

AGENDA
CITY OF ROELAND PARK, KANSAS
CITY COUNCIL MEETING
ROELAND PARK
Roeland Park City Hall - 4600 W 51st St
May 18, 2015 7:00 PM

Pledge of Allegiance
Roll Call
Modification of Agenda

I. Consent Agenda

All matters listed within the Consent Agenda are considered to be routine, and will be enacted by one motion of the council with no separate discussion. If separate discussion is desired on an item, from either the Governing Body or from the audience, that item may be removed from the Consent Agenda and placed on the Regular Agenda.

- A. Appropriation Ordinance #880
- B. Request for Proposals for Light Replacement at Public Works Building (est time 10 min)
- C. Salt Dome Interlocal Agreement with Fairway
- D. Committee of the Whole Procedural Rules
- E. 2015 Leaf Schedule

II. Business From the Floor

A. Applications / Presentations

- 1. John O'Neil – Johnson County Wastewater
- 2. Home Occupation License for Therapist Application
- 3. Northeast Johnson County Chamber – Deb Settle
- 4. Emily Patrick – Keeping Chickens
- 5. Joe and Lindsey Carroll – Keeping Chickens
- 6. John and Madelyn Kamphaus – Keeping Chickens
- 7. Caitlin McGrath – Horizon Academy Great Pumpkin Race
- 8. Kim Sykora – SMA Run
- 9. Scott Ferrel - Community Events Update
- 10. Marek Gliniecki – Request from the Arts Committee
- 11. City Auditors

B. Citizens Comments

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.

III. Mayor's Report

IV. Standing Committees / Committee Reports

- A. **Admin**
- B. **Finance**
- C. **Safety**
- D. **Public Works**

V. Reports of City Liaisons

- A. JoCo Parks & Rec Pool Advisory Board (Becky Fast, JoAnna Rush and Jan Grebe)
- B. 47th and Mission (Michael Rhoades, Tim Janssen and Sheri McNeil alt)

VI. Unfinished Business

VII. New Business

- A. Interim City Administrator
- B. Approval of Council Members serving on various committees
- C. Banner at R Park
- D. Solid Waste Fee
- E. Interlocal Agreement with the City of Overland Park to administer 2015 CARS
- F. Agreement for Street Maintenance part 2
- G. Remote Meeting Participation Policy
- H. Purchase of Audio Visual Equipment for the Roeland Park Community Center
- I. Investment Agreement with Columbia Capital
- J. Agreement to implement Microsoft 360
- K. Approval of advertisement for the City Administrator position
- L. Employee Handbook Revisions
- M. Naming Policy for City Property
- N. Election of the Council President

VIII. Ordinances and Resolutions:

- A. Ordinance 909 - AN ORDINANCE ALLOWING CONSUMPTION OF ALCOHOL ON CERTAIN PUBLIC PROPERTY FOR A

LIMITED TIME AND PURPOSE, PURSUANT TO K.S.A. 2013 SUPP. 41-719(d). (for Community Block Party and Barktoberfest)

- B. Resolution 641 Fee Resolution
- C. Ordinance 910 - AN ORDINANCE RELATING TO BUILDING CODES; ESTABLISHING THE CODE BOARD OF APPEALS; AMENDING AND REPEALING EXISTING SECTIONS 4-110, 4-208, 4-308, 4-407, 4-510, 4-607, 4-708, 4-906 AND 4-1006 OF THE CODE OF THE CITY OF ROELAND PARK, KANSAS; ADDING NEW SECTIONS 4-809, 4-1105 AND 4-1202 TO THE CODE OF THE CITY OF ROELAND PARK, KANSAS

IX. Reports of City Officials:

A. City Administrator Report

- 1. Green Purchases
- 2. Roeland Park Community Center Update
- 3. Granada Park

B. City Attorney Report

C. City Clerk Report

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

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

- A. **Audience Decorum.** Members of the audience shall not engage in disorderly or boisterous conduct, including but not limited to; the utterance of loud, obnoxious, threatening, or abusive language; clapping; cheering; whistling; stomping; or any other acts that disrupt, impede, or otherwise render the orderly conduct of the City Council meeting unfeasible. Any member(s) of the audience engaging in such conduct shall, at the discretion of the Mayor (Chair) or a majority of the Council Members, be declared out of order and shall be subject to reprimand and/or removal from that meeting. Please turn all cellular telephones and other noise-making devices off or to "silent mode" before the meeting begins.
- B. **Public Comment Request to Speak Form.** The request form's purpose is to have a record for the City Clerk. Members of the public may address the City Council during Public Comments and/or before consideration of any agenda item; however, no person shall address the Council without first being recognized by the Mayor (Chair). Any person wishing to speak, whether during Public Comments or on an agenda item, shall first complete a Public Comment or Request to Speak form and submit this

form to the City Clerk before the Mayor (Chair) calls for Public Comments or calls the particular agenda item

1. **Public Comment on Non-Agenda Items.** The Agenda shall provide for public comment about matters that are within the jurisdiction of the City but are not specifically listed on the Agenda. A member of the public who wishes to speak under Public Comments must fill out a Public Comment Request to Speak form and submit it to the City Clerk before the Mayor (Chair) calls for Public Comments.
 2. **Public Comment on Agenda Items.** Public comment will be accepted on Agenda items. A member of the public, who wishes to speak on an Agenda item, including items on the Consent Agenda, must fill out a Request to Speak form and submit it to the City Clerk before the Mayor (Chair) calls the Agenda item.
- C. **Purpose.** The purpose of addressing the City Council is to communicate formally with the Council regarding matters that relate to Council business or citizen concerns within the subject matter jurisdiction of the City Council. Persons addressing the City Council on an agenda item shall confine their remarks to the matter under consideration by the Council.
- D. **Speaker Decorum.** Each person addressing the City Council, shall do so in an orderly, respectful, dignified manner and shall not engage in conduct or language that disturbs, or otherwise impedes the orderly conduct of the Council meeting. Any person, who so disrupts the meeting shall, at the discretion of the Mayor (Chair) or a majority of the Council Members present, be subject to removal from that meeting.
- E. **Time Limit.** In the interest of fairness to other persons wishing to speak and to other individuals or groups having business before the City Council, each speaker shall limit comments to five minutes. If a large number of people wish to speak, this time may be shortened by the Mayor (Chair) so that the number of persons wishing to speak may be accommodated within the time available.
- F. **Speak Only Once.** Second opportunities for the public to speak on the same issue will not be permitted unless mandated by state or local law.

No speaker will be allowed to yield part or all of his/her time to another, and no speaker will be credited with time requested but not used by another.

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

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

Item Number: Consent Agenda- I.-A.

Committee 5/18/2015
Meeting Date:



City of Roeland Park Action Item Summary

Date:

Submitted By:

Committee/Department:

Title: **Appropriation Ordinance #880**

Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

ATTACHMENTS:

Description

Type

📎 Appropriation Ordinance 880

Cover Memo

The City of Roeland Park, Kansas

4600 West Fifty-First Street

Roeland Park, Kansas 66205

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

Friday, May 15, 2015

Appropriation Ordinance - 05/18/2015 - #880

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

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

Section 2: This Ordinance shall take effect and be in force from and after its passage. Passed and approved this 20th day of April, 2015.

Attest:

City Clerk

Mayor

Total Appropriation Ordinance	\$	163,137.23
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There are sufficient funds in the General Fund to cover general fund expenditures.

Appropriation Ordinance - 05/18/2015 - #880

Vendor	Dept	Acct #	Description	Invoice Description	Amount	Check /EFT	
						Chk #	Date
A-1 Sewer & Septic Service	106	5214.106	Other Contracted Services	Invoice: 156676 /	\$ 500.00	64398	5/6/2015
Advance Auto Parts	106	5211.106	Maintenace & Repair Equipment	Invoice: 4/30/15 STMT /	\$ 44.92	64399	5/6/2015
Airgas USA, LLC	106	5214.106	Other Contracted Services	Invoice: 9039059630/739 / cylinder rental	\$ 133.95	64430	5/13/2015
All Star Awards & Ad Specialties, Inc.	101	5408.101	Miscellaneous Charges	Invoice: 410989 / arts	\$ 140.00	64431	5/13/2015
American Fidelity Assurance	101	2052.101	Supplemental Insurance Payable	Invoice: B299037 /	\$ 829.06	64359	4/22/2015
Anixter, Inc.	360	5504.36	Machinery & Auto Equipment	Invoice: 107446724 / equip. reserve	\$ 1,382.95	64400	5/6/2015
Aspire Sales, LLC	360	5504.36	Machinery & Auto Equipment	Invoice: 32201523 / new cars	\$ 678.00	64401	5/6/2015
Aspire Sales, LLC	360	5504.360	Machinery & Auto Equipment	Invoice: 40820152300 / new cars	\$ 100.83	64401	5/6/2015
BCI Mechanical	290	5211.29	Maintenace & Repair Equipment	Invoice: 146719813 /	\$ 1,724.75	64402	5/6/2015
Benfer Enterprises LLC	102	5260.102	Vehicle Maintenace	Invoice: 76 / tires for fusion	\$ 248.36	64403	5/6/2015
Black & McDonald	101	5120.101	Street Light Repair And Maintenance	Invoice: 76547694 /	\$ 1,737.40	64404	5/6/2015
Blue Sky Cleaners	102	5224.102	Laundry Service	Invoice: 5/3/15 /	\$ 244.75	64405	5/6/2015
Blue Valley Public Safety, Inc.	102	5211.102	Maintenace & Repair Equipment	Invoice: 10546 /	\$ 957.30	64406	5/6/2015
Boulevard Tire & Service	102	5260.102	Vehicle Maintenace	Invoice: 1015264 /	\$ 80.00	64407	5/6/2015
C & G Rubber Stamp, Inc.	101	5301.101	Office Supplies	Invoice: 105770 /	\$ 80.00	64360	4/22/2015
C & G Rubber Stamp, Inc.	101	5301.101	Office Supplies	Invoice: 105752 /	\$ 72.00	64360	4/22/2015
C & G Rubber Stamp, Inc.	101	5301.101	Office Supplies	Invoice: 105439 /	\$ 240.00	64360	4/22/2015
C & G Rubber Stamp, Inc.	105	5301.105	Office Supplies	Invoice: 106159 /	\$ 80.00	64432	5/13/2015
City of Fairway	101	5407.101	Public Relations	Invoice: 4/25/15 PAPER SHREDD /	\$ 117.86	64377	4/29/2015
Consolidated Communications	101	5202.101	Telephone & Internet	Invoice: 4/9/15 / other cont. svcs	\$ 1,346.58	64361	4/22/2015
CS Carey Inc.	106	5320.106	Grounds Maintenance	Invoice: T30076 /	\$ 360.00	64409	5/6/2015
Johnny on the Spot	106	5320.106	Grounds Maintenance	Invoice: 368810 /	\$ 45.60	64410	5/6/2015
David J. Grummon, P.A.	103	5209.103	Professional Services	Invoice: 5/5/15 /	\$ 150.00	64411	5/6/2015
Int'l Assoc. of Chiefs of Police	102	5405.102	Dues, Subscriptions & Books	Invoice: 100166755 /	\$ 150.00	64362	4/22/2015
International Code Council, Inc.	104	5405.104	Dues, Subscriptions & Books	Invoice: 3037820 /	\$ 125.00	64363	4/22/2015
Johnson County Government	101	5214.101	Other Contracted Services	Invoice: 84489 /	\$ 3,924.15	64378	4/29/2015
Kansas City Board of Public Utilities	101	5121.101	Franchise Exps-Stop Light/Traffic Sig.	Invoice: 2834 4/23/15 / electric charges	\$ 30.17	64412	5/6/2015
Kansas City First Aid	102	5207.102	Medical Expense & Drug Testing	Invoice: 2648 /	\$ 25.30	64413	5/6/2015
KCP & L	101	5201.101	Electric, Gas, Sewer & Water	Invoice: 4/28/15 MULTIPLE / electric charges	\$ 1,680.93	64414	5/6/2015
KCP & L	106	5201.106	Electric, Gas, Sewer & Water	Invoice: 4/28/15 MULTIPLE / electric charges	\$ 509.79	64414	5/6/2015
KCP & L	106	5201.106	Electric, Gas, Sewer & Water	Invoice: 1275 5/6/15 / electric charges	\$ 1,769.00	64433	5/13/2015
Keys 4/4 Kids	101	4760.101	Community Events Sponsorship	CK32135 Invoice: 837 / pianos on parade	\$ 1,000.00	32135	5/6/2015
Kansas Gas Service	101	5201.101	Electric, Gas, Sewer & Water	Invoice: 1745/7836 4/15/15 / gas charges	\$ 137.29	64364	4/22/2015
Kansas Gas Service	106	5201.106	Electric, Gas, Sewer & Water	Invoice: 1745/7836 4/15/15 / gas charges	\$ 299.93	64364	4/22/2015
KS Municipal Insurance Trust	107	5125.107	Worker's Compensation	Invoice: 13726 /	\$ 689.00	64415	5/6/2015

Kansas One-Call System, Inc.	101	5120.101 Street Light Repair And Maintenance	Invoice: 5040444 /	\$	606.00	64416	5/6/2015
Kansas State Treasurer	103	5228.103 Fees Due State of Kansas	Invoice: APR 15 COURT REV / state fees	\$	1,983.00	64417	5/6/2015
Lathrop & Gage, LLP	101	5215.101 City Attorney	Invoice: 1682598 /	\$	841.00	64434	5/13/2015
Lathrop & Gage, LLP	101	5216.101 Special Prosecutor Fees	Invoice: 1682598 /	\$	145.00	64434	5/13/2015
League of Kansas Municipalities	108	5206.108 Travel Expense & Training	Invoice: 151219 / training	\$	160.00	64379	4/29/2015
League of Kansas Municipalities	108	5206.108 Travel Expense & Training	Invoice: 151234 / training	\$	160.00	64379	4/29/2015
League of Kansas Municipalities	108	5206.108 Travel Expense & Training	Invoice: 151225 / training	\$	160.00	64379	4/29/2015
League of Kansas Municipalities	108	5206.108 Travel Expense & Training	Invoice: 151332 /	\$	160.00	64435	5/13/2015
League of Kansas Municipalities	108	5206.108 Travel Expense & Training	Invoice: 151352 /	\$	160.00	64435	5/13/2015
League of Kansas Municipalities	101	5214.101 Other Contracted Services	Invoice: 151347 /	\$	2,484.80	64435	5/13/2015
The Legal Record	101	5204.101 Legal Printing	Invoice: L53685 /	\$	224.26	64365	4/22/2015
The Legal Record	101	5204.101 Legal Printing	Invoice: L53946 /	\$	19.36	64380	4/29/2015
Lowe's Business Acct./GEMB	290	5211.29 Maintenace & Repair Equipment	Invoice: 1760 5/15/15 /	\$	239.24	64381	4/29/2015
Lowe's Business Acct./GEMB	102	5260.102 Vehicle Maintenace	Invoice: 1760 5/15/15 /	\$	47.45	64381	4/29/2015
Lowe's Business Acct./GEMB	106	5306.106 Materials	Invoice: 1760 5/15/15 /	\$	219.71	64381	4/29/2015
Lowe's Business Acct./GEMB	106	5320.106 Grounds Maintenance	Invoice: 1760 5/15/15 /	\$	169.82	64381	4/29/2015
Lutz Plumbing Inc.	290	5210.29 Maintenace & Repair Building	Invoice: 1420417 /	\$	250.00	64418	5/6/2015
Mid America Peripheral Support	102	5214.102 Other Contracted Services	Invoice: 408012 /	\$	136.71	64436	5/13/2015
Mid America Peripheral Support	105	5214.105 Other Contracted Services	Invoice: 408012 /	\$	213.63	64436	5/13/2015
MARC	101	5405.101 Dues, Subscriptions & Books	Invoice: DI0002239 / dues	\$	1,619.00	64419	5/6/2015
Scott McFall	103	5209.103 Professional Services	Invoice: 4/23/15 /	\$	150.00	64382	4/29/2015
MCGladrey LLP	101	5213.101 Audit Fees	Invoice: M4548869301 / audit	\$	30,000.00	64383	4/29/2015
Midwest Public Risk	107	5126.107 Health Insurance	Invoice: B00PMK / health insurance	\$	24,583.25	64384	4/29/2015
Midwest Radar & Equipment	102	5211.102 Maintenace & Repair Equipment	Invoice: 156058 /	\$	210.00	64385	4/29/2015
John Morris	102	5206.102 Travel Expense & Training	Invoice: 10/23/15 AIRFARE /	\$	136.00	64386	4/29/2015
Moss Printing	101	5301.101 Office Supplies	Invoice: 6059 / scanning	\$	30.00	64437	5/13/2015
National Business Furniture	101	5301.101 Office Supplies	Invoice: ZJ880345TDQ /	\$	2,565.94	64366	4/22/2015
Nationwide Retirement Solutions	101	2060.101 Section 457 Employee Payable	Invoice: 4/23/15 /	\$	1,270.37	64367	4/22/2015
Nationwide Retirement Solutions	101	2060.101 Section 457 Employee Payable	Invoice: 5/7/15 /	\$	1,336.22	64420	5/6/2015
Nextel Communications	102	5202.102 Telephone & Internet	Invoice: 503261523133 / phone/data p.d.	\$	60.81	64368	4/22/2015
Wex Bank	106	5302.106 Motor Fuels & Lubricants	Invoice: 40367472 / fuel charges p.w.	\$	222.19	64369	4/22/2015
Plumbing by Fisher, Inc.	290	5210.29 Maintenace & Repair Building	Invoice: 152327 /	\$	709.02	64387	4/29/2015
Praxair Distribution Inc	106	5214.106 Other Contracted Services	Invoice: 52431083 / cylinder rental	\$	25.07	64388	4/29/2015
Balls Food Stores	101	5408.101 Miscellaneous Charges	Invoice: 619375 /	\$	44.16	64370	4/22/2015
Balls Food Stores	101	5408.101 Miscellaneous Charges	Invoice: 619376 /	\$	8.24	64370	4/22/2015
Balls Food Stores	101	5408.101 Miscellaneous Charges	Invoice: 619374 /	\$	243.13	64370	4/22/2015
Balls Food Stores	101	5408.101 Miscellaneous Charges	Invoice: 619384 /	\$	11.99	64389	4/29/2015
Balls Food Stores	102	5301.102 Office Supplies	Invoice: 6193787 /	\$	37.75	64421	5/6/2015

Balls Food Stores	101	5408.101 Miscellaneous Charges	Invoice: 619402 /	\$	29.99	64421	5/6/2015
Balls Food Stores	107	5133.107 Wellness Incentive	Invoice: 619403 / wellness	\$	84.98	64438	5/13/2015
Principal Life	107	5130.107 City Paid Life Insurance	Invoice: 4/17/15 / health insurance	\$	825.09	64371	4/22/2015
Print Tekk	101	5208.101 Newsletter	Invoice: 40243 / newsletter	\$	1,408.30	64422	5/6/2015
ProShred of Kansas City	102	5214.102 Other Contracted Services	Invoice: 100088740 /	\$	22.50	64439	5/13/2015
ProShred of Kansas City	105	5214.105 Other Contracted Services	Invoice: 100088740 /	\$	22.50	64439	5/13/2015
Wex Bank	104	5302.104 Motor Fuels & Lubricants	Invoice: 40577680 / fuel charges codes	\$	80.49	64372	4/22/2015
Wex Bank	106	5302.106 Motor Fuels & Lubricants	Invoice: 40577680 / fuel charges codes	\$	604.35	64372	4/22/2015
Wex Bank	102	5302.102 Motor Fuels & Lubricants	Invoice: 40672616 / fuel charges p/d	\$	1,829.14	64423	5/6/2015
Rejis Commission	102	5214.102 Other Contracted Services	Invoice: INV0041514 /	\$	204.20	64390	4/29/2015
Riteway Maintenance & Supply, LLC	101	5214.101 Other Contracted Services	Invoice: 13921 / cleaning	\$	920.00	64424	5/6/2015
Roe Body Shop, Inc.	102	5260.102 Vehicle Maintenace	Invoice: 21092 / car #232	\$	335.00	64425	5/6/2015
Roe Body Shop, Inc.	106	5260.106 Vehicle Maintenace	Invoice: 21119 /	\$	163.02	64425	5/6/2015
George Schlegel	101	5230.101 Art Commissioner	Invoice: CHECKMAY /	\$	100.00	64394	5/1/2015
Shafer, Kline & Warren, Inc.	270	5209.27 Professional Services	Invoice: 13009901015 /	\$	3,108.45	64426	5/6/2015
SpeedTech Lights Inc.	360	5504.36 Machinery & Auto Equipment	Invoice: S94899 /	\$	478.55	64427	5/6/2015
St. Agnes Parish	107	5133.107 Wellness Incentive	CK32134 Invoice: 4/27/15 SCRIP /	\$	50.00	32134	4/27/2015
Staples Business Advantage	101	5301.101 Office Supplies	Invoice: 8033945243 /	\$	192.18	64373	4/22/2015
Staples Business Advantage	102	5301.102 Office Supplies	Invoice: 803343121 /	\$	8.54	64373	4/22/2015
Staples Business Advantage	102	5301.102 Office Supplies	Invoice: 8033945243 /	\$	15.91	64373	4/22/2015
Staples Business Advantage	105	5301.105 Office Supplies	Invoice: 8033945243 /	\$	25.99	64373	4/22/2015
Staples Business Advantage	101	5301.101 Office Supplies	Invoice: 8034206597 /	\$	83.55	64440	5/13/2015
Staples Business Advantage	102	5301.102 Office Supplies	Invoice: 8034206597 /	\$	11.14	64440	5/13/2015
Staples Business Advantage	105	5301.105 Office Supplies	Invoice: 8034206597 /	\$	13.12	64440	5/13/2015
Stinson Leonard Street	101	5215.101 City Attorney	Invoice: 30098120-30098126 /	\$	4,383.35	64441	5/13/2015
Strasser True Value	106	5306.106 Materials	Invoice: 159064/159273/161368 /	\$	138.72	64428	5/6/2015
Strasser True Value	106	5320.106 Grounds Maintenance	Invoice: 159064/159273/161368 /	\$	136.54	64428	5/6/2015
Town & Country Disposal	101	5272.101 Solid Waste Contract	Invoice: 4/8/15 CREDIT /	\$	(321.20)	64391	4/29/2015
Town & Country Disposal	101	5272.101 Solid Waste Contract	Invoice: 56941 / solid waste	\$	34,348.08	64391	4/29/2015
Town & Country Disposal	101	5272.101 Solid Waste Contract	Invoice: 57902 / solid waste	\$	145.44	64442	5/13/2015
Triangle Sales Inc.	290	5211.29 Maintenace & Repair Equipment	Invoice: 178663 /	\$	1,426.00	64429	5/6/2015
US BANK	101	5203.101 Printing & Advertising	Invoice: LEON 4/27/15 /	\$	345.00	64443	5/13/2015
US BANK	105	5206.105 Travel Expense & Training	Invoice: OTTO 4/27/15 /	\$	17.00	64443	5/13/2015
US BANK	106	5206.106 Travel Expense & Training	Invoice: BOHON 4/27/15 /	\$	13.60	64443	5/13/2015
US BANK	106	5206.106 Travel Expense & Training	Invoice: LEON 4/27/15 /	\$	22.00	64443	5/13/2015
US BANK	101	5210.101 Maintenace & Repair Building	Invoice: WISDOM 4/27/15 /	\$	100.00	64443	5/13/2015
US BANK	290	5211.29 Maintenace & Repair Equipment	Invoice: WISDOM 4/27/15 /	\$	59.92	64443	5/13/2015
US BANK	108	5301.108 Office Supplies	Invoice: BOHON 4/27/15 /	\$	52.34	64443	5/13/2015

US BANK	106	5306.106 Materials	Invoice: LEON 4/27/15 /	\$	31.54	64443	5/13/2015
US BANK	106	5306.106 Materials	Invoice: WISDOM 4/27/15 /	\$	31.50	64443	5/13/2015
US BANK	106	5306.106 Materials	Invoice: WISDOM 4/27/15 /	\$	150.00	64443	5/13/2015
US BANK	106	5320.106 Grounds Maintenance	Invoice: LEON 4/27/15 /	\$	78.00	64443	5/13/2015
US BANK	106	5320.106 Grounds Maintenance	Invoice: LEON 4/27/15 /	\$	73.12	64443	5/13/2015
US BANK	101	5408.101 Miscellaneous Charges	Invoice: LEON 4/27/15 /	\$	121.00	64443	5/13/2015
US BANK	101	5408.101 Miscellaneous Charges	Invoice: OTTO 4/27/15 /	\$	63.00	64443	5/13/2015
US BANK	101	5408.101 Miscellaneous Charges	Invoice: LEON 4/27/15 /	\$	100.00	64443	5/13/2015
US BANK	360	5760.36 Building/Equipment Reserve	Invoice: WISDOM 4/27/15 /	\$	59.96	64443	5/13/2015
USIC Locating Services, LLC	101	5120.101 Street Light Repair And Maintenance	Invoice: 120664 /	\$	1,365.00	64374	4/22/2015
Village Gardens	102	5408.102 Miscellaneous Charges	Invoice: 1151873 /	\$	60.95	64375	4/22/2015
Village Gardens	101	5408.101 Miscellaneous Charges	Invoice: 1152278 /	\$	67.90	64392	4/29/2015
Water District No 1 of Johnson County	106	5201.106 Electric, Gas, Sewer & Water	Invoice: 4/24/15 MULTIPLE /	\$	226.93	64393	4/29/2015
Wells Fargo Financial Leasing	102	5214.102 Other Contracted Services	Invoice: 5002094407 /	\$	607.50	64376	4/22/2015
Wells Fargo Financial Leasing	105	5214.105 Other Contracted Services	Invoice: 5002094407 /	\$	607.50	64376	4/22/2015
Forte	101	5214.101 Other Contracted Services	EFT#4/30/15 Invoice: 4/30/15 ALL ACCOUN	\$	149.69		5/1/2015
Forte	101	5214.101 Other Contracted Services	EFT#5/4/15 Invoice: 5/4/15 ADMIN /	\$	10.45		5/4/2015
Forte	101	5214.101 Other Contracted Services	EFT#5/4/15 Invoice: 5/4/15 COURT WEB /	\$	108.03		5/4/2015
Forte	101	5214.101 Other Contracted Services	EFT#5/4/15 Invoice: 5/4/15 ADMIN WEB /	\$	49.00		5/4/2015
Forte	101	5214.101 Other Contracted Services	EFT#5/4/15 Invoice: 5/4/15 COURT /	\$	13.49		5/4/2015
KPERS	101	2040.101 KPERS Accrued Employee	EFT#4/24/15 Invoice: 4/24/15 /	\$	1,705.79		4/24/2015
KPERS	107	5123.107 KPERS City Contribution	EFT#4/24/15 Invoice: 4/24/15 /	\$	2,936.79		4/24/2015
KPF	101	2045.101 KP&F Employee Withholding Payable	EFT#4/24/15 Invoice: 4/24/15 /	\$	6,215.96		4/24/2015
KPF	107	5131.107 KP&F City Contribution	EFT#4/24/15 Invoice: 4/24/15 /	\$	2,080.36		4/24/2015
Miller Management Systems, LLC	101	5214.101 Other Contracted Services	Invoice: EFTMAY /	\$	1,462.00		5/1/2015

\$ 163,137.23

Item Number: Consent Agenda- I.-B.

Committee Meeting Date: 5/18/2015



City of Roeland Park Action Item Summary

Date: 4/30/2015
Submitted By: Jose Leon
Committee/Department: Public Works
Title: **Request for Proposals for Light Replacement at Public Works Building (est time 10 min)**
Item Type: Other

Recommendation:

To approve Public Works Department to issue the attached Request For Proposals for new lighting at the Public Works Facility.

Details:

Currently the public works facility has existing t-12 lights which are outdated and bulbs are no longer manufactured. The T-12 would be removed and replaced with new T-8 light fixtures. The exterior lighting is not very bright and per this proposal we would add 4 new L.E.D. flood lights to brighten up the outside shop area at night. Lastly, the on and off switch for the interior lights is operated by the breakers at the electrical panel. Per this RFP we would have installed 6 new 3-way switches located at two different entrance locations.

Public Works would purchase all light fixtures and light bulbs separately from this RFP.

Financial Impact

Amount of Request: \$15,000	
Budgeted Item?	Budgeted Amount: \$15,000
Line Item Code/Description: 5760.360	

Additional Information

The Council is not committing to this project by issuing the RFP. That decision point will be when a final contract is presented on June 15th, 2015 Council Meeting.

ATTACHMENTS:

Description		Type
	2015 PublicWorks Light RFP	Cover Memo
	Existing Lights 1	Presentation
	Existing On/Off Switch	Presentation
	New Exterior Lights	Presentation

PUBLIC WORKS BUILDING LIGHTING AGREEMENT

SCOPE OF WORK

1. Scope of work to include removal of 50 interior 8' fluorescent light fixtures and removal 3 existing exterior flood lights.
2. Install 50 new 8' florescent 4-tube tandem fixtures. Relocate lights near overhead door opening to be centered in the bay area below..
3. Install 4 new exterior L.E.D. flood lights and necessary wiring to accommodate all four location to operate off of one photo cell.
4. Install six (6) 3-way switches (3 at east end by offices & 3 near southwest employee entrance).

Note - City of Roeland Park will provide all light fixtures and light bulbs. The contractor will provide all other materials and labor necessary to complete the job. ALL BID ARE DUE BACK BY JUNE 4, 2015 AND WILL BE OPENED AT 10:00AM AT CITY HALL.

Address of work to be completed at:

**City of Roeland Park
Public Works Building
4800 Roe Parkway
Roeland Park, Kansas
66205**

Questions regarding the services shall be directed to Jose Leon, Public Works Director, at 913.722.5435

PUBLIC WORKS BUILDING LIGHTING AGREEMENT

CITY OF ROELAND PARK, KANSAS

PUBLIC WORKS DEPARTMENT

PROPOSAL

Public Works Building Lighting

**TO: CITY OF ROELAND PARK,
JOHNSON COUNTY, KANSAS**

The undersigned bidder hereby proposes to furnish all labor, equipment, and material to provide the following services per attached scope of work:

TOTAL COST: \$_____

NOTE: The City reserves the right to adjust the quantities based on the budgeted amount.

1. The undersigned further agrees to begin upon the time schedule stated in the Notice to Proceed, and to complete the work, if this proposal is accepted, within **45** calendar days from start date.

The undersigned also declares that it understands that if not preset by the City, the time to begin construction and to complete the work will be one factor considered in determining the lowest and best responsible bidder.

2. In submitting this proposal, the undersigned declares that it is of lawful age and executed the accompanying proposal on behalf of the bidder therein named, and that it had lawful authority so to do. The undersigned further declares that it has not directly or indirectly entered into any agreement, expressed or implied, with any bidder or bidders, having for its object the controlling of the price or amount of such proposal or any proposals, the limiting of the proposal, the parceling or farming out to any proposer, or other persons, of any part of the Contract or any part of the subject matter of the proposal or proposals or of the profits thereof, and that it has not and will not divulge the sealed proposal to any person whomsoever, except those having a partnership or other financial interest with Contractor in said proposal, until after sealed proposals are opened.
3. The undersigned further declares that it has carefully examined the Instructions to Contractors and other Contract Documents, and that it has inspected the actual locations of the work, together with the local sources of supply, and has satisfied itself as to all conditions and quantities, and understands that in signing this Proposal it waives all right to plead any misunderstanding regarding the same.
4. The undersigned hereby agrees to furnish the required insurance certificates and execute an Agreement within ten (10) calendar days from and after notice of the award of the Contract, and failure of the bidder to do so shall constitute a default, and the City may thereafter take such steps to protect its legal rights as it deems in its best interest.

PUBLIC WORKS BUILDING LIGHTING AGREEMENT

5. It is understood that the City will pay in a prompt and timely manner pay estimates when submitted and approved by the City Representative and further approved by the City staff coordinator for the project, all as provided in the Contract Documents.
6. Undersigned acknowledge receipt of the Plans and Specifications for the project including the following addenda (complete) _____.

DATED in _____ this _____ day of _____, 2015.

COMPANY: _____

ADDRESS: _____

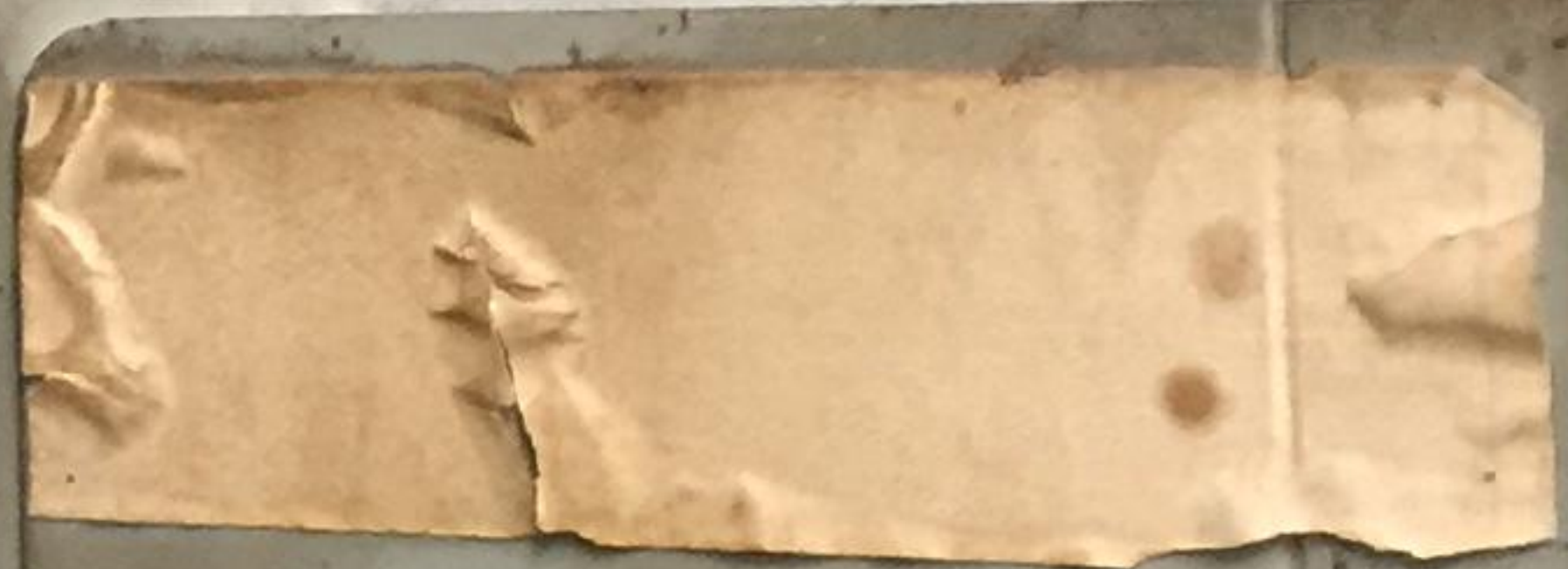
BY: _____

SIGNATURE

TITLE: _____

TELEPHONE NO: _____





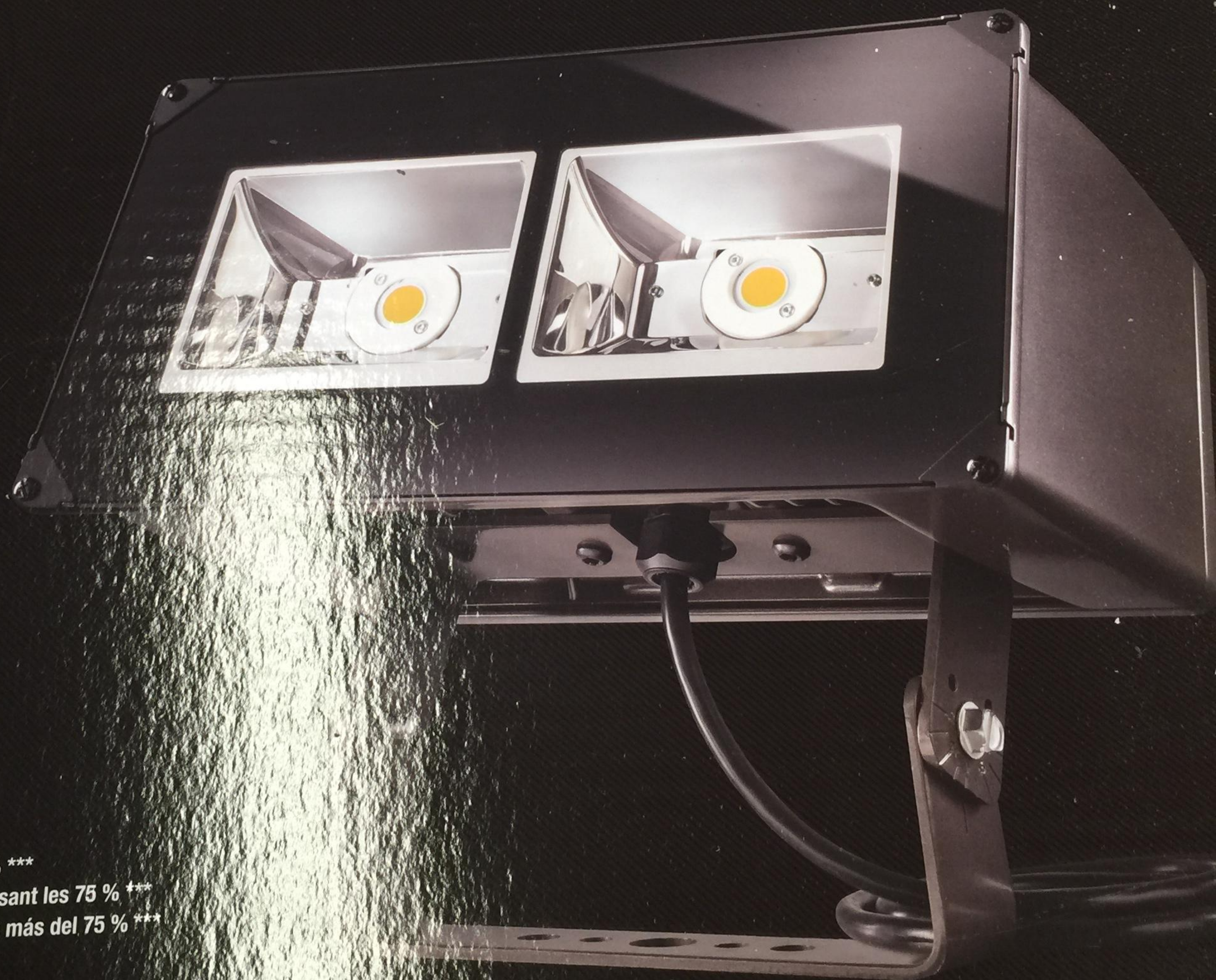
COMP

20-240 VOLTS A
to ground - not exceed

LUMARK

Night Falcon™

LED Floodlight | Projecteur DEL
Reflector LED



Superior on-target illumination
Éclairage ciblé supérieur
Iluminación superior dirigida
Thermally optimized design
Conception thermique optimisée
Design with thermal optimization
Expected service life of 15 years *
Durée de vie prévue de 15 ans *
Espera una vida útil de 15 años *
Energy maintenance savings exceed 75% ***
Économies d'énergie et d'entretien dépassant les 75 % ***
Ahorro en el mantenimiento de energía de más del 75 % ***

120-277V, 50/60 Hz

Item Number: Consent Agenda- I.-C.

Committee Meeting Date: 5/18/2015



City of Roeland Park Action Item Summary

Date: 4/23/2015
Submitted By: Aaron Otto
Committee/Department: Public Works
Title: **Salt Dome Interlocal Agreement with Fairway**
Item Type: Agreement

Recommendation:

To approve a revised interlocal agreement with the City of Fairway for a salt dome to be located at the Fairway Public Works site.

Details:

Attached is a revised clean copy and redline versions of an interlocal agreement with Fairway for the joint ownership of a salt dome. The Fairway City Council requested some revisions be made to the agreement for example lowering the insurance coverage requirement. Staff and the City Attorney have reviewed these suggested clarifying changes and do not see any that change the intent of the original language in the first draft of the interlocal agreement.

Financial Impact

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

Additional Information

ATTACHMENTS:

Description	Type
Salt Dome Agreement - City of Fairway	Cover Memo
Salt Dome Agreement - red line version	Cover Memo

SALT DOME AGREEMENT AND ACCESS EASEMENT

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

WITNESSETH:

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

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

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

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

ARTICLE 1.

CONSTRUCTION OF SALT DOME BY FAIRWAY

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

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

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

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

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

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

ARTICLE 3. **ACCESS AND SECURITY**

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

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

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

ARTICLE 4. **SALT STORAGE**

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

ARTICLE 5. **MAINTENANCE**

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

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

ARTICLE 6. **INSURANCE**

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

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

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

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

ARTICLE 7. **LIMITATION OF LIABILITY**

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

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

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

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

ARTICLE 9. **ASSIGNMENT AND SUBLEASING**

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

ARTICLE 10. **TERMINATION**

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

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

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

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

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

ARTICLE 11.

REMEDIES

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

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

ARTICLE 12.

NOTICES

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

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

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

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

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

ARTICLE 13. **MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

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

[Remainder of page intentionally left blank.]

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

CITY OF ROELAND PARK, KANSAS,
a Kansas municipal corporation

By: _____
Name: Joel Marquardt
Title: Mayor

Attest:

By: _____
Name: Kelley Bohon
Title: City Clerk

Approved as to Form:

By: _____
Name: Neil Shortlidge
Title: City Attorney

CITY OF FAIRWAY, KANSAS,
a Kansas municipal corporation

By: _____
Name: Jerry Wiley
Title: Mayor

Attest:

By: _____
Name: _____
Title: City Clerk

Approved as to Form:

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

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

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

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

Printed Name: _____

My commission expires: _____

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

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

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

Printed Name: _____

My commission expires: _____

EXHIBIT A

DESCRIPTION OF THE FAIRWAY PROPERTY

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

SALT DOME AGREEMENT AND ACCESS EASEMENT

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

WITNESSETH:

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

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

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

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

ARTICLE 1.

CONSTRUCTION OF SALT DOME BY FAIRWAY

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

Section 1.2 Cost of Construction and Development. Fairway shall pay for the initial cost of construction and development of the Salt Dome. Within forty-five

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

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

ARTICLE 2.

OWNERSHIP OF THE SALT DOME

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

ARTICLE 3.

ACCESS AND SECURITY

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

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

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

ARTICLE 4.

SALT STORAGE

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

ARTICLE 5. **MAINTENANCE**

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

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

ARTICLE 6. **INSURANCE**

Section 6.1 Fairway Insurance Requirements. Fairway shall at all times maintain in full force and effect commercial general liability insurance with a financially responsible insurance company or companies with a Best rating of "A-VIII" (or the equivalent thereof) or better in each of the previous three (3) years, written on an occurrence basis covering claims of Loss from products and completed operations, contractual liability, bodily injury including death, personal injury, and broad-form property damage arising out of incidents or accidents on the Fairway Property (including the consequential damages from any of the foregoing), with a combined single limit in an amount not less than ~~Five~~Two Million Five Hundred Thousand Dollars (~~\$5,000,000~~2,500,000) per occurrence. Fairway shall also carry all risk property insurance coverage, including builder's risk insurance coverage, in an amount at least equal to the full replacement cost of the Salt Dome, without deduction for depreciation, insuring against all risks (subject to exclusion of certain risks customarily excluded from time to time in the so-called "all-risk" policy). Such insurance shall be carried with a financially responsible insurance company or companies authorized to do business in the State of Kansas with a Best rating of "A-VIII" (or the equivalent thereof) or better in each of the previous three (3) years. Roeland Park shall be named as an additional insured on each required insurance policy.

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

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

may have contributed to or caused such loss or damage. Each party covenants that it will, if generally available in the industry, obtain for the benefit of each such released party a waiver of any right of subrogation which the insurer of such party may acquire against such party by virtue of payment of any such loss covered by such insurance.

ARTICLE 7. **LIMITATION OF LIABILITY**

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

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

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

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

ARTICLE 9. **ASSIGNMENT AND SUBLEASING**

Neither party may assign or sublet any rights under this Agreement to another party without the prior written approval of the other party. In the event Fairway conveys the Fairway Property, the disposition of the Salt Dome and the rights and obligations of

the parties under this Agreement shall be determined in accordance with Article 10 of this Agreement.

ARTICLE 10. **TERMINATION**

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

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

Section 10.2 Termination Upon Conveyance of Fairway Property or Other Interested Party. In the event that the Fairway Property is conveyed by Fairway (including without limitation conveyances as a result of a sale, foreclosure, or any other conveyance of ~~the fee simple estate~~any interest of Fairway in and to the Fairway Property) or the rights and interests of Roeland Park in and to the Salt Dome and/or under this Agreement are challenged by any other party with an interest in the Fairway Property, then Roeland Park may terminate this Agreement. In the event of termination under this Section 10.2, Roeland Park may (i) purchase Fairway's interest in the Salt Dome for an amount equal to one-half (1/2) of the actual cost of construction of the Salt Dome less accumulated depreciation and less the cost of removal of the Salt Dome and then remove the Salt Dome (and any salt currently stored therein) from the Fairway Property within sixty (60) days of the date of said purchase, in which event this Agreement, and all rights and interests of Fairway with respect to the Salt Dome, shall terminate upon completion of removal of the Salt Dome from the Fairway Property; or (ii) waive its rights and interests in and to the Salt Dome and collect reimbursement from Fairway for its interest in the Salt Dome in an amount equal to one-half (1/2) of the actual construction costs of the Salt Dome less accumulated depreciation. Roeland Park and Fairway shall make payments due under this Section 10.2 in accordance with the payor's next budget cycle. Roeland Park shall reimburse Fairway, in a mutually agreed upon amount, for the cost of any salt purchased by Fairway then stored in the Salt Dome. Upon removal of the Salt Dome by Roeland Park, Roeland Park shall cause the Fairway Property to be restored to substantially the same condition as existed prior to the installation of the Salt Dome.

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

ARTICLE 11.

REMEDIES

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

Section 11.2 Remedies Cumulative. All rights, privileges and remedies afforded either party by this Agreement shall be deemed cumulative, and the exercise of any one of such rights, privileges and remedies shall not be deemed to be a waiver

of any other right, remedy or privilege set forth herein. This Article 11 shall survive termination of this Agreement.

ARTICLE 12.

NOTICES

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

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

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

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

ARTICLE 13.

MISCELLANEOUS

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

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

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

Section 13.4 Section Headings. The section headings herein are for convenience or reference purposes only and shall not limit or otherwise affect or be

used in the construction or interpretation of the terms and provisions of this Agreement or any part hereof.

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

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

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

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

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

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

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

[Remainder of page intentionally left blank.]

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

CITY OF ROELAND PARK, KANSAS,
a Kansas municipal corporation

By: _____
Name: Joel Marquardt
Title: Mayor

Attest:

By: _____
Name: Kelley Bohon
Title: City Clerk

Approved as to Form:

By: _____
Name: Neil Shortlidge
Title: City Attorney

CITY OF FAIRWAY, KANSAS,
a Kansas municipal corporation

By: _____
Name: Jerry Wiley
Title: Mayor

Attest:

By: _____
Name: _____
Title: City Clerk

Approved as to Form:

By: _____
Name: _____
Title: _____

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

Printed Name: _____

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

Printed Name: _____

CORE/0102831.0152/~~105086873.1~~105086873.2

EXHIBIT A

DESCRIPTION OF THE FAIRWAY PROPERTY

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

Summary Report: Litéra® Change-Pro TDC 7.0.0.385 Document Comparison done on 4/22/2015 6:05:01 AM	
Style Name: Default Style	
Original DMS: iw://INTDMS/CORE/105086873/1	
Modified DMS: iw://INTDMS/CORE/105086873/2	
Changes:	
Add	15
Delete	5
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format Changes	0
Total Changes:	20

Item Number: Consent Agenda- I.-D.

Committee Meeting Date: 5/18/2015



City of Roeland Park Action Item Summary

Date: 3/12/2015
Submitted By: Joel Marquardt
Committee/Department: Admin.
Title: **Committee of the Whole Procedural Rules**
Item Type: Other

Recommendation:

To approve the removal of malign and upset from the Committee of the Whole Procedural Rules.

Details:

In 2014, the Council removed these two words from the Council Procedural Rules, however they remain the Committee of the Whole rules. Striking these two words will make the two descriptions of speaker decorum consistent.

Speaker Decorum. Each person addressing the Committee of the Whole, shall do so in an orderly, respectful, dignified manner and shall not engage in conduct or language that disrupts, disturbs, ~~maligns, upsets~~, or otherwise impedes the orderly conduct of the committee meeting. Any person, who so disrupts the meeting shall, at the discretion of the City Council President (Chair) or a majority of the Council Members, be declared out of order and shall be subject to reprimand and/or removal from the meeting.

Financial Impact

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

Additional Information

ATTACHMENTS:

Description	Type
 Procedural rules committee of the whole	Cover Memo

Welcome to this meeting of the Committee of the Whole of Roeland Park. Below are the Procedural Rules of the Committee

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

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

B. **Public Comment Request to Speak Form.** The request form's purpose is to have a record for the City Clerk. Members of the public may address the Committee of the Whole at the beginning of an agenda topic; however, no person shall address the Committee of the Whole without first being recognized by the Chair or Committee Chair. Any person wishing to speak at the beginning of an agenda topic, shall first complete a Request to Speak form and submit this form to the City Clerk before discussion begins on that agenda topic.

C. **Purpose.** The purpose of addressing the Committee of the Whole is to communicate formally with the governing body with a question or comment regarding matters that are on the Committee's agenda.

D. **Speaker Decorum.** Each person addressing the Committee of the Whole, shall do so in an orderly, respectful, dignified manner and shall not engage in conduct or language that disrupts, disturbs, maligns, upsets, or otherwise impedes the orderly conduct of the committee meeting. Any person, who so disrupts the meeting shall, at the discretion of the City Council President (Chair) or a majority of the Council Members, be declared out of order and shall be subject to reprimand and/or removal from the meeting.

E. **Time Limit.** In the interest of fairness to other persons wishing to speak and to other individuals or groups having business before the Committee of the Whole, each speaker shall limit comments to two minutes per agenda item. If a large number of people wish to speak, this time may be shortened by the Chair so that the number of persons wishing to speak may be accommodated within the time available.

F. **Speak Only Once Per Agenda Item.** Second opportunities for the public to speak on the same agenda item will not be permitted. No speaker will be allowed to yield part or all of his/her time to another, and no speaker will be credited with time requested but not used by another.

G. **Addressing the Committee of the Whole.** Comment and testimony are to be directed to the Chair. Dialogue between and inquiries from citizens and individual Committee Members, members of staff, or the seated audience is not permitted. Only one speaker shall have the floor at one time. . Before addressing Committee speakers shall state their full name, address and or resident/non- resident or 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 governing body welcomes your participation and appreciates your cooperation. If you would like additional information about the Committee of the Whole or its proceedings, please contact the City Clerk at (913) 722.2600.

Item Number: Consent Agenda- I.-E.

Committee Meeting Date: 5/18/2015



City of Roeland Park Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **2015 Leaf Schedule**
Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

ATTACHMENTS:

Description	Type
Leaf Program Overall Schedule	Cover Memo
Leaf Program Final 2 Week Schedule	Cover Memo

2015

January

S	M	T	W	T	F	S
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April

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May

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June

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July

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August

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September

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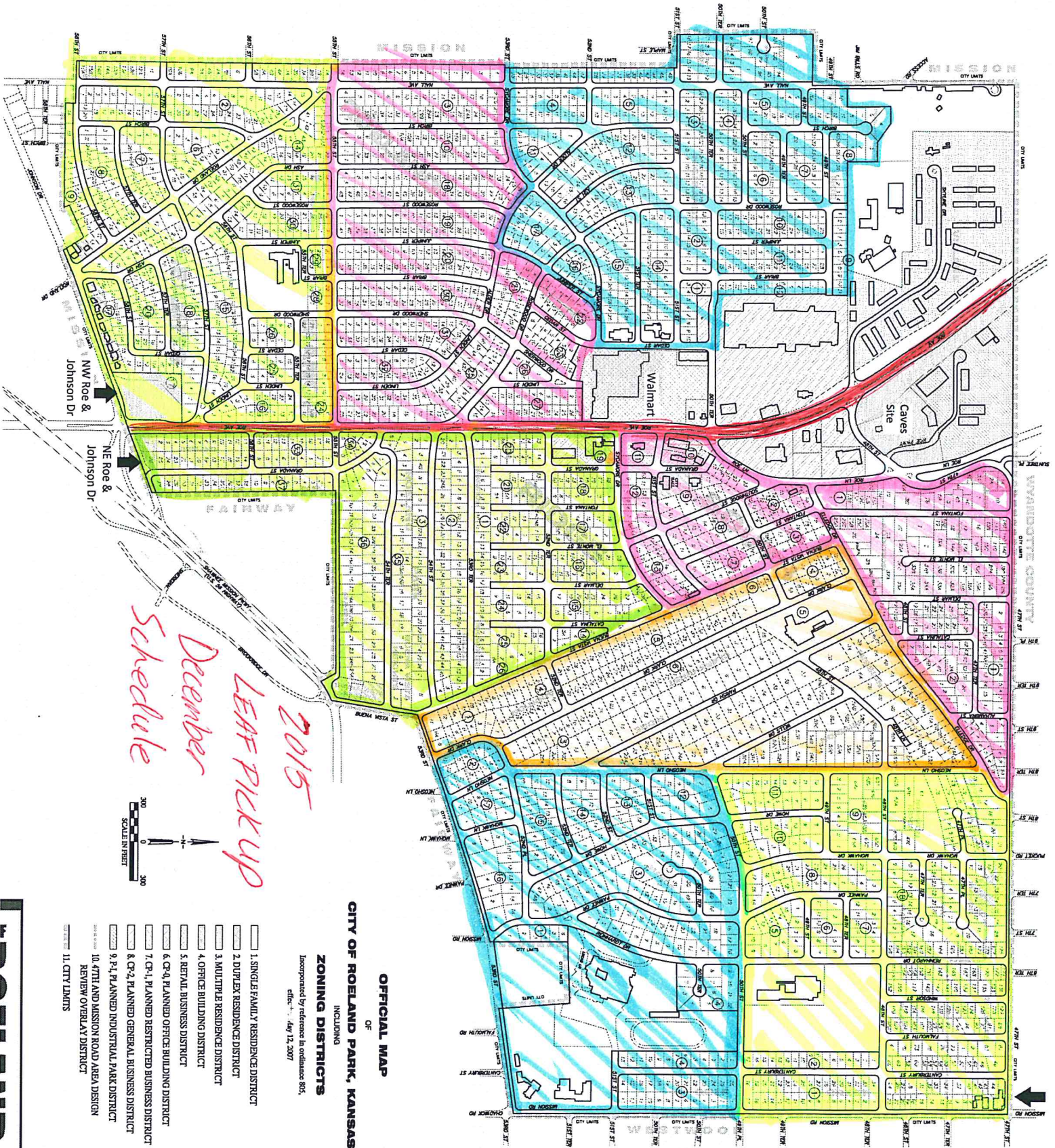
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 Westwood
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ZONING DISTRICTS

Item Number: Applications/Presentations- A.-1.

Committee 5/18/2015
Meeting Date:



City of Roeland Park Action Item Summary

Date:

Submitted By:

Committee/Department:

Title: John O'Neil – Johnson County Wastewater

Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

ATTACHMENTS:

Description

Type

📎 Spring 2015 JOCO Mag

Cover Memo



THE JOHNSON COUNTY GOVERNMENT MAGAZINE

SPRING 2015

FEATURE STORY

DEFENDERS OF PUBLIC HEALTH: JOHNSON COUNTY WASTEWATER

PLANNING FOR THE FUTURE OF LIBRARIES AND PARKS

10 COOL THINGS IN THE COUNTY ARCHIVES



THE JOHNSON COUNTY GOVERNMENT MAGAZINE

JOCO Magazine, a publication produced by Johnson County Government, is mailed to every resident in Johnson County, Kansas, three times per year.

Mission: JOCO Magazine is dedicated to publishing information that informs residents about County services and finances, as well as issues that may impact the quality of life.

Publishing advertising does not constitute agreement or endorsement by this publication or Johnson County Government.

Please send questions or comments about the magazine to jocomag@jocogov.org or call 913-715-0725.

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Olathe, Kansas 66061
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www.jocogov.org/jocomag



2015 presents both challenges and opportunities

As we move further into 2015, there are many reasons to be confident about the future of the county in which we live. The number of people choosing to live in Johnson County has been climbing at a steady rate for the past decade—consistently revealing that this is a community where people want to live, work and raise their families. Surveys show that our residents enjoy the services provided by the county, often referencing the quality libraries and parks, public safety services, as well as the excellent education opportunities, K-12 and higher education programs. We are also beneficiaries of our vibrant business and industry economy. At the end of 2014 the county unemployment rate was 3.3 percent, the lowest in Kansas and the Metro Area, and more people in Johnson County were employed than before the Great Recession began.

While our population has grown (60,000 since 2006), increasing demand for County services, we've worked diligently to be good stewards of our residents' tax dollars and public investments by finding ways to be more efficient. For example, to address the budget shortfalls brought on by the recession, Johnson County reduced 428 full time positions, a 12 percent workforce reduction without layoffs, and cut \$46 million from the annual budget to balance the books. Johnson County has held the line on property taxes for our residents, maintaining the lowest property tax rate in the state by 46 percent, lower than Wyandotte, Douglas, Sedgwick and Shawnee counties.

As our local economy continues to show improvement, we need to recognize however, the impact of financial issues that will need to be addressed by our state government as a result of much lower state revenues and the negative impact on the state budget. 2015 begins the phase

out of the mortgage registration fee, a county revenue source, whose phase out was mandated by the state legislature. The full impact of state budget decisions on local units of government remain to be seen. We will continue to look for ways to be more efficient in all operations. For instance, the recent vendor contract with the Kansas City Area Transit Authority to provide management services for Johnson County Transit will provide substantial cost savings in that operation.

Whatever decisions are made by others that have an impact on county government operations, we know that Johnson County will continue to be a Community of Choice and Opportunity as long as we work together and make the right choices for our future. I, and the other County Commissioners, are committed to doing just that.

Ed Eilert
Chairman
Board of County Commissioners

Johnson County Elected Officials

Ed Eilert, Chairman
Ronald L. "Ron" Shaffer, District 1
James P. Allen, District 2
Steven C. Klika, District 3
Jason Osterhaus, District 4
Michael Ashcraft, District 5
John Toplikar, District 6
Stephen M. Howe, District Attorney
Frank Denning, Sheriff



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Online

Visit jocogov.org to:

- Find your County Commissioner
- Get answers to questions
- Learn about the more than 400 services Johnson County provides to residents.

Social Media

Twitter: @jocogov

Facebook: facebook.com/jocogov

Pinterest: pinterest.com/jocogov

By Phone

Call Center: 913-715-5000

TDD: 800-766-3777

In Person

Attend a weekly Board of County Commissioners meeting at 9:30 a.m. on Thursdays on the third floor of the Administration Building, 111 S Cherry St., Olathe, Kansas 66061.

By Email

Find department directory at www.jocogov.org/departments

Send questions about this publication to: jocomag@jocogov.org

ON THE COVER: Concrete steps across the waterway at Antioch Park (6501 Antioch Rd, Merriam) glisten in the sunlight of a rare, sunny winter day.

ABOVE: On December 17, 2014, Ed Eilert, chairman of the Johnson County Board of County Commissioners and Robbie Makinen, chairman of the KCATA's board of directors, signed a management consolidation agreement expected to save Johnson County \$455,000. See more information on page 5.

In short

A brief glimpse into what's going on at Johnson County Government



Exciting improvements are underway at Central Resource Library

Early next year, this renovated Johnson County Library branch will offer:

- more study rooms
- a larger MakerSpace
- a new Friends of the Library bookstore
- better access to power for your computers and devices
- upgraded air conditioning and lighting

Due to the construction, Central Resources Library has temporarily limited services to material returns, hold pickups, talking to staff about your account and access to a small browsing collection. The best way to stay up to date on this project and find out where your favorite Library program is located during this renovation project is by visiting jocogov.org/library.

Report indicates positive signs of growth in Johnson County

The Johnson County Appraiser's Office 2015 Revaluation Report reveals positive trends for Johnson County residential and commercial construction and market values of existing property. The County's residential new construction permits started moving up in 2012, took a surge in 2013, and maintained close to that level in 2014. The foreclosure rate has dropped significantly, and the county experienced a residential sales volume increase of 6.18 percent between 2013 and 2014. The appraised value of all real property in Johnson County as of February 2015 was \$59.6 billion — a 7.45 percent increase over 2014.

To read the entire report please visit jocogov.org/appraiser.

The JO now under KCATA management

As of February 1, the Kansas City Area Transportation Authority (KCATA) took over management of the Johnson County Transit system. This management consolidation will result in greater efficiencies and cost savings for Johnson County, and doesn't affect The JO's routes, bus stops or fares. To learn more about The JO please visit jocogov.org/thejo.

Need tax help?

April 15 will be here before you know it! If you have a household income of \$53,000 or below, you qualify to have your state and federal income tax returns completed and e-filed for free. Johnson County K-State Research and Extension has partnered with El Centro and NextStepKC to host the Volunteer Income Tax Assistance site. For more information call 913-715-7000.

Crime Victim's Rights Week

The Johnson County District Attorney's office will hold a Crime Victims' Rights Week Art Exhibition on April 2, from 4-6 p.m., in the Johnson County Administration Building (111 South Cherry, Olathe). Come view the art exhibition and become better acquainted with safety tips and crime prevention resources. For more information contact the Victim Assistance Unit of the Johnson County District Attorneys' Office at 913-715-3004.

quotable

"It's finally happened: Johnson County officials on Thursday reached across the state line and agreed to work with a Kansas City-based group to save money and improve public transportation in the metropolitan area. In a world where the Missouri/Kansas line too often divides us, this kind of development deserves positive attention from residents as well as from other civic leaders."

— Published in Yael Abouhalkah's column in *The Kansas City Star* on December 11, 2014

Johnson County employees give back to the community

By NATALIE BLAIR

They don't just serve the public during the workday. Johnson County's 3,800 employees take care of the community when they are off the clock, too. Most employees live here and are passionate about making a positive difference in other's lives. Often, those two interests combine into something powerful.

Employees share their time and talent in three fundraisers each year: Feed the Need, ArtsKC, and United Way. Even the smallest contribution has a huge impact when it's multiplied across the organization.

"Residents see our passion to make Johnson County an extraordinary place through our involvement," said Hannes Zacharias, county manager. "We contribute to being a community that takes care of our people."

Feed the Need

In 1987, the District Attorney's office gathered food to assist those in need in the area. Feed the Need, as it was called, didn't collect much in those early days. Until Rick Beckwith got involved.

Beckwith, then-director of building maintenance, and his staff, would take the donations to a local food pantry. He saw they weren't able to meet client needs and decided to change that.

All County departments now compete for bragging rights and the Beckwith Award, named after the campaign's biggest supporter, who passed away in 2004. Employees donate food, toiletries, and money; departments sponsor events ranging from chili cook-offs to 5K races. An annual Event Day raises funds with food, games, and even a dunk tank.

Larry Sallaz, senior building maintenance mechanic, helped Beckwith deliver those first donations 28 years ago and is still heavily involved.

"It's a great way for me to help my community," he said. "I know what it's like to not have everything you need. The people we help might be a co-worker, a friend, or even a family member who

hasn't said anything because they are ashamed or too proud."

"Feed the Need is one of the most significant food and fundraising efforts for food pantries," said Deborah Collins, director of the Human Services Department and co-chair of the current campaign. "It contributes literally tons of food that we otherwise would not provide."

Feed the Need has collected 4,507,738 pounds of food since 1995. Employees donated 278,364 pounds for the 2013-14 campaign.

"I know what it's like to not have everything you need."

ArtsKC

ArtsKC is a local organization that supports a sustainable, vibrant arts community by encouraging participation in, providing access to, and fostering entrepreneurship in the arts.

"The arts are a critical piece of the fabric of our community and through ArtsKC we have an opportunity to strengthen and enrich this great gift," said Lougene Marsh, Department of Health and Environment director and the campaign's 2015 chairwoman.

Employees participate in many ways, showing a piece in the galleries set up in County buildings, purchasing artwork, or buying calendars featuring the previous year's submissions. The initiative began in 2012; in 2014 employees gave \$12,378.

David Judd, a custodian for the Department of Corrections, created and donated two oil paintings for the silent auction in February.

"This was my first year to participate and I really appreciate ArtsKC," he said. "The program brings us together to celebrate and share each other's visions."

Michael Chamberlin, information systems administrator in Facilities, has been involved in the campaign as an artist and with the planning committee.



Employees check out the artwork of their peers at an ArtsKC reception.

"Not being a native of the Metro area, the diverse cultural offerings here is one of the things that makes it a place I want to stay," he said. "ArtsKC helps keep those programs alive. And it's fun to see the talents of your fellow employees."

United Way of Greater Kansas City

United Way works to identify the needs of the Metro community and organize programs to address them. Employees can direct gifts to their choice of 170 non-profit agencies or support programs such as early childhood initiatives, after school education, services for at-risk young adults, and United Way 2-1-1.

Johnson County Government's first official United Way campaign was in 1983, and employees have donated more than \$1 million in the last five years.

"Every year I hear from employees about the impact United Way made on them or a family member," said Maury Thompson, assistant county manager and 2014 campaign chairman. "The United Way touches so many, in many ways, working to improve the situations of our friends and neighbors, and building a strong community that is resilient and better prepared to meet life's challenges." 🌞

**WEB
EXTRA**

To learn more about how you can help the food pantries, or view employees' artwork, visit www.jocogov.org/jocomag.

Studying the future needs for County parks and libraries

By JODY HANSON

If you ask a Johnson County resident if she is satisfied with the quality of life here, she will most likely say “yes.” In the most recent citizen survey (taken in 2013), 97 percent of participants were satisfied with Johnson County as a place to live, and 96 percent were satisfied with Johnson County as a place to raise children. Two of the highest drivers of that satisfaction are the County’s parks and library systems.

Both of these highly-used systems are conducting in-depth studies to measure how they need to meet the community’s future needs. Whether attending a public meeting, taking a survey or sharing opinions online, Johnson County residents have had many opportunities to weigh in on both plans. Both studies will be released to the public this spring.

Johnson County Library

More than 3 million people walked through the doors of a Johnson County Library branch in 2014. Seven million different objects were circulated among 270,000 cardholders. What will the County want from a library system 20 years from now? Will cardholders still visit buildings to check out books or use a computer or other electronic device? Where is the population moving, and will that determine if branches close or new ones open? The Comprehensive Library Master Plan scheduled for a May 2015 completion will help the library answer those questions and many more.

The library hired Group 4 Architecture, Research + Planning, Inc., which specializes in library planning, to prepare the plan. This firm has relied heavily on input from the community. Group 4 staff trained library employees to facilitate public input-gathering sessions at each branch involving library patrons, businesses, schools and cities. The conversation extended to www.jocolibraryconversation.org, a MindMixer portal where the public can answer questions like “What does the Library do best?” and “What would the ideal library of the future look like?”

Along with this new feedback, Group 4 will incorporate work done by library and County staff over the past three years. That work led to valuable learnings about

“What will the County want from a library system 20 years from now?”

the physical condition of library assets like buildings, technology, collections, as well as the changing demographics of the County and the geography of where residents live in the County.

“The Library Master Plan will evaluate our system in terms of three values: preservation, renovation and innovation,” said Johnson County Librarian Sean Casserley. “At the end of the planning process we will have a professional, third party opinion on where we need to head in terms of buildings and services.”

Johnson County Park & Recreation District

Another highly used system dedicated to constant improvement is the Johnson County Park & Recreation District (JCPRD). The number of people who benefit from JCPRD facilities and programming is staggering — it’s 14 parks, golf courses and sports complexes attracted more than 7 million visits in 2013 and more than 2.5 million participated in programs.

You may have heard of MAP 2020, the master action plan approved by the Board of Park and Recreation Commissioners in 2001. JCPRD has been developing a *new* strategic plan for managing the County’s open space and recreational resources through the year 2030.

A team of nationally-acclaimed specialists headed by SWT Design of St. Louis began working on the project last summer. The planning team, which includes De Soto-based Indigo Design, VSR Design of Prairie Village, ETC Institute of Olathe, and Ballard*King in Denver, has been

busy gathering information over the past several months. That effort included site visits to all JCPRD parks and facilities, multiple community input sessions, meetings with representatives from more than 70 public and private groups, and an extensive survey of more than 1,000 Johnson County households.

“It’s already clear through this process that access to green space and outdoor recreational opportunities are very important to our community,” said JCPRD Executive Director Jill Geller. “The public’s continued participation in the planning effort helps ensure the resulting plan is not only a reflection of the County’s current needs, but also a blueprint for providing a natural



resource and recreational legacy for generations to come.”

The planning team will present a preliminary report to the Board of Park and Recreation Commissioners this spring. The community will have opportunities to review the draft recommendations and priorities at a community input meeting and through the district’s website at www.jcprd.com. Members of the public who would like to receive email notification of the input opportunities can send a request to community.relations@jocogov.org. ☀

WEB EXTRA To join the Library’s Mind Mixer conversation or learn more about JCPRD’s planning and development efforts, visit www.jocogov.org/jocomag.



What advice do you have for new Commissioner Shaffer?



“As soon as possible, become familiar with the wide-range of responsibilities and public services – from airports to wastewater – managed by Johnson County Government.”

Chairman Ed Eilert



“Continue to be a good listener and always keep an open mind on the many issues that you will address.”

Second District Commissioner James P. Allen



“As elected officials, we must do what in our hearts we know is best for the residents of Johnson County.”

Third District Commissioner Steven C. Klika



“Be as available to your constituents as possible.”

Fourth District Commissioner Jason Osterhaus



“Remember, your wife is always right and your family will always be there at the end of the day.”

Fifth District Commissioner Michael Ashcraft



“Always reserve extra time in your busy schedule to spend with your family.”

Sixth District Commissioner John Toplikar

WEB EXTRA

Do you know which Commissioner represents your district? Find your Commissioner and his contact information online at jocogo.org/jocomag.

At work

with the Board of County Commissioners

By JODY HANSON



After 15½ years as Mayor of Prairie Village, Commissioner Ron Shaffer decided not to run again. Around

the same time he learned that his friend, former First District Commissioner Ed Peterson, was not seeking re-election to that position.

“Timing is everything,” Commissioner Ron Shaffer said. “I would not run against someone I support or a friend who is doing a good job in office.”

A Wyandotte County native, Commissioner Shaffer made several Johnson County friends while attending Kansas State University and decided Johnson County was where he wanted to live. His interest in civic involvement started with Kiwanis International, where he held many elected leadership roles, locally and nationally. That expanded to serving on chambers of commerce and other community involvement.

Commissioner Shaffer is an architect and has owned his firm, RLS Architects, since 1979. He has designed retail projects, restaurants, residential projects, factories, warehouses and office buildings in more than 30 states. In 2014, the American Institute of Architects-Kansas City Chapter named Shaffer “Architect of the Year.” Commissioner Shaffer and his wife Jeannine live in Prairie Village, where they raised their three children. ☀

Budget Breakdown

By ANDY GRAHAM

Each year, approving the County's budget is one of the most important decisions made by the Board of County Commissioners (BOCC). The budget articulates the County's priorities and strategic goals, identifies the services and programs that will be provided, and sets forth the County's spending plan for the entire year and the property tax required to support the budget.

Johnson County's current mill levy consists of the 17.764 mills of the County's taxing district, Library's taxing district of 3.157 mills, and Park and Recreation's taxing district of 2.349 mills, for a total of 23.27 mills. One mill is equal to \$1 of property taxes per \$1,000 of taxable value.

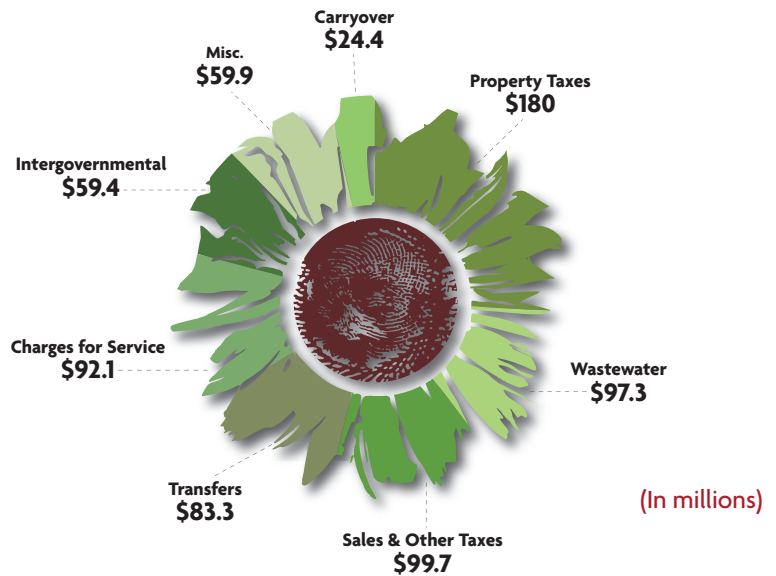
The proposed FY 2016 Budget will be presented to the BOCC on June 4. The Board will review the proposed budget, receive final funding requests from departments and agencies, and make any necessary changes before finalizing the budget in July. The county's next fiscal year begins Jan. 1, 2016.

By the numbers

- **566,933** people live in Johnson County
- **\$59.6 billion** appraised value of all real property in JoCo
- **17.764** County taxing district mill levy, the lowest in Kansas
- **25.9 %** of the County's revenue is from property taxes
- **\$666** average annual resident property tax bill
- **\$55.50** average monthly resident property tax bill

WHAT IT COSTS TO RUN THE COUNTY IN 2015

Total Revenue: \$696.1 million



Property Taxes: also known as Ad Valorem taxes from the mill levy

Wastewater: self-funded enterprise

Sales & Other Taxes: public safety, motor vehicles, etc.

Transfers: interdepartmental, etc.

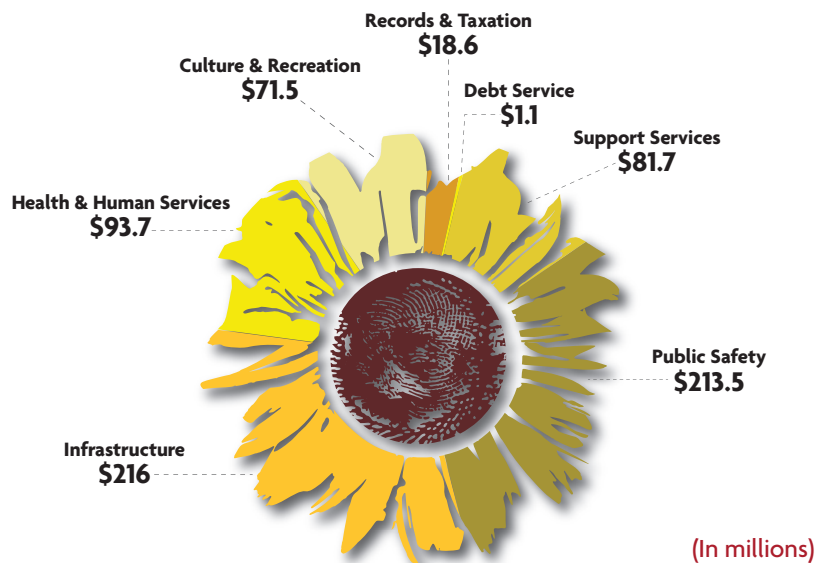
Charges for service: fees from mental health, park and rec, etc.

Intergovernmental: from municipalities, state and federal governments

Misc.: courts

Carryover: investment interest, airport fees, etc.

Total Spending: \$696.1 million



Public Safety: district courts; MED-ACT; corrections; Sheriff; emergency management; etc.

Infrastructure: airport; public works; contractor licensing; transportation; wastewater; etc.

Health & Human Services: aging services; JCDS; health and environment; mental health; etc.

Support Services: BOCC; budget and financial planning; human resources; etc.

Culture & Recreation: parks; library; museum; etc.

Records & Taxation: appraiser; motor vehicles; etc.

Debt Services: bond principal and interest

Defenders of public health: Johnson

By NATALIE BLAIR

When asked who is responsible for keeping our community healthy, most people would say the Department of Health and Environment, MED-ACT, maybe even the Park and Recreation District. But Johnson County Wastewater (JCW) is the unsung hero when it comes to stopping the spread of pathogens and protecting the environment.

While wastewater services is the largest part of the County's budget, the department is mostly self-funded, covering costs through billing and permit fees. The department also keeps an eye toward ways to cut back on expenses, such as joint projects with cities that help minimize costs and increase efficiency.

In 2014, the department brought in \$119.7 million in revenue and incurred expenses of \$113.2 million with the balance going into reserves.

"We strive to be responsible stewards of our resources, both financial and environmental," said John O'Neil, Johnson County Wastewater general manager. "We focus on maintaining our system with an eye to the future because it would be a disservice to residents to do anything but."

It is rare for a wastewater treatment service to be part of a county government structure. Although JCW is the largest provider in the County, some areas have a more traditional model with sanitary sewer service provided by the city. Olathe, DeSoto, Gardner, Edgerton, and Spring Hill provide wastewater services within all or part of their city limits.

"Historically, JCW has the lowest rates in the Metro area because our maintenance keeps the cost down," O'Neil said. "We are fortunate that our County Commissioners recognize the importance of a well-maintained system and support our efforts to find the best long-term value for residents, which isn't always the lowest short-term cost."



Clockwise from top left: Secondary treatment creates a utopia for microorganisms that clean the water; water cascades down "steps" to increase its oxygen content; the clean water, called effluent, is returned to streams and waterways; domes collect biogas — a natural byproduct of treatment — used to help power the Douglas L. Smith Middle Basin Treatment Plant.

What is Wastewater?

Most people equate wastewater with bodily waste, but it's actually all of the water leaving your house and everything in it: shampoo, laundry detergent, soap, and everything toddlers flush down the toilet.

JCW treats the wastewater for all of those "extras" before returning clean water to rivers and streams, but their work doesn't stop there. They prevent backups by cleaning and maintaining a mostly-underground web comprised of 2,200 miles of pipes (enough to stretch from Johnson County to New York City and back), ensure the accuracy of charges, and plan for the County's future needs, all while serving as the first line of defense against threats to our health and environment.

"It's hard work but if we're doing our job right, most people don't give us a second thought," O'Neil said. "We are an integral part of maintaining the county's high quality of life and we take a lot of pride in our work."

Clean Water = A Healthy Community

Protecting public health and safety is Johnson County Wastewater's prime responsibility. If not properly treated, water can carry many dangers:

- disease-causing bacteria such as *E. coli*
- viruses such as cholera
- medications
- metals such as mercury, lead, cadmium, chromium, and arsenic
- household chemicals such as bleach and toilet bowl cleaner

JCW also monitors water from industrial clients to ensure they are doing their part to remove other chemicals before sending into the wastewater stream.

In addition to disease and chemicals, wastewater can carry fats, oils, and grease (FOG) that if ignored can cause sewer blockages and subsequent sewage spills, posing a threat to public health and safety which can be prevented with proper grease management.

FOG includes cooking oil, lard, grease, butter, shortening, margarine, and other

County Wastewater to the rescue

substances used in food processing.

Kitchen waste, along with water that has been used to wash kitchen equipment and floors, contain FOG. When FOG is poured down the drain, it cools and solidifies in sewer pipe walls, clogging the wastewater flow and costing ratepayers money.

JCW has had programs in place for many years to reduce the amount of FOG that enters its system from businesses in the food preparation industry. In 2010, JCW installed a FOG receiving station at the Douglas L. Smith Middle Basin Plant at 69 Highway and College Blvd. This shortened hauling distances for trucks bringing FOG from businesses in Johnson County cities, reducing both costs and greenhouse gas emissions.

“Our higher water quality means tighter controls and regulations.”

Solids removed during treatment are mixed with the FOG, producing biogas — similar to natural gas used to heat your home. The biogas is used as a fuel to generate electricity at the plant, reducing the amount of electricity bought off the power grid. This reduces costs for ratepayers as well as greenhouse gas emissions. The process produced 6,036,000 kWh of green power in 2014 — enough to power 548 homes for a year — and cut the power the plant uses from the electrical grid in half.

After processing, biosolids can be used to fertilize crop land to provide essential nutrients, improve soil structure, enhance moisture retention, and reduce erosion.

Expanding Capabilities

One project that could bring long-term value to JCW customers is the expansion of the Tomahawk Creek Wastewater Treatment Plant at Lee Blvd. and Mission Rd., to meet future regulatory requirements and provide cost-effective treatment.

The plant currently treats 7 million gallons

of wastewater per day, approximately 40 percent of the average of 17 million gallons per day arriving at the plant from parts of Overland Park, Leawood, Prairie Village, and Olathe. The remainder of the wastewater is sent to Kansas City, Mo., for treatment at their Blue River Wastewater Plant. However, Kansas City is facing substantial rate increases due to a federal mandate that will require a \$4.5 billion investment in their system over 25 years. This has caused JCW to assess how to manage this waste in Johnson County.

JCW completed a study in 2013 that recommended looking into options for the Tomahawk Creek plant. Now in the planning phase, to be completed in early 2016, they are identifying the best option.

“We are looking at what it will cost to treat all of the water here rather than send it to Kansas City,” said Susan Pekarek, chief engineer. “We will need to make improvements at Tomahawk to meet future water quality regulations and keep the plant operating, regardless of whether or not we expand our capacity. Current indications are that it will be more cost-effective to expand the plant rather than just make those improvements. Our customers would still have a rate increase, but it will be a smaller increase than if we continue to send it to Kansas City.”

Natural Resources

In addition to planning for the future, JCW’s 208 employees provide a wide array of services: answering customer questions, reviewing bills for accuracy, keeping technology running, maintaining lines and pump stations, and testing samples, just to name a few.

“Our higher water quality means tighter controls and regulations, but we consistently receive national recognition from the National Association of Clean Water Agencies for our outstanding compliance with the National Pollutant Discharge Elimination System permit limits,” O’Neil said. “We couldn’t do that without our dedicated employees.”

By The Numbers

- **208** employees
- **6** treatment plants
- **1** small lagoon facility
- **31** pump stations (some that look like houses)
- **56,000** manholes
- **2,200 miles** of sewer line pipe, covering **172** square miles and **16** cities. The miles of sewer lines would span the distance between Johnson County’s Administration building in Olathe to New York City and back.
- **16.3 billion** gallons of wastewater processed in 2014, equivalent to filling the Sprint Center more than 78 times.
- **63.87 million** gallons of water can be treated daily
- **100 percent** compliance on solids disposal
- **398.42 miles** of sewer line cleaned in 2014
- **6** odor complaints in 2014; well under the goal of less than 53 per year
- **More than 500,000** residents served
- **137,961** active accounts including:
 - 114,893** single-family residential accounts;
 - 17,049** multi-family accounts;
 - 5,907** commercial accounts;
 - 112** industrial accounts

... Continued on page 12

Your Toilet Is Not A Trashcan

Whatever ends up in the sewer can potentially impact the water environment. Keep these 10 things out of the wastewater system:

1. Prescription and over-the-counter pharmaceuticals
2. Hair
3. Rags and towels
4. Baby wipes and diapers
5. Disposable toilet brushes
6. Syringes
7. Personal care products
8. Grease
9. Aquarium gravel or kitty litter
10. Cotton swabs

You Plug It, You Pay For It

Not only do the above items, and a host of others, create sewer backups and overflows, they also cause backups in the public sewer pipes and at the local wastewater treatment plant. The related costs are then passed on to ratepayers. Disposable doesn't mean flushable, and even if something is advertised as flushable, it's still safer and better for the environment to place it in the trash can. It's also a waste of water to flush or send down the drain those things that don't belong there.



Pedro Calderon has been a JCW employee for 32 years. He started in maintenance and with encouragement from department administrators, took classes and gained experience to become a senior laboratory technician.

... Continued from page 11

One of those employees is Pedro Calderon, senior laboratory technician.

He had taken classes for two years at Universidad Nacional de Ingenieria in his native Peru before he met his wife, a Johnson County native. They were in the U.S. for a visit so that Calderon could meet his in-laws when his wife was diagnosed with typhoid fever.

“We spent all our money on hospital bills, so I thought I’d get a job to help us get enough to get back home. I started out as a maintenance guy, mopping floors and cleaning up. I thought I’d be here maybe six months.”

That was in 1982. “I saw how happy my kids were here and I thought, why not stay?”

With some encouragement from then-lab director Ralph Hazel, Calderon took wastewater operation classes at Fort Scott Community College and other classes at Johnson County Community College

and University of Missouri-Kansas City. He moved from maintenance to surveying the insides of pipes with closed-circuit television, and then became an environmental lab technician. He now oversees all fieldwork and sample collection.

Samples are collected throughout the entire treatment process, including checking that businesses and industrial companies are taking out the chemicals, metals, and anything else required by their wastewater permit before their flow enters the County’s system. Employees also check the Tomahawk Creek Plant wastewater that flows to Kansas City so they know what to treat it for and how to calculate service charges.

“We’re all working together to make people’s lives easier,” Calderon said. “It’s my responsibility to help keep our water clean. I don’t want my kids and grandkids to step in dirty streams. I feel ownership for making the community a better place.” 🌞

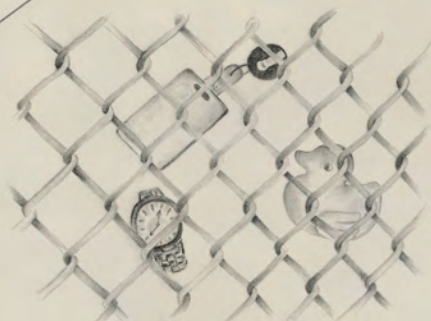
Anatomy of a Flush



1.

Wastewater is all of the water leaving your house and everything in it: shampoo, detergents, and things toddlers flush down the toilet. It is 99.9 percent water and .1 percent solid material — organic and inorganic.

3. Large debris is filtered out of the water.



4.

The water is sent through clarifiers and then microorganisms feed on the dissolved waste.



2.



The wastewater runs through a web of underground pipes to treatment plants.

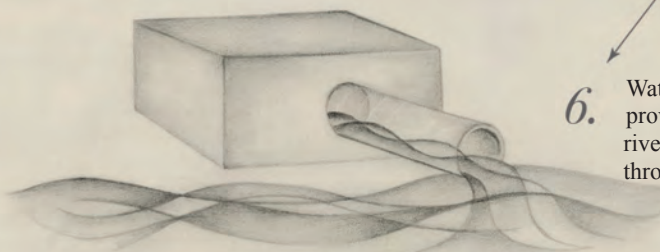
5.

The water is treated with UV light or chemicals, neutralizing any leftover organisms, such as *E. coli*, that might cause disease.



6.

Water is sent to rivers and streams. Your water provider pulls the water out of those streams or rivers, cleans it again, and sends it into your house through another set of pipes.



Where it goes after the flush

1. Collection and Transfer

All of a home's or business's wastewater travels through service lines and sewers and eventually to a wastewater treatment plant.

2. Preliminary Treatment

The used water runs through a bar screen to remove large items such as paper cups and sticks. It then moves through a grit removal chamber to remove debris such as gravel, seeds, and coffee grounds.

3. Primary Treatment

The water is sent through clarifiers to remove the smaller solid particles that still remain. The remaining wastewater

now contains mostly dissolved wastes called primary sludge.

4. Secondary Treatment

In nature, bacteria and other microscopic organisms grow by using that dissolved waste for food. At treatment plants the process goes a little faster by creating a utopia for microorganisms, which feed on the waste, grow, and multiply, cleaning the water.

The water is sent through another round of clarifiers and the resulting settled organisms are combined with the primary sludge to be treated separately.

At this point, more than 85 percent of pollutants have been removed from the wastewater.

5. Disinfection

Treated water is disinfected, using either ultraviolet light or chlorine and a neutralizer, to kill any microorganisms, such as *E. coli*, that might cause disease.

6. Effluent

The cleaned water, called effluent, is then returned to a stream or river. Your water provider pulls the water out of those streams or rivers, cleans it again, and sends it into your house through another set of pipes.

**WEB
EXTRA**

Visit jocogov.org/jocomag to learn more about Johnson County Wastewater (JCW) with additional information, including a list of frequently asked questions and answers, and different ways to get in touch with JCW customer service.

Law enforcement community connects with the public

By JODY HANSON



Officers with the Lenexa Police Department share some coffee and conversation with Johnson County residents at regular “Coffee with a Cop” events.

Mention a cop, a cup of coffee and some pastries and you’ll most likely conjure up the stereotype of an on-duty police officer hanging out at the doughnut shop. However, the Lenexa Police Department has turned a hot cup of Joe into a tool that breaks down barriers with the public, opening the door to stronger relationships and increased public safety.

Coffee with a cop

Since 2012, the Lenexa Police Department has participated in a national program called “Coffee with a Cop.” This effort started with uniformed police officers making scheduled visits to assisted living facilities when the number of crimes against the elderly began to rise.

“We’d provide the coffee and be available to answer any questions residents had,” said Lenexa Police Sergeant Gary Graniewski. “They could talk to us about scams targeting the elderly, or we’d talk about the Royals, without any agenda,” he said. “We want the public to be less intimidated by our uniform and see officers as people who are approachable and can help them.”

In January, the Lenexa Police Department tried something new. About 10 officers held a “Coffee with a Cop” event in a back room at a Lenexa Perkins Restaurant. During the hour and a half

event, more than two dozen people came in for a free cup of coffee and a one-on-one conversation with an officer.

One of those attendees was Kay Plaster of Lenexa. She heard about “Coffee with a Cop” in an email she received from the City of Lenexa, and showed up to vent her frustration about drivers who speed through her neighborhood. She spent about 30 minutes visiting with Sergeant Jay Richards on that topic, along with several other issues on her mind.

“I learned about the blue lights installed on some of our traffic lights...I never knew what those were for,” Plaster said. “I think this event is valuable. It’s good to have a cup of coffee with a police officer because it puts you on a nice, friendly level.”

Getting “social” with your neighborhood police

Other communities are using social media to increase public safety. Olathe was the first city in the Kansas City metro to connect with neighborhoods through Nextdoor, a private social media network geared for neighborhoods. Once a neighborhood signs on, its residents go through a simple screening process to verify that they live in the neighborhood, before they sign up and start interacting.

“We use Nextdoor to communicate directly with more than 5,000 Olathe

residents,” said Sergeant Bryan Hill, public information officer for the Olathe Police Department. “We can provide them with neighborhood-specific crime statistics or alerts. Also, if we are looking for someone in their neighborhood, our Nextdoor residents can help us by providing an extra sets of eyes.”

Nearly half of the households in the Nelson Square neighborhood in Olathe are signed up for Nextdoor. Its members use it to find lost pets, promote its National Night Out events and read safety tips and information about nearby crimes.

“I love the idea of Nextdoor and am trying to use it in every way that could benefit the community,” said Amy O’Bryan, Nelson Square neighborhood watch captain. “Nextdoor is an innovative way to watch out for one another.”

Help T.R.A.C.E. stolen equipment

One way the Johnson County Sheriff’s Office connects with the public is through its T.R.A.C.E. (Theft Reports of Agricultural and Construction Equipment) program. It’s quick email communication between law enforcement and the public specifically related to large equipment or livestock theft.

Launched in 2010, currently 1,460 T.R.A.C.E. members in 122 counties in Missouri and Kansas signed up online and now use email or social media to provide tips to law enforcement when they see suspicious activity on farms, construction sites or other places that store large equipment like tractors or skid steer loaders. In return, detectives use these same tools to alert members when a theft has been reported in their area. 🌞

**WEB
EXTRA**

Tell us about a Johnson County community to profile in a future issue of JOCO Magazine by emailing us at jocomag@jocogov.org.

THREE Questions for Johnson County Government employees

By ANDY GRAHAM



Teal Navarro
Human Resources Partner

Teal Navarro is a human resources partner in Johnson County's Human Resources Department. She has worked for the County for six years, assisting departments and agencies with recruiting for positions, assisting with classification and compensation projects, and providing guidance and advice on employee relations issues.

On average, how many job applications are submitted for each position opening?

We are fortunate to often have a large pool of candidates for our positions. The number of applications can range from around five to more than 300, depending on the position and whether the position was posted only internally or if it was open to the public.

What do you like best about your job?

I really enjoy recruitment. It's a good feeling when you find the perfect person for a position.

What do you tell people who ask if Johnson County is a great place to work?

The people here are great. Employees care so much about what they do and make sure that the public gets the best service possible. Also, the variety of services Johnson County provides is amazing. It's nice to know you're helping make the community a better place, whether by directly providing services to the public, or indirectly by providing support to employees.



Anoush Fardipour
Chief Building Inspector

As chief building inspector, Anoush Fardipour reviews building permit applications for all structural, non-structural, electrical, fire protection, mechanical and plumbing construction documents and specifications for compliance to Johnson County Building Codes for new and existing buildings. Fardipour has worked for the Planning and Codes Department since 1996.

What do you like best about your job?

Direct contact with the public and individuals; helping them accommodate code requirements and issues they have with their building permit and questions during construction process.

What is the most challenging part of your job?

Satisfying the building permit applicant for compliance to the current building code requirements. Most of the time they are not happy to do that since it might mean additional costs.

How many inspections do you perform in a given year?

Reports indicate that we performed a total of 1,940 inspections during 2014.



Megan Younger
Mental Health Co-Responder

Megan Younger, a County employee for nine years, is an emergency services clinician from Johnson County Mental Health embedded with the Overland Park Police Department. Her position is currently paid for by a grant from the Bureau of Justice Assistance.

Can you describe the partnership between Johnson County and Overland Park?

My role is to educate officers about mental health and substance abuse issues in the community. The goal of the co-responder is to decrease the amount of time officers and citizens spend in local emergency rooms, and to avoid sending mentally ill persons to jail if they need treatment.

How do you make life better for Johnson County residents?

I try to reduce the stigma of mental illness and offer education and support for anyone requesting it.

What's the biggest misperception about mental health and your job?

People who are long time mental health consumers may be afraid that they will be taken out of their residence when they have contact with police and myself. In reality, the goal is to try and maintain them in their home and community (least restrictive environment) with as many supports that are available.

BEYOND TREE HUGGING

County sustainability efforts save money, resources

By ANDY GRAHAM

When most people hear the word “sustainability,” they think of the environment and different ways to “go green” — recycling, composting, driving fuel-efficient vehicles, etc. But being sustainable is about more than being eco-friendly.

“From building facilities designed to last for over a hundred years, to reducing our energy costs, sustainability is an investment in the future of Johnson County,” said Sustainability Program Manager Jasmin Moore.

Johnson County Government defines sustainability as “the responsible management of resources to meet the environmental, economic, and human needs of today and for generations to come.” In a 2011 citizen survey, 87 percent of residents said it was important for Johnson County Government to support sustainability programs.

“Sustainability is about being conservative and frugal with our resources to ensure that they will still be around for future generations of Johnson Countians,” said Johnson County Government Bureau Chief Joe Waters.

The County has initiated and participates in several programs that have set the community and County operations on a track towards increased economic benefits and community health.

A recent study on the County’s greenhouse gas inventory emissions by The Brendle Group noted that, “Johnson County is committed to maximizing the economic, environmental, and societal benefits of its operations within the community, and has undertaken a comprehensive sustainability program that addresses topics ranging from air quality and energy efficiency to recycling and water resources.”

Here’s a snapshot of some key Johnson County Government sustainability projects intended to use resources more responsibly for future generations.

LEED-certified buildings

In 2006, Johnson County began building facilities according to Leadership in Energy and Environmental Design (LEED) principles as certified by the U.S. Green Building Council. LEED standards help building owners and operators be environmentally responsible and use resources efficiently. Building high performing facilities saves money on utilities and maintenance down the road, and Johnson County has benefitted to a tune of more than \$8 million dollars of avoided costs since 2006.

“Our focus on high performance building standards in our renovations and new construction has yielded significant energy and operating cost savings,” said Waters.



The County’s LEED-certified buildings include:

- Sunset Drive Building, 11811 South Sunset Drive, Olathe: LEED Gold 2006
- County Communications Center, 11880 South Sunset Drive, Olathe: LEED Gold 2009
- New Century Fieldhouse, 551 New Century Parkway, New Century: LEED Gold 2011
- Youth and Family Services Center, 920 W. Spruce, Olathe: LEED Platinum 2012
- Public Works, 1800 W 56 Highway, Olathe: LEED Gold 2012
- Criminalistics Laboratory, 11890 S Sunset Drive Olathe: LEED Platinum 2013 (*bottom photo*)
- Johnson County Sheriff’s Office Central Booking Facility, 101 North Kansas Avenue, Olathe: LEED certification 2013
- 588 Justice Annex, 588 Santa Fe, Olathe: LEED Silver certification 2014 (*top photo*)

Reusable linens on ambulances

Johnson County MED-ACT has built in sustainable approaches to its operations. One way is by reducing the amount they spend on linens, and the amount of waste produced.

Before 2010, all Johnson County MED-ACT ambulances used disposable linens (sheets, blanket, pillow cases). The problem was that disposable blankets didn't perform well and were expensive. Due to shrinking budgets and a desire to reduce waste, MED-ACT switched to cloth linens, which saves money, improves the patient's comfort, and reduces waste.

"MED-ACT transports more than 20,000 people each year. Washable linen almost eliminated use of disposable paper and plastic sheets, which ended up as waste," said Mark Terry, deputy chief of Emergency Medical Services (EMS). "Sustainability helps to assure that our operational effectiveness doesn't carry unintended impacts and long-term costs."

The linen exchange has been in effect for about four years and has resulted in a more comfortable experience for patients, about \$200,000 in savings, and kept tens of thousands of disposable linens out of the waste stream. This solution was only possible because EMS staff looked beyond the needs of a single patient, ambulance, department, or hospital and looked at the larger system.

MED-ACT fleet

Johnson County MED-ACT also takes a sustainable approach to its vehicle fleet, choosing to reduce emissions and fuel consumption by using clean diesel, and powering equipment with batteries designed to run for up to five hours while the engine is off to reduce idling and pollution. In fact, vehicles will only idle for two reasons:

- in extreme temperatures (less than 45 degrees, greater than 85 degrees) to maintain medications at a safe temperature
- while responding to an emergency

New ambulances (on order) will also be equipped with solar panels to further reduce energy consumption while on a call.

Electric vehicle charging stations

In addition to its expanded fleet of alternative fuel and compressed natural gas vehicles, Johnson County Government has demonstrated a commitment to improving air quality in the region by offering drivers of electric vehicles (EV) a total of 16 charging stations at nine locations — there are currently only about 40 total charging stations available in the entire region. However, many more EV charging stations are coming soon via KCP&L's recent commitment to install 1,000 across the metropolitan area by summer 2015.

Johnson County Middle Basin cogeneration project

In 2013, The National Environmental Health Association awarded the prestigious Sustainability Award to Johnson County Wastewater for its co-generation project at the Douglas L. Smith Middle Basin Treatment Facility.

The project was designed to:

1. increase the solids handling at the Douglas L. Smith treatment plant;
2. use methane from digestion of biosolids and fats, oil and grease from restaurants to generate electricity;
3. reduce the county's carbon footprint; and
4. reduce utility costs for the wastewater department.

Johnson County Wastewater is one of the largest consumers of electricity in Johnson County. The cogeneration project generates enough electricity to power half of the power needs of the entire Douglas L. Smith Treatment plant, which is one of the largest power users in the JCW system. The project makes use of restaurant by-products that were previously treated as waste, and methane. Based on adjustments for rate changes and changes in use patterns, JCW is seeing a savings of approximately \$250,000 per year through on-site power generation.



Composting

Composting is an important part of Johnson County's waste reduction efforts. Food waste makes up about 17 percent of all the waste going to the landfill. Johnson County composts at five facilities: Central Booking, New Century, Administration Building, Sunset Office Building, and Health Services Building.

At the three locations with cafeterias, the County participates in a commercial food composting program where food and other compostable materials (food containers, flatware, cups) are picked up as needed and taken to a recycling center for composting.

In 2014, about 172,000 pounds (86 tons) of food waste were collected from Johnson County facilities and turned into high quality compost, used on landscaping across the region. 🌻

**WEB
EXTRA**

Catch some great sustainability tips for home and the workplace by visiting www.jocogov.org/jocomag

Self sufficiency program helps put Johnson County residents' lives on the right track

By GERALD HAY

Darlene Dunn no longer lives in poverty.

As a graduate of the Johnson County Family Self Sufficiency (FSS) Program, she has a good job, pays her bills, and resides in an Overland Park apartment, requiring no federal assistance for rent. Getting to this point wasn't easy. The FSS program helped to point her towards a better life and financial independence.

Dunn is a survivor in many ways. In 1999, she fled an abusive relationship in her hometown of Baton Rouge, La., to start new in Kansas City with her three young sons and only the belongings that would fit in her car.

"I was homeless when I moved here," she said.

For three months, Dunn and her family stayed at New House, a domestic violence shelter in Kansas City, Mo. Her first jobs barely paid more than the minimum wage. She moved from the shelter to Section 8 housing. A year later, she relocated to Johnson County, living in a federally-assisted townhouse.

In 2002, she moved back to Baton Rouge, but not for long, returning to Johnson County the following year. After receiving public assistance for four years and working low-paying jobs, Dunn was accepted into Johnson County's FSS Program where she turned her life around. The program is coordinated by the Housing Authority — part of the Johnson County Department of Human Services.

The Family Self-Sufficiency Program, created by Congress in 1990 as part of the U.S. Department of Housing and Urban Development, helps participants like Dunn move up and out of poverty.

"The program allowed me to work toward self-sufficiency and to escape poverty," she said. "It made me believe in myself."



Darlene Dunn has come a long way to now living comfortably in her Overland Park apartment.

Johnson County's FSS, which has been in place for more than 14 years, is not so much a program as it is a mechanism designed to help families move up the economic ladder toward financial independence.

The goal of the five-year FSS program — open to families in Johnson County receiving Federal Section 8 housing voucher assistance through the Housing Authority — is to build on the stability that housing subsidies provide and break the cycle of generational poverty.

Participants must work with a FSS coordinator to develop and carry out a personal action plan, the initial purpose of which is to develop a path that allows them to leave public assistance behind. The plan specifies personal goals, including employment, over a five-year contract period, and helps link participants to other support services.

The voluntary program is for those who are unemployed or already employed but want to increase their income and who are willing to commit to changing their lives. As FSS participants succeed in raising

their family income, the portion of their monthly income contributed toward their Section 8 rent payment also increases. HUD allows a percentage of this rent increase to be deposited into an interest-bearing escrow account for the family.

If the family meets its goals within five years and "graduates" from welfare assistance for a period of 12 consecutive months, they receive the funds accumulated in the account. Some ways in which graduates have used their escrow have been for the down payment on a home, continuing to pursue higher education or starting a business.

Graduation is challenging. Since the Johnson County FSS program began, it has had 173 participants with 35 successfully completing their personal action plan. Two of them are now homeowners.

Dunn completed her plan in only three years, ending her reliance on Section 8 housing in 2005 when she graduated with full-time employment.

Last year, Dunn received a Special Achievement Award at both the Kansas Chapter of the National Association of Housing and Redevelopment Officials (NAHRO) and Southwest Regional NAHRO conferences in recognition of her outstanding achievements.

Dunn also completed associate's (2005) and bachelor's (2011) degrees in accounting and is working on her MBA, hoping to graduate in October. She knows FSS helped to point her in the right direction for self-improvement.

"Without the support and training from FSS, I would probably still be living in Section 8 and on welfare," Dunn said. "It changed my life." 🌞

WEB Learn more about
EXTRA FSS and other Human
Services programs at
www.jocogov.org/jocomag

10THINGS In the JoCo Archives

By JODY HANSON

COOL



Johnson County Archives and Records Management serves as the caretaker of official County records. The Archives' three full time employees protect treasured artifacts like these:



1.

Minutes from the first Johnson County BOCC meeting on Sept. 7, 1857 (more than three years before Kansas became a state).

2.

A log book of residents of the Johnson County Poor Farm in 1886. The Poor Farm provided a home and food for the indigent from the Civil War through World War II.

3.

A naturalization record from 1881. Beginning in 1790, naturalization was possible for any free, white adult with four years of residency.

4.

Starting in 1930, **Declaration of Intent Forms** were filed upon arrival to America to begin establishment of residency without delay. The Archives has one from 1931.

5.

An Affidavit for Marriage from 1857. Marriage licenses are one of the most requested documents in the Archives.

6.

A will record dating back to 1859. No death certificates or birth certificates, though. They are housed with the State's Bureau of Vital Statistics.

7.

An Indian land record from 1863. Indian land records contain a certification from the Commissioner of Indian Affairs with the U.S. Department of the Interior.

8.

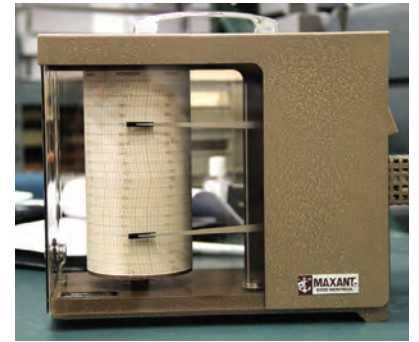
A criminal record from 1859. The Clerk of the District Court donated criminal records from 1857 to 1969 to the Archives.

9.

A school truancy record from 1904. Most truancy records were for children who needed to work, take care of a parent or were exposed to a communicable disease like scarlet fever.

10.

A tax record from 1862 for a block in Monticello Township. Taxes on this land were \$.30, compared to \$3,707.13 today.



The Archives has three hygrothermographs used to monitor the temperature and humidity throughout the building.

ARCHIVES AND RECORDS MANAGEMENT BY THE NUMBERS

24 years in existence (created in 1991, joined the Records and Tax Administration Department in 2010)

85 million estimated page count of stored documents

13,500 square feet of warehouse space

70 degrees Fahrenheit and **50 percent** humidity are the optimum storage conditions



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913-469-3803

Item Number: Applications/Presentations- A.-2.

Committee 5/18/2015
Meeting Date:



City of Roeland Park Action Item Summary

Date:

Submitted By:

Committee/Department:

Title: **Home Occupation License for Therapist Application**

Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

ATTACHMENTS:

Description

Type

📎 Home Occupation License - Grotewohl

Cover Memo



City of Roeland Park

4600 West Fifty-First Street
Roeland Park, Kansas 66205
City Hall (913) 722-2600
Fax (913) 722-3713

CITY OF ROELAND PARK, KANSAS APPLICATION FOR MASSAGE THERAPIST BUSINESS LICENSE

LICENSE TYPE: NEW ☒ RENEWAL ☐ HOME OCCUPATION ☒

FEE: \$50 All fees are non-refundable

All applicants must submit written proof of age (copy of driver's license), two recent passport photographs at least 2"x 2", and a full set of fingerprints (new applicants).

Name: Karen S Grotewohl
(First) (Middle) (Last)

Address: 5049 Parish Drive 66205
(Zip Code)

Home Occupation Permit:

Name and Address of establishment where you are seeking employment or are currently employed:

my home

Verification of employment at the above establishment must be made by obtaining signature of Manager:

Manager Name: self

Signature of Manager _____ Date _____

Specific position, function or duties you are being hired to perform within such establishment:

List all business, occupations, or employments for the three (3) years immediately preceding the filing of this application. Show all periods of unemployment. (Not required for renewal)

Previous Employer of Business	Dates	Address	Position or Nature of Duties
Saint Lukes Hospital	Feb 2007 to present.	4320 Wornell Ste 600 Kansas City, MO 64111	- Cancer Rehab - lymph node Tx
O/P Rehab and Cancer Institute			- Therapeutic massage

Item Number: Applications/Presentations- A.-3.

Committee 5/18/2015
Meeting Date:



City of Roeland Park Action Item Summary

Date:

Submitted By:

Committee/Department:

Title: **Northeast Johnson County Chamber – Deb Settle**

Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

Item Number: Applications/Presentations- A.-4.

Committee 5/18/2015
Meeting Date:



City of Roeland Park Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **Emily Patrick – Keeping Chickens**
Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

ATTACHMENTS:

Description	Type
 Emily Patrick – Keeping Chickens	Cover Memo



City of Roeland Park

4600 West Fifty-First Street
Roeland Park, Kansas 66205
City Hall (913) 722-2600
Fax (913) 722-3713

SPECIAL PERMIT REGISTRATION AND RENEWAL REQUEST FOR KEEPING CHICKENS §2-401&§2-402

Request No. _____

Date Received 4-30-15

- ☒ New registration and Special Permit Request – fee \$80.00*
☐ Registration renewal from the previous year – fee \$20.00*

*Fees are not refundable nor pro-ratable

Applicant Emily Patrick No. of Chickens 3
(Max 6)

Address 5300 Sycamore Dr Zip 66205

Telephone: Home - _____

Work/Cell () _____

- ❖ Applications must include two property diagrams: One of the applicant's property showing the property dimensions, existing structures and the proposed location of chicken coop and enclosure; the other showing neighboring properties and their existing structures.
- Property diagrams are available and can be downloaded off the Internet at land.jocogov.org. After agreeing to the disclaimer, enter your address in the proper fields which will bring up your address information and picture of your house. From this location click on maps where you will be able to view, manipulate and print the required diagrams.

❖ Other Animals At This Address:

None

City Tag #	Date Issued	Breed	Animal Name	Color	Sex	Veterinarian

Item Number: Applications/Presentations- A.-5.

Committee 5/18/2015
Meeting Date:



City of Roeland Park Action Item Summary

Date:

Submitted By:

Committee/Department:

Title: **Joe and Lindsey Carroll – Keeping Chickens**

Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

ATTACHMENTS:

Description

Type

📎 Joe and Lindsey Carroll – Keeping Chickens

Cover Memo



City of Roeland Park

4600 West Fifty-First Street
Roeland Park, Kansas 66205
City Hall (913) 722-2600
Fax (913) 722-3713

SPECIAL PERMIT REGISTRATION AND RENEWAL REQUEST FOR KEEPING CHICKENS §2-401&§2-402

Request No. _____

Date Received _____

☒ New registration and Special Permit Request – fee \$80.00*

☐ Registration renewal from the previous year – fee \$20.00*

*Fees are not refundable nor pro-ratable

Applicant Joe & Lindsey Carroll No. of Chickens 2-3
(Max 6)

Address 4900 Pawnee Dr. Zip 66205

Telephone: Home - _____

Work/Cell - _____

- ❖ Applications must include two property diagrams: One of the applicant's property showing the property dimensions, existing structures and the proposed location of chicken coop and enclosure; the other showing neighboring properties and their existing structures.
 - Property diagrams are available and can be downloaded off the Internet at land.jocogov.org After agreeing to the disclaimer, enter your address in the proper fields which will bring up your address information and picture of your house. From this location click on maps where you will be able to view, manipulate and print the required diagrams.

❖ Other Animals At This Address:

City Tag #	Date Issued	Breed	Animal Name	Color	Sex	Veterinarian

Item Number: Applications/Presentations- A.-6.

Committee 5/18/2015
Meeting Date:



City of Roeland Park Action Item Summary

Date:

Submitted By:

Committee/Department:

Title: John and Madelyn Kamphaus – Keeping Chickens

Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

ATTACHMENTS:

Description

Type

📎 John and Madelyn Kamphaus – Keeping Chickens

Cover Memo



City of Roeland Park

4600 West Fifty-First Street
Roeland Park, Kansas 66205
City Hall (913) 722-2600
Fax (913) 722-3713

SPECIAL PERMIT REGISTRATION AND RENEWAL REQUEST FOR KEEPING CHICKENS §2-401&§2-402

Request No. _____

Date Received 4-24-15

☒ New registration and Special Permit Request – fee \$100.00*

☐ Registration renewal from the previous year – fee \$75.00*

*Fees are not refundable nor pro-ratable

Applicant John + Madelyn Kamphaus No. of Chickens _____
(Max 6)

Address 5101 W. 51 Terrace Zip 66205

Telephone: Home - _____ Work/Cell - _____

- ❖ Applications must include two property diagrams: One of the applicant's property showing the property dimensions, existing structures and the proposed location of chicken coop and enclosure; the other showing neighboring properties and their existing structures.
 - Property diagrams are available and can be downloaded off the Internet at land.jocogov.org. After agreeing to the disclaimer, enter your address in the proper fields which will bring up your address information and picture of your house. From this location click on maps where you will be able to view, manipulate and print the required diagrams.

❖ Other Animals At This Address:

City Tag #	Date Issued	Breed	Animal Name	Color	Sex	Veterinarian
227	4/24/15	coonhound	Leah	Black/Brown	Female	Nail Hills

Item Number: Applications/Presentations- A.-7.

Committee Meeting Date: 5/18/2015



City of Roeland Park Action Item Summary

Date:

Submitted By:

Committee/Department:

Title: Caitlin McGrath – Horizon Academy Great Pumpkin Race

Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

ATTACHMENTS:

Description

Type

📎 Horizon Academy 5k

Cover Memo



The City of Roeland Park, Kansas

4600 West Fifty-First Street
Roeland Park, Kansas 66205

Police Department (913) 677-3363 – Fax (913) 722 -3745

Street Run/Parade Permit

Permit Fee \$150

Date: 10/31/15 Start Time: 8:30 a.m. End Time: 10:30 a.m.

Applicant

Name: Caitlin McGrath Daytime/Cell Phone: 913-789-9443

Address: 4901 Reinhardt Drive, Ste. A City, State, Zip: Roeland Park, KS 66205

Chairperson

Name: Caitlin McGrath Daytime/Cell Phone: 913-789-9443

Address: 4901 Reinhardt Drive, Ste. A City, State, Zip: Roeland Park, KS 66205

Organization Information

Organization: Horizon Academy Phone: 913-789-9443

Address: 4901 Reinhardt Drive, Ste. A City, State, Zip: Roeland Park, KS 66205

Assembly Area: Horizon Academy Starting Point: above address Ending Point: above address

Route of Travel: (Attach Map) Approximate Number of Persons: 400 Animals: / Vehicles: 80-100

Portion of street to be utilized: see map Min/Max Speed of Parade: 2-12 mph

Expected interval between parade units: / Max length of Parade: 2 hours
walk/run

Rain Date: N/A Number of volunteers to assist with route access: 20-25

Signature of Applicant: Caitlin McGrath Signature of Chairperson: Caitlin McGrath

To be completed by City:

Endorsed by Chief of Police or designee: [Signature] Yes: / No: / If No attach reason

If designee (printed name) _____

Dated: _____

Date presented to the City Council: 5/18/15

Approved: _____ Denied: _____ Alternate Permit Offered: _____

Copy to City Clerk on: _____ Copy to City Attorney on: _____

Copy to Public Works on: _____ Copy to Police Department on: _____

Copy to Fire Department on: _____ Copy to City Administrator on: _____

Item Number: Applications/Presentations- A.-8.

Committee 5/18/2015
Meeting Date:



City of Roeland Park Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **Kim Sykora – SMA Run**
Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

ATTACHMENTS:

Description	Type
 SMA Run	Cover Memo



The City of Roeland Park, Kansas

4600 West Fifty-First Street
Roeland Park, Kansas 66205
Police Department (913) 677-3363 – Fax (913) 722 -3745

Street Run/Parade Permit

Permit Fee \$150

Date: September 19, 2015 Start Time: 5:30 am End Time: 11:00 am

Applicant

Name: Kristal Wilson Daytime/Cell Phone: _____

Address: _____ City, State, Zip: _____

Chairperson

Name: Kristal Wilson Daytime/Cell Phone: _____

Address: _____ City, State, Zip: _____

Organization Information

Organization: Families of Spinal Muscular Atrophy (FSMA) Phone: 1-800-866-1762

Address: 925 Busse Rd City, State, Zip: Elk Grove Village, IL 60007

Assembly Area: Bishop Miege High School Starting Point: _____ Ending Point: _____

Route of Travel: (Attach Map) Approximate Number of Persons: 500 Animals: 10 Vehicles: 350

Portion of street to be utilized: _____ Min/Max Speed of Parade: _____

Expected interval between parade units: NA Max length of Parade: 1K/5K

Rain Date: NA Number of volunteers to assist with route access: 50

Signature of Applicant: Kristal Wilson Signature of Chairperson: Kristal Wilson

To be completed by City:

Endorsed by Chief of Police or designee: [Signature] Yes: ✓ No: _____ If No attach reason

If designee (printed name) _____

Dated: _____

Date presented to the City Council: 5/18/15

Approved: _____ Denied: _____ Alternate Permit Offered: _____

Copy to City Clerk on: _____ Copy to City Attorney on: _____

Copy to Public Works on: _____ Copy to Police Department on: _____

Copy to Fire Department on: _____ Copy to City Administrator on: _____

Item Number: Applications/Presentations- A.-9.

Committee 5/18/2015
Meeting Date:



City of Roeland Park Action Item Summary

Date:

Submitted By:

Committee/Department:

Title: **Scott Ferrel - Community Events Update**

Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

Item Number: Applications/Presentations- A.-10.

Committee 5/18/2015
Meeting Date:



City of Roeland Park Action Item Summary

Date:

Submitted By:

Committee/Department:

Title: **Marek Gliniecki – Request from the Arts Committee**

Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

Item Number: Applications/Presentations- A.-11.

Committee 5/18/2015
Meeting Date:



City of Roeland Park Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **City Auditors**
Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

ATTACHMENTS:

Description	Type
 McGladery Cover	Cover Memo
 Auditors Communication Packet final	Cover Memo
 Roeland Park GAS final	Cover Memo



To the Honorable Mayor and
Members of the City Council
City of Roeland Park, Kansas
Roeland Park, Kansas

In accordance with your request, we are attaching the accompanying PDF file, which contains an electronic final version of the financial statements of City of Roeland Park, Kansas as of December 31, 2014. We understand that your request for the electronic copy has been made as a matter of convenience. You understand that electronic transmissions are not entirely secure and that it is possible for confidential financial information to be intercepted by others.

These financial statements and our reports on them are not to be modified in any manner. This final version supersedes all prior drafts. Any preliminary draft version of the financial statements previously provided to you in an electronic formation should be deleted from your computer, and all printed copies of any superseded preliminary draft version should likewise be destroyed.

Professional standards and our firm policies require that we perform certain additional procedures whenever our reports are included, or we are named as accountants, auditors or experts, in a document used in a public or private offering of equity or debt securities. Accordingly, as provided for and agreed to in the terms of our arrangement letter, the Company will not include our reports, or otherwise make reference to us, in any public or private securities offering without first obtaining our consent. Any request to consent is also a matter for which separate arrangements will be necessary. After obtaining our consent, the Company also agrees to provide us with printer's proofs or masters of such offering documents for our review and approval before printing, and with a copy of the final reproduced material for our approval before it is distributed. In the event our auditor/client relationship has been terminated when the Company seeks such consent, we will be under no obligation to grant such consent or approval.

Thank you for the opportunity to serve City of Roeland Park, Kansas.

McGladrey LLP

City of Roeland Park, Kansas

Report to the Finance Committee
April 28, 2015



April 28, 2015

Finance Committee
City of Roeland Park, Kansas
4600 West 51st Street
Roeland Park, Kansas 66205

We are pleased to present this report related to our audit of the basic financial statements of the City of Roeland Park, Kansas (the City) for the year ended December 31, 2014. This report summarizes certain matters required by professional standards to be communicated to you in your oversight responsibility for the City's financial reporting process.

This report is intended solely for the information and use of the Finance Committee, City Council and management and is not intended to be and should not be used by anyone other than these specified parties. It will be our pleasure to respond to any questions you have about this report. We appreciate the opportunity to continue to be of service to the City of Roeland Park, Kansas.

McGladrey LLP

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Exhibit A – Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With Government Auditing Standards	
Exhibit B – Significant Written Communications between Management and Our Firm	
Representation Letter	
Industry Insights – Cyber Security	

Required Communications

Generally accepted auditing standards (AU-C 260, *The Auditor's Communication With Those Charged With Governance*) require the auditor to promote effective two-way communication between the auditor and those charged with governance. Consistent with this requirement, the following summarizes our responsibilities regarding the financial statement audit as well as observations arising from our audit that are significant and relevant to your responsibility to oversee the financial reporting process.

Area	Comments
Our Responsibilities With Regard to the Financial Statement Audit	Our responsibilities under auditing standards generally accepted in the United States of America and <i>Government Auditing Standards</i> issued by the Comptroller General of the United States have been described to you in our arrangement letter dated February 3, 2015. Our audit of the financial statements does not relieve management or those charged with governance of their responsibilities which are also described in that letter.
Overview of the Planned Scope and Timing of the Financial Statement Audit	We have issued a separate communication regarding the planned scope and timing of our audit and have discussed with you our identification of and planned audit response to significant risks of material misstatement.
Accounting Policies and Practices	Preferability of Accounting Policies and Practices Under generally accepted accounting principles, in certain circumstances, management may select among alternative accounting practices. In our view, in such circumstances management has selected the preferable accounting practice. Adoption of, or Change in, Accounting Policies Management has the ultimate responsibility for the appropriateness of the accounting policies used by the City. The City did not adopt any significant new accounting policies, nor have there been any changes in existing significant accounting policies during the current period. Significant or Unusual Transactions We did not identify any significant or unusual transactions or significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus. Management's Judgments and Accounting Estimates Summary information about the process used by management in formulating particularly sensitive accounting estimates and about our conclusions regarding the reasonableness of those estimates is in the attached Summary of Significant Accounting Estimates.
Audit Adjustments	Audit adjustments proposed by us and recorded by the City are attached with the representation letter included with Exhibit B.
Uncorrected Misstatements	We are not aware of any uncorrected misstatements other than misstatements that are clearly trivial.

Area	Comments
Disagreements With Management	We encountered no disagreements with management over the application of significant accounting principles, the basis for management's judgments on any significant matters, the scope of the audit, or significant disclosures to be included in the financial statements.
Consultations With Other Accountants	We are not aware of any consultations management had with other accountants about accounting or auditing matters other than bookkeeping procedures performed by Miller Management Systems.
Significant Issues Discussed With Management	No significant issues arising from the audit were discussed with or the subject of correspondence with management.
Significant Difficulties Encountered in Performing the Audit	We did not encounter any significant difficulties in dealing with management during the audit.
Accounting Pronouncements	Please refer to Note 11 of the financial statements for new accounting pronouncements that have been recently issued that may affect the City's financial reporting in future periods.
Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With <i>Government Auditing Standards</i>	We have separately issued a report on internal control over financial reporting and on compliance and other matters based on an audit of the financial statements as required by <i>Government Auditing Standards</i> . This communication is attached as Exhibit A.
Significant Written Communications Between Management and Our Firm	Copies of significant written communications between our firm and the management of the City, including the representation letter provided to us by management, are attached as Exhibit B.

City of Roeland Park, Kansas

Summary of Significant Accounting Estimates

Year Ended December 31, 2014

Accounting estimates are an integral part of the preparation of financial statements and are based upon management's current judgment. The process used by management encompasses their knowledge and experience about past and current events and certain assumptions about future events. You may wish to monitor throughout the year the process used to determine and record these accounting estimates. The following describes the significant accounting estimates reflected in the City's December 31, 2014 basic financial statements.

Estimate	Accounting Policy	Management's Estimation Process	Basis for Our Conclusions on Reasonableness of Estimate
Depreciable Useful Life of Capital Assets	The depreciable useful life of capital assets is set at the estimated useful life of the related asset.	The determination is made at the time the asset is placed into service and involves various judgments and assumptions based on prior experience.	We believe the estimates used by management of the City are reasonable.
Fair Value of Investments	The City records its investments at the estimated fair value.	If available, investment securities values are based on quoted market prices where marketable securities are not listed on an exchange, quotations are obtained from brokerage firms or national pricing services.	We tested the proprietary of information underlying management's estimates. Based on our procedures, we conclude that management's estimate is reasonable.
Other Postemployment Benefit Plan (OPEB) Assumptions	Accounting and disclosures for the other postemployment benefit plans are based upon calculations performed by an actuary and include numerous assumptions and estimates.	The employee-related factors include turnover, retirement age and mortality. These factors and the estimated discount rate used to determine the present value of liabilities and rate of return on retirement plan assets are based upon historical and general market data. The amounts were calculated by an actuary hired by the City. Management reviews the actuarial results.	We tested the information provided to the actuary and obtained actuarial calculation reports. We believe the estimates and processes used by management of the City are reasonable.

**Exhibit A—Report on Internal Control Over Financial Reporting and
on Compliance and Other Matters Based on an Audit of Financial
Statements Performed in Accordance With *Government Auditing
Standards***



**Report on Internal Control Over Financial Reporting and on
Compliance and Other Matters Based on an Audit of
Financial Statements Performed in Accordance
With Government Auditing Standards**

Independent Auditor's Report

To the Honorable Mayor and
Members of the City Council
City of Roeland Park, Kansas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the City of Roeland Park, Kansas (the City), as of and for the year ended December 31, 2014, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated April 28, 2015.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in cursive script that reads "McGladrey LLP".

Kansas City, Missouri
April 28, 2015

Exhibit B—Significant Written Communications between Management and Our Firm



The City of Roeland Park, Kansas

*4600 West Fifty-First Street
Roeland Park, Kansas 66205
City Hall (913) 722-2600 – Fax (913) 722-3713*

April 28, 2015

McGladrey LLP
4801 Main Street, Suite 400
Kansas City, Missouri 64112

This representation letter is provided in connection with your audit of the basic financial statements of the City of Roeland Park, Kansas (the City) as of and for the year ended December 31, 2014 for the purpose of expressing an opinion on whether the financial statements are presented fairly, in all material respects in accordance with accounting principles generally accepted in the United States (U.S. GAAP).

We confirm, to the best of our knowledge and belief, as of April 28, 2015:

Financial Statements

1. We have fulfilled our responsibilities, as set out in the terms of the audit arrangement letter dated February 3, 2015, for the preparation and fair presentation of the financial statements referred to above in accordance with U.S. GAAP.
2. We acknowledge our responsibility for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
3. We acknowledge our responsibility for the design, implementation and maintenance of internal control to prevent and detect fraud.
4. Significant assumptions used by us in making accounting estimates, including those measured at fair value, are reasonable and reflect our judgment based on our knowledge and experience about past and current events and our assumptions about conditions we expect to exist and courses of action we expect to take.
5. Related-party transactions, including those with component units for which the City is accountable, other organizations for which the nature and significance of their relationship with the City are such that exclusion would cause the reporting entity's financial statements to be misleading or incomplete, and interfund transactions, including interfund accounts and advances receivable and payable, sale and purchase transactions, interfund transfers, long-term loans, leasing arrangements, and guarantees, have been recorded in accordance with the economic substance of the transaction and appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.
6. There are no events subsequent to the date of the financial statements and for which U.S. GAAP requires adjustment or disclosure.
7. The effects, if any, of all known actual or possible litigation and claims have been accounted for and disclosed in accordance with U.S. GAAP.

8. The following have been properly recorded and/or disclosed in the financial statements:
 - a. Arrangements with financial institutions involving restrictions on cash balances have been properly disclosed.
 - b. Net positions and fund balance classifications.
 - c. Expenses or expenditures have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.
 - d. Future changes in accounting pronouncements for GASB Statement Nos. 68, 71 and 72, which have been issued but which we have not yet adopted.
9. We have no direct or indirect, legal or moral obligation for any debt of any organization, public or private, or to special assessment bond holders that is not disclosed in the financial statements.
10. We have complied with all aspects of contractual agreements that would have a material effect on the basic financial statements in the event of noncompliance in conjunction therewith, we specifically represent that we are responsible for determining that we are not subject to the requirements of the Single Audit Act and OMB Circular A-133 because we have not received, expended or otherwise been the beneficiary of the required amount of federal awards during the period of this audit.
11. We agree with the findings of specialists in evaluating Other Postemployment Benefits under GASB Statement No. 45, pension related obligations and disclosures and fair value of certain investments and have adequately considered the qualifications of the specialists in determining the amounts and disclosures used in the financial statements and underlying accounting records. We did not give or cause any instructions to be given to specialists with respect to the values or amounts derived in an attempt to bias their work and we are otherwise not aware of any matters that have had an impact on the independence or objectivity of the specialists.
12. We have no knowledge of any uncorrected misstatements in the financial statements.

Information Provided

13. We have provided you with:
 - a. Access to all information, of which we are aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation and other matters.
 - b. Additional information that you have requested from us for the purpose of the audit.
 - c. Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.
 - d. Minutes of the meetings of the governing boards and committees, or summaries of actions of recent meetings for which minutes have not yet been prepared.
14. All transactions have been recorded in the accounting records and are reflected in the financial statements.
15. We have disclosed to you the results of our assessment of risk that the financial statements may be materially misstated as a result of fraud.
16. We have no knowledge of allegations of fraud or suspected fraud, affecting the City's financial statements involving:
 - a. Management.
 - b. Employees who have significant roles in internal control.
 - c. Others where the fraud could have a material effect on the financial statements.

17. We have no knowledge of any allegations of fraud or suspected fraud affecting the City's financial statements received in communications from employees, former employees, analysts, regulators or others.
18. We have no knowledge of noncompliance or suspected noncompliance with laws and regulations whose effects were considered when preparing financial statements.
19. We are not aware of any pending or threatened litigation and claims whose effects should be considered when preparing the financial statements.
20. We have disclosed to you the identity of the City's related parties and all the related-party relationships and transactions of which we are aware.
21. We are aware of no significant deficiencies in the design or operation of internal controls that could adversely affect the City's ability to record, process, summarize and report financial data.
22. We are aware of no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.

Supplementary Information

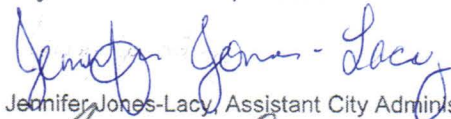
23. With respect to supplementary information presented in relation to the financial statements as a whole:
 - a. We acknowledge our responsibility for the presentation of such information.
 - b. We believe such information, including its form and content, is fairly presented in accordance with accounting principles generally accepted in the United States of America.
 - c. The methods of measurement or presentation have not changed from those used in the prior period.
 - d. When supplementary information is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.
24. With respect to management's discussion and analysis, the schedule of funding progress, and budgetary comparison information presented as required by GASB to supplement the basic financial statements:
 - a. We acknowledge our responsibility for the presentation of such required supplementary information.
 - b. We believe such required supplementary information is measured and presented in accordance with guidelines prescribed by accounting principles generally accepted in the United States of America.
 - c. The methods of measurement or presentation have not changed from those used in the prior period.
25. During the course of your audit, you may have accumulated records containing data that should be reflected in our books and records. All such data have been so reflected. Accordingly, copies of such records in your possession are no longer needed by us.

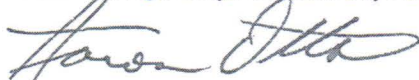
Compliance Considerations

26. In connection with your audit, conducted in accordance with *Government Auditing Standards*, we confirm that management:
 - a. Is responsible for compliance with the laws, regulations and provisions of contracts and grant agreements applicable to the auditee.

- b. Is not aware of any instances, that have occurred or are likely to have occurred, of fraud and noncompliance with provisions of laws and regulations that have a material effect on the financial statements or other financial data significant to the audit objectives, and any other instances that warrant the attention of those charged with governance.
- c. Is not aware of any instances, that have occurred or are likely to have occurred, of noncompliance with provisions of contracts and grant agreements that have a material effect on the determination of financial statement amounts or other financial data significant to the audit objectives.
- d. Is not aware of any instances that have occurred or are likely to have occurred of abuse that could be quantitatively or qualitatively material to the financial statements or other financial data significant to the audit objectives.
- e. Is not aware of any fraud, noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse.
- f. Has a process to track the status of audit findings and recommendations.
- g. Has identified for the auditor previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.
- h. Acknowledges its responsibilities as it relates to nonaudit services performed by the auditor, including a statement that it assumes all management responsibilities; that it oversees the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, or experience; that it evaluates the adequacy and results of the services performed; and that it accepts responsibility for the results of the services. Adjustments recorded during the audit are attached in Appendix A.

City of Roeland Park, Kansas


Jennifer Jones-Lacy, Assistant City Administrator/Finance Director

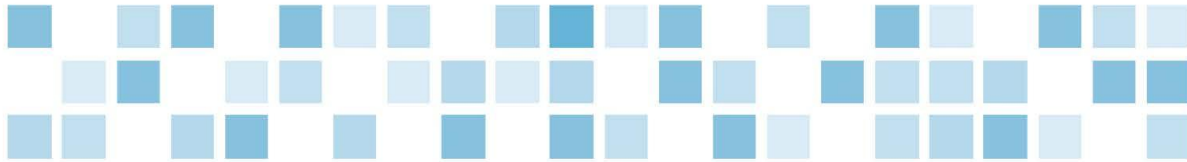

Aaron Otto, City Administrator

City of Roeland Park, Kansas

Appendix A

Number	Date	Name	Account No	Debit	Credit
1	12/31/2014	Prepaid Expenses	1210.000 GF01	24,267.00	
1	12/31/2014	Health Insurance	5126.107 GF01		-24,267.00
Client AJE. January 2015 Health insurance paid in December 2014.					
2	12/31/2014	Bond Principal	5601.480 SRF09	14,079.00	
2	12/31/2014	Bond Interest	5602.480 SRF09		-14,079.00
Reclass entry - Correct classification of interest expense and principal retirement.					
3	12/31/2014	Bond Principal	5601.410 SRF03	53,467.00	
3	12/31/2014	Bond Interest	5602.410 SRF03		-53,467.00
Reclass entry - Correct classification of interest expense and principal retirement.					
4	12/31/2014	Bond Payment Liability	2805.410 SRF03	129,292.00	
4	12/31/2014	Bond Principal	5601.410 SRF03		-129,292.00
Reclass entry - Moving principal retirement from LTD to current.					
5	12/31/2014	Taxes Receivable	1135.101 GF01		-1,702,769.00
5	12/31/2014	Taxes Receivable	1135.200 DSF01		-275,666.00
5	12/31/2014	Taxes Receivable	1135.370 SRF01		-422,022.00
5	12/31/2014	Taxes Receivable	1135.450 SRF05		-264,087.00
5	12/31/2014	Taxes Receivable	1135.480 SRF09		-47,748.00
5	12/31/2014	Taxes Receivable	1135.490 SRF10		-113,014.00
5	12/31/2014	Taxes Receivable	1135.510 SRF11		-46,628.00
5	12/31/2014	Deferred Revenue	2110.101 GF01	1,702,769.00	
5	12/31/2014	Deferred Revenue	2110.200 DSF01	275,666.00	
5	12/31/2014	Deferred Revenue	2110.370 SRF01	422,022.00	
5	12/31/2014	Deferred Revenue	2110.450 SRF05	264,087.00	
5	12/31/2014	Deferred Revenue	2110.480 SRF09	47,748.00	
5	12/31/2014	Deferred Revenue	2110.490 SRF10	113,014.00	
5	12/31/2014	Deferred Revenue	2110.510 SRF11	46,628.00	
To reverse 2013 Ad Valorem receivable and deferred revenue.					
6	12/31/2014	Sunflow er Foundation Grant	4180.101 GF01	6,325.00	
6	12/31/2014	Deferred Revenue	2110.101 GF01		-6,325.00
Client AJE. To correct Sunflow er Foundation Grant entry.					

Number	Date	Name	Account No	Debit	Credit
7	12/31/2014	Taxes Receivable	1135.101 GF01	9,224.00	
7	12/31/2014	Taxes Receivable	1135.101 GF01	7,724.00	
7	12/31/2014	Taxes Receivable	1135.270 SRF13	10,298.00	
7	12/31/2014	Taxes Receivable	1135.290 SRF07	2,574.00	
7	12/31/2014	Taxes Receivable	1135.300 SRF14	5,149.00	
7	12/31/2014	Taxes Receivable	1135.400 SRF02	326.00	
7	12/31/2014	Taxes Receivable	1135.410 SRF03	1,507.00	
7	12/31/2014	Taxes Receivable	1135.420 SRF17	26,844.00	
7	12/31/2014	City/County Sales & Use Tax	4110.101 GF01		-6,150.00
7	12/31/2014	City/County Sales & Use Tax	4110.270 SRF13		-10,298.00
7	12/31/2014	City/County Sales & Use Tax	4110.290 SRF07		-2,574.00
7	12/31/2014	City/County Sales & Use Tax	4110.300 SRF14		-5,149.00
7	12/31/2014	City/County Sales & Use Tax	4110.400 SRF02		-326.00
7	12/31/2014	City/County Sales & Use Tax	4110.410 SRF03		-1,507.00
7	12/31/2014	City/County Sales & Use Tax	4110.420 SRF17		-26,844.00
7	12/31/2014	Sales Tax 27B (28 Fund)	4115.101 GF01		-7,724.00
7	12/31/2014	County Jail Tax	4120.101 GF01		-1,537.00
7	12/31/2014	Safety Sales Tax	4130.101 GF01		-1,537.00
Client AJE. True up February 2015 receipts/December 2014 revenues.					
8	12/31/2014	Streets Maintenance	5438.300 SRF14	67,606.00	
8	12/31/2014	Accounts Payable	2005.300 SRF14		-67,606.00
Client AJE AP invoice that City received after audit testing began					
9		Accumulated depreciation		35,487.00	
9		Depreciation expense			-35,487.00
To correct depreciation expense at 12/31/14					



Cyber Security

For years, experts have warned about increasing risks to business due to cyber attacks, and 2014 was the year the issue exploded into public view after a number of prominent companies reported significant data breaches. Due to this heightened risk, it's more important than ever for companies to evaluate key threats to information security:

- Cyber attacks can be facilitated in part by social engineering in which the attackers trick employees into providing the attackers with information or access, or even unknowingly assist an attacker by downloading malicious software. Annual security awareness training, ongoing security awareness reminders and periodic mock social engineering attacks are the primary means of defending against such attacks.
- Cyber attackers are not only seeking credit cards and bank accounts, but also intellectual property (IP), which can take many forms including confidential customer information, manufacturing designs, purchasing information, and other trade secrets. It is important to know where IP is stored and who has access to it so that you can design and implement specific security controls.
- In today's environment, it is common business practice to have trusted vendors that have access to various systems and applications.

Examples include an HVAC vendor that may need to access systems to monitor their performance, or a contract payroll management provider that accesses the business network for payroll processing information. A rigorous vendor management program is needed to effectively manage third-party access so as to limit the risk that a third party can compromise your systems or data.

- Not too long ago, businesses would focus completely on preventative controls to attempt to prevent cyber attackers from compromising systems. Today it is important to also implement detective controls, such as security monitoring, which is meant to identify potential issues, and corrective controls for use when incidents do occur. Examples of corrective controls include incident response plans and having forensics specialists on retainer. If we plan for a security "failure," we can "fail" gracefully, minimize damage and recover quickly.

McGladrey is available to help if needed in any of the above areas as well as other cyber defense services. The firm has been offering these services since the mid 1990s and continues to provide high-quality innovative security and privacy protection services.

800.274.3978
www.mcgladrey.com

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Assurance • Tax • Consulting



R Park

Comprehensive Annual Financial Report



For the Fiscal Year Ending December 31, 2014

City of Roeland Park, Kansas

City of Roeland Park, Kansas



**Comprehensive Annual Financial Report
for the fiscal year ended December 31, 2014**

Prepared by:

Jennifer Jones-Lacy, Assistant City Administrator/Finance Director

INTRODUCTORY SECTION

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City of Roeland Park

April 28, 2015

The Honorable Mayor, Members of the City Council, and Residents of the City of Roeland Park, Kansas

The Comprehensive Annual Financial Report (CAFR) of the City of Roeland Park for fiscal year ending December 31, 2014 is submitted to you. State law requires that every general-purpose local government publish, within six months of the close of each fiscal year, a complete set of audited financial statements. This report is published to fulfill the requirements for fiscal year ending December 31, 2014.

Letter of Transmittal

For the Fiscal Year
Ended December 31, 2014

City of Roeland Park, Kansas

Responsibility for both the accuracy of the data and the completeness and fairness of the presentation, including all disclosures, rests with the management of the City. To the best of my knowledge and belief, the enclosed data is accurate in all material respects and is reported in a manner designed to present fairly the financial position and results of operations of the various funds of the government. All disclosures necessary to enable the reader to gain an understanding of the City's financial activities have been included which includes management's discussion and analysis.

The management of the City is responsible for establishing and maintaining internal controls designed to ensure that the assets of the City are protected from loss, theft or misuse and to ensure that adequate accounting data is compiled to allow for the preparation of financial statements in conformity with Generally Accepted Accounting Principles (GAAP) in the United States of America. The internal control structure is designed to provide reasonable, but not absolute, assurance that these objectives are met. The concept of reasonable assurance recognizes that; (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

This letter of transmittal provides a non-technical summary of City finances, economic prospects, and achievements. The Management's Discussion and Analysis (MD&A) immediately follows the independent auditors' report and provides a narrative introduction, overview and analysis of the City's basic financial statements. MD&A complements this letter of transmittal and should be read in conjunction with it.

The independent auditing firm of McGladrey, LLP, has issued an unmodified ("clean") opinion on the City of Roeland Park's financial statements for the year ending December 31, 2014. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the Government-wide

and Fund Financial Statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. The independent auditor's report is located at the front of the financial section of this report.

CITY OF ROELAND PARK PROFILE

The City of Roeland Park was incorporated in 1951 and is located in the northeastern part of Johnson County, Kansas. The City occupies 1.64 square miles and serves a population of approximately 6,700. The City's population is at the same population as it was in 1950. During the 1960's through 1980's the city saw a 6-10% population increase each decade. During the past three decades, the City's population has decreased with the 2010 census reporting 6731. The City's population has decreased approximately 18% since 1980.

The City of Roeland Park operates under the Mayor-Council-Administrator form of government. The City is divided into four wards with two councilpersons elected from each ward to serve staggered four year terms. The Mayor is elected by the City at large for a four year term. Policy-making and legislative authority are vested in a Governing Body consisting of the Mayor and eight council members, all elected on a non-partisan basis. The City Council directly appoints the following officers: City Administrator, City Attorney, City Engineer, City Prosecutor, Special Ethics Attorney and Municipal Judge who have full responsibility for carrying out City Council policies and administering day-to-day City operations.

The City Administrator hires the heads of the various departments. The City Administrator is responsible for administering all City programs and departments in accordance with policies and the annual budget adopted by the council. The City provides a full range of municipal services including police protection; the construction and maintenance of streets, storm drainage and other infrastructure, and recreational and cultural activities. Fire and health services are provided by the County and utilities are a service provided by the private sector. The City has an independent contract with a solid waste collector for the annual recycling, composting and residential solid waste disposal.

The City of Roeland Park is also financially accountable for a legally separate Public Building Commission and Property Owners Association, both of which are reported separately within the City of Roeland Park's financial statements. Additional information on both of these legally separate entities can be found in the notes to the financial statements (See Note 1).

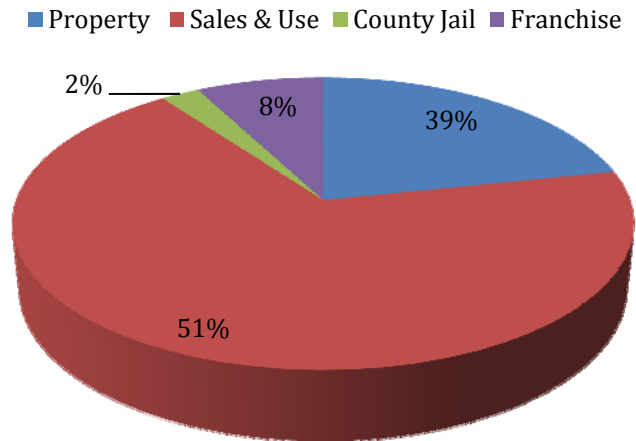
The annual budget serves as the foundation for Roeland Park's financial planning and control. The City Council formally adopts the budget and legally allocates, or appropriates, available monies for the City's various funds. The Council is required to adopt a final budget for the next fiscal year by no later than August 25th of the current year. The budget is prepared by fund, function (e.g., public safety), and department (e.g., police). The City Administrator has the authority to transfer resources within a department and between departments. The City is empowered to levy a property tax on both real and personal property located within its boundaries.

LOCAL ECONOMY

The City of Roeland Park is a small community that has a lot to offer its citizens and visitors. The Roeland Park Community Campus is home to the Community Center, originally built in 1971 as a elementary school, a year round swimming pool, a sports dome that offers volleyball and basketball, as well as soccer. The facility abuts Nall Park, a 10 ½ acres natural conservation area with a walking trail, rain gardens, playground and covered shelter area. The City of Roeland Park's newest park, R Park was opened in March 2010. The park currently has basketball courts, multi-use fields, playground equipment, tennis courts and a walking trail.

The City of Roeland Park's tax revenue base consists of a variety of tax categories; the most significant being taxes applicable to sales tax followed by real property. The FY 2014 Budget increased the property tax levy by 10.947 mills to build up reserves in anticipation of the departure of the City's largest retailer. In prior years, sales tax comprised the largest share of City tax revenues. The City has major industries located within the government's boundaries or in close proximity, which include major grocery stores, major department stores and convenience stores, as well as several financial institutions and insurance companies. The City's sales and use tax increased by approximately 62% compared to 2004.

2014 Tax Revenues by Source, Governmental Funds

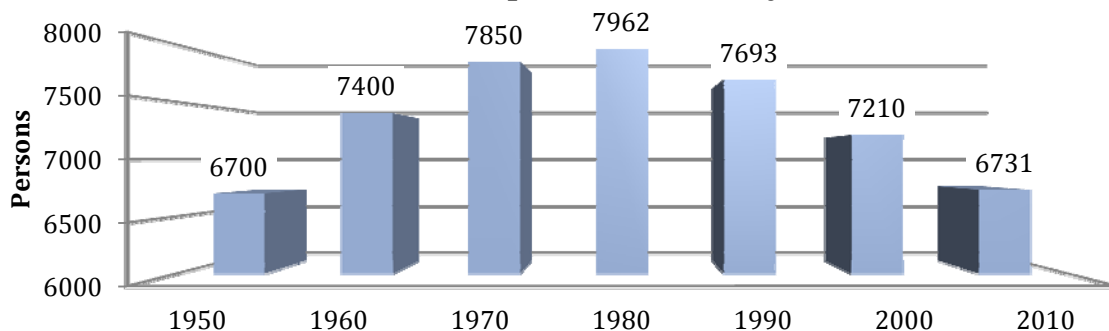


Residential building permit revenues for remodeling and additions have increased in 2014 over the prior year by 10.9%. Assessed valuations of residential and commercial properties increased by approximately 2.57% in 2014 as Johnson County assessed valuations continue to recover from the economic downturn.

In 2014, the City adopted the Johnson County Contractor Licensing Program that requires all contractors obtaining a building, electrical, mechanical, plumbing or demolition permit are to be licensed with the County. The program ensures contractors understand building codes and requires annual continuing education classes to maintain the licensure. The program helps provide homeowners with assurance that contractors in Roeland Park understand City codes, have the required level of insurance and are professionals in their fields.

Median household incomes within the City of Roeland Park are higher than for the state and the nation. According to the census data from the year 2010, median household income was \$64,696 for the City of Roeland Park and \$51,273 for the state.

Roeland Park, KS Population History 1950 -2010



Corrected 2000 population count from original 6817 based on Census Count Question Resolution Program.

The City of Roeland Park's population has decreased 3.7 percent in the last 10 years due to the changing demographics of the area. The median single family home price was \$156,400 according to the 2009-2013 Census estimates.

FINANCIAL ANALYSIS

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Under this basis of accounting, revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

- Property Taxes are recognized as revenues in the year for which they are levied.
- Grants are recognized as revenue as soon as all eligibility requirements have been met.
- Program Revenues, such as charges to customers for goods and services, are recognized in the period they are earned.

Government fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting.

Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period.

- The City considers revenues to be available if they are collected within 60 days of the end of the year.
- Expenditures are generally recorded when a liability is incurred.
- Debt service expenditures and expenditures related to compensated absences and claims and judgments are recorded only when payment is due.

LONG TERM FINANCIAL PLANNING

The City began using a long range financial forecasting module in 2012 to develop the City's annual budget. The purpose of the module is to assist the Governing Body in creating a sustainable budget and to stabilize taxes. The module will also help in the preparation of the City's Capital Improvement Plan and forecasting of debt service payments.

Each department prepares a 3 year proposed budget, with the current year budget as their base. A review of each proposed departmental budget is completed by the council prior to being added to the forecasting module. The budget process includes input from departments, the City Administrator, the City Council and residents at community budget meetings. The Governing Body adopts the budget for the following year in mid-August.

In addition to the budget process, departments submit updated 5 year capital plans for review and approval based upon available funding. The Capital Improvement Plan includes all of the City owned facilities, equipment and infrastructure needs, including the Community Center and Aquatic Center. As part of the process, revenue from property taxes, sales taxes and user fees are updated to determine fund availabilities for long-term projects.

MAJOR INITIATIVES

The Roeland Park Community Foundation helps enhance livability in the City

In late October 2013, the City Council established the Roeland Park Community Foundation, which allows the public to make tax deductible donations to various City initiatives. In its first full year, citizens helped to fund several special events including the annual Christmas Tree lighting, the Neighborhood Block Party and helped to fund several enhancements in R Park.

The Sunflower Foundation also awarded the City and the Citizen's Fundraising Initiative for R Park a grant to build a crushed limestone trail around R Park, add signage and install shade trees along the trail. The Sunflower Foundation provided more than \$18,000 in matching funds. The balance of the funding was paid for in large part by fundraising efforts spearheaded by the Citizen's Initiative. The group hosted its first major fundraiser, Bacon, Blues and Brews in October at the Roeland Park Community Center. Boulevard Brewery and Cinder Block Brewery provided beer, Mass Street Soda in Lawrence provided root beer and several local residents and restaurants attended and donated their bacon themed treats. Attendees were able to enjoy local brews with their bacony treats including bacon flavored snack mix, chocolate covered bacon, and bacon flavored soda. The event raised more than \$8,000 for improvements in R Park.

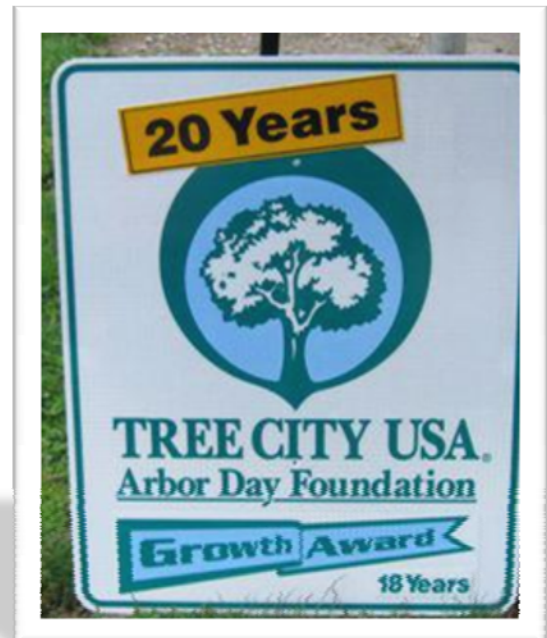
Roeland Park launches the Citizen's Academy

In an effort to educate residents on the basics of their local government, the City of Roeland Park began its first Citizen's Academy in fall 2014. The academy provided citizens with six sessions to showcase the work of the City and its partners. These sessions focused on police, fire and public safety, public works and code enforcement, City financials and budget, recreation, and Class size was limited to keep the sessions intimate and allow plenty of opportunity for questions from participants.

Tree City USA and Growth Award

The Arbor Day Foundation announced that Roeland Park was named a Tree City USA community in honor of its commitment to effective urban forest management. 2014 was the 21st year Roeland Park earned the national designation. Roeland Park achieved Tree City USA recognition by meeting the program's four requirements: a tree board or department, a tree-care ordinance, an annual community forestry budget of at least \$2 per capita and an Arbor Day observance and proclamation.

The Tree City USA Growth Award is awarded by the Arbor Day Foundation to recognize higher levels of tree care by participating Tree City USA communities. The Growth Award highlights innovative programs and projects, increased commitment resources for urban forestry and provides an opportunity to share new ideas and successes across the country. Roeland Park is a Sterling Community, receiving 10 or more growth awards.



RELEVANT FINANCIAL POLICIES

During the FY 2014 budget planning process, the Governing Body increased the City's property tax levy by nearly 11 mills. The goal of the FY 2015 budget was to maintain the mill levy at those levels to continue to provide consistent City services while building General Fund reserves. The 2015 budget was created based upon the following assumptions:

- *No loss in sales tax from the anticipated move of Wal-Mart in 2015 greater than the \$700,000 previously estimated by the City's Financial Advisor*
- *Property values increase by 1.5 percent annually*
- *Franchise fee revenues are projected to be down for gas, telephone, telecable and video in 2015, 2016 and 2017 compared to 2014*

The Governing Body has utilized Tax Increment Financing (TIF) as a means of financing major projects within the City. This has proven to be a vital tool in reducing the amount of City funds that are needed to spur development. The City also approved two Transportation Development Districts (TDDs) which enable long term debt to be retired through the use of excess sales tax. During 2012 the City approved the first Community Improvement District (CID). The CID enables improvements within the district through the use of an excess sales tax.

FUTURE INITIATIVES

The Governing Body annually prepares goals for the upcoming year. They continue to work on the following objectives:

Monetary Goals

- Review/Assess programming needs of public works facility
- Work to implement the Neighbor-to-Neighbor Strategic Plan and review strategic visioning process
- Reconnection initiative with area businesses

Non-Monetary Goals

- Follow-up Citizen Survey
- Implement the interior inspection program for rental housing
- Research stormwater utility - long term maintenance plan
- Work toward redevelopment of Johnson Drive corridor

The above initiatives are currently being discussed to assess the need and costs involved. These items may or may not be funded as a future initiatives.

The City continues to seek developers for the vacant former Roeland Park Pool property at 48th and Roe Parkway. In 2014 the City entered into an interlocal agreement with the City of Mission to jointly develop the property at the northeast corner of Johnson Drive and Roe Boulevard. A steering committee is in the process of collecting citizen feedback on future development, working to obtain right-of-way from KDOT with the hopes of developing a Request for Proposals to develop on the site. The Commerce Bank development at the northwest corner of Roe Boulevard and Johnson Drive has also made headway as the developer investigates a full access interchange to the property from Roe Boulevard. The bank plans to build a branch and drive through facility on the property and hopes to lease additional space to another retailer. The building will include sustainable elements incorporated into the design.

AWARDS AND ACKNOWLEDGMENTS

The Government Finance Officers Association (GFOA) of the United States and Canada awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Roeland Park for its Comprehensive Annual Financial Report (CAFR) for the fiscal year ended December 31, 2013. This was the 20th consecutive year the city government has received this prestigious award. In order to be awarded a Certificate of Achievement, the city government must publish an easily readable and efficiently organized comprehensive annual financial report. This report must satisfy both generally accepted accounting principles and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. We believe that our current comprehensive annual financial report continues to meet the Certificate of Achievement Program's requirements and we are submitting it to the GFOA to determine its eligibility for another certificate.

The preparation of this report would not have been possible without the dedicated and efficient service of the entire staff of the administration department. I wish to express my appreciation to all members of the department who assisted and contributed to the preparation of this report. Credit also must be given to the City Administrator, Mayor and the Council for their constant support for maintaining the highest standards of professionalism in the management of the City of Roeland Parks finances.

Respectfully Submitted,

A handwritten signature in blue ink that reads "Jennifer Jones-Lacy". The signature is written in a cursive, flowing style.

Jennifer Jones-Lacy
Assistant City Administrator/Director of Finance



Government Finance Officers Association

**Certificate of
Achievement
for Excellence
in Financial
Reporting**

Presented to

**City of Roeland Park
Kansas**

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended

December 31, 2013

Executive Director/CEO

CITY COUNCIL



Front row from left to right: Becky Fast, Teresa Kelly, Megan England, Sheri McNeil

Back row from left to right: Michael Rhoades, Joel Marquardt, Jennifer Gunby, Marek Gliniecki, Mel Croston

2014 DEPARTMENT HEADS AND APPOINTED OFFICIALS

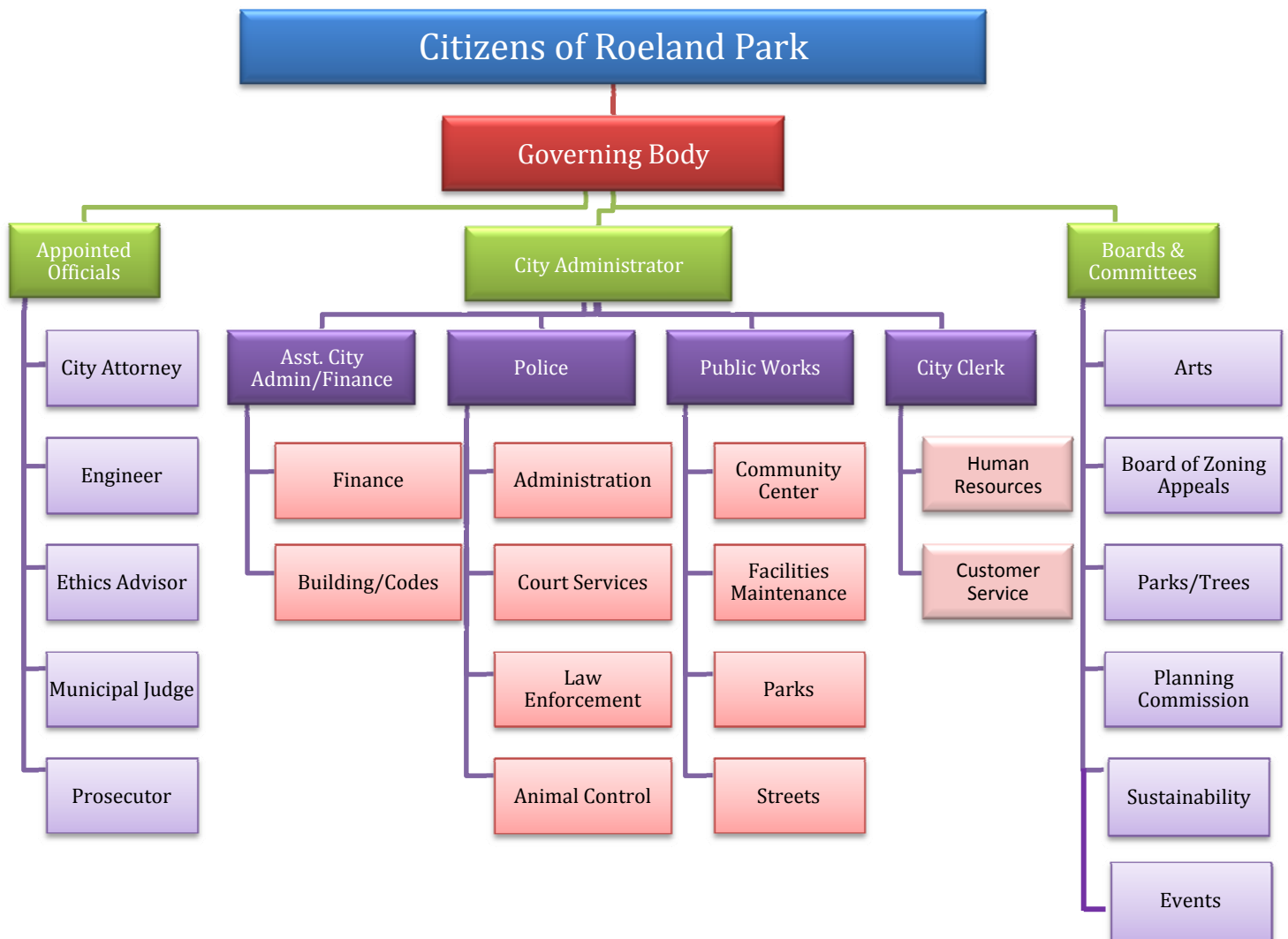
Department Heads

City Administrator Aaron A. Otto
Assistant City Administrator/Director of Finance Jennifer Jones-Lacy
City Clerk Kelley Bohon
Chief of Police Edward John Morris
Director of Public Works Jose Leon

Appointed Officials

City Attorney Neil R. Shortlidge, Esq.
Municipal Court Judge Karen Torline
City Prosecutor Frank Gilman
City Engineer Shafer, Kline & Warren, Inc.
City Ethics Attorney David Waters

ORGANIZATION CHART



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FINANCIAL SECTION

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Independent Auditor's Report

To the Honorable Mayor and
Members of the City Council
City of Roeland Park, Kansas
Roeland Park, Kansas

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the City of Roeland Park, Kansas (the City), as of and for the year ended December 31, 2014, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the City of Roeland Park, Kansas, as of December 31, 2014, and the respective changes in financial position, thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis on pages 3 through 10, schedule of funding progress on page 38 and budgetary comparison information on pages 39 through 40 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of Roeland Park, Kansas' basic financial statements. The combining and individual nonmajor fund financial statements and other schedules, listed in the table of contents as supplementary information, are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the basic financial statements as a whole.

The accompanying introductory, statistical section and other supplemental statistical section, as listed in the table of contents have not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated April 28, 2015, on our consideration of the City of Roeland Park, Kansas' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City of Roeland Park, Kansas' internal control over financial reporting and compliance.



Kansas City, Missouri
April 28, 2015

City of Roeland Park, Kansas

Management's Discussion and Analysis For Fiscal Year Ended December 31, 2014

We offer those interested in the City of Roeland Park's financial statements this narrative overview and analysis of the financial activities of the City of Roeland Park for the fiscal year ended December 31, 2014. We encourage readers to consider the information presented here in conjunction with additional information that we have furnished in our letter of transmittal, which can be found in the introductory section of this report.

Financial Highlights

- The assets and deferred outflows of resources of the City of Roeland Park exceeded its liabilities and deferred inflows of resources as of December 31, 2014 by \$14,627,000 (net position). The assets and deferred outflows of resources of the City of Roeland Park exceeded its liabilities and deferred inflows of resources as of December 31, 2013 by \$13,043,066 (net position).
- The government's total net position increased by \$1,583,934 and \$1,141,575 for 2014 and 2013, respectively. The increase in total net position during fiscal year 2014 was primarily due to an increase in pooled cash. The City Council, due to the upcoming loss of a major sales tax producing entity, has started to build reserves. These reserves will be utilized during the years the property is vacant to offset increasing the Mill Levy beyond the increase levied for fiscal year 2014.
- The City of Roeland Park's governmental funds reported combined ending fund balances of \$5,898,874 and \$4,172,987 as of December 31, 2014 and 2013, respectively. Unassigned fund balance for fiscal years 2014 and 2013 was \$723,121 and \$(3,818), respectively.
- At the end of the current fiscal year, unassigned fund balance for the General Fund was \$1,922,771, or 46 percent of total General Fund expenditures compared to the 2013 balance of \$1,314,949, or 33 percent of total General Fund expenditures.
- The City of Roeland Park's total debt, excluding compensated absences, decreased by \$1,172,473 (6 percent) during fiscal year ended December 31, 2014. The City of Roeland Park's total debt, excluding compensated absences, decreased by \$2,445,170 (12 percent) during fiscal year ended December 31, 2013. The majority of the decrease was due to scheduled principal payments on the debt.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the City of Roeland Park's basic financial statements. The City of Roeland Park's basic financial statements comprise three components: 1) government-wide financial statements; 2) fund financial statements; and 3) notes to basic financial statements.

Government-wide financial statements. The government-wide financial statements are designed to provide a broad overview of the City of Roeland Park's finances in a manner similar to a private-sector business.

The statement of net position presents information on all of the City of Roeland Park's assets, deferred outflows of resources, liabilities and deferred inflows of resources, with the difference between them reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City of Roeland Park is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

City of Roeland Park, Kansas

Management's Discussion and Analysis For Fiscal Year Ended December 31, 2014

The government-wide financial statements reflect functions of the City of Roeland Park that are principally supported by taxes and intergovernmental revenues (governmental activities). The governmental activities of the City of Roeland Park include public safety, highways and streets, culture and recreation, employee benefits and general government.

The government-wide financial statements include the City of Roeland Park itself (known as the primary government). The financial statements also include the Public Building Commission and the Roeland Park City Hall Property Owners Association, the component units of the City of Roeland Park. The component units, although legally separate entities, are included in the City's reporting entity as blended component units because of their significant operational or financial relationship with the City.

Fund financial statements. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City of Roeland Park, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City of Roeland Park are governmental funds.

Governmental funds. Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financial requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The City of Roeland Park maintains 17 individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures and changes in fund balances for the General Fund, Bella Roe/Walmart TIF Fund, Debt Service Fund and TDD #2 – Lowe's Fund all of which are considered to be major funds. Data from the other 13 governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these nonmajor governmental funds is provided in the form of combining statements elsewhere in this report.

Notes to basic financial statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Other information. The City's other postemployment benefit plan and budgetary comparison schedules are presented as required supplementary information immediately following the notes to the basic financial statements. The combining statements referred to earlier in connection with nonmajor governmental funds are presented immediately following the required supplementary information.

Government-Wide Financial Analysis

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. The City's total net position has increased from a year ago. The following table reflects total net position for 2014 of \$14,627,000 and 2013 of \$13,043,066 which represents an increase of \$1,583,934 from 2013.

City of Roeland Park, Kansas

Management's Discussion and Analysis For Fiscal Year Ended December 31, 2014

The City of Roeland Park's restricted net position (\$2,924,033 and \$2,083,763 for fiscal years 2014 and 2013, respectively) represent resources that are subject to external restrictions on how they may be used. The remaining balance is unrestricted net position (\$2,106,264) and (\$3,040,705) for 2014 and 2013, respectively.

City of Roeland Park's Net Position

	Governmental Activities 2014	Governmental Activities 2013	Change
Current and other assets	\$ 13,188,756	\$ 11,712,859	\$ 1,475,897
Capital assets	22,475,850	23,450,838	(974,988)
Total assets	35,664,606	35,163,697	500,909
Total deferred outflows of resources	104,431	116,839	(12,408)
Noncurrent liabilities	14,018,417	15,219,041	(1,200,624)
Other liabilities	3,838,422	3,963,592	(125,170)
Total liabilities	17,856,839	19,182,633	(1,325,794)
Total deferred inflows of resources	3,285,198	3,054,837	230,361
Net position:			
Net investment in capital assets	13,809,231	14,000,008	(190,777)
Restricted	2,924,033	2,083,763	840,270
Unrestricted (deficit)	(2,106,264)	(3,040,705)	934,441
Total net position	\$ 14,627,000	\$ 13,043,066	\$ 1,583,934

At the end of the current fiscal year, the City of Roeland Park is able to report positive balances in two of the three categories of net position for the government as a whole. The City's investment in capital assets is net of any debt used to acquire capital assets, less any unspent debt proceeds. Retroactive reporting of infrastructure assets is not required to be reported by the City of Roeland Park; however, the net position category invested in capital assets is reduced by debt funding used to purchase prior year's infrastructure.

Net position may serve over time as one useful indicator of a government's financial condition. The City's net position increased by \$1,583,934, or 12 percent, for the fiscal year ended December 31, 2014.

Current and Other Assets – The City's current and other assets increased by \$1.5 million from \$11.7 million to \$13.2 million. The increase is attributable to increased property taxes, franchise fees and miscellaneous revenues, primarily from solid waste fees and lease revenues, from the prior year. The City's capital assets decreased by nearly \$1 million or a 4 percent decrease. The primary element of this decrease is due to the depreciation of capital assets.

Noncurrent liabilities decreased by 7.9 percent primarily due to scheduled debt payments. Noncurrent liabilities, excluding debt, include \$107,108 of other postemployment benefits. Other liabilities decreased by 3.2 percent.

City of Roeland Park, Kansas

Management's Discussion and Analysis For Fiscal Year Ended December 31, 2014

The largest portion of the government's net position for governmental activities (94.4 percent) reflects its investment in capital assets (e.g., land, buildings, machinery, equipment and infrastructure), less any related outstanding debt used to acquire those assets. The government uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the government's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities. Capital assets include all assets, still in use, acquired from 1952 through December 31, 2014.

Restricted net position totals \$2,924,033 and represent assets with constraints placed on their use by either external groups such as creditors, grantors, contributors, laws or regulations of other governments, or law through constitutional provisions or enabling legislation. Unrestricted net position, of (\$2,106,264), consists of net position that does not meet the definition of "restricted" or "net investment in capital assets."

The changes in net position are highlighted in the following table, which shows the City's revenues and expenses for the fiscal year. These two main components are subtracted to yield the change in net position.

Revenue is further divided into two major components: program revenue and general revenue. Program revenue is defined as charges for sales and services, operating grants and contributions, and capital grants and contributions. General revenue includes taxes, investment income and other unrestricted revenue sources.

A summary of the City's changes in net position follows:

City of Roeland Park's Changes in Net Position			
	Governmental Activities 2014	Governmental Activities 2013	Change
Revenues:			
Program revenues:			
Charges for services	\$ 682,000	\$ 662,318	\$ 19,682
Operating grants and contributions	369,442	345,189	24,253
Capital grants and contributions	-	-	-
General revenues:			
Property taxes	2,733,711	2,258,333	475,378
Sales and use taxes	3,558,501	3,478,737	79,764
County jail tax	155,176	149,409	5,767
Franchise taxes	517,297	493,139	24,158
Investment earnings	17,898	17,921	(23)
Miscellaneous	596,702	526,344	70,358
Total revenues	8,630,727	7,931,390	699,337
Expenses:			
General government	2,106,504	2,080,869	25,635
Highways and streets	2,558,464	2,095,342	463,122
Public safety	1,522,496	1,583,758	(61,262)
Culture and recreation	191,761	196,798	(5,037)
Interest on long-term debt	667,568	833,048	(165,480)
Total expenses	7,046,793	6,789,815	256,978
Increase in net position	1,583,934	1,141,575	442,359
Net position, beginning	13,043,066	11,901,491	1,141,575
Net position, ending	\$ 14,627,000	\$ 13,043,066	\$ 1,583,934

City of Roeland Park, Kansas

Management's Discussion and Analysis For Fiscal Year Ended December 31, 2014

Total governmental activities revenue was \$8,630,727 and \$7,931,390 in fiscal years 2014 and 2013, respectively.

Certain revenues are generated that are specific to governmental program activities. These totaled \$1,051,442 and \$1,007,507 in 2014 and 2013, respectively. The graphs in Tables 1 and 2 of the statistical section as listed in the table of contents, show the composition of the fiscal year's governmental activities revenue and expenses.

Total governmental activities expenses were \$7,046,793 and \$6,789,815 in fiscal years 2014 and 2013, respectively.

Several of the revenue and expense categories fluctuated between 2014 and 2013. Highlights include the following:

Revenues:

- Property taxes increased by \$475,378 from 2013 as a result of a higher mill levy to build City reserves in preparation for the loss of a major sales tax producer.
- Sales and use taxes increased by \$79,764 from 2013 as a result of increased revenue in the Community Improvement District and increased revenues from County sales and use taxes.

Expenditures:

- The highway and streets expenditures increased by 22.1 percent from 2013 due to increased street maintenance that occurred in 2014.
- Interest on long-term debt expenditures decreased by 19.9 percent primarily due to paying down long-term G.O. Bond debt.

Financial Analysis of the Governmental Funds

As noted earlier, the City of Roeland Park uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds. The focus of the City of Roeland Park's governmental funds is to provide information on near-term inflows, outflows and balances of spendable resources. Such information is useful in assessing the City of Roeland Park's financing requirements. In particular, unrestricted fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of the current fiscal year, the City of Roeland Park's governmental funds reported combined ending fund balances of \$5,898,874, an increase of \$1,725,887 in comparison with the prior year. Fund balance is restricted to indicate that it is not available for new spending because it has already been committed to pay debt service \$2,670,190, special highway \$48,877, capital expansion and improvements \$1,944,469 and Roeland Park property owners association of \$10,722.

City of Roeland Park, Kansas

Management's Discussion and Analysis For Fiscal Year Ended December 31, 2014

The General Fund is the chief operating fund of the City of Roeland Park. At the end of the current fiscal year, unassigned fund balance of the General Fund was \$1,922,771, while total fund balance was \$2,090,538. This is more than the 2013 unassigned fund balance of \$1,314,949 and the total 2013 General Fund balance of \$1,472,816. As a measure of the General Fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total fund expenditures. Unassigned fund balance represents 46 percent of total General Fund expenditures, while total fund balance represents 50 percent of that same amount. Unassigned fund balance represented 33 percent of total General Fund expenditures for 2013, while total fund balance represents 36 percent of that same amount.

The fund balance of the City of Roeland Park's General Fund increased by \$617,722 during fiscal year 2014 and increased \$53,223 during fiscal year 2013. The increase is due to an increase in revenues and a less significant increase in expenditures. Total expenditures in the general fund increased \$187,927 or 4.7 percent, while revenues increased \$465,456 or 10.3 percent. Net other financing sources decreased \$286,970 or 99 percent due to eliminating the transfer out of the General Fund to the Capital Projects Fund.

The Bella Roe/Walmart TIF Fund had an ending fund balance of \$1,508,082. The net increase in fund balance was \$26,149 for the year. The net increase in fund balance was insignificant.

The Debt Service Fund had a total fund balance of \$479,137, all of which is restricted for the payment of debt service (i.e., payment of general obligation principal and interest). The net increase in fund balance during the current year in the Debt Service Fund was \$19,230. The net increase in fund balance was due to increased reserve balances for future debt service.

The TDD #2 – Lowe's Fund had an ending fund balance of \$(1,199,557). The net increase in fund balance was \$119,210 for the year. The net increase in fund balance was due to the accelerated debt schedule and a higher proportion of debt service payments being applied to principal. TDD #2 went into default in 2013 due to sales tax revenue associated with the district being insufficient to cover the bond payments.

General Fund Budgetary Highlights

The legally adopted budget for the General Fund was not amended by the Governing Body in 2014. On a budgetary basis, which can be found in the required supplementary information on page 39, expenditures were less than revenues and other sources, which resulted in an increase in fund balance by \$617,722. Actual revenues were \$37,259 more than budgeted revenues.

General Fund expenditures were lower than the final budget by \$1,526,057.

City of Roeland Park, Kansas

Management's Discussion and Analysis For Fiscal Year Ended December 31, 2014

Capital Asset and Debt Administration

Capital assets. The City of Roeland Park's investment in capital assets for its governmental activities as of December 31, 2014 and 2013, respectively, was \$22,475,850 and \$23,450,838 (net of accumulated depreciation). This investment in capital assets includes land, construction-in-progress, buildings, improvements and infrastructure and machinery and equipment. The total decrease in the City of Roeland Park's investment in capital assets for the current fiscal year was 4 percent.

City of Roeland Park's Capital Assets

	Governmental Activities	
	2014	2013
Land	\$ 1,396,272	\$ 1,396,272
Artwork	12,620	12,620
Construction-in-progress	-	141,595
Buildings	4,399,473	4,399,473
Improvements other than buildings and infrastructure	26,963,548	26,160,922
Machinery and equipment	1,660,857	1,622,490
Accumulated depreciation	(11,956,920)	(10,282,534)
Total	\$ 22,475,850	\$ 23,450,838

Additional information on the City of Roeland Park's capital assets can be found in Note 3 of this report.

Long-term debt. At the end of the current fiscal year, the City of Roeland Park had total bonded debt outstanding of \$17,069,534. Of this amount, \$7,995,000 comprises debt backed by the full faith and credit of the government. The remainder of the City of Roeland Park's debt represents bonds secured solely by specified revenue sources (i.e., revenue bonds) and temporary notes of \$9,074,534.

City of Roeland Park's Outstanding Debt General Obligation and Revenue Bonds

	Governmental Activities	
	2014	2013
General obligation bonds	\$ 7,995,000	\$ 8,395,000
Special obligation tax increment revenue bonds	3,645,147	3,879,226
Transportation development district sales tax revenue bonds	4,495,859	4,805,151
Capital leases	933,528	1,162,630
Total	\$ 17,069,534	\$ 18,242,007

The City of Roeland Park's total debt decreased by \$1,172,473 (6 percent) during the current fiscal year. The majority of the decrease was due to scheduled principal payments on the debt.

Additional information on the City of Roeland Park's long-term debt can be found in Note 4 of this report.

City of Roeland Park, Kansas

Management's Discussion and Analysis For Fiscal Year Ended December 31, 2014

Economic Factors and Next Year's Budgets and Rates

Economic conditions are currently positive with the expectation that they will decline once Wal-Mart leaves the City. However, we anticipate a later departure date than previously estimated. Property taxes increased in 2014 due to an increased mill levy to build reserves. Preliminary reports for 2015 show an increase in assessed valuation of approximately 4 percent over the prior year. However, a portion of that increased revenue will remain in the TIF districts.

The City has financial policies that govern financial decision making. These policies help the governing body:

- Ensure financial sustainability
- Provide transparency to residents and stakeholders
- Establish strategic intent for financial management and a consistent methodology

2015 Budget

The council approved the 2015 budget based upon information provided in the three year forecast. Utilizing a forecasting module allows the governing body to understand future revenue and expense projections, in turn providing a clearer picture of the future financial needs.

Factors used in creating the forecasting model for 2015-2017:

- No loss in sales tax from the move of Wal-Mart greater than the \$700,000 previously estimated by the City's Financial Advisor.
- Property values remain relatively flat, not increasing by more than 2 percent in 2016 and 2017.
- Franchise fees and court revenues remain in line with 3-5 year trend analysis.
- Maintain the same level of services that were experienced in the 2014 budget
- Place funds in the General Fund Reserve in order to manage the reduction in sales tax revenue from the upcoming loss of Wal-Mart (February 2017) and devaluation on commercial and residential property.

Proposed Three Year Outlook - Mill Levy

	2015	2016	2017
Mill Levy	33.337	33.337	33.337
Increase needed annually	0	0	0
Total Mill Levy	33.337	33.337	33.337

Forecasting of city property values were projected to increase by 2 percent in 2016 and 2017.

All of these factors were considered in preparing the City of Roeland Park's budget for fiscal year 2015.

Requests for Information

This financial report is designed to provide a general overview of the City of Roeland Park's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to: Jennifer Jones-Lacy, Assistant City Administrator/Director of Finance, City of Roeland Park, 4600 West 51st Street, Roeland Park, Kansas 66205.

BASIC FINANCIAL STATEMENTS

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City of Roeland Park, Kansas

**Statement of Net Position
December 31, 2014**

	<u>Governmental Activities</u>
Assets	
Current assets:	
Cash and cash equivalents	\$ 4,228,573
Receivables:	
Taxes	4,013,409
Special assessments	2,299,505
Intergovernmental	44,455
Other	22,275
Other assets	70,676
Total current assets	<u>10,678,893</u>
Noncurrent assets:	
Restricted assets, pooled cash	2,509,863
Capital assets:	
Nondepreciable:	
Land	1,396,272
Artwork	12,620
Depreciable:	
Buildings	4,399,473
Improvements other than buildings and infrastructure	26,963,548
Machinery and equipment	1,660,857
Accumulated depreciation	<u>(11,956,920)</u>
Total noncurrent assets	<u>24,985,713</u>
Total assets	<u>35,664,606</u>
Deferred Outflows of Resources	
Deferred charge on refunding	<u>\$ 104,431</u>

See Notes to Basic Financial Statements.

	Governmental Activities
Liabilities	
Current liabilities:	
Accounts payable and accrued liabilities	\$ 484,320
Interest payable	144,553
Compensated absences	76,433
Capital lease obligations	235,257
Tax increment revenue bonds	280,000
General obligation bonds	1,202,000
Transportation development district sales tax revenue bonds	1,415,859
Total current liabilities	3,838,422
Noncurrent liabilities:	
Compensated absences	28,655
Capital lease obligations	698,271
Tax increment revenue bonds, net bond discounts	3,342,300
Transportation development district sales tax revenue bonds, net bond discounts	3,039,836
General obligation bonds, net bond premiums	6,802,247
Net OPEB obligation	107,108
Total noncurrent liabilities	14,018,417
Total liabilities	17,856,839
Deferred Inflows of Resources	
Property taxes	3,285,198
Net Position	
Net investment in capital assets	13,809,231
Restricted for:	
Debt service	1,086,690
Special highway	48,877
Capital expansion and improvement	1,777,744
Roeland Park property owners association	10,722
Unrestricted (deficit)	(2,106,264)
Total net position	\$ 14,627,000

City of Roeland Park, Kansas

Statement of Activities
Year Ended December 31, 2014

Functions/Programs	Expenses	Program Revenues			Net (Expense) Revenue and Changes in Net Position
		Charges for Services and Sales	Operating Grants and Contributions	Capital Grants and Contributions	
					Primary Governmental Activities
Primary Government					
Governmental activities:					
General government	\$ 2,106,504	\$ 323,727	\$ 6,325	\$ -	\$ (1,776,452)
Highways and streets	2,558,464	-	363,117	-	(2,195,347)
Public safety	1,522,496	358,273	-	-	(1,164,223)
Culture and recreation	191,761	-	-	-	(191,761)
Interest on long-term debt	667,568	-	-	-	(667,568)
Total governmental activities	\$ 7,046,793	\$ 682,000	\$ 369,442	\$ -	(5,995,351)
General Revenues					
Taxes:					
Property taxes					2,733,711
Sales and use taxes					3,558,501
County jail tax					155,176
Franchise taxes					517,297
Investment earnings					17,898
Miscellaneous					596,702
Total general revenues					7,579,285
Changes in net position					1,583,934
Net position beginning of year					13,043,066
Net position end of year					\$ 14,627,000

See Notes to Basic Financial Statements.

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City of Roeland Park, Kansas

**Balance Sheet
Governmental Funds
December 31, 2014**

	General Fund	Bella Roe/ Walmart TIF Fund	Debt Service Fund
Assets			
Pooled cash	\$ 1,825,183	\$ 104,528	\$ 479,137
Receivables:			
Taxes	2,266,408	475,266	335,183
Special assessments	-	-	2,299,505
Intergovernmental	-	-	-
Other	22,275	-	-
Due from other funds	3,118	-	-
Other assets	70,676	-	-
Restricted assets, cash	157,500	1,403,554	-
Total assets	\$ 4,345,160	\$ 1,983,348	\$ 3,113,825
Liabilities			
Accounts payable and accrued liabilities	\$ 320,480	\$ -	\$ -
Due to other funds	-	-	-
Matured long-term debt in default	-	-	-
Total liabilities	320,480	-	-
Deferred inflows of resources			
Unavailable revenue - property taxes	1,934,142	475,266	335,183
Unavailable revenue - special assessments	-	-	2,299,505
Total deferred inflows of resources	1,934,142	475,266	2,634,688
Fund balances (deficits)			
Restricted	157,500	1,381,082	479,137
Committed	-	127,000	-
Assigned	10,267	-	-
Unassigned	1,922,771	-	-
Total fund balances	2,090,538	1,508,082	479,137
Total liabilities, deferred inflows of resources and fund balances	\$ 4,345,160	\$ 1,983,348	\$ 3,113,825

See Notes to Basic Financial Statements.

TDD #2 - Lowe's Fund	Nonmajor Governmental Funds	Total
\$ -	\$ 1,819,725	\$ 4,228,573
20,081	916,471	4,013,409
-	-	2,299,505
-	44,455	44,455
-	-	22,275
-	-	3,118
-	-	70,676
1,749	947,060	2,509,863
<u>\$ 21,830</u>	<u>\$ 3,727,711</u>	<u>\$ 13,191,874</u>
\$ 398	\$ 163,442	\$ 484,320
130	2,988	3,118
1,220,859	-	1,220,859
<u>1,221,387</u>	<u>166,430</u>	<u>1,708,297</u>
-	540,607	3,285,198
-	-	2,299,505
-	540,607	5,584,703
-	2,656,539	4,674,258
-	-	127,000
-	364,228	374,495
(1,199,557)	(93)	723,121
<u>(1,199,557)</u>	<u>3,020,674</u>	<u>5,898,874</u>
<u>\$ 21,830</u>	<u>\$ 3,727,711</u>	<u>\$ 13,191,874</u>

City of Roeland Park, Kansas

**Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Position
December 31, 2014**

Total governmental fund balances		\$	5,898,874
Amounts reported for governmental activities in the statement of net position are different because:			
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds:			
Capital assets			34,432,770
Accumulated depreciation			(11,956,920)
Other long-term assets are not available to pay for current period expenditures and, therefore, are reported as a deferred inflow of resources in the funds, unavailable revenues			2,299,505
Long-term liabilities including bonds payable, are not due and payable in the current period and, therefore, are not reported in the funds:			
Compensated absences, current	\$	(76,433)	
Compensated absences, noncurrent		(28,655)	
Interest payable		(144,553)	
Premium on bonds, net		(9,247)	
Discount on bonds, net		63,011	
Deferred charge on refunding, net		104,431	
General obligation bonds, current		(1,202,000)	
General obligation bonds, noncurrent		(6,793,000)	
Tax increment revenue bonds, current		(280,000)	
Tax increment revenue bonds, noncurrent		(3,365,147)	
Transportation development district sales tax revenue bonds, current		(195,000)	
Transportation development district sales tax revenue bonds, noncurrent		(3,080,000)	
Capital lease obligations, current		(235,257)	
Capital lease obligations, noncurrent		(698,271)	
Net OPEB obligation		(107,108)	(16,047,229)
Net position of governmental activities			<u><u>\$ 14,627,000</u></u>

See Notes to Basic Financial Statements.

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City of Roeland Park, Kansas

Statement of Revenues, Expenditures and Changes in Fund Balances (Deficits)

Governmental Funds

Year Ended December 31, 2014

	General Fund	Bella Roe/ Walmart TIF Fund	Debt Service Fund
Revenues:			
Taxes	\$ 2,578,947	\$ 423,683	\$ 275,053
Special assessments	3,008	-	256,800
Intergovernmental	1,091,542	-	-
Licenses and permits	171,320	-	-
Fines and forfeitures	284,977	-	-
Interest	204	17,675	-
Other	712,811	-	-
Total revenues	4,842,809	441,358	531,853
Expenditures:			
Current:			
General government	1,729,968	4,040	-
Highways and streets	544,428	-	-
Public safety	1,054,081	-	-
Culture and recreation	-	-	-
Employee benefits	671,559	-	-
Capital outlay	11,051	-	-
Debt service:			
Principal retirement	180,000	220,000	890,000
Interest and fiscal charges	30,465	191,169	177,623
Bond issuance costs	-	-	-
Total expenditures	4,221,552	415,209	1,067,623
Revenues over (under) expenditures	621,257	26,149	(535,770)
Other financing sources (uses):			
Issuance of long term debt	-	-	-
Transfers in	210,465	-	555,000
Transfers out	(214,000)	-	-
Total other financing sources (uses)	(3,535)	-	555,000
Changes in fund balances	617,722	26,149	19,230
Fund balances, beginning of year,	1,472,816	1,481,933	459,907
Fund balances (deficits), end of year	<u>\$ 2,090,538</u>	<u>\$ 1,508,082</u>	<u>\$ 479,137</u>

See Notes to Basic Financial Statements.

TDD #2 - Lowe's Fund		Nonmajor Governmental Funds	Total
\$	126,773	\$ 2,660,797	\$ 6,065,253
	-	-	259,808
	-	177,334	1,268,876
	-	-	171,320
	-	-	284,977
	3	16	17,898
	-	35,799	748,610
	126,776	2,873,946	8,816,742
	-	69,937	1,803,945
	-	175,023	719,451
	-	-	1,054,081
	-	98,340	98,340
	-	-	671,559
	-	1,001,261	1,012,312
	-	403,181	1,693,181
	7,566	258,277	665,100
	-	22,886	22,886
	7,566	2,028,905	7,740,855
	119,210	845,041	1,075,887
	-	650,000	650,000
	-	446,622	1,212,087
	-	(998,087)	(1,212,087)
	-	98,535	650,000
	119,210	943,576	1,725,887
	(1,318,767)	2,077,098	4,172,987
\$	(1,199,557)	\$ 3,020,674	\$ 5,898,874

City of Roeland Park, Kansas

Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances (Deficits) of Governmental Funds to the Statement of Activities Year Ended December 31, 2014

Net change in fund balances - governmental funds	\$	1,725,887
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Amounts reported for governmental activities in the statement of activities are different because:

Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. The following is the detail of the amount by which capital outlays exceeded depreciation in the current year:

Capital outlay		744,880
Depreciation:		
General government	\$ (137,903)	
Public safety	(40,374)	
Culture and recreation	(93,421)	
Highways and streets	<u>(1,448,170)</u>	(1,719,868)

Revenues in the statement of activities that do not provide current financial resources are not reported in the funds	(186,015)
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Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds:

Change in compensated absences	(39,466)
Change in net OPEB obligation	(5,083)

Bond proceeds provide current financial resources to governmental funds, but issuing debt increases long-term liabilities in the statement of net position. Repayment of bond principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net position:

Principal payments on long-term debt	1,693,181	
Amortization of bond premium, bond discounts and deferred charge on refunding	(17,912)	
Issuance of long-term debt	(650,000)	
Change in accrued interest	<u>38,330</u>	1,063,599
Change in net position of governmental activities		<u><u>\$ 1,583,934</u></u>

See Notes to Basic Financial Statements.

City of Roeland Park, Kansas

Notes to Basic Financial Statements

Note 1. Nature of Operations, Reporting Entity, Basis of Presentation, Measurement Focus and Basis of Accounting and Summary of Significant Accounting Policies

Nature of operations:

The City of Roeland Park, Kansas (the City) is a second-class city with a mayor-council form of government and a City Administrator. The City was incorporated in 1951 and covers an area of approximately 1.64 square miles in Johnson County, Kansas. The City has approximately 6,800 residents. The City's organization consists of the general governmental departments of Administration, Police, Public Works and Recreation.

The accounting and reporting policies of the City conform to accounting principles generally accepted in the United States of America applicable to local governments. The following represent the more significant accounting and reporting policies and practices of the City.

Reporting entity:

Accounting principles generally accepted in the United States of America require the financial reporting entity include (1) the primary government, (2) organizations for which the primary government is financially accountable and (3) other organizations for which the nature and significance of their relationship with the primary government are such that exclusion would cause the reporting entity's financial statements to be misleading or incomplete.

As required, the accompanying basic financial statements present the City and its component units for which the City is considered to be financially accountable. Financial accountability is based primarily on operational or financial relationships with the City (as distinct from legal relationships).

Component units' year-ends are December 31 and are reported in the City's basic financial statements as follows:

Blended component units are the Public Building Commission (PBC) of Roeland Park and the Roeland Park City Hall Property Owners Association (the Association), both of which are governed by the same governing body as the City. Although they are legally separate from the City, the PBC and the Association are reported as if they were part of the primary government as blended component units. The PBC's sole function is to finance through issuance of bonds the construction, equipping and furnishing of a building or buildings or other facilities of a revenue-producing character, including parking facilities. The Association's primary function is to act as an agent for the unit owners within City Hall. The Association administers various functions within City Hall, establishes the means and methods of collecting assessments and charges and arranges for the management of City Hall. The activities of the Association are included in the accompanying basic financial activities as part of the Special Revenue Funds. The PBC had no current year activity to present in the financial statements. Complete unaudited financial statements of the individual component units can be obtained from the Finance Department at City Hall:

City of Roeland Park
Finance Department
4600 West 51st Street
Roeland Park, Kansas 66205

City of Roeland Park, Kansas

Notes to Basic Financial Statements

Note 1. Nature of Operations, Reporting Entity, Basis of Presentation, Measurement Focus and Basis of Accounting and Summary of Significant Accounting Policies (Continued)

Basis of presentation:

Government-wide and fund financial statements: The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the activities of the City. For the most part, the effect of interfund activity has been removed from these statements. Interfund services provided and used are not eliminated from these statements. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support. The City does not have any business-type activities.

The statement of activities demonstrates the degree to which the direct expenses of a given function are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function. Program revenues include 1) charges to customers or applicants who purchase, use or directly benefit from goods, services or privileges provided by a given function and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function. Taxes and other items not included among program revenues are reported as general revenues.

Separate financial statements are provided for governmental funds. The focus of fund financial statements is on major funds. Major individual governmental funds are reported as separate columns in the fund financial statements. Nonmajor funds are aggregated and presented in a single column.

Fund accounting: The accounts of the City are organized on the basis of funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for by providing a separate set of self-balancing accounts which comprise its assets, deferred outflows of resources, liabilities, deferred inflows of resources, fund balance, revenues and expenditures. The City has the following funds:

Governmental fund types: Governmental fund types are those funds through which most governmental functions typically are financed. Governmental fund reporting focuses on the sources, uses and balances of current financial resources. Expendable assets are assigned to the various governmental funds according to the purposes for which they may or must be used; current liabilities are assigned to the fund from which they are paid; and the difference between governmental fund assets and liabilities, the fund equity, is referred to as "fund balance." The measurement focus is upon determination of changes in financial position, rather than upon net income determination. The following are the City's major governmental funds:

General: The General Fund is the government's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

Bella Roe/Walmart TIF: A debt service fund created to account for monies received which are restricted for the purpose of retiring tax increment bonds issued by the Roeland Park Redevelopment LLC project. Currently, this includes the Series 2005, Special Obligation Tax Increment Revenue Bonds dated February 1, 2005 for original issuance amount of \$4,495,000.

City of Roeland Park, Kansas

Notes to Basic Financial Statements

Note 1. Nature of Operations, Reporting Entity, Basis of Presentation, Measurement Focus and Basis of Accounting and Summary of Significant Accounting Policies (Continued)

Debt Service: A debt service fund used to account for the servicing of the general long-term debt of the City.

TDD #2 – Lowe's: A debt service fund created to establish transportation development districts ("transportation districts") within such jurisdiction, to acquire interests in property and to construct any project or undertaking relating thereto to improve any bridge, street, road, highway access road, interchange, intersection, signing, signalization, parking lot, bus stop, station, garage, terminal, hangar, shelter, rest area, dock, wharf, lake or river port, airport, railroad, light rail or other mass transit facility and any similar or related project or infrastructure (collectively, "transportation projects"); and the Act further authorizes said governing body, in order to pay the costs of such transportation projects, to impose a transportation district sales tax on the selling of tangible personal property at retail or rendering or furnishing services within transportation districts in any increment of .10 percent or .25 percent not to exceed 1.0 percent and/or the levy of special assessments upon property within such transportation districts, and to issue revenue bonds payable from such sales taxes and/or special assessments. The District covers all of Lot 2, Roeland Park Shopping Center, a subdivision of land in Roeland Park, Kansas.

Measurement focus and basis of accounting:

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Amounts reported as program revenues include 1) charges to customers or applicants for goods, services or privileges provided, 2) operating grants and contributions and 3) capital grants and contributions. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include all taxes.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

In applying the susceptible to accrual concept to intergovernmental revenues, the legal and contractual requirements of the numerous individual programs are used as guidance. There are, however, essentially two types of these revenues. In one, monies must be expended on the specific purpose or project before any amounts will be paid to the City; therefore, revenues are recognized based upon the expenditures recorded and the availability criteria. In the other, monies are virtually unrestricted as to purpose of expenditure and are usually revocable only for failure to comply with prescribed requirements. These resources are reflected as revenues at the time of receipt or earlier if the susceptible to accrual criteria are met.

Charges for sales and services, licenses and permits, fines and forfeitures and miscellaneous revenues are generally recorded as revenue when received in cash, because they are generally not measurable until actually received. Investment earnings are recorded as revenue when earned since they are both measurable and available.

City of Roeland Park, Kansas

Notes to Basic Financial Statements

Note 1. Nature of Operations, Reporting Entity, Basis of Presentation, Measurement Focus and Basis of Accounting and Summary of Significant Accounting Policies (Continued)

Property taxes are recognized as a receivable at the time they become an enforceable legal claim. The current taxes receivable represent the 2014 levy plus any uncollected amounts from the 2013 levy. Property taxes that are not available for current year operations are shown as a deferred inflow of resources. Property taxes are levied each year on all taxable real and personal property in the City. The City's property tax is levied and a lien attached each November 1 on the assessed value as of the prior January 1. The first half is paid on or before December 20th and the second half paid on or before May 10th of the following year.

Taxes receivable represent property, sales and franchise taxes, including interest and penalties, reduced by an appropriate allowance for uncollectible taxes.

Summary of significant accounting policies:

The significant accounting policies followed by the City include the following:

Cash and investments: The City maintains a cash and investment pool to maximize investment opportunities. Income from investments purchased with pooled cash is allocated to individual funds based on the fund's average cash balance and legal requirements. Each fund's portion of total cash and investments is reported as such within this report. In addition, certain investments are separately held by several of the City's funds. Investments are reported at fair value based on quoted market prices. The City invests in the Kansas Municipal Investment Pool, which is administered by the Kansas Office of State Treasurer and is an external investment pool not SEC registered, and the Federated Money Market Treasury Obligations Fund. The fair value of the position in the external investment pools is the same as the pool shares. In addition, certain resources set aside are classified as restricted assets on the balance sheet because their use is limited by applicable bond requirements, as either bond reserve accounts, debt service accounts or unspent bond proceeds restricted for capital projects.

Accounts receivable: Results primarily from miscellaneous services provided to citizens in the governmental funds. All are net of an allowance for uncollectibles.

Capital assets: Including land, construction-in-progress, buildings, improvements, machinery and equipment and infrastructure are reported in the applicable governmental activities columns in the government-wide financial statements. Capital assets are defined by the City as assets with an initial, individual cost of more than \$5,000 and an initial useful life of one year or greater. Such assets are recorded at historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair value at the date of donation.

The City has not capitalized general governmental infrastructure assets purchased or constructed prior to January 1, 2003 as allowed by Governmental Accounting Standards Board Statement No. 34. Retroactive reporting of general governmental infrastructure assets is not required for the City of Roeland Park, Kansas.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend the life of the asset are not capitalized.

Notes to Basic Financial Statements

Note 1. Nature of Operations, Reporting Entity, Basis of Presentation, Measurement Focus and Basis of Accounting and Summary of Significant Accounting Policies (Continued)

Depreciation has been provided over the estimated useful lives of the respective assets using the straight-line method. The estimated useful lives for each capital asset type are as follows:

Buildings	20 - 50 years
Improvements other than buildings	20 years
Vehicles	3 - 15 years
Machinery and equipment	5 - 20 years
Infrastructure	65 years

The City's collection of works of art, library books and other similar assets are not capitalized, except for any individual items greater than \$5,000, which are reported as nondepreciable capital assets. These collections are unencumbered, held for public exhibition and education, protected, cared for and preserved and subject to City policy that requires proceeds from the sale of these items to be used to acquire other collection items.

Deferred outflows of resources: In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The City only has one item that qualifies for reporting in this category. It is the deferred charge on refunding reported in the government-wide statement of net position. A deferred charge on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt using the straight-line method which approximates the effective interest method.

Deferred inflows of resources: In addition to liabilities, the statement of net position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The governmental funds report unavailable revenues from two sources: property taxes and special assessments. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available. In the City's government-wide statements, only the property tax revenues remain as a deferred inflow of resources and will become an inflow in the year for which they are levied.

Interfund transactions: Transactions, among City funds that would be treated as revenues and expenditures or expenses if they involved organizations external to City government, are accounted for as revenues and expenditures or expenses in the funds involved.

Transactions, which constitute reimbursements to a fund for expenditures initially made from it which are properly applicable to another fund, are recorded as expenditures in the reimbursing fund and as reductions of expenditures in the reimbursed fund.

Transactions, which constitute the transfer of resources from a fund receiving revenues to a fund through which the revenues are to be expended, are separately reported in the respective funds' operating statement of revenues, expenditures and changes in fund balance.

City of Roeland Park, Kansas

Notes to Basic Financial Statements

Note 1. Nature of Operations, Reporting Entity, Basis of Presentation, Measurement Focus and Basis of Accounting and Summary of Significant Accounting Policies (Continued)

Activity between funds that are representative of lending/borrowing arrangements at the end of the fiscal year are referred to as "due to/from other funds." Those that are longer term in nature are reported as advances to/from other funds.

Compensated absences: Under terms of the City's personnel policy, City employees are granted vacation and sick leave in varying amounts. In the event of termination, an employee is paid for accumulated vacation days up to the amount earned in one year. These benefits of the governmental funds that are considered matured or due are reported as an expenditure and a fund liability of the fund that will pay it. Employees are not paid for accumulated sick leave upon termination. The amount of accumulated unpaid vacation which is payable from available resources is recorded as a liability of the respective fund only if they have matured, for example, as a result of employee retirements and resignations.

Fund balance: In the governmental fund financial statements, fund balances are classified as follows:

Nonspendable: Amounts which cannot be spent either because they are in a nonspendable form or because they are legally or contractually required to be maintained intact.

Restricted: Amounts restricted to specific purposes when constraints placed on the use of the resources are either externally imposed by creditors, grantors or state or federal laws or imposed by law through constitutional provisions or enabling legislation.

Committed: Amounts which can be used only for specific purposes pursuant to constraints formally imposed by the City Council through ordinance approved prior to year-end. Those committed amounts cannot be used for any other purpose unless the City Council removes or changes the specified use by taking the same action it employed to commit those amounts.

Assigned: Amounts constrained by the City's intent to use them for a specific purpose. It is the City's policy that the authority to assign fund balance has been delegated by the City Council to the Assistant City Administrator/Director of Finance and City Administrator.

Unassigned: All amounts not included in other spendable classifications. The General Fund is the only fund that would report a positive amount in unassigned fund balance. Restricted deficit amounts of other governmental funds would also be reported as unassigned.

When an expenditure is incurred in governmental funds which can be paid using either restricted or unrestricted resources, the City's procedure is to pay the expenditure from restricted fund balance and then from less-restrictive classifications – committed, assigned and then unassigned fund balances.

Net position: Represent the difference between assets and liabilities. Net investment in capital assets consist of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowings used for the acquisition, construction or improvement of those assets. Net position is reported as restricted when there are limitations imposed on their use through enabling legislation or through external restrictions imposed by creditors, grantors or laws or regulations of other governments. Net position restricted through enabling legislation consist of \$1,086,690 for debt service, \$48,877 for special highway, \$1,777,744 for capital expansion and improvements and \$10,722 for Roeland Park property owner's association.

City of Roeland Park, Kansas

Notes to Basic Financial Statements

Note 1. Nature of Operations, Reporting Entity, Basis of Presentation, Measurement Focus and Basis of Accounting and Summary of Significant Accounting Policies (Continued)

The City first applied restricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position are available.

Bond discount, premium and issuance costs: In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities. Bond premiums and discounts are deferred and amortized over the life of the bonds using a method which approximates the effective interest method. Bond issuance costs are reported as debt service expenditures in the period that the debt is issued.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Use of estimates: The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Note 2. Cash and Investments

Authorized investments: Kansas state statutes authorize the City, with certain restrictions, to deposit or invest in open accounts, time deposits, certificates of deposit, repurchase agreements, United States treasury bills and notes and the State Treasurer's investment pool. Statutes also require that collateral pledged must have a fair market value equal to 100 percent of the deposits (less insured amounts) and investments, and must be assigned for the benefit of the City. The statutes provided for an exception for peak deposit periods during tax-paying time where, for a period of 60 days, the amount of required collateral could be reduced by one-half. The City maintains a pooled money market account that is available for use by all funds. Each fund type's portion of this pool is presented on the combined balance sheet as pooled cash. Interest income is credited to the corresponding accounts per state statute. Interest is then credited to the General Fund based on the average balance of funds held for future claim liabilities. Remaining interest income is credited to the Debt Service Fund and capital projects funds based on the funds' average investment balance. The City has not adopted a formal investment policy that would further limit its investment choices.

Interest rate risk: Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. The City does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

As of December 31, 2014, the City had \$157,500 invested in the Kansas Municipal Investment Pool. The Kansas Municipal Investment Pool is authorized under the 1992 Senate Bill 480 Section 1 and funds may be withdrawn at anytime. The average maturity of the Kansas Municipal Investment Pool as of December 31, 2014 is less than one year. As of December 31, 2014, the City also had \$577,011 invested in the Federated Money Market Treasury Obligations Fund in which funds may be withdrawn at any time. The average maturity of the Federated Money Market Treasury Obligations Fund as of December 31, 2014 is 39 days. The City also had \$449,500 invested in a Repurchase Agreement – Treasury Bond, which is not subject to interest rate risk as it is guaranteed by the U.S. government.

City of Roeland Park, Kansas

Notes to Basic Financial Statements

Note 2. Cash and Investments (Continued)

Credit risk: Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The City has no investment policy that would limit its investment choices. As of December 31, 2014, the City's investment in the Kansas Municipal Investment Pool was rated AA+/S1+ by Standard & Poor's and was not rated by Moody's Investor Services. The City's investment in Federated Money Market Treasury Obligations Fund was rated AA+ by Standard & Poor's and Aaa-mf by Moody's Investor Services. The City's investment in the Repurchase Agreement – Treasury Bond, is not subject to credit risk as it is guaranteed by the U.S. government.

Concentration of credit risk: The City places no limit on the amount the City may invest in any one issuer. As of December 31, 2014, the City's investments are not subject to concentration of credit risk.

Custodial credit risk: Custodial credit risk is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty (e.g., broker-dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. As of December 31, 2014, the City's bank balances of deposits with financial institutions of \$5,734,000 were not exposed to custodial credit risk. As of December 31, 2014, the City's investment in the Kansas Municipal Investment Pool, Federated Money Market Treasury Obligations Fund and the Repurchase Agreement – Treasury Bond were not subject to custodial credit risk.

Note 3. Capital Assets

The following is a summary of changes in capital assets for the year ended December 31, 2014:

	2013 Balance	Additions	Deletions	2014 Balance
Governmental Activities				
Capital assets not being depreciated:				
Land	\$ 1,396,272	\$ -	\$ -	\$ 1,396,272
Artwork	12,620	-	-	12,620
Construction-in-progress	141,595	-	141,595	-
Total capital assets not being depreciated	1,550,487	-	141,595	1,408,892
Capital assets being depreciated:				
Buildings	4,399,473	-	-	4,399,473
Improvements other than buildings and infrastructure	26,160,922	802,626	-	26,963,548
Machinery and equipment	1,650,325	83,849	73,317	1,660,857
Total capital assets being depreciated	32,210,720	886,475	73,317	33,023,878
Less accumulated depreciation for:				
Buildings	1,802,923	80,227	-	1,883,150
Improvements other than buildings and infrastructure	7,514,971	1,494,325	-	9,009,296
Machinery and equipment	992,475	145,316	73,317	1,064,474
Total accumulated depreciation	10,310,369	1,719,868	73,317	11,956,920
Total capital assets being depreciated, net	21,900,351	(833,393)	-	21,066,958
Governmental activities capital assets, net	\$ 23,450,838	\$ (833,393)	\$ 141,595	\$ 22,475,850

City of Roeland Park, Kansas

Notes to Basic Financial Statements

Note 3. Capital Assets (Continued)

Depreciation expense was charged to governmental activities functions/programs as follows:

Governmental Activities:

General government	\$ 137,903
Public safety	40,374
Culture and recreation	93,421
Highways and streets	1,448,170
Total depreciation expense, governmental activities	\$ 1,719,868

Note 4. Long-Term Debt

A summary of changes in long-term debt for the year ended December 31, 2014 follows:

Type of Issue	Balance December 31, 2013	Additions	Retirements	Balance December 31, 2014	Due Within One Year
General obligation bonds	\$ 8,395,000	\$ 650,000	\$ 1,050,000	\$ 7,995,000	\$ 1,202,000
Tax increment revenue bonds	3,879,226	-	234,079	3,645,147	280,000
Transportation development district sales tax revenue bonds	4,805,151	-	309,292	4,495,859	1,415,859
Add premiums	10,039	-	792	9,247	-
Less discounts	(69,307)	-	(6,296)	(63,011)	-
Capital leases	1,162,630	-	229,102	933,528	235,257
Compensated absences	65,622	105,088	65,622	105,088	76,433
Total long-term debt	\$ 18,248,361	\$ 755,088	\$ 1,882,591	\$ 17,120,858	\$ 3,209,549

Compensated absences are normally liquidated by the General Fund.

City of Roeland Park, Kansas

Notes to Basic Financial Statements

Note 4. Long-Term Debt (Continued)

A detailed listing of the City's long-term debt outstanding as of December 31, 2014 follows:

Debt Issue	Date Issued	Original Amount	Interest Rate	Balance
Long-Term Debt:				
General Obligations Bonds:				
Internal Improvement, Series 2008	8/15/08	\$ 4,185,000	3.15-4.30%	\$ 705,000
General Obligations Bonds, Series 2010-1	8/19/10	3,345,000	1.50-3.50	2,270,000
General Obligations Bonds, Series 2011-1	4/28/11	525,000	0.65-2.05	210,000
General Obligations Bonds, Series 2011-2	8/25/11	1,565,000	2.00-3.40	1,380,000
General Obligations Bonds, Series 2012-1	8/1/12	2,950,000	0.65-2.40	2,780,000
General Obligations Bonds, Series 2014-A	11/25/14	650,000	2.25	650,000
				<u>\$ 7,995,000</u>
Special Obligation Tax Increment				
Revenue Bonds:				
Series 2000, Valley State Bank Project	2/1/00	695,000	7.00	\$ 405,147
Series 2005, Roeland Park				
Redevelopment LLC Project	2/1/05	4,495,000	4.60-5.75	3,240,000
				<u>\$ 3,645,147</u>
Revenue Bonds:				
Transportation Development District:				
Sales Tax Revenue Bonds, 2005	11/1/05	3,555,000	4.50-5.75	\$ 2,440,000
Sales Tax Revenue Bonds, 2006A	1/1/06	1,090,000	5.875	835,000
Sales Tax Revenue Bonds, 2006B	1/1/06	1,690,000	5.125 - 5.875	1,220,859
				<u>\$ 4,495,859</u>
Capital Lease Obligations:				
Pool	9/1/01	2,673,908	5.10-5.30	\$ 720,000
Street sweeper	9/23/10	212,550	3.84	113,712
Trucks	8/24/11	167,788	2.79	99,816
				<u>\$ 933,528</u>

Annual debt service requirements for general obligation bonds to be paid with tax levies are:

Year	Principal	Interest	Total
GO Bonds:			
2015	\$ 1,202,000	\$ 183,229	\$ 1,385,229
2016	1,190,000	157,388	1,347,388
2017	1,137,000	129,088	1,266,088
2018	1,165,000	109,381	1,274,381
2019	847,000	86,916	933,916
2020 - 2024	2,129,000	207,889	2,336,889
2025 - 2029	325,000	14,848	339,848
Total	<u>\$ 7,995,000</u>	<u>\$ 888,739</u>	<u>\$ 8,883,739</u>

City of Roeland Park, Kansas

Notes to Basic Financial Statements

Note 4. Long-Term Debt (Continued)

Annual debt service requirements for the special obligation tax increment revenue bonds to be paid for with property tax revenues generated from the tax increment financing district securing the debt are:

Year	Principal	Interest	Total
Tax Increment:			
2015	\$ 280,000	\$ 199,768	\$ 479,768
2016	300,000	184,793	484,793
2017	325,000	167,855	492,855
2018	360,000	149,493	509,493
2019	390,000	129,074	519,074
2020 - 2024	1,990,147	309,824	2,299,971
Total	\$ 3,645,147	\$ 1,140,807	\$ 4,785,954

Annual debt service requirements for the transportation development district revenue bonds to be paid for with sales tax revenues generated from the tax increment financing district securing the debt are:

Year	Principal	Interest	Total
TDD:			
2015	\$ 1,415,859	\$ 421,453	\$ 1,837,312
2016	215,000	261,642	476,642
2017	230,000	244,967	474,967
2018	250,000	226,864	476,864
2019	270,000	207,363	477,363
2020 - 2024	1,705,000	679,579	2,384,579
2025 - 2029	410,000	49,812	459,812
Total	\$ 4,495,859	\$ 2,091,680	\$ 6,587,539

Annual debt service requirements for capital leases to be paid for with tax levies are:

Year	Principal	Interest	Total
Capital Leases:			
2015	\$ 235,257	\$ 32,277	\$ 267,534
2016	241,460	25,039	266,499
2017	252,241	17,589	269,830
2018	204,570	7,842	212,412
Total	\$ 933,528	\$ 82,747	\$ 1,016,275

K.S.A. 10-308 prescribes that indebtedness of a city shall be limited to 30 percent of such city's assessed valuation. As of December 31, 2014, the statutory limit for the City was \$20,535,644 providing a debt margin of \$11,607,116. Included in the legal debt margin calculation are outstanding general obligation bonds as of December 31, 2014 of \$7,995,000 and capital lease obligations of \$933,528.

City of Roeland Park, Kansas

Notes to Basic Financial Statements

Note 4. Long-Term Debt (Continued)

During 1996, the City entered into an Interlocal Cooperation Agreement with the Johnson County Parks and Recreation District, Johnson County, Kansas, to construct, operate and maintain a leisure activity pool within the City. This agreement called for the County to issue bonds to finance construction of the pool. In conjunction with the bond issuance, the City entered into a capital lease agreement.

During 2001, the County refunded the bonds originally issued for the construction of the pool. In conjunction with the bond reissue, the City entered into a new capital lease agreement. Minimum principal and interest payments on the lease as of 2001 totaled \$2,673,908 and \$1,432,282, respectively, over the term of the lease and will be used to pay the principal and interest on the bonds issued by the County. This lease is included in the capital lease annual debt service requirements on the previous page. The City also made payments to the County's Bond Reserve of \$157,500 which is the City's share of the Bond Reserve. These payments are reflected as restricted assets in the General Fund.

During 2000, the City issued \$1,248,525 in two issuances of Special Obligation Tax Increment Financing Revenue Bonds to finance certain eligible tax increment financing projects for the Boulevard Apartments and Valley State Bank. These special obligation bonds under Kansas law are payable solely from property tax increment received with respect to the financed projects. Incremental property taxes were projected to produce \$1,600,858 or 122 percent of the debt service requirements over the life of the bonds. These bonds are not general obligations of the City. It is not considered a default if there is insufficient tax increment to pay the full amount of principal and interest on the bonds. If the tax increment is insufficient to pay the full amount of principal and interest at maturity, the bonds will be deemed satisfied and paid in full. In 2003, the City issued the remaining \$39,362 authorized amount of Special Obligation Tax Increment Financing Revenue Bonds in relation to the Series 2000, The Boulevard Apartments. During 2013, the Boulevard Apartments debt was paid off. Total principal and interest remaining on the Valley State Bank bonds is \$470,073 payable through 2020. For the current year, principal and interest paid and total incremental property tax revenues were \$47,748 and \$205,585, respectively.

During 2005, the City issued \$4,495,000 Special Obligation Tax Increment Revenue Bonds to finance an eligible tax increment financing project. These special obligation bonds under Kansas law are payable solely from property tax increment received with respect to the financial projects. Incremental property taxes were projected to produce \$9,968,920 or 130 percent of the debt service requirements over the life of the bonds. These bonds are not direct obligations of the City. It is not considered a default if there is insufficient tax increment to pay the full amount of principal and interest on the bonds. If the tax increment is insufficient to pay the full amount of principal and interest at maturity, the bonds will be deemed satisfied and paid in full. In accordance with the debt agreement, upon issuance of the bonds, the City established a bond reserve and a debt service reserve fund. The balances of the bond reserve and the debt service reserve funds as of December 31, 2014 were \$449,500 and \$954,054, respectively, and are shown as restricted assets in the Bella Roe/Walmart Fund. Total principal and interest remaining on the bonds is \$4,315,882 payable through 2024. For the current year, principal and interest paid and total incremental property tax revenues were \$411,169 and \$423,683, respectively.

During 2005 and 2006, the City issued \$4,645,000 Transportation Development District Sales Tax Revenue Bonds to finance the TDD #1 project. The TDD #1 Sales Tax Revenues which the City has pledged as security for the bonds are derived from a 1 percent TDD #1 sales tax imposed by the City within Transportation District #1 and the bonds are payable through 2025. The TDD #1 sales tax became effective on October 1, 2005. In accordance with the debt agreement, upon issuance of the bonds, the City established a bond reserve and a debt service reserve fund. The balance of the bond reserve as of December 31, 2014 was \$11,005 and is shown as restricted assets in the TDD #1 – Price Chopper Fund. Total principal and interest remaining to be paid on the bonds is \$4,718,727. Principal and interest paid for the current year and total TDD #1 sales taxes were \$374,869 and \$279,682, respectively.

City of Roeland Park, Kansas

Notes to Basic Financial Statements

Note 4. Long-Term Debt (Continued)

During 2006, the City issued \$1,690,000 Transportation Development District Sales Tax Revenue Bonds to finance the TDD #2 project. The TDD #2 Sales Tax Revenues which the City has pledged as security for the bonds are derived from a one percent TDD #2 sales tax imposed by the City within Transportation District #2 and the bonds are payable through 2025. The TDD #2 sales tax became effective on October 1, 2005. In accordance with the debt agreement, upon issuance of the bonds, the City established a bond reserve and a debt service reserve fund. The balance of the bond reserve fund as of December 31, 2014 was \$1,749 and is shown as restricted assets in the TDD #2 – Lowe's Fund. Total principal and interest remaining to be paid on the bonds is \$1,868,812. Principal and interest paid for the current year and total TDD #2 sales taxes were \$133,000 and \$126,773, respectively.

Notice of Acceleration: In 2012, the City did not make a scheduled principal payment of \$60,000 payable on December 1, 2012 for the 2006B Transportation Development District Sales Tax Revenue Bond due to insufficient sales tax revenues deposited in the debt service reserve fund. The City filed a notice of the missed payment with the Municipal Securities Rulemaking Board and its bondholders. As this qualified as an event of default, the bondholders have the ability to file written notice with the trustee to accelerate the maturity of the bonds. In 2013, the bondholders exercised this right and the bond issue was put into a notice of acceleration by the bondholders to accelerate the maturity of the bonds. The notice of acceleration was a result of insufficient sales tax revenue received and therefore insufficient funds held in the bond reserve account. The outstanding principal due on the bonds of \$1,220,859 as of December 31, 2014 has been recorded as a liability in the TDD #2 – Lowe's Fund balance sheet as the liability has matured.

Note 5. Transfers

Transfers for the year ended December 31, 2014 consisted of:

	Transfers In	Transfers Out
General Fund	\$ 210,465	\$ 214,000
Debt Service Fund	555,000	-
Special revenue funds, nonmajor governmental funds	-	998,087
Capital projects funds, nonmajor governmental funds	446,622	-
	<u>\$ 1,212,087</u>	<u>\$ 1,212,087</u>

Transfers are used to (1) move revenues from the fund that statute or budget requires to collect them to the fund that statute or budget requires to expend them or (2) use unrestricted revenues collected in the General Fund to finance various programs accounted for in other funds in accordance with budgetary authorizations.

City of Roeland Park, Kansas

Notes to Basic Financial Statements

Note 6. Commitments and Contingencies

(a) Defined Benefit Pension Plans

Kansas Public Employees Retirement System

Plan description. The City participates in the Kansas Public Employees Retirement System (KPERS), a cost-sharing multiple-employer defined benefit pension plan as provided by K.S.A. 74-4901, *et seq.* KPERS provides retirement benefits, life insurance, disability income benefits and death benefits. Kansas law establishes and amends benefit provisions. KPERS issues a publicly available financial report that includes financial statements and required supplementary information. The report may be obtained by writing to KPERS (611 South Kansas Avenue, Suite 100; Topeka, Kansas 66603-3803) or by calling 1-888-275-5737.

Funding policy. Covered employees are required by state statute to contribute 4 to 7 percent of covered salary. The employer collects and remits member-employee contributions according to the provisions of Section 414(h) of the Internal Revenue Code. State law provides that the employer contribution rate be determined annually based on the results of an annual actuarial valuation. KPERS is funded on an actuarial reserve basis. State legislation placed a statutory limit of 0.6 percent of payroll on increases in contribution rates over the prior year for KPERS members. The City rate established by statute for the calendar year 2014 is 9.69 percent. The City's contributions to KPERS for the years ended December 31, 2014, 2013 and 2012 were \$66,220, \$55,418 and \$52,177, respectively, equal to the statutory required contributions for each year.

Kansas Police and Firemen's Retirement System

Plan description. The City began participating in the Kansas Police and Firemen's Retirement System (KP&F), a cost sharing, multiple-employer defined benefit pension plan as provided by K.S.A. 74-4901, *et seq.* on January 1, 2001. KP&F provides retirement benefits, life insurance, disability income benefits and death benefits. Kansas law establishes and amends benefit provisions. KP&F is a component unit of the KPERS plan. The report may be obtained by writing to KPERS (611 South Kansas Avenue, Suite 100; Topeka, Kansas 66603-3803) or by calling 1-888-275-5737.

Funding policy. K.S.A. 74-4967 establishes the KP&F member-employee contribution rate at 7 percent of covered salary. The employer collects and remits the member-employee contributions according to the provisions of Section 414(h) of the Internal Revenue Code. State law provides that the employer contribution rate be determined annually based on the results of an actuarial valuation. KP&F is funded on an actuarial reserve basis. State law sets a limitation on annual increases in the contribution rates for KP&F employers.

The City rate established for calendar year 2014 is 19.92 percent. The City contributions to KP&F for the years ended December 31, 2014, 2013 and 2012 were \$145,651, \$152,089 and \$123,676, respectively, equal to the statutory required contributions for each year.

(b) Payroll Budget Plan

In 1994, the City established a payroll budget plan, which enables employees to make investments or purchase needed life insurance protection by authorizing regular payroll deductions. The plan is available to full-time employees with at least two months of service and members of the employee's immediate family. The City makes no contribution to the plan. The City reserves the right to amend or cancel the plan. The City has no responsibility for loss due to the investment or failure of investment of funds and assets in the plan. The activity of the Payroll Budget Plan is recorded in the General Fund.

City of Roeland Park, Kansas

Notes to Basic Financial Statements

Note 6. Commitments and Contingencies (Continued)

(c) Risk Management

The City is a member of Midwest Public Risk (MPR), a not-for-profit corporation consisting of governmental entities incorporated in 2009 to acquire insurance for its members. MPR operates as a purchasing pool and is not a joint venture activity of the City. The City has no control over budgeting, financing, management selection or the governing body. MPR provides both conventional and self-insurance coverage for its members including medical, dental, property, casualty, general liability and worker's compensation. The City participates in health care coverage. The City purchases commercial insurance for property, casualty, general liability and worker's compensation insurance coverages.

MPR manages the cash and investment pool, funded by insurance premiums, on behalf of its members. MPR's investment pool consists of interest bearing deposits, U.S. Treasury strips, U.S. governmental agency obligations and collateralized mortgage obligations.

In the event that a deficit occurs with respect to any fiscal year of MPR for which the City was a participant at any time during such year; and in the event that MPR determines that an assessment is required in order to provide additional funds for the obligations of MPR for such year; and further, in the event that the City was covered by the types of benefits requiring the assessment during the time period in which the assessment arose, the City is obligated to pay its pro rata share of any such assessment, irrespective of whether or not the City is a member of MPR at the time of such assessment. MPR has not had deficiencies in any of the past three fiscal years.

(d) Commitments

Normal commitments have been made for future expenditures related to the City's capital projects programs.

Note 7. Other Postemployment Benefits

Plan description: In addition to providing the pension benefits described above, the City provides employees an agent multiple-employer plan. At the same time they end their service to the City, the retiree has the opportunity for continuation of medical and dental insurance coverage offered through Midwest Public Risk (MPR). To be eligible, employees must be full-time with at least ten years of service. The City provides retiree healthcare benefits through MPR which is an insurance pool comprised of about 59 entity members.

The City maintains a trust arrangement with MPR to collect premiums and pay claims/administrative costs. This trust arrangement does not qualify as an "OPEB Plan" and is not treated as holding assets in order to offset GASB 45 liabilities. However, GASB does require the "Plan" determine the valuation interest rate (or discount rate) based on expected return of the MPR Health & Dental Fund since it is used to pay retiree claims. The plan is not accounted for as a trust fund since an irrevocable trust has not been established. There is no stand alone financial report for the plan.

Funding policy: The City does not pay retiree benefits directly; they are paid implicitly over time through employer subsidization of active premiums that would be lower if retirees were not part of the experience group. Retirees who elect to continue coverage in the medical and dental plans offered through MPR are required to pay a contribution until the employee becomes eligible for Medicare. Since the retirees pay the premiums each year, the City's share of any premium cost is determined on the basis of a blended rate or implicit rate subsidy calculation. The benefits and benefit levels are governed by City policy and the MPR trust agreement. As of December 31, 2014, there were no City retirees participating in the plan.

City of Roeland Park, Kansas

Notes to Basic Financial Statements

Note 7. Other Postemployment Benefits (Continued)

Annual OPEB cost and net OPEB obligation: The City's annual other postemployment benefit (OPEB) cost (expense) is calculated based on the annual required contribution (ARC) of the employer, an amount actuarially determined in accordance to the parameters of GASB Statement No. 45. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover the normal cost each year and amortize any unfunded actuarial liabilities over a period not to exceed 30 years. The following table shows the components of the City's annual OPEB cost for the year, the amount actuarially contributed to the plan and changes in the City's annual OPEB obligation:

Annual required contribution	\$	15,514
Interest on net OPEB obligation		4,591
Adjustment to annual required contribution		(14,022)
Annual OPEB cost (expense)		6,083
Contributions and payments made		(1,000)
Increase in net OPEB obligation		5,083
Net OPEB obligation, beginning of year		102,025
Net OPEB obligation, end of year	\$	107,108

The General Fund will liquidate the net other postemployment benefit obligation in future years.

The City's annual OPEB cost, the percentage of annual OPEB cost contributed to the plan and the net OPEB obligation for 2014 and the two preceding years is as follows:

Fiscal Year Ended	Annual OPEB Cost	Percentage of Annual OPEB Cost Contributed	Net OPEB Obligation
December 31, 2014	\$ 6,083	16.4%	\$ 107,108
December 31, 2013	16,383	-	102,025
December 31, 2012	15,322	-	85,642

Funded status and funding progress: As of July 1, 2013, the most recent actuarial valuation date, the plan was 0 percent funded. The actuarial accrued liability for benefits was \$99,224 and the actuarial value of assets is none resulting in an unfunded actuarial accrued liability (UAAL) of \$99,224. The covered payroll (annual payroll of active employees covered by the plan) was \$1,617,972 and the ratio of the UAAL to the covered payroll was 6.1 percent.

Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality and the health care cost trend. Amounts determined regarding the funded status of the plan and annual required contributions of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. The schedule of funding progress, presented as required supplementary information following the notes to the financial statements, presents only the initial year trend information.

Actuarial methods and assumptions: Projections of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the employer and the plan members) and included in the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the employer and plan members to that point. The actuarial methods and assumptions used include techniques that are designed to reduce the effects of short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations.

City of Roeland Park, Kansas

Notes to Basic Financial Statements

Note 7. Other Postemployment Benefits (Continued)

In the July 1, 2013 actuarial valuation, projected unit credit method was used. The actuarial assumptions included 4.5 percent investment rate of return; general inflation rate of 2.5 percent; dental care cost trend rate of 3.75 percent and 7 percent for medical claims and prescriptions, reduced by decrements to an ultimate rate of 5 percent after eight years. The UAAL is being amortized as open-level dollar over a period of 30 years.

Note 8. Leases

The City is a lessor under rental agreements for the rental of land, a tower and building space. Lease revenue of \$141,038 is included in General Fund other revenue. Future minimum rentals under such leases are as follows:

Year ending December 31:

2015	\$	98,108
2016		94,364
2017		20,832
	<u>\$</u>	<u>213,304</u>

Note 9. Fund Balance Deficits

The TDD #2 – Lowe's Debt Service Fund had a fund balance deficit of \$1,199,557. This deficit occurred due to the notice of acceleration on the 2006B Transportation Development District Sales Tax Revenue Bond as discussed in Note 4. This deficit will be eliminated through the associated sales tax revenue stream from the Transportation Development District.

The Valley State Bank Fund had a fund balance deficit of \$93. This deficit occurred due to insufficient tax increment revenues generated from property taxes. This deficit will be eliminated through property tax revenues received in 2015.

Note 10. Fund Balances

GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions* establishes criteria for classifying fund balances into specifically defined classifications and clarifies definitions for governmental fund types. The classifications of fund balances by opinion unit are as follows:

	General Fund	Bella Roe/ Walmart TIF Fund	Debt Service Fund	TDD #2 - Lowe's Fund	Nonmajor Governmental Funds	Total
Fund Balances:						
Restricted:						
Debt service	\$ 157,500	\$ 1,381,082	\$ 479,137	-	\$ 652,471	\$ 2,670,190
Special highway	-	-	-	-	48,877	48,877
Capital expansion and improvements	-	-	-	-	1,944,469	1,944,469
Roeland Park property owners association	-	-	-	-	10,722	10,722
Total restricted	<u>157,500</u>	<u>1,381,082</u>	<u>479,137</u>	<u>-</u>	<u>2,656,539</u>	<u>4,674,258</u>
Committed, capital projects	-	127,000	-	-	-	127,000
Assigned:						
Special law	10,267	-	-	-	-	10,267
Equipment/building	-	-	-	-	364,228	364,228
	<u>10,267</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>364,228</u>	<u>374,495</u>
Unassigned	1,922,771	-	-	(1,199,557)	(93)	723,121
Total fund balances	<u>\$ 2,090,538</u>	<u>\$ 1,508,082</u>	<u>\$ 479,137</u>	<u>\$ (1,199,557)</u>	<u>\$ 3,020,674</u>	<u>\$ 5,898,874</u>

City of Roeland Park, Kansas

Notes to Basic Financial Statements

Note 11. New Governmental Accounting Standards Board (GASB) Standards

As of December 31, 2014, the GASB had issued several statements not yet implemented by the City of Roeland Park, Kansas. The statements which might impact the City are as follows:

- GASB Statement No. 68, *Accounting and Financial Reporting for Pensions*, issued June 2012, will be effective for the City beginning with its year ending December 31, 2015. This Statement replaces the requirements of GASB Statement No. 27, *Accounting for Pensions by State and Local Governmental Employers*, and GASB Statement No. 50, *Pension Disclosures*, as they relate to governments that provide pensions through pension plans administered as trusts or similar arrangements that meet certain criteria. This Statement requires governments providing defined benefit pensions to recognize their long-term obligation for pension benefits as a liability for the first time, and to more comprehensively and comparably measure the annual costs of pension benefits. Under GASB Statement No. 68, each employer in a multiple-employer defined benefit cost-sharing plan will record a previously unrecorded liability representing their "proportionate share" of the plan's net pension liability. This Statement also enhances accountability and transparency through revised and new note disclosures and required supplementary information.
- GASB Statement No. 71, *Pension Transition for Contributions Made Subsequent to the Measurement Date—an amendment of GASB Statement No. 68*, issued November 2013, will be effective for the City beginning with its year ending December 31, 2015. This Statement eliminates a potential source of understatement of restated beginning net position and expense in a government's first year of implementing GASB Statement No. 68, *Accounting and Financial Reporting for Pensions*. To correct this potential understatement, Statement 71 requires a state or local government, when transitioning to the new pension standards, to recognize a beginning deferred outflow of resources for its pension contributions made during the time between the measurement date of the beginning net pension liability and the beginning of the initial fiscal year of implementation. This amount will be recognized regardless of whether it is practical to determine the beginning amounts of all other deferred outflows of resources and deferred inflows of resources related to pensions.

As a result of implementing these two statements, management will record a net pension liability on the financial statements for the City's proportionate share of the state defined benefit plans they participate in.

- GASB Statement No. 72, *Fair Value Measurement and Application*, issued February 2015, will be effective for the City with its year ending December 31, 2016. This Statement defines fair value and describes how fair value should be measured, what assets and liabilities should be measured at fair value, and what information about fair value should be disclosed in the notes to the financial statements.

This Statement defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Investments, which generally are measured at fair value, are defined as a security or other asset that governments hold primarily for the purpose of income or profit and the present service capacity of which are based solely on their ability to generate cash or to be sold to generate cash. The related disclosures have been expanded to categorize fair values according to their relative reliability and to describe positions held in many alternative investments.

Management intends to adopt this Statement by the required date and will modify and expand its disclosures accordingly.

City of Roeland Park, Kansas

**Required Supplementary Information
Other Postemployment Benefit Plan**

SCHEDULE OF FUNDING PROGRESS

Fiscal Year Ended	Actuarial Valuation Date	Actuarial Value of Net Assets (a)	Actuarial Accrued Liability (AAL) (b)	Unfunded AAL (b-a)	Funded Ratio (a/b)	Covered Payroll (c)	UAAL as a Percentage of Covered Payroll [(b-a)/c]
2014	7/1/13	\$ -	\$ 99,224	\$ 99,224	- %	1,617,972	6.1%
2013	7/1/11	-	98,264	98,264	-	1,550,396	6.3
2012	7/1/11	-	98,264	98,264	-	1,442,948	6.8

The information presented in the required supplementary schedules was determined as part of the actuarial valuation date as of July 1, 2013. Additional information follows:

- The cost method used to determine the ARC is the projected unit credit method.
- The actuarial assumptions included 4.5 percent investment rate of return; general inflation rate of 2.5 percent; dental care cost trend rate of 3.75 percent and 7 percent for medical claims and prescriptions, reduced by decrements to an ultimate rate of 5 percent after 8 years.
- The amortization method is level dollar, open.

City of Roeland Park, Kansas

**Required Supplementary Information
Schedule of Revenues, Expenditures and Changes in Fund Balance -
Budget and Actual - General Fund
Year Ended December 31, 2014**

	Budget		Actual	Final Budget to Actual Variance
	Original	Final		
Revenues:				
Taxes	\$ 2,743,778	\$ 2,743,778	2,578,947	\$ (164,831)
Special assessments	5,700	5,700	3,008	(2,692)
Intergovernmental	1,002,929	1,002,929	1,091,542	88,613
Licenses and permits	137,025	137,025	171,320	34,295
Fines and forfeitures	251,121	251,121	284,977	33,856
Interest	300	300	204	(96)
Other	664,697	664,697	712,811	48,114
Total revenues	4,805,550	4,805,550	4,842,809	37,259
Expenditures:				
Current:				
General government	3,090,788	3,090,788	1,729,968	1,360,820
Highway and streets	606,000	606,000	544,428	61,572
Public safety	1,145,755	1,145,755	1,054,081	91,674
Employee benefits	694,600	694,600	671,559	23,041
Capital Outlay	-	-	11,051	(11,051)
Debt service:				
Principal retirement	180,000	180,000	180,000	-
Interest and fiscal charges	30,466	30,466	30,465	1
Total expenditures	5,747,609	5,747,609	4,221,552	1,526,057
Revenues over (under) expenditures	(942,059)	(942,059)	621,257	1,563,316
Other financing sources (uses):				
Transfers in	210,465	210,465	210,465	-
Transfers out	(220,000)	(220,000)	(214,000)	6,000
Changes in fund balance	\$ (951,594)	\$ (951,594)	617,722	\$ 1,569,316
Fund balance, beginning of year			1,472,816	
Fund balance, end of year			\$ 2,090,538	

See Note to Required Supplementary Information.

City of Roeland Park, Kansas

Note to Required Supplementary Information Year Ended December 31, 2014

Budgets and Budgetary Accounting

State statutes require that an annual operating budget be legally adopted for the General Fund, special revenue funds (unless specifically exempted by statute), Debt Service Fund and the Equipment Reserve Fund (capital projects funds). The City Council adopted budgets for all of the aforementioned funds, except for the Roe Blvd Project Fund, a Capital Projects Fund.

The statutes provide for the following sequence and timetable in the adoption of the legal annual operating budget:

- (1) Preparation of the budget for the succeeding calendar year on or before August 1st.
- (2) Publication in local newspaper of the proposed budget and notice of public hearing on the budget on or before August 5th.
- (3) Public hearing on or before August 15th, but at least 10 days after publication of notice of hearing.
- (4) Adoption on the final budget on or before August 25th.

The annual operating budgets are prepared using the modified accrual basis of accounting, modified further by the encumbrance method of accounting. Revenues are recognized on the modified accrual basis. Expenditures include disbursements, accounts payable and encumbrances. Unencumbered appropriations lapse at year-end.

State statutes allow for the governing body to increase the originally adopted budget for previously unbudgeted increases in revenue other than ad valorem property taxes. To do this, a notice of public hearing to amend the budget must be published in the local newspaper. At least 10 days after publication, the hearing may be held and the governing body may amend the budget at that time. The reported budgetary data represents the final approved budget after amendments as adopted by the City Council.

The City Administrator has the authority to transfer budgeted amounts (including transfers) between line items at the department level and between departments. The statutes also permit transferring budgeted amounts between line items within an individual fund. The statutes prohibit expenditures and transfers out in excess of the total amount of the adopted budget of expenditures and transfers out of individual funds (the legal level of control). Budget comparison statements are presented for each fund type showing actual revenue and expenditures compared to legally budgeted revenue and expenditures.

State statutes prohibit cities from creating indebtedness unless there is money on hand in the proper fund and unencumbered by previous commitments with which to pay the indebtedness. The execution of a contract, or the issuing of a purchase order, automatically encumbers the money in the fund for the payment of the amount represented by the commitment. It makes no difference that the amount may not have to be paid until more monies are in the fund or until the following year. An exception to this cash basis law is the issuance of debt, in the form of bonds, notes or warrants, pursuant to statutory authority, referendum or by the State Board of Tax Appeals. In the event debt is issued, funds need not be on hand for future payments.

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City of Roeland Park

The other governmental funds of the City are considered nonmajor and are as follows:

Special Revenue Funds: Are used to account for the proceeds of specific revenue sources (other than certain capital projects that are legally restricted to expenditures for specific projects).

Special Highway: Established to account for monies sent quarterly from the State Treasurer's office which are the Special City and County Highway Funds distributed and computed in compliance with K.S.A. 79-3425CC.

Community Center: Established to pay the cost of the acquisition, maintenance and utilization of the Skyline School. Revenues generated in this fund come from an additional retailer's sales tax in the amount of one-half of one percent (.5 percent). Twenty-five percent (25 percent) of the monies raised from this addition (.5 percent) flow into this fund. This fund is referred to as the "27C Fund" of the City. Revenue raised and not required for the payment of the previously described costs shall be transferred to the General Fund of the City.

Old Pool Area: Created in order to segregate funds dedicated to the repayment of special obligation tax increment fund bonds issued to fund improvements within the project area.

Roeland Park City Hall Property Owners Association Fund: Created to administer various functions within City Hall and to establish the means and methods of collecting assessments and charges for the management of City Hall.

Special Street: Created for the purpose of paying for the repair, maintenance and improvement of streets, curbs and sidewalks located within the City. Revenues generated in this fund come from a retailer's sales tax of one-half of one percent (.5 percent). In addition, payments are made from this fund to service General Obligation long-term debt of the City. This fund is referred to as the "27A Fund" of the City.

Special Infrastructure: Established to pay the cost of public infrastructure projects including buildings. Revenues generated in this fund come from an additional City Retailers' Sales Tax in the amount of one-fourth of one percent (.25 percent) beginning on April 1, 2003, and ending on March 31, 2013. This fund is referred to as the "27D Fund" of the City.

McDonald's/Granada Park/City Hall: Established to account for monies received to promote development in the district, as well as retire any bonds associated with the projects. Projects approved in the area include City Hall Remodel/Technology updates and Granada Park improvements.

City of Roeland Park

CID #1 – Roeland Park Shopping Center: Created to account for monies received within the Community Improvement District to be solely used to pay the costs of the approved project. The projected improvement is to reconstruct the existing Wal-Mart space into three tenant spaces; construct a new 4,800 square-foot retail building and a new 2,800 square foot retail building; reconfigure the parking lot; street and sidewalk improvements; the estimated cost of the project. The estimated cost of the Project is Nine Million Dollars (\$9,000,000) of which the maximum CID eligible cost is Three Million Dollars (\$3,000,000). The proposed method of financing the project: That the proposed Project be financed through the use of a Special Sales Tax on a Pay-As-You-Go basis, as defined in the Act. That the proposed amount of Community Improvement District sales tax shall be one percent (1%) for 22 years, or such lesser number of years as may be required to produce revenues sufficient for the payment of the maximum CID eligible cost.

Capital Projects Funds: Are used to account for all resources which are restricted, committed or assigned for the acquisition and construction of capital facilities and other capital assets.

Equipment Reserve: A fund created to account for the scheduled replacement and construction of equipment and vehicles. Financing provided from assessments based upon a proportionate share of front footage.

Streetlights: A fund created to account for the purchase of streetlights. Financing provided by the issuance of general obligation bonds Series 2014-A dated November 25, 2014 in the amount of \$650,000.

Debt Service Funds: Are used to account for all resources which are restricted, committed or assigned for the payment of principal and interest on long-term debt.

Valley State Bank: Created to account for monies received to retire special obligation tax increment revenue bonds Series 2000 dated February 1, 2000 in the amount of \$695,000.

Boulevard Apartments: Established to account for monies received to retire special obligation tax increment revenue bonds Series 1999 dated April 1, 2000 in the amount of \$553,525. In 2013, these bonds were paid off. Future tax collections through this fund will pay for improvements to the TIF district. Collections are expected to be transferred to a capital projects fund in 2015.

TDD #1 – Price Chopper: Created to establish transportation development districts ("transportation districts") to acquire interests in property and to construct any project or undertaking relating thereto to improve any bridge, street, road, highway access road, interchange, intersection, signing, signalization, parking lot, bus stop, station, garage, terminal, hangar, shelter, rest area, dock, wharf, lake or river port, airport, railroad, light rail or other mass transit facility and any similar or related project or infrastructure (collectively, "transportation projects"); and the Act further authorizes said governing body, in order to pay the costs of such transportation projects, to impose a transportation district sales tax on the selling of tangible personal property at retail or rendering or furnishing services within transportation districts in any increment of .10 percent or .25 percent not to exceed 1.0 percent and/or the levy of special assessments upon property within such transportation districts, and to issue revenue bonds payable from such sales taxes and/or special assessments. The District covers all of Lots 1, 3, 4, 5 and 6 and Tract "A", Roeland Park Shopping Center, a subdivision of land in Roeland Park, Kansas.

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City of Roeland Park, Kansas

**Combining Balance Sheet
Nonmajor Governmental Funds
December 31, 2014**

	Special Revenue			
	Special Highway Fund	Community Center Fund	Old Pool Area Fund	Roeland Park City Hall Property Owners Association Fund
Assets				
Pooled cash	\$ 4,422	\$ 31,965	\$ 376,964	\$ 10,722
Receivables:				
Taxes	-	33,550	43,926	-
Intergovernmental	44,455	-	-	-
Restricted cash	-	-	-	-
Total assets	\$ 48,877	\$ 65,515	\$ 420,890	\$ 10,722
Liabilities				
Accounts payable and accrued liabilities	\$ -	\$ 408	\$ -	\$ -
Due to other funds	-	-	-	-
Total liabilities	-	408	-	-
Deferred inflows of resources				
Unavailable revenue - property taxes	-	-	43,926	-
Fund balances (deficits):				
Restricted	48,877	65,107	376,964	10,722
Assigned	-	-	-	-
Unassigned	-	-	-	-
Total fund balances	48,877	65,107	376,964	10,722
Total liabilities, deferred inflows of resources and fund balances	\$ 48,877	\$ 65,515	\$ 420,890	\$ 10,722

(Continued)

Special Revenue					Capital Projects	
Special Street Fund	Special Infrastructure Fund	McDonald's/Granada Park/City Hall Fund	CID #1 - Roeland Park Shopping Center Fund		Equipment Reserve Fund	
\$ 270,075	\$ 96,620	\$ 364,326	\$ -	\$	446,286	
134,208	67,104	261,564	90,850		-	
-	-	-	-		-	
-	-	-	769,330		-	
<u>\$ 404,283</u>	<u>\$ 163,724</u>	<u>\$ 625,890</u>	<u>\$ 860,180</u>	<u>\$</u>	<u>446,286</u>	
\$ 9,715	\$ 70,161	\$ -	\$ -	\$	82,058	
-	-	-	-		-	
<u>9,715</u>	<u>70,161</u>	<u>-</u>	<u>-</u>		<u>82,058</u>	
-	-	261,564	-		-	
394,568	93,563	364,326	860,180		-	
-	-	-	-		364,228	
-	-	-	-		-	
<u>394,568</u>	<u>93,563</u>	<u>364,326</u>	<u>860,180</u>		<u>364,228</u>	
\$ 404,283	\$ 163,724	\$ 625,890	\$ 860,180	\$	446,286	

City of Roeland Park, Kansas

Combining Balance Sheet (Continued)
Nonmajor Governmental Funds
December 31, 2014

	Capital Projects		Debt Service		
	Streetlights	Valley State Bank	Boulevard	TDD #1 - Price	
	Fund	Fund	Apartments Fund	Chopper Fund	Totals
Assets					
Pooled cash	\$ -	\$ 2	\$ 217,642	\$ 701	\$ 1,819,725
Receivables:					
Taxes	-	48,330	186,787	50,152	916,471
Intergovernmental	-	-	-	-	44,455
Restricted cash	166,725	-	-	11,005	947,060
Total assets	\$ 166,725	\$ 48,332	\$ 404,429	\$ 61,858	\$ 3,727,711
Liabilities					
Accounts payable and accrued liabilities	\$ -	\$ -	\$ -	\$ 1,100	\$ 163,442
Due to other funds	-	95	-	2,893	2,988
Total liabilities	-	95	-	3,993	166,430
Deferred inflows of resources					
Unavailable revenue - property taxes	-	48,330	186,787	-	540,607
Fund balances (deficits):					
Restricted	166,725	-	217,642	57,865	2,656,539
Assigned	-	-	-	-	364,228
Unassigned	-	(93)	-	-	(93)
Total fund balances	166,725	(93)	217,642	57,865	3,020,674
Total liabilities, deferred inflows of resources and fund balances	\$ 166,725	\$ 48,332	\$ 404,429	\$ 61,858	\$ 3,727,711

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City of Roeland Park, Kansas

**Combining Statement of Revenues, Expenditures and Changes in
Fund Balances
Nonmajor Governmental Funds
Year Ended December 31, 2014**

	Special Revenue			
	Special Highway Fund	Community Center Fund	Old Pool Area Fund	Roeland Park City Hall Property Owners Association Fund
Revenues:				
Taxes	\$ -	\$ 192,024	\$ 44,823	\$ -
Intergovernmental	177,334	-	-	-
Interest	-	-	-	-
Other	-	-	-	33,847
Total revenues	177,334	192,024	44,823	33,847
Expenditures:				
Current:				
General government	-	-	4,493	31,918
Highways and streets	85,867	-	-	-
Culture and recreation	-	98,340	-	-
Capital outlay	-	-	-	-
Debt service:				
Principal retirement	-	-	-	-
Interest and fiscal charges	-	-	-	-
Bond Issuance Costs	-	-	-	-
Total expenditures	85,867	98,340	4,493	31,918
Excess of revenues over (under) expenditures	91,467	93,684	40,330	1,929
Other financing sources (uses):				
Issuance of long term debt	-	-	-	-
Transfers in	-	-	-	-
Transfers out	(120,624)	(111,998)	-	-
Total other financing sources (uses)	(120,624)	(111,998)	-	-
Changes in fund balances	(29,157)	(18,314)	40,330	1,929
Fund balances, beginning of year	78,034	83,421	336,634	8,793
Fund balances (deficits), end of year	\$ 48,877	\$ 65,107	\$ 376,964	\$ 10,722

(Continued)

Special Revenue					Capital Projects
Special Street Fund	Special Infrastructure Fund	McDonald's/Granada Park/City Hall Fund	CID #1 - Roeland Park Shopping Center Fund	Equipment Reserve Fund	
\$ 768,097	\$ 384,050	\$ 375,809	\$ 455,550	\$ -	
-	-	-	-	-	
-	-	-	-	-	
-	-	-	-	1,952	
768,097	384,050	375,809	455,550	1,952	
-	23,143	10,383	-	-	
86,656	2,500	-	-	-	
-	-	-	-	-	
36,626	209,946	-	-	294,300	
-	-	160,000	-	49,102	
-	-	11,670	-	8,867	
-	-	-	-	-	
123,282	235,589	182,053	-	352,269	
644,815	148,461	193,756	455,550	(350,317)	
-	-	-	-	-	
-	-	-	-	446,622	
(555,000)	(210,465)	-	-	-	
(555,000)	(210,465)	-	-	446,622	
89,815	(62,004)	193,756	455,550	96,305	
304,753	155,567	170,570	404,630	267,923	
\$ 394,568	\$ 93,563	\$ 364,326	\$ 860,180	\$ 364,228	

City of Roeland Park, Kansas

**Combining Statement of Revenues, Expenditures and Changes in
Fund Balances (Continued)
Nonmajor Governmental Funds
Year Ended December 31, 2014**

	Capital Projects		Debt Service		
	Streetlights	Valley	Boulevard	TDD #1 - Price	
	Fund	State Bank	Apartments	Chopper Fund	Totals
Revenues:					
Taxes	\$ -	\$ 47,748	\$ 113,014	\$ 279,682	\$ 2,660,797
Intergovernmental	-	-	-	-	177,334
Interest	-	-	-	16	16
Other	-	-	-	-	35,799
Total revenues	-	47,748	113,014	279,698	2,873,946
Expenditures:					
Current:					
General government	-	-	-	-	69,937
Highways and streets	-	-	-	-	175,023
Culture and recreation	-	-	-	-	98,340
Capital outlay	460,389	-	-	-	1,001,261
Debt service:					
Principal retirement	-	14,079	-	180,000	403,181
Interest and fiscal charges	-	35,721	250	201,769	258,277
Bond issuance costs	22,886	-	-	-	22,886
Total expenditures	483,275	49,800	250	381,769	2,028,905
Excess of revenues over (under) expenditures	(483,275)	(2,052)	112,764	(102,071)	845,041
Other financing sources (uses):					
Issuance of long term debt	650,000	-	-	-	650,000
Transfers in	-	-	-	-	446,622
Transfers out	-	-	-	-	(998,087)
Total other financing sources (uses)	650,000	-	-	-	98,535
Changes in fund balances	166,725	(2,052)	112,764	(102,071)	943,576
Fund balances, beginning of year	-	1,959	104,878	159,936	2,077,098
Fund balances (deficits), end of year	\$ 166,725	\$ (93)	\$ 217,642	\$ 57,865	\$ 3,020,674

City of Roeland Park, Kansas

**Schedule of Revenues, Expenditures and Changes in Fund Balance -
Budget and Actual - Debt Service Fund
Year Ended December 31, 2014**

	Budget	Actual
Revenues:		
Taxes	\$ 314,763	\$ 275,053
Special assessments	252,986	256,800
Total revenues	<u>567,749</u>	<u>531,853</u>
Expenditures:		
Debt service:		
Principal retirement	1,322,246	890,000
Interest and fiscal charges	177,624	177,623
Total expenditures	<u>1,499,870</u>	<u>1,067,623</u>
Revenues (under) expenditures	(932,121)	(535,770)
Other financing sources (uses):		
Transfers in	555,000	555,000
Transfers out	(50,000)	-
Changes in fund balance	<u>\$ (427,121)</u>	<u>19,230</u>
Fund balance, beginning of year		459,907
Fund balance, end of year		<u>\$ 479,137</u>

City of Roeland Park, Kansas

**Schedule of Revenues, Expenditures and Changes in Fund Balance -
Budget and Actual - Special Highway Fund
Year Ended December 31, 2014**

	Budget	Actual
Revenues, intergovernmental	\$ 180,000	\$ 177,334
Expenditures, current, highway and streets	106,100	85,867
Revenues over expenditures	73,900	91,467
Other financing (uses), transfers out	(120,624)	(120,624)
Changes in fund balance	\$ (46,724)	(29,157)
Fund balance, beginning of year		78,034
Fund balance, end of year		\$ 48,877

City of Roeland Park, Kansas

**Schedule of Revenues, Expenditures and Changes in Fund Balance -
Budget and Actual - Community Center Fund
Year Ended December 31, 2014**

	Budget	Actual
Revenues, taxes	\$ 193,000	\$ 192,024
Expenditures, current, culture and recreation	133,500	98,340
Revenues over expenditures	59,500	93,684
Other financing (uses), transfers out	(111,998)	(111,998)
Changes in fund balance	<u>\$ (52,498)</u>	<u>(18,314)</u>
Fund balance, beginning of year		83,421
Fund balance, end of year		<u>\$ 65,107</u>

City of Roeland Park, Kansas

Schedule of Revenues, Expenditures and Changes in Fund Balance -
Budget and Actual - Roeland Park City Hall Property Owners Association Fund
Year Ended December 31, 2014

	Budget	Actual
Revenues, other	\$ 33,847	\$ 33,847
Expenditures, current, general government	33,847	31,918
Changes in fund balance	<u><u>\$ -</u></u>	<u>1,929</u>
Fund balance, beginning of year		8,793
Fund balance, end of year		<u><u>\$ 10,722</u></u>

City of Roeland Park, Kansas

**Schedule of Revenues, Expenditures and Changes in Fund Balance -
Budget and Actual - Special Street Fund
Year Ended December 31, 2014**

	Budget	Actual
Revenues, taxes	\$ 720,000	\$ 768,097
Expenditures:		
Current, highways and streets	40,000	86,656
Capital outlay	200,000	36,626
Revenues over expenditures	<u>480,000</u>	<u>644,815</u>
Other financing (uses), transfers out	(555,000)	(555,000)
Changes in fund balance	<u><u>\$ (75,000)</u></u>	<u>\$ 89,815</u>
Fund balance, beginning of year		<u>304,753</u>
Fund balance, end of year		<u><u>\$ 394,568</u></u>

City of Roeland Park, Kansas

**Schedule of Revenues, Expenditures and Changes in Fund Balance -
Budget and Actual - Special Infrastructure Fund
Year Ended December 31, 2014**

	Budget	Actual
Revenues, taxes	\$ 355,000	\$ 384,050
Expenditures:		
Current, general government	233,311	23,143
Current, highways and streets	-	2,500
Capital outlay	80,000	209,946
Revenues over expenditures	41,689	148,461
Other financing (uses), transfers out	(210,465)	(210,465)
Changes in fund balance	<u>\$ (168,776)</u>	<u>(62,004)</u>
Fund balance, beginning of year		155,567
Fund balance, end of year		<u>\$ 93,563</u>

City of Roeland Park, Kansas

Schedule of Revenues, Expenditures and Changes in Fund Balance -
Budget and Actual - McDonald's/Granada Park/City Hall Fund
Year Ended December 31, 2014

	Budget	Actual
Revenues, taxes	\$ 220,000	\$ 375,809
Expenditures:		
Current, general government	172,826	10,383
Debt service:		
Principal retirement	160,000	160,000
Interest and fiscal charges	11,670	11,670
Total expenditures	344,496	182,053
Changes in fund balance	\$ (124,496)	193,756
Fund balance, beginning of year		170,570
Fund balance, end of year		\$ 364,326

City of Roeland Park, Kansas

Schedule of Revenues, Expenditures and Changes in Fund Balance -
Budget and Actual - CID #1 - Roeland Park Shopping Center Fund
Year Ended December 31, 2014

	Budget	Actual
Revenues, taxes	\$ 390,000	\$ 455,550
Expenditures, current, general government	762,276	-
Changes in fund balance	<u><u>\$ (372,276)</u></u>	455,550
Fund balance, beginning of year		<u>404,630</u>
Fund balance, end of year		<u><u>\$ 860,180</u></u>

City of Roeland Park, Kansas

Schedule of Revenues, Expenditures and Changes in Fund Balance -
Budget and Actual - Equipment Reserve Fund
Year Ended December 31, 2014

	Budget	Actual
Revenues, other	\$ -	\$ 1,952
Expenditures:		
Capital outlay	714,545	294,300
Debt service:		
Principal retirement	-	49,102
Interest and fiscal charges	-	8,867
Total expenditures	714,545	352,269
Other financing sources, transfers in	446,622	446,622
Changes in fund balance	\$ (267,923)	96,305
Fund balance, beginning of year		267,923
Fund balance, end of year		\$ 364,228

City of Roeland Park, Kansas

**Schedule of Revenues, Expenditures and Changes in Fund Balance -
Budget and Actual - TDD #1 - Price Chopper Fund
Year Ended December 31, 2014**

	Budget	Actual
Revenues:		
Taxes	\$ 393,550	\$ 279,682
Interest	-	16
Total revenues	393,550	279,698
Expenditures:		
Current, general government	2,500	-
Debt service:		
Principal retirement	180,000	180,000
Interest and fiscal charges	211,050	201,769
Total expenditures	393,550	381,769
Revenues (under) expenditures	\$ -	(102,071)
Fund balance, beginning of year		159,936
Fund balance, end of year		\$ 57,865

City of Roeland Park, Kansas

**Schedule of Revenues, Expenditures and Changes in Fund Balance -
Budget and Actual - TDD #2 - Lowe's Fund
Year Ended December 31, 2014**

	Budget	Actual
Revenues:		
Taxes	\$ 149,344	\$ 126,773
Interest	-	3
Total revenues	<u>149,344</u>	<u>126,776</u>
Expenditures:		
Debt service:		
Principal retirement	70,000	- *
Interest and fiscal charges	79,344	7,566
Total expenditures	<u>149,344</u>	<u>7,566</u>
Revenues over expenditures	<u>\$ -</u>	119,210
Fund balance, beginning of year		<u>(1,318,767)</u>
Fund balance, end of year		<u>\$ (1,199,557)</u>

* The City retired \$129,297 in principal on TDD #2 in 2014. As this bond issue is reported as a current liability based on events disclosed in Note 4, principal payments are recorded as a reduction in the liability and not as an expenditure.

City of Roeland Park, Kansas

**Schedule of Revenues, Expenditures and Changes in Fund Balance -
Budget and Actual - Bella Roe/Walmart TIF Fund
Year Ended December 31, 2014**

	Budget	Actual
Revenues:		
Taxes	\$ 450,000	\$ 423,683
Interest	27,000	17,675
Total revenues	477,000	441,358
Expenditures:		
Current, general government	71,576	4,040
Debt service:		
Principal retirement	220,000	220,000
Interest and fiscal charges	191,169	191,169
Total expenditures	482,745	415,209
Revenues over (under) expenditures	\$ (5,745)	26,149
Fund balance, beginning of year		1,481,933
Fund balance, end of year		\$ 1,508,082

City of Roeland Park, Kansas

**Schedule of Revenues, Expenditures and Changes in Fund Balance -
Budget and Actual - Valley State Bank Fund
Year Ended December 31, 2014**

	Budget	Actual
Revenues, taxes	\$ 50,000	\$ 47,748
Expenditures:		
Current, general government	2,500	-
Debt service:		
Principal retirement	49,459	14,079
Interest and fiscal charges	-	35,721
Total expenditures	51,959	49,800
Changes in fund balance	\$ (1,959)	(2,052)
Fund balance, beginning of year		1,959
Fund balance, end of year		\$ (93)

City of Roeland Park, Kansas

**Schedule of Revenues, Expenditures and Changes in Fund Balance -
Budget and Actual - Boulevard Apartments Fund
Year Ended December 31, 2014**

	Budget	Actual
Revenues, taxes	\$ 113,000	\$ 113,014
Expenditures, current, general government	217,877	250
Changes in fund balance	\$ (104,877)	112,764
Fund balance, beginning of year		104,878
Fund balance, end of year		\$ 217,642

City of Roeland Park, Kansas

Schedule of Revenues, Expenditures and Changes in Fund Balance -
Budget and Actual - Old Pool Area Fund
Year Ended December 31, 2014

	Budget	Actual
Revenues, taxes	\$ 42,000	\$ 44,823
Expenditures, current, general government	377,454	4,493
Changes in fund balance	\$ (335,454)	40,330
Fund balance, beginning of year		336,634
Fund balance, end of year		\$ 376,964

City of Roeland Park, Kansas

Schedule of Capital Assets by Source

December 31, 2014

(With Comparative Totals as of December 31, 2013)

	2014	2013
Capital assets:		
Land	\$ 1,396,272	\$ 1,396,272
Artwork	12,620	12,620
Construction-in-progress	-	141,595
Buildings	4,399,473	4,399,473
Improvements other than buildings and infrastructure	26,963,548	26,160,922
Machinery and equipment	1,660,857	1,622,490
	\$ 34,432,770	\$ 33,733,372
Investment in capital assets from:		
General Fund revenues	\$ 4,572,993	\$ 4,483,588
Special revenue funds revenues	5,551,878	5,402,274
Debt Service Fund revenues	11,336,896	11,336,896
Capital projects funds revenues	12,971,003	12,510,614
	\$ 34,432,770	\$ 33,733,372

City of Roeland Park, Kansas

**Schedule of Capital Assets by Function and Activity
December 31, 2014**

Function and Activity	Land	Artwork	Buildings	Improvements Other Than Buildings and Infrastructure	Machinery and Equipment	Total
Highways and streets	\$ 323,801	\$ -	\$ 131,303	\$ 24,380,370	\$ 875,956	\$ 25,711,430
Public safety	-	-	-	12,605	421,750	434,355
Culture and recreation	1,112	12,620	2,860,000	919,013	30,345	3,823,090
General government	1,071,359	-	1,408,170	1,651,560	332,806	4,463,895
Total capital assets	\$ 1,396,272	\$ 12,620	\$ 4,399,473	\$ 26,963,548	\$ 1,660,857	\$ 34,432,770

City of Roeland Park, Kansas

**Schedule of Changes in Capital Assets by Function and Activity
Year Ended December 31, 2014**

Function and Activity	Capital Assets December 31, 2013	Additions	Deductions	Capital Assets December 31, 2014
General government	\$ 4,456,644	\$ 7,250	\$ -	\$ 4,463,894
Public safety	430,031	48,634	(44,310)	434,355
Culture and recreation	3,622,449	200,642	-	3,823,091
Highways and streets	25,252,083	629,950	(170,603)	25,711,430
Total capital assets	\$ 33,761,207	\$ 886,476	\$ (214,913)	\$ 34,432,770

STATISTICAL SECTION

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City of Roeland Park

Supplemental Statistical Section (Unaudited) Contents

The supplemental statistical section of the City's comprehensive annual financial report is presented to provide additional detailed information as a context for understanding what the information presented in the financial statements, note disclosures and required supplementary information say about the City's overall financial health.

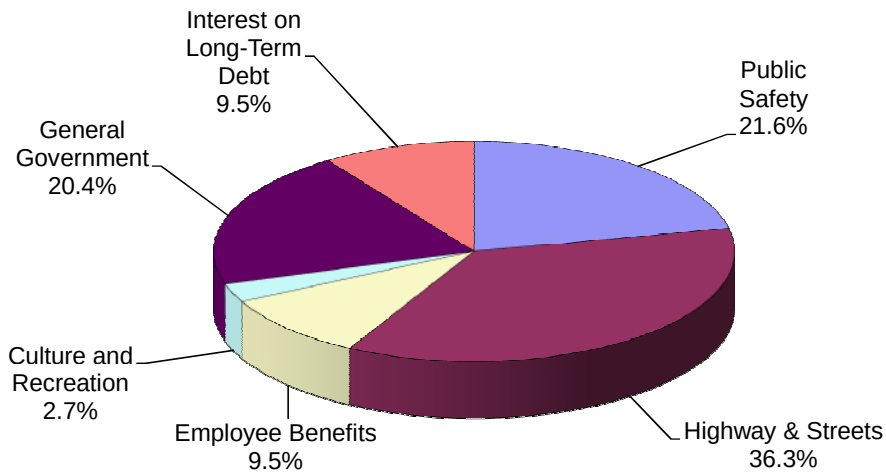
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Ratio of Net General Bonded Debt to Assessed Value and Net Bonded	9	74

Sources: Unless otherwise noted, the information in these schedules is derived from the comprehensive annual report for the relevant year. The City implemented GASB 34 in fiscal year 2004; schedules presenting government-wide information include information beginning in that year.

CITY of ROELAND PARK, KANSAS
Government-Wide Expenses by Function
(Unaudited)

Fiscal Year Ended December 31	Public Safety	Highway & Streets	Employee Benefits	Culture and Recreation	General Government	Interest on Long-Term Debt	Total
2005	\$ 1,100,107	\$ 785,531	\$ 539,977	\$ 144,551	\$ 8,611,309	\$ 626,826	\$ 11,808,301
2006	\$ 1,486,533	\$ 971,684	\$ 619,849	\$ 179,246	\$ 3,838,816	\$ 1,151,443	\$ 8,247,571
2007	\$ 1,583,568	\$ 1,282,612	\$ 662,098	\$ 157,134	\$ 1,790,844	\$ 1,084,725	\$ 6,560,981
2008	\$ 1,670,306	\$ 1,498,495	\$ 697,081	\$ 172,434	\$ 1,448,321	\$ 1,100,260	\$ 6,586,897
2009	\$ 1,659,009	\$ 1,977,515	\$ 748,170	\$ 143,537	\$ 1,236,627	\$ 1,141,986	\$ 6,906,844
2010	\$ 1,613,703	\$ 1,918,971	\$ 697,445	\$ 148,485	\$ 1,937,892	\$ 1,013,861	\$ 7,330,357
2011	\$ 1,599,006	\$ 2,052,826	\$ 640,757	\$ 136,601	\$ 1,374,638	\$ 935,023	\$ 6,738,851
2012	\$ 1,628,167	\$ 1,950,919	\$ 663,741	\$ 184,096	\$ 1,352,100	\$ 924,701	\$ 6,703,724
2013	\$ 1,583,758	\$ 2,095,342	\$ 602,801	\$ 196,798	\$ 1,478,068	\$ 833,048	\$ 6,789,815
2014	\$ 1,522,496	\$ 2,558,464	\$ 671,559	\$ 191,761	\$ 1,434,945	\$ 667,568	\$ 7,046,793

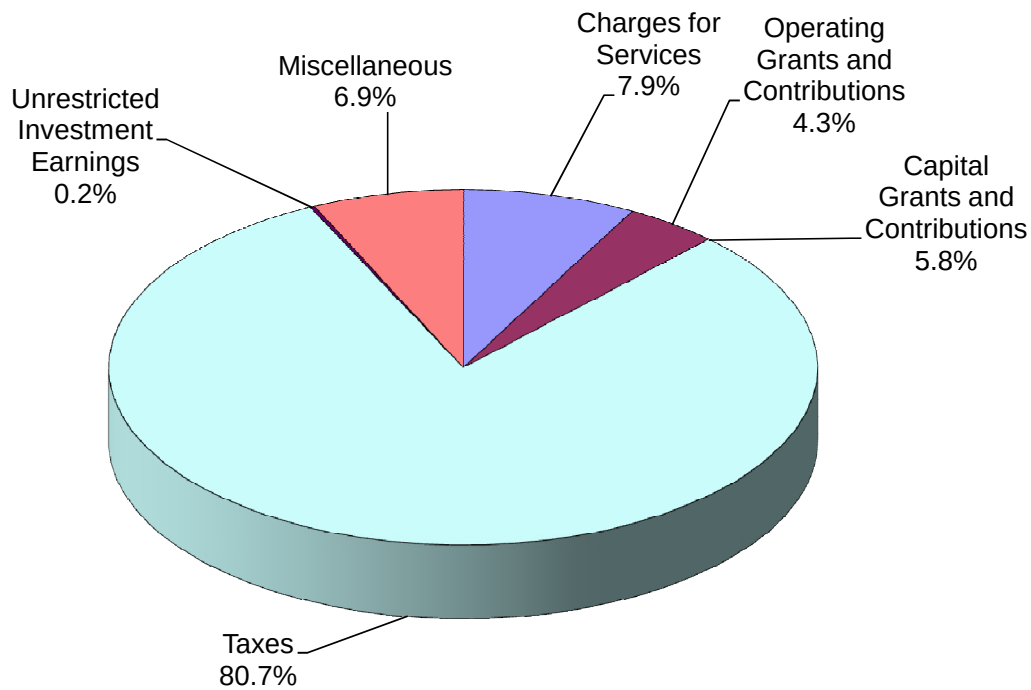
**Expenses and Charges for Services -
Government-Type Activities 2014**



CITY of ROELAND PARK, KANSAS
Government-Wide Revenues
(Unaudited)

Fiscal Year Ended December 31	Program Revenues			General Revenues					Total
	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Taxes	Unrestricted Investment Earnings	Unrestricted Grants and Contributions	Miscellaneous		
2005	\$ 622,033	\$ 524,638	\$ 347,650	\$ 5,427,313	\$ 161,117	\$ -	\$ 386,847	\$ 7,469,598	
2006	\$ 565,040	\$ 1,514,963	\$ 1,371,239	\$ 5,415,196	\$ 472,195	\$ -	\$ 406,534	\$ 9,745,167	
2007	\$ 622,510	\$ 1,134,609	\$ 1,081,185	\$ 5,746,507	\$ 439,638	\$ -	\$ 466,892	\$ 9,491,341	
2008	\$ 1,194,221	\$ 893,035	\$ 262,237	\$ 5,886,704	\$ 178,114	\$ -	\$ 402,970	\$ 8,817,281	
2009	\$ 579,850	\$ 355,046	\$ 2,766,672	\$ 5,506,024	\$ 49,796	\$ -	\$ 420,611	\$ 9,677,999	
2010	\$ 1,949,647	\$ 399,406	\$ 1,955,710	\$ 5,270,200	\$ 62,401	\$ -	\$ 541,237	\$ 10,178,601	
2011	\$ 2,083,731	\$ 273,711	\$ 524,531	\$ 5,513,726	\$ 71,599	\$ -	\$ 656,070	\$ 9,123,368	
2012	\$ 412,275	\$ 535,553	\$ 312,757	\$ 5,628,962	\$ 21,642	\$ -	\$ 1,264,988	\$ 8,176,177	
2013	\$ 662,318	\$ 345,189	\$ -	\$ 6,379,618	\$ 17,921	\$ -	\$ 526,344	\$ 7,931,390	
2014	\$ 682,000	\$ 369,442	\$ -	\$ 6,964,685	\$ 17,898	\$ -	\$ 596,702	\$ 8,630,727	

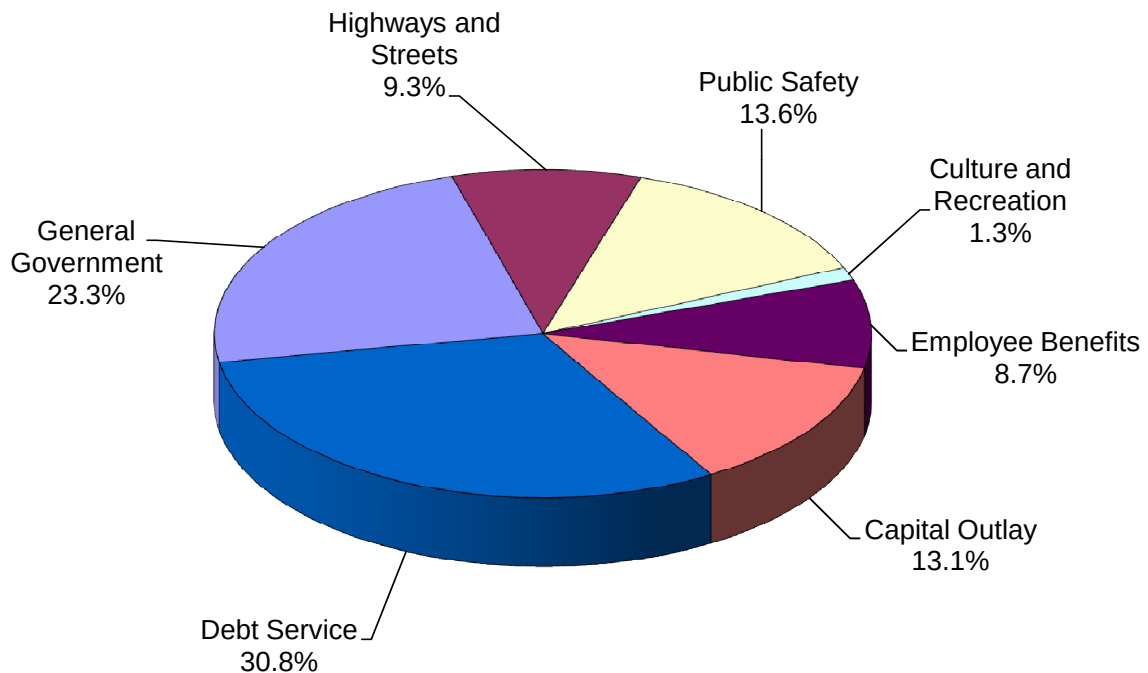
Revenue by Source - Government Activities - 2014



CITY of ROELAND PARK, KANSAS
General Governmental Expenditures by Function (1)
Last Ten Years
(Unaudited)

Year Ended December 31	General Government	Highways and Streets	Public Safety	Culture and Recreation	Employee Benefits	Capital Outlay	Debt Service	Total
2005	\$8,531,899	\$ 672,954	\$ 1,088,427	\$ 68,668	\$ 539,977	\$ 1,718,214	\$ 1,697,102	\$ 14,317,241
2006	\$4,242,127	\$ 989,813	\$ 1,091,294	\$ 97,997	\$ 619,849	\$ 3,786,698	\$ 2,163,039	\$ 12,990,817
2007	\$2,299,427	\$ 807,707	\$ 1,164,536	\$ 105,686	\$ 662,098	\$ 4,523,237	\$ 2,620,797	\$ 12,183,488
2008	\$1,943,701	\$ 1,035,974	\$ 1,193,771	\$ 87,800	\$ 697,081	\$ 1,072,858	\$ 1,991,380	\$ 8,022,565
2009	\$1,811,515	\$ 1,124,513	\$ 1,202,635	\$ 59,549	\$ 748,170	\$ 6,718,722	\$ 2,217,917	\$ 13,883,021
2010	\$1,894,423	\$ 1,076,574	\$ 1,177,174	\$ 64,497	\$ 697,445	\$ 3,806,144	\$ 2,800,156	\$ 11,516,413
2011	\$1,944,844	\$ 559,475	\$ 1,114,836	\$ 146,941	\$ 640,757	\$ 530,099	\$ 2,260,661	\$ 7,197,613
2012	\$3,387,176	\$ 522,275	\$ 1,165,306	\$ 90,675	\$ 663,741	\$ 1,175,008	\$ 2,522,448	\$ 9,526,629
2013	\$1,852,078	\$ 508,702	\$ 1,141,180	\$ 103,377	\$ 599,959	\$ 180,120	\$ 3,636,664	\$ 8,022,080
2014	\$1,803,945	\$ 719,451	\$ 1,054,081	\$ 98,340	\$ 671,559	\$ 1,012,312	\$ 2,381,167	\$ 7,740,855

**General Governmental Expenditures
by Function for 2014**



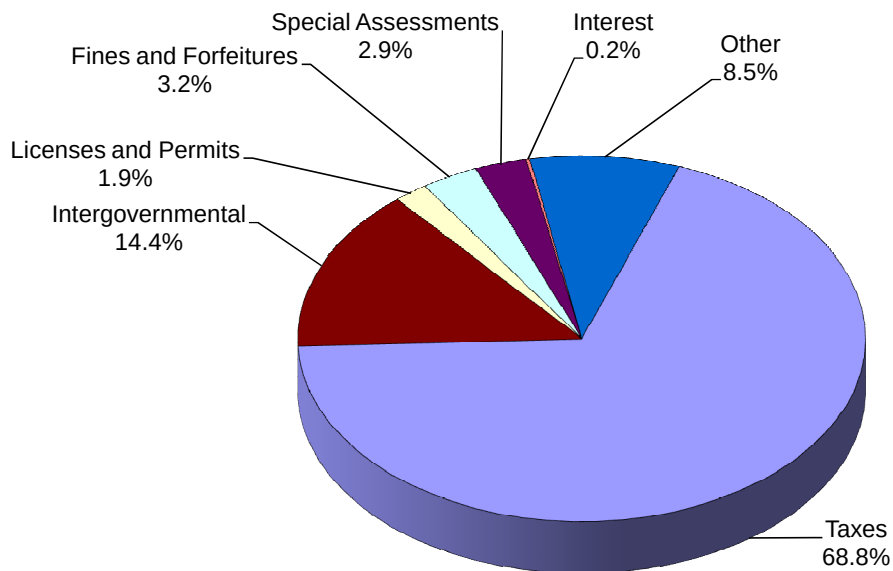
(1) Includes General, Special Revenue, Debt Service and Capital Project Funds

CITY of ROELAND PARK, KANSAS
General Governmental Revenues by Function (1)
Last Ten Years
(Unaudited)

Fiscal Year December 31	Taxes	Intergovernmental	Licenses and Permits	Fines and Forfeitures	Special Assessments	Interest	Other	Total
2005	\$ 3,149,473	\$ 2,213,506	\$ 169,556	\$ 286,691	\$ 59,493	\$ 161,117	\$ 542,054	\$ 6,581,890
2006	\$ 4,518,414	\$ 2,751,694	\$ 156,820	\$ 297,424	\$ 58,371	\$ 472,195	\$ 503,410	\$ 8,758,328
2007	\$ 4,879,899	\$ 4,202,787	\$ 156,152	\$ 354,062	\$ 68,656	\$ 439,638	\$ 584,243	\$ 10,685,437
2008	\$ 5,072,612	\$ 1,907,675	\$ 147,990	\$ 326,038	\$ 56,909	\$ 178,114	\$ 500,917	\$ 8,190,255
2009	\$ 4,176,141	\$ 4,420,264	\$ 131,477	\$ 338,502	\$ 76,330	\$ 49,796	\$ 519,727	\$ 9,712,237
2010	\$ 4,574,437	\$ 2,990,032	\$ 135,627	\$ 335,526	\$ 322,381	\$ 62,401	\$ 601,786	\$ 9,022,190
2011	\$ 4,685,496	\$ 1,647,894	\$ 125,226	\$ 285,711	\$ 295,374	\$ 71,599	\$ 739,799	\$ 7,851,099
2012	\$ 4,799,321	\$ 1,556,514	\$ 136,320	\$ 221,046	\$ 303,366	\$ 21,642	\$ 714,493	\$ 7,752,702
2013	\$ 5,517,739	\$ 1,296,628	\$ 155,456	\$ 281,099	\$ 274,790	\$ 17,921	\$ 662,346	\$ 8,205,979
2014	\$ 6,065,253	\$ 1,268,876	\$ 171,320	\$ 284,977	\$ 259,808	\$ 17,898	\$ 748,610	\$ 8,816,742

(1) Includes General, Special Revenue, Debt Service and Capital Project Funds

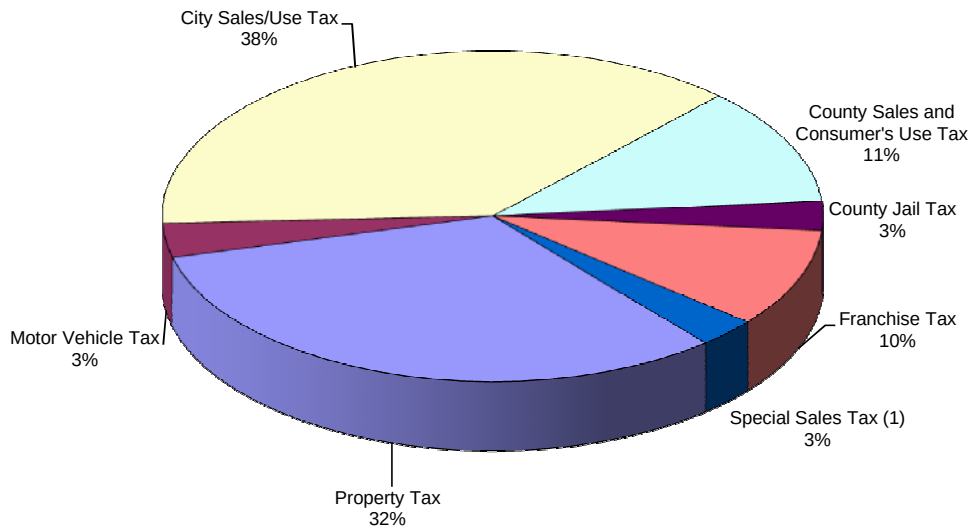
**General Governmental Revenues
by Source for 2014**



CITY of ROELAND PARK, KANSAS
Tax Revenues by Source
Last Ten Fiscal Years
(Unaudited)

Fiscal Year December 31	Property Tax	Motor Vehicle Tax	City Sales/Use Tax	County Sales and Consumer's Use Tax	County Jail Tax	Franchise Tax	Special Sales Tax (1)	Total
2005	\$ 1,772,230	\$ 176,419	\$ 1,414,384	\$ 621,115	\$ 156,029	\$ 431,654	\$ 156,029	\$ 4,727,860
2006	\$ 1,405,371	\$ 178,807	\$ 1,643,019	\$ 623,694	\$ 155,924	\$ 446,130	\$ 155,924	\$ 4,608,869
2007	\$ 1,193,601	\$ 168,551	\$ 1,683,103	\$ 601,138	\$ 150,285	\$ 471,427	\$ 150,285	\$ 4,418,390
2008	\$ 1,217,707	\$ 151,282	\$ 1,727,734	\$ 564,347	\$ 141,087	\$ 486,913	\$ 141,087	\$ 4,430,158
2009	\$ 1,115,109	\$ 143,680	\$ 1,697,927	\$ 498,368	\$ 124,833	\$ 485,644	\$ 124,833	\$ 4,190,395
2010	\$ 1,079,867	\$ 135,368	\$ 1,701,609	\$ 474,781	\$ 117,736	\$ 505,688	\$ 117,736	\$ 4,132,785
2011	\$ 1,240,389	\$ 133,730	\$ 1,747,903	\$ 558,206	\$ 139,554	\$ 504,815	\$ 139,554	\$ 4,464,151
2012	\$ 1,268,477	\$ 152,665	\$ 1,815,977	\$ 568,541	\$ 142,136	\$ 488,483	\$ 142,136	\$ 4,578,415
2013	\$ 1,385,532	\$ 170,617	\$ 1,925,141	\$ 597,634	\$ 149,409	\$ 493,139	\$ 149,409	\$ 4,870,881
2014	\$ 1,728,634	\$ 177,334	\$ 2,028,841	\$ 620,713	\$ 155,177	\$ 517,297	\$ 155,177	\$ 5,383,173

**Tax Revenues
By Source for 2014**



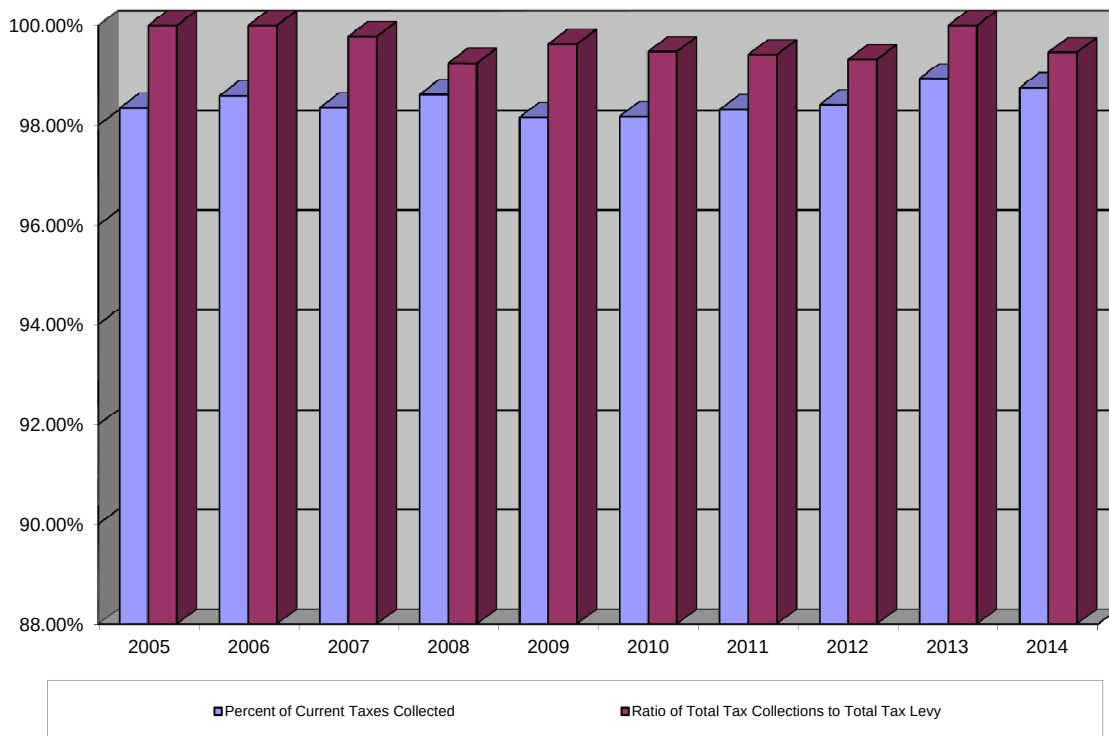
(1) 2004-2008 School Sales Tax, in 2009 changed to Safety Sales Tax

Note: The above summary excludes tax revenue from tax increment financing districts.

CITY of ROELAND PARK, KANSAS
Property Tax Levies and Collections
Last Ten Fiscal Years
(Unaudited)

Year Ended December 31	Total Tax Levy	Current Taxes Collected	Percent of Current Taxes Collected	Delinquent Tax Collections	Total Tax Collections	Ratio of Total Tax Collections to Total Tax Levy	Outstanding Delinquent Taxes	Ratio of Delinquent Tax to Total Tax Levy
2005	\$ 1,170,003	\$ 1,150,647	98.35%	\$ 36,844	\$ 1,187,491	101.49%	\$ 19,356	1.65%
2006	\$ 1,222,863	\$ 1,205,647	98.59%	\$ 19,798	\$ 1,225,445	100.21%	\$ 17,216	1.41%
2007	\$ 1,196,212	\$ 1,176,498	98.35%	\$ 17,103	\$ 1,193,601	99.78%	\$ 19,714	1.65%
2008	\$ 1,221,217	\$ 1,204,298	98.61%	\$ 7,689	\$ 1,211,988	99.24%	\$ 16,918	1.39%
2009	\$ 1,112,550	\$ 1,092,093	98.16%	\$ 16,330	\$ 1,108,422	99.63%	\$ 20,457	1.84%
2010	\$ 1,085,143	\$ 1,065,374	98.18%	\$ 14,098	\$ 1,079,473	99.48%	\$ 19,769	1.82%
2011	\$ 1,247,673	\$ 1,226,655	98.32%	\$ 13,734	\$ 1,240,389	99.42%	\$ 21,018	1.68%
2012	\$ 1,277,186	\$ 1,256,944	98.42%	\$ 11,528	\$ 1,268,472	99.32%	\$ 20,242	1.58%
2013	\$ 1,377,143	\$ 1,362,458	98.93%	\$ 23,074	\$ 1,385,532	100.61%	\$ 14,685	1.07%
2014	\$ 1,735,299	\$ 1,713,664	98.75%	\$ 12,330	\$ 1,725,994	99.46%	\$ 21,635	1.25%

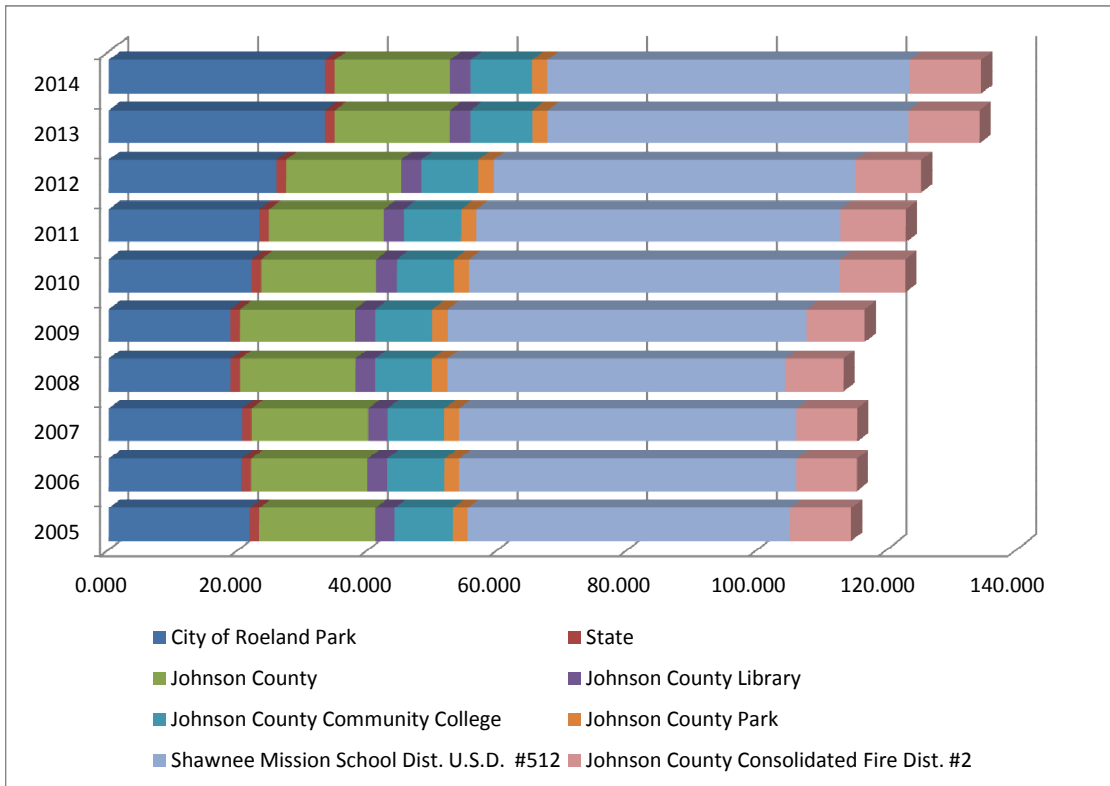
Tax Levies and Tax Collections



Information Provided by Johnson County Treasurer's Office

CITY of ROELAND PARK, KANSAS
Property Tax Rates - Direct and Overlapping Governments(1)
(Per \$ 1,000 of Assessed Value)
Last Ten Fiscal Years
(Unaudited)

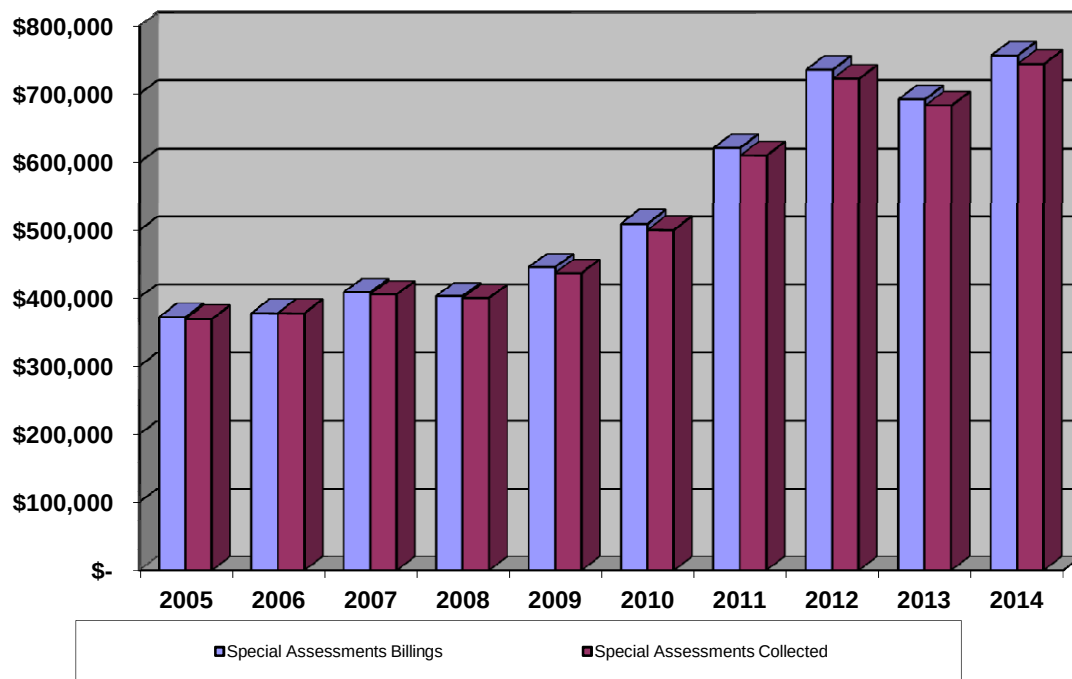
Mill Levy Year	City of Roeland Park	State	Johnson County	Johnson County Library	Johnson County Community College	Johnson County Park	Shawnee Mission School Dist. U.S.D. #512	Johnson County Consolidated Fire Dist. #2	Total
2005	21.719	1.500	17.922	2.955	8.960	2.286	49.748	9.405	114.495
2006	20.485	1.500	17.949	2.960	8.872	2.290	51.980	9.335	115.371
2007	20.539	1.500	17.985	2.962	8.749	2.295	52.008	9.356	115.394
2008	18.783	1.500	17.767	3.057	8.768	2.341	52.094	8.992	113.302
2009	18.770	1.500	17.716	3.151	8.784	2.346	55.318	8.991	116.576
2010	22.030	1.500	17.748	3.158	8.799	2.350	57.192	10.074	122.851
2011	23.225	1.500	17.700	3.145	8.776	2.343	56.135	10.098	122.922
2012	25.872	1.500	17.717	3.149	8.785	2.343	55.766	10.187	125.319
2013	33.379	1.500	17.745	3.155	9.551	2.347	55.611	11.004	134.292
2014	33.378	1.500	17.764	3.157	9.461	2.349	55.911	11.003	134.523



CITY of ROELAND PARK, KANSAS
Special Assessment Billings and Collections
Last Ten Fiscal Years
(Unaudited)

Year Ended December 31	Special Assessments Billings	Special Assessments Collected
2005	\$ 371,664	\$ 369,051
2006	\$ 377,502	\$ 377,486
2007	\$ 407,918	\$ 404,683
2008	\$ 401,954	\$ 399,081
2009	\$ 445,397	\$ 436,783
2010	\$ 509,392	\$ 500,629
2011	\$ 621,451	\$ 610,307
2012	\$ 735,268	\$ 722,171
2013	\$ 692,350	\$ 683,226
2014	\$ 755,870	\$ 743,624

Special Assessment Billings and Collections



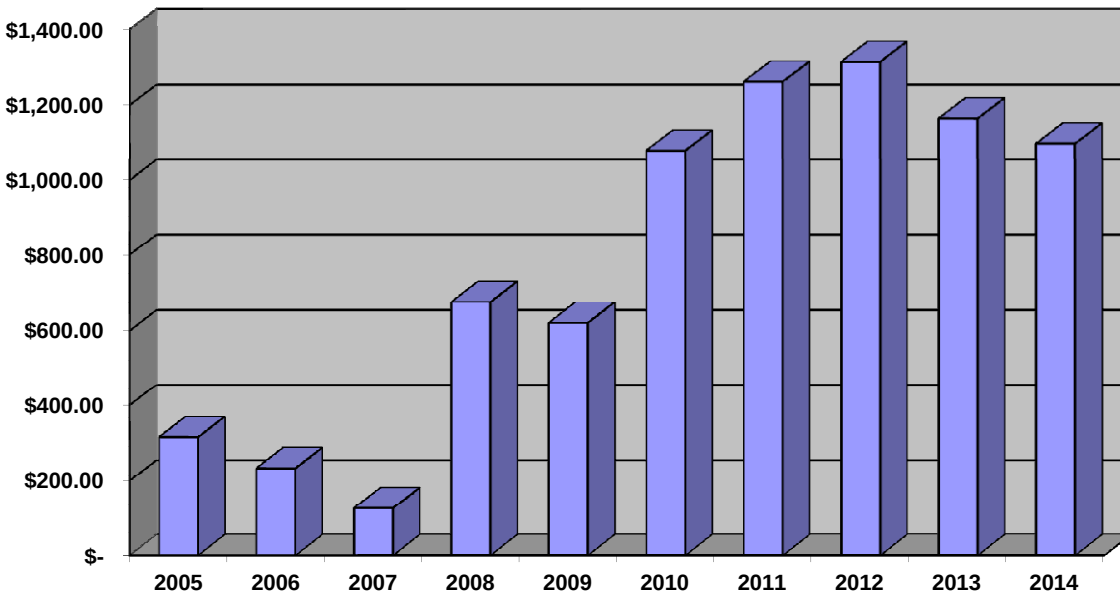
NOTE: Levy is for the tax year prior to the year of collection; e.g., 2009 is tax year 2008

Beginning in 2004 Trash Service was included in the special assessments billings/collections

CITY of ROELAND PARK, KANSAS
Ratio of Net General Bonded Debt
to Assessed Value and Net Bonded
Debt Per Capita
Last Ten Fiscal Years
(Unaudited)

Year Ended December 31	Population(1)	Assessed Value	Gross Bonded Debt	Less Debt Service Fund	Net Bonded Debt	Ratio of Net Bonded Debt to Assessed Value	Net Bonded Debt Per Capita
2005	7034	\$ 59,582,110	\$ 2,370,000	\$ 155,842	\$ 2,214,158	3.7%	\$ 314.78
2006	6975	\$ 63,374,190	\$ 1,780,000	\$ 159,326	\$ 1,620,674	2.6%	\$ 232.35
2007	6954	\$ 68,731,513	\$ 1,175,000	\$ 291,079	\$ 883,921	1.3%	\$ 127.11
2008	6951	\$ 70,737,341	\$ 5,065,000	\$ 373,212	\$ 4,691,788	6.6%	\$ 674.98
2009	6960	\$ 70,177,168	\$ 4,630,000	\$ 313,476	\$ 4,316,524	6.2%	\$ 620.19
2010	6731	\$ 65,889,739	\$ 7,480,000	\$ 213,348	\$ 7,266,652	11.0%	\$ 1,079.58
2011	6731	\$ 63,789,417	\$ 8,920,000	\$ 432,827	\$ 8,487,173	13.3%	\$ 1,260.91
2012	6841	\$ 60,457,328	\$ 9,260,000	\$ 421,769	\$ 8,838,231	14.6%	\$ 1,313.06
2013	6816	\$ 59,270,263	\$ 8,395,000	\$ 459,907	\$ 7,935,093	13.4%	\$ 1,164.19
2014	6845	\$ 60,830,643	\$ 7,995,000	\$ 479,137	\$ 7,515,863	12.4%	\$ 1,098.01

Net Bonded Debt Per Capita



(1) Certified Populations to the Kansas Secretary of State by Division of the Budget on July 1, 2013

City of Roeland Park

Statistical Section Contents

The statistical section of the City's comprehensive annual financial report presents detailed information as a context for understanding what the information presented in the financial statements, note disclosures and required supplementary information say about the City's overall financial health.

Contents	Page
Financial Trends	
These schedules contain trend information to help the reader understand how the City's financial performance and well being have changed over time.	76 - 83
Revenue Capacity	
These schedules contain information to help the reader assess the City's most significant local revenue source, sales tax.	84 - 86
Debt Capacity	
These schedules present information to help the reader assess the affordability of the City's current level of outstanding debt and the City's ability to issue additional debt in the future.	87 - 93
Demographic and Economic Information	
These schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place.	94 - 95
Operating Information	
These schedules contain service and infrastructure data to help the reader understand how the information in the City's financial report relates to the services the City provides and the activities it performs.	96 - 101

Sources: Unless otherwise noted, the information in these schedules is derived from the comprehensive annual report for the relevant year. The City implemented GASB 34 in fiscal year 2004; schedules presenting government-wide information include information beginning in that year.

City of Roeland Park

Net Position By Component Last Ten Fiscal Years (accrual basis of accounting) (Unaudited)

	Fiscal Year		
	2005	2006	2007
Governmental activities:			
Net investment in capital assets	\$ 1,066,431	\$ 3,242,771	\$ 6,684,065
Restricted	2,819,252	3,445,579	3,481,896
Unrestricted (deficit)	(7,883,808)	(9,008,954)	(9,556,205)
Total governmental activities net position	\$ (3,998,125)	\$ (2,320,604)	\$ 609,756
Primary government:			
Net investment in capital assets	\$ 1,066,431	\$ 3,242,771	\$ 6,684,065
Restricted	2,819,252	3,445,579	3,481,896
Unrestricted (deficit)	(7,883,808)	(9,008,954)	(9,556,205)
Total primary government net position	\$ (3,998,125)	\$ (2,320,604)	\$ 609,756

GASB Statement No. 34 Implemented in Fiscal Year 2004

GASB Statement No. 46 implemented in Fiscal Year 2006; effect on restricted net position is shown retroactively for Fiscal Year 2005 only.

Fiscal Year						
2008	2009	2010	2011	2012	2013	2014
\$ 8,659,121	\$ 12,336,193	\$ 13,455,476	\$ 13,442,965	\$ 14,387,590	\$ 14,000,008	\$ 13,809,231
3,362,134	3,115,716	2,987,693	1,846,236	1,262,832	2,083,763	2,924,033
(9,181,115)	(9,840,614)	(7,983,630)	(4,445,145)	(3,748,931)	(3,040,705)	(2,106,264)
\$ 2,840,140	\$ 5,611,295	\$ 8,459,539	\$ 10,844,056	\$ 11,901,491	\$ 13,043,066	\$ 14,627,000
\$ 8,659,121	\$ 12,336,193	\$ 13,455,476	\$ 13,442,965	\$ 14,387,590	\$ 14,000,008	\$ 13,809,231
3,362,134	3,115,716	2,987,693	1,846,236	1,262,832	2,083,763	2,924,033
(9,181,115)	(9,840,614)	(7,983,630)	(4,445,145)	(3,748,931)	(3,043,705)	(2,106,264)
\$ 2,840,140	\$ 5,611,295	\$ 8,459,539	\$ 10,844,056	\$ 11,901,491	\$ 13,040,066	\$ 14,627,000

City of Roeland Park

Changes In Net Position Last Ten Fiscal Years (accrual basis of accounting) (Unaudited)

	Fiscal Year		
	2005	2006	2007
Expenses:			
Governmental activities:			
General government	\$ 8,611,309	\$ 4,458,665	\$ 2,452,942
Highway & Streets	785,531	971,684	1,282,612
Public safety	1,100,107	1,486,533	1,583,568
Culture and recreation	144,551	179,246	157,134
Employee Benefits	539,977	***	***
Interest on long-term debt	626,826	1,151,443	1,084,725
Total governmental activities expenses	11,808,301	8,247,571	6,560,981
Total primary government expenses	11,808,301	8,247,571	6,560,981
Program revenue:			
Governmental activities:			
Charges for services:			
General government	324,763	261,903	263,879
Highway and streets	59,493	-	-
Public safety	286,691	298,827	355,306
Culture and recreation	-	4,310	3,325
Operating grants and contributions:			
General government	-	-	-
Highway and streets	-	1,413,736	1,134,609
Public safety	-	1,227	-
Culture and recreation	-	100,000	-
Capital grants and contributions, highways and streets		1,371,239	1,081,185
Total governmental activities program revenue	670,947	3,451,242	2,838,304
Total primary government program revenues	670,947	3,451,242	2,838,304
Net (expense) revenue:			
Governmental activities	(11,137,354)	(4,796,329)	(3,722,677)
Total primary government net expense	(11,137,354)	(4,796,329)	(3,722,677)
General revenues and other changes in net position:			
Governmental activities:			
Taxes:			
Property taxes	1,772,230	1,405,371	1,193,601
Sales and use taxes	*	3,587,696	3,931,194
County jail taxes	*	155,924	150,285
Franchise taxes	*	446,130	471,427
Intergovernment	2,277,840	**	**
Other taxes	1,377,243	**	**
Investment earnings	161,117	472,195	439,638
Miscellaneous	386,847	406,534	466,892
Gain on disposal of capital Assets	-	-	-
Total governmental activities	5,975,277	6,473,850	6,653,037
Total primary government	5,975,277	6,473,850	6,653,037
Changes in net position:			
Governmental activities	(5,162,077)	1,677,521	2,930,360
Total primary government	\$ (5,162,077)	\$ 1,677,521	\$ 2,930,360

* Taxes not separated out of intergovernmental and other.

** Taxes separated into specific activities.

***Employee benefits expenses were allocated to governmental activities expense functions beginning in Fiscal Year 2006.

GASB Statement No. 34 Implemented in Fiscal Year 2004

Fiscal Year						
2008	2009	2010	2011	2012	2013	2014
\$ 2,145,402	\$ 1,984,797	\$ 2,635,337	\$ 2,015,395	\$ 2,015,841	\$ 2,080,869	\$ 2,106,504
1,498,495	1,977,515	1,918,971	2,052,826	1,950,919	2,095,342	2,558,464
1,670,306	1,659,009	1,613,703	1,599,006	1,628,167	1,583,758	1,522,496
172,434	143,537	148,485	136,601	184,096	196,798	191,761
***	***	***	***	***	***	***
1,100,260	1,141,986	1,013,861	935,023	924,701	833,048	667,568
6,586,897	6,906,844	7,330,357	6,738,851	6,703,724	6,789,815	7,046,793
6,586,897	6,906,844	7,330,357	6,738,851	6,703,724	6,789,815	7,046,793
241,575	259,639	280,817	328,111	138,559	313,360	323,727
621,446	-	245,419	149,120	-	-	-
328,304	320,211	1,423,411	1,606,500	273,716	348,958	358,273
2,896	-	-	-	-	-	-
-	-	-	-	163,000	440	6,325
893,035	353,813	385,566	273,711	372,553	344,749	363,117
-	1,233	13,840	-	-	-	-
-	-	-	-	-	-	-
262,237	2,766,672	1,955,710	524,531	312,757	-	-
2,349,493	3,701,568	4,304,763	2,881,973	1,260,585	1,007,507	1,051,442
2,349,493	3,701,568	4,304,763	2,881,973	1,260,585	1,007,507	1,051,442
(4,237,404)	(3,205,276)	(3,025,594)	(3,856,878)	(5,443,139)	(5,782,308)	(5,995,351)
(4,237,404)	(3,205,276)	(3,025,594)	(3,856,878)	(5,443,139)	(5,782,308)	(5,995,351)
1,217,707	1,115,109	1,079,867	1,240,389	1,268,477	1,385,532	2,733,711
4,040,997	3,780,438	3,566,909	3,628,968	3,729,866	4,351,538	3,558,501
141,087	124,833	117,736	139,554	142,136	149,409	155,176
486,913	485,644	505,688	504,815	488,483	493,139	517,297
**	**	**	**	-	-	-
**	**	**	**	-	-	-
178,114	49,796	62,401	71,599	21,642	17,921	17,898
402,970	420,611	541,237	656,070	581,845	526,344	596,702
-	-	-	-	683,143	-	-
6,467,788	5,976,431	5,873,838	6,241,395	6,915,592	6,923,883	7,579,285
6,467,788	5,976,431	5,873,838	6,241,395	6,915,592	6,923,883	7,579,285
2,230,384	2,771,155	2,848,244	2,384,517	1,472,453	1,141,575	1,583,934
\$ 2,230,384	\$ 2,771,155	\$ 2,848,244	\$ 2,384,517	\$ 1,472,453	\$ 1,141,575	\$ 1,583,934

City of Roeland Park

**Fund Balances, Governmental Funds
Last Ten Fiscal Years
(modified accrual basis of accounting)
(Unaudited)**

	Fiscal Year		
	2005	2006	2007
General Fund:			
Nonspendable	\$ -	\$ -	\$ -
Restricted	-	-	-
Committed	-	-	-
Assigned	-	-	-
Unassigned	-	-	-
Reserved	253,471	399,859	253,690
Unreserved	951,720	935,930	966,376
Total General Fund	\$ 1,205,191	\$ 1,335,789	\$ 1,220,066
All Other Governmental Funds:			
Nonspendable	\$ -	\$ -	\$ -
Restricted	-	-	-
Committed	-	-	-
Assigned	-	-	-
Unassigned	-	-	-
Reserved	1,484,714	2,190,909	2,106,262
Unreserved, reported in:			
Special revenue funds	987,500	1,145,067	1,706,745
Debt service funds	-	-	-
Capital projects funds	(1,242,233)	(3,650,852)	(5,422,364)
Total all other government funds	\$ 1,229,981	\$ (314,876)	\$ (1,609,357)

GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, implemented in Fiscal Year 2011

Fiscal Year						
2008	2009	2010	2011	2012	2013	2014
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	-	157,500	166,027	157,500	157,500
-	-	-	-	-	-	-
-	-	-	21,522	367	367	10,267
-	-	-	404,462	1,253,199	1,314,949	1,922,771
251,721	258,410	179,022	-	-	-	-
728,708	320,523	230,883	-	-	-	-
\$ 980,429	\$ 578,933	\$ 409,905	\$ 583,484	\$ 1,419,593	\$ 1,472,816	\$ 2,090,538
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	-	3,236,959	2,764,735	3,624,015	4,516,758
-	-	-	127,000	127,000	127,000	127,000
-	-	-	-	91,013	267,923	364,228
-	-	-	(50,271)	(413,253)	(1,318,767)	(1,199,650)
7,917,013	7,342,112	2,827,013	-	-	-	-
1,230,075	1,116,629	1,089,663	-	-	-	-
-	116,511	55,848	-	-	-	-
(6,163,469)	(9,316,611)	(3,427,335)	-	-	-	-
\$ 2,983,619	\$ (3,182,885)	\$ 545,189	\$ 3,313,688	\$ 2,569,495	\$ 2,700,171	\$ 3,808,336

City of Roeland Park

Changes In Fund Balances, Governmental Funds

Last Ten Fiscal Years

(modified accrual basis of accounting)

(Unaudited)

	Fiscal Year		
	2005	2006	2007
Revenues:			
Taxes	3,149,473	4,518,414	4,879,899
Special Assessments	59,493	58,371	68,656
Intergovernmental	2,213,506	2,751,694	4,202,787
Licenses and Permits	169,556	156,820	156,152
Fines and Forfeitures	286,691	297,424	354,062
Interest	161,117	472,195	439,638
Other	542,054	503,410	584,243
Total revenues	6,581,890	8,758,328	10,685,437
Expenditures:			
General government	8,531,899	4,242,127	2,299,427
Highways and streets	672,954	989,813	807,707
Public Safety	1,088,427	1,091,294	1,164,536
Culture and recreation	68,668	97,997	105,686
Employee Benefits	539,977	619,849	662,098
Capital Outlay	1,718,214	3,786,698	4,523,237
Debt Service:			
Principal retirement	912,563	944,625	1,543,464
Interest and fiscal Charges	486,060	1,109,618	1,077,333
Issuance costs	298,479	108,796	-
Total expenditures	14,317,241	12,990,817	12,183,488
Excess of revenues (under) expenditures	(7,735,351)	(4,232,489)	(1,498,051)
Other financing sources (uses):			
Capital Lease Obligations	27,106	-	-
Issuance of certificates of participation	700,000	-	-
Issuance of long-term Debt	-	2,837,984	41,809
Issuance of Long-term Refunding Debt	-	-	-
Payment to refunded bond escrow agent	-	-	-
Transfers in	567,541	786,795	634,390
Transfers out	(567,541)	(786,795)	(634,390)
Proceeds from sale of assets			46,038
Issuance of bonds	8,050,000	-	-
Premium on bonds	-	-	-
Discount on bonds	(102,599)	(19,754)	-
Total other financing sources (uses)	8,674,507	2,818,230	87,847
Net changes in fund balance	\$ 939,156	\$ (1,414,259)	\$ (1,410,204)
Debt service as a percentage of noncapital expenditures	13%	24%	34%

Fiscal Year						
2008	2009	2010	2011	2012	2013	2014
5,072,612	4,781,852	4,574,437	4,685,496	4,799,321	5,517,739	6,065,253
56,909	76,330	322,381	295,374	303,366	274,790	259,808
1,907,675	3,814,553	2,990,032	1,647,894	1,556,514	1,296,628	1,268,876
147,990	131,477	135,627	125,226	136,320	155,456	171,320
326,038	338,502	335,526	285,711	221,046	281,099	284,977
178,114	49,796	62,401	71,599	21,642	17,921	17,898
500,917	519,727	601,786	739,799	714,493	662,346	748,610
8,190,255	9,712,237	9,022,190	7,851,099	7,752,702	8,205,979	8,816,742
1,943,701	1,811,515	1,894,423	1,944,844	3,387,176	1,852,078	1,803,945
1,035,974	1,124,513	1,076,574	559,475	522,275	508,702	719,451
1,193,771	1,202,635	1,177,174	1,114,836	1,165,306	1,141,180	1,054,081
87,800	59,549	64,497	146,941	90,675	103,377	98,340
697,081	748,170	697,445	640,757	663,741	599,959	671,559
1,072,858	6,718,722	3,806,144	530,099	1,175,008	180,120	1,012,312
964,519	1,068,359	1,756,419	1,289,914	1,550,334	2,875,321	1,693,181
979,709	1,149,558	1,007,374	921,373	817,222	761,343	665,100
47,152	-	36,363	49,374	154,892	-	22,886
8,022,565	13,883,021	11,516,413	7,197,613	9,526,629	8,022,080	7,740,855
167,690	(4,170,784)	(2,494,223)	653,486	(1,773,927)	183,899	1,075,887
-	-	-	-	-	-	-
-	-	-	-	-	-	-
4,185,000	44,310	3,583,243	2,257,788	973,500	-	-
-	-	-	-	1,976,500	-	650,000
-	-	-	-	(1,916,485)	-	-
1,594,726	818,625	683,721	335,249	1,636,546	1,382,985	1,212,087
(1,594,726)	(818,625)	(683,721)	(335,249)	(1,636,546)	(1,382,985)	(1,212,087)
649	-	28,500	18,916	832,328	-	-
-	-	-	-	-	-	-
-	-	-	11,888	-	-	-
-	-	-	-	-	-	-
4,185,649	44,310	3,611,743	2,288,592	1,865,843	-	650,000
\$ 4,353,339	\$ (4,126,474)	\$ 1,117,520	\$ 2,942,078	\$ 91,916	\$ 183,899	\$ 1,725,887
29%	31%	36%	34%	30%	46%	35%

City of Roeland Park

Tax Revenues by Source, Governmental Funds

Last Ten Fiscal Years

(modified accrual basis of accounting)

(Unaudited)

Fiscal Year	Property	Sales & Use	County Jail	Franchise	Total
2005	\$ 1,772,230	\$ 2,191,528	\$ 156,029	\$ 431,654	\$ 4,551,441
2006	1,405,371	3,587,696	155,924	446,130	5,595,121
2007	1,193,601	3,931,194	150,285	471,427	5,746,507
2008	1,217,707	4,040,997	141,087	486,913	5,886,704
2009	1,115,109	3,780,438	124,833	485,644	5,506,024
2010	1,079,867	3,566,909	117,736	505,688	5,270,200
2011	1,240,389	3,628,968	139,554	504,815	5,513,726
2012	1,268,477	3,729,866	142,136	488,483	5,628,962
2013	1,385,532	4,351,538	149,409	493,139	6,379,618
2014	2,733,711	3,558,501	155,176	517,297	6,964,685
Change					
2005-2014	961,481	1,366,973	(853)	85,643	2,413,244

Source: City records.

*Certain reclassifications were made to recategorized Property Tax Revenues beginning in 2006

*TIF revenue is recognized in the property tax category instead of sales and use beginning in 2014

City of Roeland Park

Principal Taxpayers (Roeland Park) Current Year and Ten Years Ago (Unaudited)

Taxpayer	2014			2004		
	Assessed Valuation	Rank	Percentage of Total Assessed Valuation	Assessed Valuation	Rank	Percentage of Total Assessed Valuation
BOULEVARD APARTMENTS, LLC	2,466,060	1	3.86%	*	*	*
TMM ROELAND PARK CENTER, LLC	2,340,163	2	3.67%	2,553,883	1	4.42%
BELLA ROE LOTS 2, 3 AND 6 07	1,985,987	3	3.11%	*	*	*
BELLA ROE LOTS 1 AND 4 07 A	1,697,145	4	2.66%	*	*	*
WALGREEN CO.	590,909	5	0.93%	613,326	5	1.06%
ALDI INC.	492,741	6	0.77%	304,851	9	0.53%
MEREDITH PROPERTIES, INC.	326,652	7	0.51%	314,843	8	0.55%
MISSION BANK (THE)	301,001	8	0.47%	*	*	*
JL GROUP HOLDINGS I, LLC	294,501	9	0.46%	*	*	*
ROE MARKETPLACE, LLC	274,501	10	0.43%	386,275	7	0.67%

Source:

City of Roeland Park CAFR 2004

* Not a Taxpayer in 2004

Johnson County Records and Tax Administration

City of Roeland Park

Principal Sales Tax Industries

Current Year

(Unaudited)

Industry Type (NAICS)	Percentage of Total City Sales Tax Revenues
Department Stores	27.98%
Supermarkets and Other Grocery (except Convenience) Stores	17.09%
Home Centers	17.09%
Wireless Telecommunications Carriers	3.86%
Other Electric Power Generation	3.75%
Full Service Restaurants	3.08%
Limited Service Restaurants	3.00%
Gas Stations with Convenience Stores	2.69%
Natural Gas Distribution	2.24%
Pharmacies and Drug Stores	1.57%
Total Percentage of Sales Tax Revenues	82.4%

Sources: Sales Tax Records, State of Kansas (NAICS Codes)

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City of Roeland Park

**Ratios of Outstanding Debt by Type
Last Ten Fiscal Years
(Unaudited)**

Fiscal Year	Governmental Activities				
	General Obligation Bonds	Tax Increment Revenue Bonds	Revenue Bonds	Transportation Development District	Certificate of Participation
2005	\$ 2,370,000	\$ 5,572,112	\$ 325,000	\$ 3,555,000	\$ 700,000
2006	1,780,000	5,481,816	250,000	6,335,000	700,000
2007	1,175,000	5,278,145	170,000	5,920,000	700,000
2008	5,065,000	5,080,732	85,000	5,770,000	650,000
2009	4,630,000	4,865,502	-	5,610,000	650,000
2010	7,480,000	4,627,394	-	5,430,000	-
2011	8,920,000	4,398,941	-	5,235,000	-
2012	9,260,000	4,106,044	-	5,080,000	-
2013	8,395,000	3,879,226	-	4,805,151	-
2014	8,004,247	3,622,299	-	4,455,696	-

Note: Details regarding the City's outstanding debt may be found in the notes to the financial statements.

(1) Personal income amounts are obtained from the demographic and economic statistics table of this section. The 2009 percentage of personal income is based off of the 2008 personal income information as 2009 was unavailable.

	Capital Leases	Total Primary Government	Percentage of Personal Income (1)	Debt Per Capita
\$	2,296,697	\$ 14,818,809	62.31%	2,107
	2,165,352	16,712,168	64.86%	2,396
	1,967,368	15,210,513	56.50%	2,187
	1,780,262	18,430,994	59.84%	2,652
	1,651,443	17,406,945	61.50%	2,501
	1,642,243	19,179,637	65.30%	2,849
	1,593,570	20,147,511	64.43%	2,993
	1,381,133	19,827,177	59.49%	2,898
	1,162,630	18,182,739	54.56%	2,668
	933,528	17,015,770	49.97%	2,493

City of Roeland Park

**Ratios of Net General Bonded Debt Outstanding by Type
Last Ten Fiscal Years
(Unaudited)**

Fiscal Year	Governmental Activities			Percentage of Actual Property Value	Debt Per Capita	Percentage of Personal Income (1)
	General Obligation Bonds	Less Amount Available in Debt Service	Net General Bonded Debt			
2005	\$ 2,370,000	\$ 155,842	\$ 2,214,158	3.7%	\$ 315	9.3%
2006	1,780,000	159,326	1,620,674	2.4%	\$ 232	6.3%
2007	1,175,000	291,079	883,921	1.3%	\$ 127	3.3%
2008	5,065,000	373,212	4,691,788	6.7%	\$ 675	15.2%
2009	4,630,000	313,476	4,316,524	5.9%	\$ 620	15.3%
2010	7,480,000	213,348	7,266,652	10.2%	\$ 1,080	24.7%
2011	8,920,000	432,827	8,487,173	12.2%	\$ 1,261	27.1%
2012	9,260,000	421,769	8,838,231	14.6%	\$ 1,292	26.5%
2013	8,395,000	459,907	7,945,132	13.4%	\$ 1,166	23.8%
2014	8,004,247	479,137	7,525,110	12.7%	\$ 1,099	22.6%

Note: Details regarding the City's outstanding debt may be found in the notes to the basic financial statements.

(1) Personal income amounts are obtained from the demographic and economic statistics table of this section. The 2009 percentage of personal income is based off of the 2008 personal income information as 2009 was unavailable.

City of Roeland Park

Direct and Overlapping Governmental Activities Debt For the Year Ended December 31, 2014 (Unaudited)

Governmental Unit	Debt Outstanding	Estimated Percentage Applicable	Estimated Share of Overlapping Debt
Johnson County (1)	316,465,935	0.77%	\$ 2,436,788
Johnson County Consolidated Fire District #2 (1)	725,000	8.33%	60,393
Johnson County Parks and Recreation (1)	2,315,000	0.77%	17,826
Shawnee Mission School Dist. - U.S.D. #512 (1)	194,477,739	2.06%	4,006,241
Water District #1 of Johnson County (3)	284,710,000	1.65%	4,706,195
Subtotal, overlapping debt			\$ 11,227,442
City Direct Debt			17,015,770
Total direct and overlapping debt			\$ 28,243,212

Sources: Johnson County, Department of Records and Tax Administration
Water District No. 1

(1) Data as of December 31, 2014

The percentage of overlapping debt applicable is estimated using taxable assessed property values. Applicable percentages were estimated by determining the portion of the County's taxable assessed value that is within the government's boundaries and dividing it by the County total taxable assessed value.

City of Roeland Park

Legal Debt Margin Information

Last Ten Fiscal Years

(dollars in thousands)

(Unaudited)

	2005	2006	2007	2008
Debt limit	\$ 20,366,682	\$ 21,476,321	\$ 21,203,471	\$ 21,097,420
Total net debt applicable to limit	11,732,368	12,600,352	11,732,368	12,580,262
Legal debt margin	\$ 8,634,314	\$ 8,875,969	\$ 9,471,103	\$ 8,517,158
Total net debt applicable to the limit as a percentage of debt limit	57.61%	58.67%	55.33%	59.63%

Source: City Records

Legal Debt Margin Calculation for Fiscal Year 2014

Assessed value	\$ 68,452,147
Debt limit (30% of assessed value)	<u>20,535,644</u>
Debt applicable to limit:	
General obligation bonds	7,995,000
Temporary Notes	-
Certificates of Participation	-
Capital Leases	<u>933,528</u>
Total net debt applicable to limit	<u>8,928,528</u>
Legal debt margin	<u>\$ 11,607,116</u>

	2009		2010		2011		2012		2013		2014
\$	21,991,649	\$	21,293,651	\$	20,807,621	\$	20,327,553	\$	20,070,973	\$	20,535,644
	12,731,443		11,907,243		10,513,570		11,501,333		10,513,343		11,607,116
\$	9,260,206	\$	9,386,408	\$	10,294,051	\$	8,826,220	\$	20,070,973	\$	8,928,528
	57.89%		55.92%		50.53%		56.58%		52.38%		56.52%

City of Roeland Park

Pledged-Revenue Coverage

Last Ten Fiscal Years

(dollars in thousands)

(Unaudited)

Transportation Development District				
Funding Source: Sales Tax Revenue and Interest Earnings				
Fiscal Year	Transportation Development District	Debt Service		Coverage
		Principal	Interest	
2005	112,632	-	-	-
2006	458,039	-	354,318	1.29
2007	476,975	415,000	345,834	0.63
2008	436,037	150,000	328,932	0.91
2009	397,637	160,000	321,694	0.83
2010	372,955	180,000	313,937	0.76
2011	381,398	195,000	305,182	0.76
2012	396,732	155,000	301,944	0.87
2013	390,626	274,849	248,408	0.73
2014	406,455	309,292	237,465	0.74

Revenue Bonds				
Funding Source: Revenues and Interest Earnings				
Fiscal Year	Revenue Bonds	Debt Service		Coverage
		Principal	Interest	
2005	-	75,000	20,109	-
2006	-	75,000	16,115	-
2007	-	80,000	11,890	-
2008	-	85,000	7,289	-
2009	-	85,000	2,444	-
2010	-	-	-	-
2011	-	-	-	-
2012	-	-	-	-
2013	-	-	-	-
2014	-	-	-	-

Tax Increment Bonds				
Funding Source: Tax Increment Revenues and Interest Earnings				
Fiscal Year	Tax Increment	Debt Service		Coverage
		Principal	Interest	
2005	163,765	74,842	88,658	1.00
2006	171,617	90,296	81,704	1.00
2007	168,338	118,761	74,739	0.87
2008	176,113	107,413	47,087	1.14
2009	146,667	75,231	63,770	1.06
2010	126,208	78,109	42,768	1.04
2011	106,272	58,453	49,697	0.98
2012	363,974	107,897	251,614	1.01
2013	609,451	226,818	284,053	1.19
2014	629,268	234,079	224,490	1.37

Note: Details regarding the City's outstanding debt can be found in the notes to the financial statements.

Source: City Records

City of Roeland Park

Demographic and Economic Statistics

Last Ten Fiscal Years

(Unaudited)

Fiscal Year Ended April 30	Population (1)	Per Capita Personal Income (2)	Personal Income (3)	Median Age (4)	School Enrollment (5)	Unemployment Rate (6)
2005	7,034	47,809	23,784,296	35.90	339	3.9%
2006	6,975	51,797	25,768,269	36.30	330	3.5%
2007	6,954	54,110	26,918,953	36.00	296	3.7%
2008	6,951	57,880	30,802,101	36.20	347	4.8%
2009	6,960	52,472	28,303,211	35.70	359	6.0%
2010	7,026	53,821	29,372,416	36.40	379	6.0%
2011	6,731	56,550	31,271,376	36.50	386	5.1%
2012	6,841	59,524	33,328,220	34.80	370	4.5%
2013	6,816	59,524 *	33,328,220 *	34.80 *	370	3.8%
2014	6,845	60,068 *	34,054,458 *	36.50 *	400	3.7%

Sources:

- (1) Johnson County Clerk/Secretary of State - Division of the Budget
- (2) Bureau of Economic Analysis, Table CA1-3, Johnson County, Kansas Per Capita, personal income
- (3) Bureau of Economic Analysis, Table CA1-3, Johnson County, Kansas, personal income
- (4) US Census Bureau, Johnson County, Kansas
- (5) Shawnee Mission School District, elementary public schools only
- (6) Bureau of Labor Statistics

* Data Not Available

City of Roeland Park

Principal Employers (Johnson County)

Current Year and Ten Years Ago

(Unaudited)

Employer	2015			2005		
	Employees in County (1)	Rank	Percentage of Total County Employment (2)	Employees in County (1)	Rank	Percentage of Total County Employment
Cerner Corporation	9,289	1	3.02%	*	*	*
Sprint Corp.	7,500	2	2.44%	*	*	*
Ford Motor Company	7,000	3	2.28%	*	*	*
Black & Veatch	6,794	4	2.21%	*	*	*
AT&T Corp.-Mission	3,772	5	1.23%	*	*	*
Shawnee Mission School District	3,716	6	1.21%	*	*	*
Olathe School District	3,713	7	1.21%	*	*	*
Johnson County, KS	3,531	8	1.15%	*	*	*
UnitedHealth Group	3,500	9	1.14%	*	*	*
UPS	3,263	10	1.06%	*	*	*

Source:

(1) ThinkKC Regional Employers, Johnson County KS 4/5/2014

(2) Bureau of Labor Statistics

* Data Not Available

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City of Roeland Park

Full-Time Equivalent City Government Employees By Functions/Programs Last Ten Fiscal Years (Unaudited)

Functions/Program	Full-Time Equivalent Employees as of December 31			
	2014	2013	2012	2011
General Government:				
City Administrator	1	1	1	1
City Clerk	1	1	1	1
Personnel	2	2	2	2
Building Safety	2	1	1	1
Police:				
Officers	16	17	17	17
Public Works:				
Administration	1	1	1	1
Street Maintenance	5	5	4	5
Street Sweeping	1	1	1	1
Total	29	29	28	29

Source: City Records

Full-Time Equivalent Employees as of December 31					
2010	2009	2008	2007	2006	2005
1	1	1	1	1	1
1	1	1	1	1	1
2	2	2	2	2	2
2	2	2	2	2	2
17	18	18	18	18	20
1	1	1	1	1	1
5	5	5	5	5	4
1	1	1	1	1	1
30	31	31	31	31	32

City of Roeland Park

Operating Indicators By Function/Program Last Ten Fiscal Years (Unaudited)

Function/Program	Calendar Year			
	2005	2006	2007	2008
Police:				
Adult arrest	498	428	589	429
Moving citations only	763	781	836	310
Traffic citations	3,253	5,161	5,632	2,665
Building Safety:				
Total building permits	427	429	474	496
Total value all permits	\$ 9,261,776	\$ 11,682,007	\$ 4,215,977	\$ 3,103,909

Source: City Records

Calendar Year					
2009	2010	2011	2012	2013	2014
400	383	281	362	315	313
279	336	365	430	305	406
2,853	2,915	2,240	3,374	2,281	2,712
475	441	388	433	487	525
\$ 2,703,038	\$ 2,092,406	\$ 2,107,123	\$ 4,111,694	\$ 3,119,141	\$ 3,846,616

City of Roeland Park

Capital Asset Statistics By Function/Program

Last Ten Fiscal Years

(Unaudited)

Function/Program	2005	2006	2007	2008	2009	2010
Public Works:						
Number of Streetlights	676	676	609	596	596	596
Streets (Lane Miles)	35.1	35.1	35.1	35.1	35.1	35.1
Public Safety:						
Stations	1	1	1	1	1	1
Culture and Recreation:						
Acreage	15	15	15	15	15	18
Parks	6	6	6	6	6	8
Tennis Courts	1	1	1	1	1	1
Swimming pools	1	1	1	1	1	1
Parks with Playground Equipment	2	2	2	2	2	3
Picnic Shelters	1	1	1	1	1	1
Community Centers	1	1	1	1	1	1
Skateboard Park	1	1	1	1	1	1

Source: City Records

2011	2012	2013	2014
596	596	595	595
35.1	35.1	35.1	35.1
1	1	1	1
18	13	13	13
9	8	8	8
1	1	1	1
1	1	1	1
3	3	3	3
1	1	1	1
1	1	1	1
1	1	1	1

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Item Number: Reports of City Liaisons- V.-A.

Committee 5/18/2015
Meeting Date:



City of Roeland Park Action Item Summary

Date:

Submitted By:

Committee/Department:

Title: **JoCo Parks & Rec Pool Advisory Board (Becky Fast, JoAnna
Rush and Jan Grebe)**

Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

Item Number: Reports of City Liaisons- V.-B.

Committee Meeting Date: 5/18/2015



City of Roeland Park Action Item Summary

Date:

Submitted By:

Committee/Department:

Title: 47th and Mission (Michael Rhoades, Tim Janssen and Sheri McNeil alt)

Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

ATTACHMENTS:

Description	Type
 47th and Mission Meeting Notes	Cover Memo

47th Street District Merchants Association
Meeting Notes
April 7, 2015
Taco Republic

Over 20 people attended the 2015 Merchants Association Breakfast at Taco Republic on April 7. After introductions, brief updates from the 47th and Mission Committee on current development projects, and a review of the survey results from 2014 (including the poll on naming the corridor), discussion centered on what the businesses hope to gain from the association and thoughts on the corridor's development.

Discussion items included:

- A marketing piece or newsletter with special offers for businesses in the corridor. Mailing/distribution list could be gathered from multiple businesses, and a MailChimp account for the businesses has already been set up.
- Possible community events, including the August Disc Golf tournament at Rosedale Park, which could draw attention to the corridor. Dynamic Discs will let the planning committee know when publicity materials are being gathered so we can get together coupons and other materials.
- Setting up a benefit district or other income for the area for shared amenities.
- Create corridor marketing and branding materials emphasizing the unique and cooperative effort of the three cities.
- Working together on parking issues and agreements and emphasizing walkability of the area (Crossroads District was discussed as an example.) Work together to avoid towing vehicles and parking tickets.
- Feature district businesses by moving meeting location.

Officer Steve Kopp from the KCKPD shared about the work that he has undertaken with the Westwood Police Department and Rosedale Development Association to streamline communication between departments.

The next meeting will be in June at Westwood Chiropractic. Time and date TBD.

Item Number: New Business- VII.-A.

Committee Meeting Date: 5/18/2015



City of Roeland Park Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: Interim City Administrator
Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

ATTACHMENTS:

Description	Type
 Mark Pentz Resume	Cover Memo
 interim admin agreement	Cover Memo

MARK PENTZ

1014 West 67th Street
Kansas City, Missouri 64113
Res: (816) 605-1750
Cell: (480) 209-0378
Email: wmpentz@cox.net

PERSONAL DATA:

Height. 5'8"
Weight 160 lbs.

Family. Spouse: Connie
Daughter: Amanda

PROFESSIONAL EXPERIENCE:

January, 2004 to June, 2010
Retirement

City Manager, Chandler, Arizona

Chandler, Arizona is on the southeast side of the Phoenix metropolitan area. The City has a population of 235,000, 1,600 full-time employees, and an operating and capital budget of \$750 million. As Chief Administrative Officer, my primary responsibilities included policy advice to the Mayor and six Councilmembers elected at-large on a non-partisan basis, and policy implementation through the day-to-day management of seven departments responsible for the following service areas:

Law enforcement; fire protection and prevention; neighborhood resources; code enforcement; utility billing; information technology; public information and cable TV production; personnel; human relations; street maintenance; transportation and environmental engineering; wastewater collection, treatment, and system maintenance; water production and distribution; refuse collection and recycling; central garage; planning and zoning, building inspection; neighborhood revitalization; park development and maintenance; recreation programs; community centers; intergovernmental relations; finance; public housing and Section 8 rental assistance programs; sustainability programs; tourism; aviation; and economic development.

June, 1998 to
December, 2003

City Manager, Rockville, Maryland

Rockville, Maryland is located 12 miles north of Washington D.C. The City had a population of 50,000, 525 full-time employees, an operating budget of \$69 million, and a six year capital budget of \$163 million. My service area responsibilities included:

Law enforcement; finance; public information; human resources; water and waste-water utility treatment, operations, and billings; street maintenance; refuse collection and recycling; neighborhood programs and code enforcement; central garage; planning and zoning; building inspection; park development and maintenance; recreation programs; information technology.

January, 1988
to May, 1998

City Manager, Leavenworth, Kansas

Leavenworth, Kansas is on the northwest side of the Kansas City metropolitan area approximately 30 miles from downtown Kansas City, Missouri. The City had a population of 35,000, 235 full-time employees, and an operating and capital budget of \$34 million. Service areas included:

Fire protection and prevention; law enforcement; finance; data processing; personnel; human relations; street maintenance; engineering; aviation; planning and zoning; code enforcement; building inspection; wastewater treatment and maintenance; public housing and housing rehabilitation; refuse collection; central garage; park development and maintenance; recreation programs and community center.

May, 1981 to
December, 1987

City Manager, Mexico, Missouri

Mexico, Missouri is located in north central Missouri approximately 120 miles west of St Louis. The City had a population of 12,276, 90 employees, and an operating and capital budget of \$9 million. During my tenure as City Manager, the City Council's objectives centered on economic development/job creation and capital improvement programming.

January, 1978 to
April, 1981

Assistant City Administrator, Liberty, Missouri

Liberty is located within the Kansas City metropolitan region and had an estimated population of 23,000. At the time of my employment the City had 125 employees and an operating and

capital budget of \$8.5 million. As the Assistant City Administrator my primary responsibilities included the preparation of the annual operating and capital budgets, expenditure control, and planning of and supervision over the financing of public improvements.

June, 1976 to
December, 1977

Administrative Assistant to the City Manager, Olathe, Kansas

Olathe, Kansas is located on the southwestern side of the Kansas City metropolitan area and is one of the fastest growing cities in the region and the State of Kansas. As an Administrative Assistant my primary responsibilities included coordinating the preparation of the annual budget, capital improvement programming, City Commission agenda preparation, and bonded debt financing.

EDUCATION:

Graduate:	M.P.A. University of Kansas, Lawrence, Kansas, 1980 Foreign Study Fellowship in Anglo-American History, University of Reading, England, 1973-74 M.A. University of Kansas, Lawrence, Kansas, 1973 Major: United States History
Undergraduate:	B.A. University of Kansas, Lawrence, Kansas, 1971 Major: History
Other:	Senior Executive Institute, University of Virginia, July, 2001

PROFESSIONAL, CIVIC, HONORARY ORGANIZATIONS:

Chair, Maricopa Association of Governments Management Committee, 2009-10
Member, Chandler-Gilbert Community College Advisory Committee
Member, Arizona State University School of Public Affairs Advisory Committee
Member, Rotary International: Chandler, Rockville, Leavenworth, and Mexico
President, Maryland City/County Management Association, 2003
Vice-President, Maryland City/County Management Association, 2002; Board Member, 2001-2003
Board Member, Maryland Municipal League 2002/2003
Corporate Member, International City/County Management Association
President, KUCIMATS (University of Kansas M.P.A. Alumni Association), 1990; Board Member, 1989-1991
First Vice-President and Board Member, Missouri City Management Association, 1987

Member, University of Missouri School of Administration Professional Advisory Committee, 1983-1987
 Member, Washington, D.C. Metropolitan Area Council of Governments Chief Administrative Officers Committee
 Member, Public Technology, Inc. (PTI) Sustainability Task Force, 2002-2003
 Ex Officio Board Member, Rockville Chamber of Commerce
 Phi Alpha Theta (History)
 Phi Beta Kappa

AWARDS:

2010 recipient of the John J. DeBolske Professional Excellence Award from the Arizona City/County Management Association
 1993 recipient of the Buford Watson Award for Excellence in Public Management from the Kansas Association for City/County Management
 1987 recipient of the President's Award from the Mexico Area Chamber of Commerce for contributions to the community's economic development efforts
 M.P.A with Honors
 M.A. with Honors
 B.A. with Highest Distinction
 University of Kansas Direct Exchange Fellowship to the University of Reading, England, 1973-74
 Summerfield Scholarship, University of Kansas 1968-1971

MARK PENTZ

STATEMENT OF PROFESSIONAL ACCOMPLISHMENTS

Chandler, Arizona

2004-2010

Administration

- Organized annual goal setting retreats with the Mayor and Council and the Executive Leadership Team to develop the Mayor and Council's multi-year policy agenda
- In 2010 Chandler received the All America Cities Award from the National Civic League
- In FY2009 and FY2010 reduced the General Fund Budget from \$210 million to \$170 million with minimal service delivery impacts and no layoffs
- Completed updates of the City's General Plan, Transportation Master Plan, Water Utility Master Plan, and Wastewater Utility Master Plan
- Improved the City's Moody's and Standard and Poor's general obligation bond ratings to AAA and maintained the Fitch AAA rating
- Successfully recruited and filled five key senior staff positions: Fire Chief, Public Works Director, Information Technology Director, Economic Development Director, and Neighborhood Resources Director
- Created the Neighborhood Resources Division to address issues related to residential buildout; responsible for Neighborhood Programs, Code Enforcement, Community Development, Housing and Redevelopment, and Diversity
- Consolidated the Planning and Development Department and Public Works Department
- Initiated a leadership development program in partnership with the Weldon Cooper Center for Public Service at the University of Virginia; trained over 240 line, supervisory, mid-manager, and executive level employees through UVA's Leading, Educating and Developing Program
- In 2009, received the 100 year assured water supply designation from the Arizona Department of Natural Resources

Economic Development

- Worked with the governing body, community leadership, and senior staff to complete the "Next Twenty" report—a visioning project resulting in a long-range strategic economic development plan for the community
- Initiated an Infill Incentive Program and amended the Commercial Reinvestment Program to encourage/incent residential and office projects to diversify aging and failing commercial corners
- Worked with the Intel Corporation to provide the infrastructure and inspections needed for the construction of the \$3.5 billion semiconductor Fabrication Plant 32 (FAB 32) which created 900 new jobs, and the \$3.0 billion renovation and retooling of FAB 12 which retained 900 jobs.
- Completed a \$6 million City investment in Innovations, Arizona's largest technology incubator; this 40,000 sq. ft. technology/biotech incubator is a public/private partnership between the City of Chandler, the not for profit Thirdbiotech, and the University of Arizona; its mission is to nurture and spinoff future Chandler companies; it opened in 2010 and is 100% occupied

- Completed a development agreement with Capital Commercial Investments, Inc. committing \$10 million of City Infrastructure improvements for the development of the 152 acre Continuum Science and Technology Park
- Through the City's Economic Development Division, added the following new employers or expansions:

Bank of America	2350 jobs	mortgage processing
Verizon Wireless	1695	regional headquarters/ customer support
PayPal Division of eBay	1000	e-commerce business
Safelite Autoglass	1000	insurance customer service
Pearson Education (digital)	720	textbook & software design
Orbital Sciences (expansion)	450	aerospace launch systems
CDW	450	technology products & services
Marvell Technologies	450	electronic & semiconductor products
ArmorWorks	400	defense armor systems
Covance	325	drug development & services
Healthways	220	well-being & healthcare
Hanjin Shipping	140	imports
Qualcomm	70	mobile technologies

Capital Improvements

From 2004 through 2010, completed over \$1 billion of capital projects which included:

- New 136,000 sq. ft. city hall complex
- 3 fire stations, 2 police substations, and a 18,000 sq. ft. Fire Department headquarters building
- 22 miles of new 4 and 6 lane arterial streets; 4 arterial intersection reconstructions
- Downtown Streetscape—narrowed arterial street, added on street parking, landscaping, new sidewalks, and art
- Park Maintenance Facility
- Information and Technology building renovation and expansion
- Solid Waste Transfer Station and Recycling Center
- Veterans Oasis Park—a \$27 million project on a 113 acre site that included a 10,000 sq. ft. Environmental Education Center, fishing lake, wetlands area, park, and groundwater recharge basins
- Community Recreation Center; \$12.6 million, 65,000 sq. ft.
- Converted a 65 acre closed landfill to a community park
- Bike park; 2 neighborhood parks; and 2 dog parks
- 3000 sq. ft. art gallery as part of the new City Hall complex
- Over 5 miles of pedestrian/bike trails
- Partnered with the school district on the construction of a branch library, aquatics center, and children's health center
- Expanded the water treatment plant from 45 mgd to 60 mgd; \$48 million
- Expanded the airport wastewater treatment plant from 10 mgd to 15 mgd; \$80 million
- Constructed a new 24 mgd water treatment plant jointly with the City of Gilbert; \$88 million
- Expanded the reclaimed water program so that all wastewater effluent is either used for irrigation and industrial processes, or stored underground through recharge basins

Rockville, Maryland
1998-2003

- Worked with the Mayor and Council to develop 5 policy goals with 28 action items as part of their 2002-2007 Strategic Plan: creating a vibrant Town Center; improving pedestrian and vehicular mobility; providing superior services; strengthening neighborhoods; enhancing Rockville's community identity and pride
- In 2002 initiated a federal legislative program directed at "earmarking" legislation; received the following federal appropriations: police technology, \$1.45 million; stormwater management, \$1.25 million; and Town Center infrastructure, \$312,000
- Successfully recruited and filled 5 key staff positions: Assistant City Manager, Community Planning and Development Services Director, Information and Technology Director, Neighborhood and Community Services Director, and Public Information Manager
- Maintained the City's AA+ general obligation bond rating; developed financial management policies which were adopted by the Mayor and Council in 1999; biennially prepared a fiscal impact analysis to assess the service delivery impact of new development
- Completed a cost of service and overhead analysis so that the Mayor and Council could make policy decisions on fees and charges, the amount of service delivery costs to recover, and the amount of overhead to charge to the City's various enterprise funds
- Initiated a telework program with 17% of eligible employees using the program; expanded the PARC-IT program and financial incentives for employees who regularly used public transportation or commute to work by walking, bicycling, or carpooling
- Created a Department of Information Technology responsible for data processing, geographic information systems, cable television programming, CATV franchise administration, Web site enhancements, and e-commerce applications
- Developed a Telecommunications Policy and Plan and a Wireless Communications Facilities Ordinance to provide a comprehensive approach to the siting and sizing of facilities such as cellular telephone antennas and towers
- Following a community-wide visioning process, developed a new Town Center Master Plan to guide the mixed-use redevelopment of approximately 60 acres in Rockville's Town Center; the new plan was adopted by the Mayor and Council in October, 2001
- Negotiated a development agreement between the City, Montgomery County, and Federal Realty Investment Trust for the \$350 million redevelopment of 15 acres in the Town Center as a mixed-use development; the project was completed in 2006 and included:
 - 170,000 sq. ft. of street level retail space
 - 645 condominiums and apartments on four levels above the retail
 - a public plaza
 - a 100,000 sq. ft. library
 - a business incubator
 - artists' work space and gallery
 - 2200 structured and on-street parking spaces
- Oversaw the planning and approval, from 1998 to 2003 of 550,000 sq. ft. of new and renovated office space in the Town Center in addition to over 75,000 sq. ft. of new retail space and 220 residential units
- Oversaw the planning, permitting and construction approvals for over 725,000 sq. ft. of office space in 3 business parks

- Oversaw the development of the 450 acre King Farm mixed-use community of which:
 - 20% of the 3.3 million sq. ft. of office space and 100% of the 150,000 sq. ft. of retail space were completed by 2003
 - 3100 of the 3200 single and multi-family residences received detailed plan approval by 2003 with approximately 1150 of the units constructed; the project included 400 moderately priced dwelling units
- Oversaw the planning, approval, and permitting process for the 250 acre Falls Grove mixed-use development which included:
 - 1530 single and multi-family residences
 - 525,000 sq. ft. of research and development space and 425,000 sq. ft. of office space
 - a multi-modal transportation center
 - 150,000 of retail space
 - 87 acres of parkland and a community recreation center
 - 191 moderately priced dwelling units
- Administered the City's Moderately Priced Dwelling Unit Program which required that in all new residential developments of 50 units or more, 12.5% of the units be priced at \$90,000 to \$125,000 for families with household incomes of 60% of the area's median; from 1998 to 2004, 435 rental and 218 owner occupied units were made available to moderate income families
- Worked with a citizen task force to develop Environmental Guidelines intended to protect existing natural resources during the land development process
- Rockville was designated by the Chesapeake Bay Partnership Communities as a Gold Bay Partner for implementing programs and activities that restore and protect local resources and the Chesapeake Bay Watershed; only 12 of the 1650 local governments in the Chesapeake Bay Watershed were designated as Gold Bay Partner communities
- Completed 22.5 acres of new park and athletic facilities costing \$3.6 million; the expansion and renovation of 4 neighborhood recreation centers costing \$4.3 million; the construction of the \$1.4 million Croydon Creek Nature Center and the \$1.3 million Twinbrook Recreation Center
- Developed a "Master Plan for the Arts 2002-08" which was adopted by the Mayor and Council in 2002 as a tool to ensure the growth of performing, visual, and literary arts supported by the City

Leavenworth, Kansas

1988-1998

- Worked with the Mayor and Commission, Leavenworth County officials, and representatives from the County's other 5 municipalities on a one cent countywide sales tax proposal, which was approved by the voters in 1996
- Worked with the Mayor and Commission and the Leavenworth County Commission to develop a plan for a new Judicial Center to house the Leavenworth Police Department and Municipal Court, as well as the Sheriff's office, jail, district courts and support services; this \$24 million project was approved by the voters in November, 1996
- Successfully recruited and filled four key Department Head positions: Assistant City Manager, Police Chief, Public Works Director, and Finance Director
- From 1988 to 1998 accessed 21 different state and federal grant programs resulting in \$31.1 million of grant awards for capital and operating needs

- Increased the General Fund balance from \$14,000 in 1988 to \$1.3 million in 1997 (14% of expenditures); maintained the City's A-1 bond rating; received the City's first Certificate of Achievement in Financial Reporting from the Government Finance Officers Association
- Implemented E-911 emergency telephone service; initiated planning and design for two new fire stations which were financed by the countywide one cent sales tax and built after my tenure; received a reduction in the City's ISO fire rating from a "5" to a "2"
- Completed the development of the Third Century Plan, a comprehensive plan update which involved extensive citizen and board/commission participation, visioning, and goal setting
- Worked with the citizens and businesses in northeast Leavenworth to complete the Northeast Leavenworth Revitalization Strategy; developed an implementation plan and created a revitalization district to promote residential and commercial investment
- Completed Phase I of a downtown streetscape program that included period street lighting, inlaid crosswalks, park benches, trash receptacles, and landscaping; this project covered a nine square block area and was financed with a benefit district
- Continued the City's public/private effort to revitalize the eastern end of the downtown through the opening in 1998 of a \$5 million civic/community center in the Union Train Depot and the conversion of four vacant warehouses into offices for a law firm, an accounting firm, the Corps of Engineers, a travel agency, a restaurant, a physician's office, County annex, and two software development companies
- Completed the development of 1600 feet of the Missouri riverfront at the eastern end of the downtown; received a \$1,242,000 grant from the Kansas Department of Transportation to finance 80% of the cost
- Worked with Leavenworth Area Development (LAD) and Leavenworth County to acquire and develop an 80 acre publicly owned industrial park; worked with LAD on ten business locations/expansions involving \$26.3 million of private investment and creating/retaining over 800 jobs
- Completed two tax increment financing projects which helped to write down site development costs for two large retailers; these projects added over \$250,000/year to the City's sales tax base
- Working with a citizen's advisory committee, developed a ten year, \$39.1 million arterial street improvement program; completed \$19.2 million of arterial street construction by 1998
- Secured an \$8.6 million FHWA Demonstration Grant to help finance the construction of the West Leavenworth Trafficway, a new 3.4 mile, 4-lane arterial street which was completed in 1997
- Coordinated 1993 flood mitigation efforts; oversaw public facility/infrastructure repairs estimated at \$1.6 million
- Completed a new central garage/maintenance center in 1992 at a cost of \$1.3 million
- With Leavenworth County and the Federal Aviation Administration, initiated planning for a new general aviation reliever airport in south Leavenworth County; received a \$70,000 FAA grant to fund 90% of the study's cost
- Completed an operations audit of the Wastewater Treatment Plant and a solids management study; hired a new superintendent; improved equipment, operation, and efficiency; reduced staff by 33%; initiated a 6 year \$5.5 million wastewater capital improvement program financed from current revenue
- For public safety reasons, developed and implemented a grid system for assigning street addresses; successfully changed 3300 existing addresses

Mexico, Missouri
1981-1987

- Hired an economic development director to coordinate the City's marketing program for industrial recruitment and job creation; initiated a direct mail and advertising program; initiated a business and industry retention program
- In 1985, initiated a marketing and industrial recruitment program in Japan and Korea
- Received a \$475,000 State Community Development Block Grant to extend water and sewer lines to serve the Optec Dai-Ichi Denko Company, a magnet copper wire manufacturer; this Japanese company opened its 128,000 sq. ft. manufacturing facility in 1987, made a \$15 million investment in plant and equipment and employed 100 persons
- Marketed a vacant 114,000 sq. ft. industrial building to Sliver Line Industries, a company that created 100 new jobs; marketed a vacant 89,000 sq. ft. building to the Aero Draperies Division of the Minnesota Fabrics Company, a company that created 117 jobs
- Received over \$900,000 in State Community Development Block Grants for the construction of infrastructure to serve two industrial parks
- Negotiated the donation of a 50,000 sq. ft. industrial building to the City, recruited a tenant, Twenty First Century Casting Corporation, which started production in 1987 and employed 45 persons
- Administered a \$1.2 million Urban Development Action Grant, rebuilt 34 block faces of curb, gutter, sidewalk, street lighting, and landscaping in the central business district
- Completed over \$13.7 million of infrastructure improvements involving over \$10 million of state and federal grants; these projects included an outdoor 50 meter swimming pool; interceptor and collector sewers; sewer rehabilitation; storm drainage improvements; bridge replacements; airport runway and apron construction; a new central maintenance facility, an emergency operations center; park development, and collector and arterial street improvements
- In 1986 the City of Mexico was asked by the General Motors Corporation and the Inter-Collegiate Association of Schools of Architecture to participate in a design competition by serving as the hypothetical site for GM's manufacturing facility of the twenty-first century
- Worked successfully with the State Highway Department on the planning and scheduling of the construction of a new 12 mile, four-lane section of US Highway 54 connecting Mexico with Interstate 70
- Consolidated 4 separate maintenance operations--street, parks, cemetery, and sanitation-- into one Department of Community Maintenance; through cross-training and cross-utilization of personnel, reduced operating costs by \$58,000 per year; reorganized the City's refuse collection service, maintaining the existing level of service at an annual cost savings of \$120,000 per year
- Hired the City's first professional Finance Director, acquired computer hardware and software for new accounting, utility billing, payroll, and fixed asset data processing systems
- Appointed by Governor Bond to the Governor's Council on Community Development Block Grants, and appointed by Governor Ashcroft to the Governor's Advisory Council on Productivity Improvement

CITY OF ROELAND PARK

AGREEMENT FOR EMPLOYMENT OF INTERIM CITY ADMINISTRATOR

This Employment Agreement ("Agreement") is made and entered into this ____ day of May, 2015, by and between the City of Roeland Park (the "City") and Mark Pentz ("Pentz") (collectively the "Parties").

RECITALS

WHEREAS, the City has begun an active recruitment process to hire a permanent City Administrator; and

WHEREAS, until such a permanent City Administrator is hired, the City desires to employ Pentz as an at-will employee for services as an Interim City Administrator in accordance with the terms of this Agreement; and

WHEREAS, Pentz desires to be employed as an at-will employee for services as an Interim City Administrator in accordance with the terms of this Agreement; and

WHEREAS, Pentz has previously served as a City Administrator and City Manager with other cities and therefore possesses the specialized skills necessary to perform the duties of Interim City Administrator for a limited duration; and

WHEREAS, both the City and Pentz wish to set forth in writing the terms and conditions of Pentz's employment as Interim City Administrator; and

WHEREAS, it is the desire of the City to provide compensation on an hourly basis, and establish certain conditions of employment for the position of Interim City Administrator through this Agreement.

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

TERMS

1. Appointment

The City Council hereby appoints Pentz to the position of Interim City Administrator in and for the City of Roeland Park, Kansas. Pentz hereby accepts such appointment under the terms and conditions of this Agreement.

2. At-Will Status

Pentz is an at-will employee who shall serve at the pleasure of the City Council. Accordingly, the City Council may terminate Pentz's employment under this Agreement at any time, with or without cause. Nothing in this Agreement is intended to, or does, confer upon Pentz any right to any property interest in continued employment, or any due process right to a

hearing before or after the decision to terminate his employment either for, or not for, good cause.

3. Term of Agreement

This Agreement will become effective upon the date of adoption by the City Council. Pentz's first day of employment shall be June 1, 2015. This agreement will expire at the time the City hires a permanent City Administrator, provided, however, that there may be a brief period of overlap after the City hires a permanent City Administrator, the duration of which shall be determined by the City Council, so that Pentz can assist in the transition of the permanent appointment. Pentz's employment is also subject to earlier termination as set forth in Section 4 below.

Pentz shall provide 30 days' notice in the event of a voluntary resignation, unless the City agrees otherwise.

4. Termination of Employment

This agreement may be terminated with or without cause by the City Council. Whether Pentz is terminated with or without cause shall not affect his status as an at-will employee. Pentz shall have the same rights and shall receive the same benefits under the terms of this agreement whether he is terminated with or without cause.

5. Duties and Responsibilities

Pentz shall serve the City and perform the functions and duties of the position of Interim City Administrator as specified under the laws of the State of Kansas ; the City's Municipal Code; the Ordinances and Resolutions of the City; and any other legally permissible and proper duties and functions as the City Council may from time to time assign.

6. Hours of Work

Pentz shall not work more than 960 hours per fiscal year. Both Pentz and the City shall be required to monitor the number of hours he works and ensure that he does not work more than 960 hours per fiscal year.

7. Compensation and Benefits

Hourly Pay. Pentz shall be paid at a rate of \$48.02 per hour for all approved hours worked, payable on the City-established payroll cycle.

No Benefits. This short-term position does not have benefits.

8. Miscellaneous

The text herein shall constitute the entire agreement between the Parties. This Agreement may not be modified, except by written agreement executed by both Parties and upon approval by the City Council.

If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

This Agreement shall be governed by the laws of the State of Kansas.

The Parties agree that any ambiguity in this Agreement shall not be construed or interpreted against, or in favor of, either party.

This Agreement may be executed in counterparts containing original signatures. This Agreement shall be effective only when and if approved by the City Council.

9. Notices

Notices pursuant to this Agreement shall be in writing and served by mailing via the United States Postal Service, first class postage prepaid, addressed as follows:

The City: Mayor Joel Marquardt
City of Roeland Park
5021 Clark Dr
Roeland Park, KS 66205

Pentz: Mark Pentz
1014 West 67th Street
Kansas City, MO 64113

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial process. Notice shall be deemed given as of the date of personal service or as of the date of mailing of such written notice, postage prepaid, with the United States Postal Service.

IN WITNESS WHEREOF, the City has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its City Clerk, and Pentz has signed and executed this Agreement, on the day and year written below.

DATED: _____

Mark Pentz, Interim City Administrator

DATED: _____

Joel Marquardt, Mayor

Item Number: New Business- VII.-B.

Committee Meeting Date: 5/18/2015



City of Roeland Park Action Item Summary

Date:

Submitted By:

Committee/Department:

Title: Approval of Council Members serving on various committees

Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

ATTACHMENTS:

Description	Type
 committee list	Cover Memo
 May Appointments	Cover Memo

Committee Lists

Arts Advisory Committee (Expires 12/31 of each year)

At Least 3 Members - 2 Residents, 1 Council

Primary Council - Tim Janssen

Alternate Council – Michael Rhoades , Erin Thompson

Community Events Committee (Expires 12/31 of each year)

Up to 10, 8 Members - 6 Residents, 2 Council

Primary Council - Michael Poppa

Alternate Council – Teresa Kelly

Parks/Tree Advisory Committee (Expires 12/31 of each year)

At Least 5 Members - 4 Residents, 1 Council

Primary Council – Erin Thompson

Alternate Council – Becky Fast

Sustainability Committee (Expires 12/31 of each year)

5 Members - 4 Residents, 1 Council

Primary Council – Teresa Kelly

Alternate Council – Michael Poppa

2015/2016
MAY APPOINTMENTS
Mayor-Appointed Committee Representatives

47th & Mission Road Steering Committee
Every Other Month, 3rd Friday (except in May, 1st Friday)

(16-1602) The mayor shall appoint three members to the committee, with the advice and consent of the city council, and consistent with the qualification requirements in Section 0. Of the three initial appointments, one shall be for one year, one shall be for two years, and one shall be for three years. Upon the expiration of any initial appointment, successor appointments shall all be for a period of three years. Committee members shall serve their full term, or until a successor is appointed. Committee members may be appointed to more than one successive term.

QUALIFICATIONS:

- a) Committee members may serve in any other elected or appointed position.
- b) The mayor shall appoint three committee members, each having one of the following designations: a current planning commission member, a current city councilmember, and a current resident from Ward 2.
- c) If the qualifications in subsection (b), above, cannot be satisfied, a Committee member shall, at a minimum, have at least one of the following special qualifications that will enable him/her to fulfill the purposes of this Section: (1) a resident with professional experience in a development profession such as planning, architecture, real estate development, or engineering; (2) a business owner within the 47th and Mission Road Area Design Review Overlay District; (3) a resident with experience in other elected or appointed municipal positions dealing with planning, zoning, or community development; (4) a resident with membership in a neighborhood association or committee within the area covered by 47th and Mission Road Area Design Review Overlay District; or (5) a resident with any other demonstrated civic involvement that will enable the committee member to understand and enhance the implementation of the 47th and Mission Road area concept plan.

Michael Rhoades
Tim Janssen
(Alternate) Sheri McNeil

Jo Co Parks & Rec Pool Advisory Board

Becky Fast
JoAnna Rush
Jan Grebe

MARC – Bike & Pedestrian

Teresa Kelly
Erin Thompson

MARC – First Tier Suburbs

Becky Fast
Erin Thompson
Michael Poppa

NE Animal Control

Sheri McNeil
Ryan Kellerman

Redevelopment Committee

Sheri McNeil
Michael Rhoades
(Alternate)Tim Janssen
Darren Nielsen, Planning Commission
Linus Orth, Planning Commission

Shawnee Indian Mission Foundation

Bill Art

Stormwater Management Advisory Council (SMAC)

Jose Leon
Ryan Kellerman

Item Number: New Business- VII.-C.

Committee Meeting Date: 5/18/2015



City of Roeland Park Action Item Summary

Date: 4/23/2015
Submitted By: Shea Geist
Committee/Department: Public Works
Title: **Banner at R Park**
Item Type: Other

Recommendation:

To approve a banner no greater in size than 4' x 8' in R Park for the duration of the summer (to be removed the day after Labor Day).

Details:

The banner would hang from the tennis court fence. The banner would display the R Park Master Plan (in its current configuration), explain the Emerald Ash Borer and the removal of the trees, and list recent accomplishments and short-term plans for R Park development. The funds for the banner will come from the Parks and Trees Committee discretionary fund. The intent of the banner is to educate park users regarding the efforts the city and fundraising group are working toward on their behalf.

Financial Impact

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

Additional Information

ATTACHMENTS:

Description

 R Park Banner

Type

Cover Memo

What's Happening in R Park?

Completed:

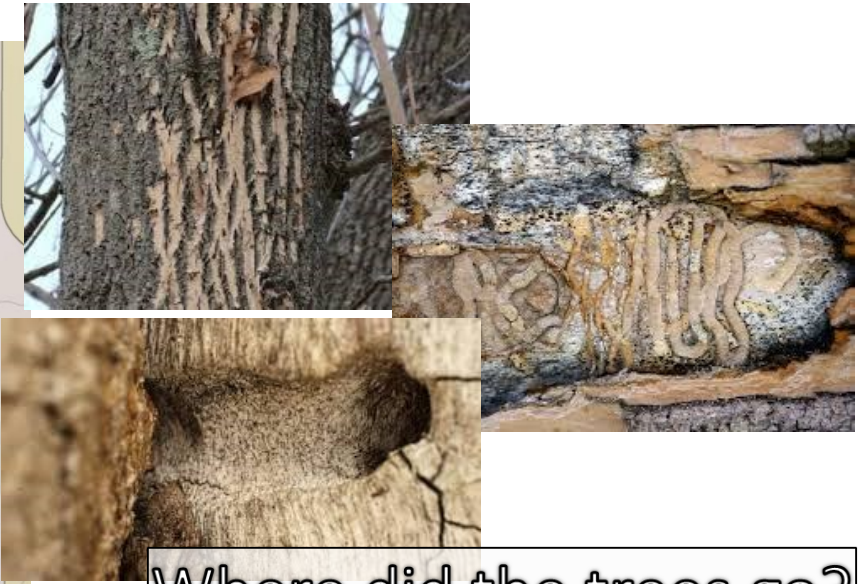
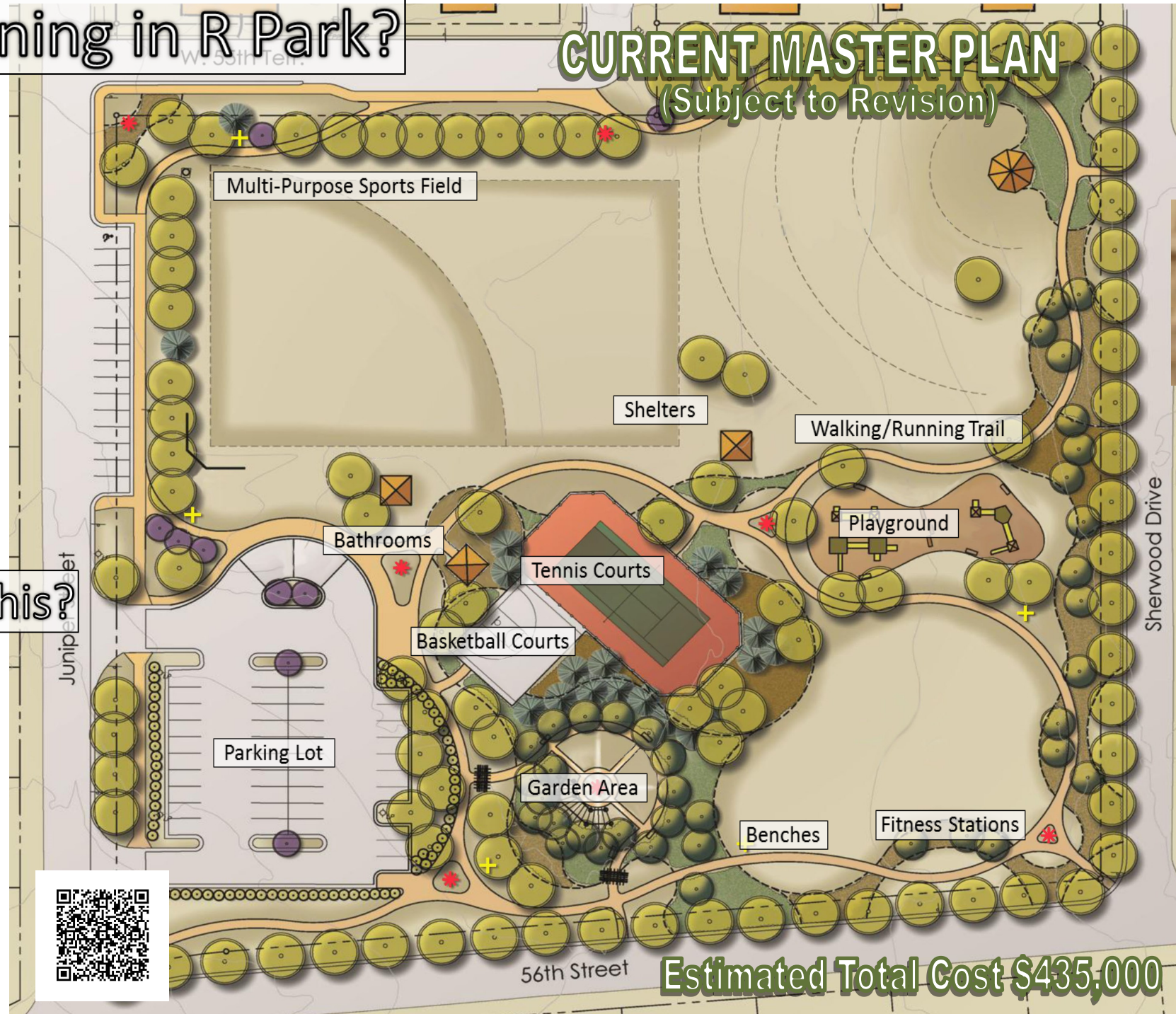
Walking/Running Trail (\$28,600)
Tree Removal (\$17,000)
New Tree Planting & Signs (\$11,400)

Future Stages (with estimated costs):

Benches/Tables/Bike Rack (\$23,000)
Drinking Fountain (\$15,000)
Fitness Stations (\$15,000)
Grading & Seeding Fields (\$10,000)
Shelters & Restrooms (\$75,000)
Tennis & Basketball Court (\$90,000)
Amphitheatre (\$40,000)
Garden Areas (\$65,000)

Who is paying for this?

The Citizen's Fundraising Initiative for R Park won a grant from the Sunflower Foundation, sponsored several fund raising events, and sought individual donations to fund the improvements in R Park. The City of Roeland Park has provided matching funds, administrative support and dedicated the labor of the Public Works Department.



Where did the trees go?

Emerald Ash Borer (EAB) was first detected in North America in 2002. Since then, this invasive pest has killed untold millions of ash trees. The presence of EAB was confirmed in Roeland Park in June 2014. The trees were removed in January 2015.

For more information about
R Park, fundraising efforts
or Emerald Ash Borer,
visit www.roelandpark.org.

Item Number: New Business- VII.-D.

Committee Meeting Date: 5/18/2015



City of Roeland Park Action Item Summary

Date: 4/23/2015
Submitted By: Aaron Otto
Committee/Department: Finance
Title: **Solid Waste Fee**
Item Type: Other

Recommendation:

To approve 2016 Solid Waste Management fee rate the same as 2015.

Details:

Financial Impact

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

Additional Information

ATTACHMENTS:

Description	Type
 solid waste cost breakdown final	Cover Memo

Solid Waste Breakdown

2014-2018 Actual and Estimated Costs

Trash Service Cost:

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

Leaf Program Cost:

Citywide curbside leaf pickup program

included on tax bill as of:	December, 2013	December, 2014	December, 2015	December, 2016	December, 2017	December, 2018
Total City Properties	2846	2846	2846	2846	2846	2846
Total program cost	\$ 494,947.86	\$ 486,782.04	\$ 493,334.24	\$ 499,268.68	\$ 508,647.70	\$ 517,873.59

Annual Assessment Breakdown:

Trash Service Cost:

Percent Increase	2%	1.73%		2.00%	2.00%	2.00%
Solid Waste Charge per property	\$ 142.95	\$ 145.44	\$ 145.44	\$ 148.35	\$ 151.32	\$ 154.34
Solid Waste Charges	\$ 406,836	\$ 408,164	\$ 413,922	\$ 422,201	\$ 430,645	\$ 439,258
Administrative Cost per property:	\$ 2.90	\$ -			\$ -	\$ -
Based upon Budget Estimate	\$ 8,253.40	\$ -	\$ -	\$ -	\$ -	\$ -
Leaf Program Cost:	\$ 28.06	\$ 27.62	\$ 27.90	\$ 27.08	\$ 27.41	\$ 27.62
Based upon Budget Estimate	\$ 79,858.76	\$ 78,618.04	\$ 79,412.00	\$ 77,068.00	\$ 78,003.00	\$ 78,616.00
Projected Leaf Actuals		\$ 70,438.04				
Per Property / Per Month Cost	\$ 42.87	\$ 39.74	\$ 40.02	\$ 39.44	\$ 40.02	\$ 40.49
Total Cost	\$ 173.91	\$ 173.06	\$ 173.34	\$ 175.43	\$ 178.72	\$ 181.97
Surplus or Deficient	\$ -	\$ 2.40	\$ 2.13	\$ 0.04	\$ (3.25)	\$ (6.50)
Annual Balance	\$ -	\$ 6,840.29	\$ 6,053.38	\$ 118.94	\$ (9,260.08)	\$ (18,485.97)
Projected Leaf Actuals Savings		\$ 8,180.00				
Running Balance	\$ -	\$ 15,020.29	\$ 21,073.67	\$ 21,192.61	\$ 11,932.53	\$ (6,553.45)

Alternate Option (three year average)

	2013	2014	2015	2016	2017	2018
City Annual Assessed Rate	\$ 173.91	\$ 175.47	\$ 175.47	\$ 175.47	\$ 175.47	\$ 175.47
Total City Properties	2846	2846	2846	2846	2846	2846
Total Assessment		\$ 499,380.57	\$ 499,387.62	\$ 499,387.62	\$ 499,387.62	\$ 499,387.62

Item Number: New Business- VII.-E.

Committee Meeting Date: 5/18/2015



City of Roeland Park Action Item Summary

Date: 4/30/2015
Submitted By: Jose Leon
Committee/Department: Public Works
Title: **Interlocal Agreement with the City of Overland Park to administer 2015 CARS**
Item Type: Agreement

Recommendation:

To approve an agreement with the City of Overland Park to provide construction administration services and manage construction inspection services for the 2015 CARS Public Improvement projects at a cost not to exceed \$20,000.

Details:

Over the last several months staff has been in discussions with The City of Overland Park, Kansas to find ways to use their bid process and pricing. Currently, with our quantities Roeland Park pays premium prices for street work because of our low quantities. To combat this, staff has developed this agreement with The City of Overland Park, Kansas to use their bid process for our 2015 CARS project and take advantage of their pricing they receive with their large quantities through Overland Park's 2015 Mill and Overlay request for proposals (RFP). Staff believes there will be future opportunities to use Overland Park's bid process and maximize our dollars for projects.

Financial Impact

Amount of Request: \$20,000	
Budgeted Item?	Budgeted Amount: \$45,000
Line Item Code/Description: 5209.270	

Additional Information

The City of Fairway, Kansas is also apart of this agreement as well.

ATTACHMENTS:

Description	Type
 2015 Interlocal Agreement	Cover Memo
 Estimated Costs	Backup Material
 Pic1	Backup Material
 Pic 2	Backup Material
 Pic 3	Backup Material
 Sidewalk Addition 1	Backup Material

AGREEMENT BETWEEN THE CITY OF OVERLAND PARK, KANSAS, THE CITY OF ROELAND PARK, KANSAS, THE CITY OF FAIRWAY, KANSAS, AND THE CITY OF MISSION, KANSAS, FOR THE PUBLIC IMPROVEMENT OF THE 2015 NE CITIES STREET IMPROVEMENT PROJECT

THIS AGREEMENT, made and entered into this _____ day of _____, 2015, by and between the CITY OF OVERLAND PARK, KANSAS (hereinafter "OVERLAND PARK"), the CITY OF ROELAND PARK-KANSAS (hereinafter "ROELAND PARK"), the CITY OF FAIRWAY, KANSAS (hereinafter "FAIRWAY"), and the CITY OF MISSION, KANSAS (hereinafter "MISSION"), each Party having been organized and now existing under the laws of the State of Kansas (hereinafter OVERLAND PARK, ROELAND PARK, FAIRWAY, and MISSION may be referred to singularly as the "Party" and collectively as the "Parties").

WITNESSETH:

WHEREAS, the Parties hereto have determined it is in their best interest to make the public improvement to the 2015 NE CITIES STREET IMPROVEMENT PROJECT as such improvement is hereinafter described; and

WHEREAS, K.S.A. 12-2908 authorizes the Parties hereto to cooperate in making the public improvement; and

WHEREAS, the governing bodies of each of the Parties hereto have determined to enter into this Agreement for the aforesaid public improvement, as authorized and provided by K.S.A. 12-2908 and K.S.A. 68-169; and

WHEREAS, the governing body of OVERLAND PARK did approve and authorize its mayor to execute this Agreement by official vote of the body on the _____ day of _____, 2015; and

WHEREAS, the governing body of ROELAND PARK did approve and authorize its mayor to execute this Agreement by official vote of the body on the _____ day of _____, 2015; and

WHEREAS, the governing body of FAIRWAY did approve and authorize its mayor to execute this Agreement by official vote of the body on the _____ day of _____, 2015; and

WHEREAS, the governing body of MISSION did approve and authorize its mayor to execute this Agreement by official vote of the body on the _____ day of _____, 2015.

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. PURPOSE OF AGREEMENT. The Parties hereto enter into this Agreement for the purpose of constructing the public improvement on 2015 NE Cities Street Improvements by performing the following work:

- A. Street improvements including: cold milling of surface asphalt and overlay with same; reconstructing storm sewer pipe and inlets as required; installing new pavement markings; installing new sidewalk ramps as required by the Americans with Disabilities Act; asphaltic concrete base repairs, repairing or replacing deteriorated curbs and gutters, medians, and sidewalk as required; and other items incidental to the street reconstruction (hereinafter "~~Improvement~~Improvements"). The ~~Improvement~~Improvements will be on the following streets:

ROELAND PARK:

47th Street - Roe Lane to Mission Road

Roe Avenue Turn-Around North of 48th Street

FAIRWAY:

57th Terrace- Howe to Cul-de-sac

Pawnee- 53rd to Shawnee Mission Parkway

Chadwick- State Park Rd to Shawnee Mission Parkway

MISSION:

Glenwood Street - Shawnee-Mission Parkway to Squib Road

Outlook Street - Johnson Drive to 58th Street

Outlook Street - 58th Street to 57th Street

Outlook Street - 55th Street to 53rd Street

Reeds Road - Martway Street to Johnson Drive

61st Street - Broadmoor Street to Metcalf Avenue (US 69)

Woodson Street - Johnson Drive to 58th Street

Construct other incidental items associated and integral with the Improvement.

2. ESTIMATED COST OF PROJECT.

A. The estimated cost for construction of the Improvement covered by this Agreement is

XX Thousand Dollars, ~~(\$XXX,000.00).~~

Comment [nb1]: To be completed.

B. The cost of making the ~~Improvement~~ Improvements shall include:

- (1) Labor and material used in making the Improvement; and
- (2) Such other expenses which are necessary in making the Improvement, exclusive of the cost of acquiring real property and any ~~improvement~~ improvements thereon for the location of the ~~Improvement~~ Improvements.

These costs include but are not limited to project administration, construction inspection, material testing and utility relocations.

C. ~~Roeland Park anticipate~~ ROELAND PARK anticipates receipt of County Assistance

Road System funding of One Hundred Forty Seven Thousand and 00/100 Dollars

(\$147,000.00) to help pay a portion of the cost of the Improvement located within

~~Roeland Park~~ ROELAND PARK.

Comment [nb2]: All CAPS, to be consistent with rest of document.

Comment [nb3]: Is this section simply informational? If, under 2(D)(1), City is responsible for 100%, that would mean with or without CARS funding.... If so, why does (D) say the "remaining" cost. Implies the CARS get applied to the overall total, not just Roeland Park's portion.

D. ~~The Responsibility for the~~ remaining cost of making the ~~said Improvement~~ Improvements (the "Local Share") shall be ~~distributed between~~ allocated among the Cities as follows:

- (1) ROELAND PARK shall pay 100% of the Local Share of ~~said Improvement the~~ Improvements located within ROELAND PARK.
- (2) FAIRWAY shall pay 100% of the Local Share of ~~said Improvement the~~ Improvements located within FAIRWAY.
- (3) MISSION shall pay 100% of the Local Share of ~~said Improvement the~~ Improvements located within MISSION.
- (4) OVERLAND PARK shall pay 0% of the Local Share of ~~said Improvement the~~ Improvements.
- (5) ROELAND PARK, FAIRWAY AND MISSION shall acquire and pay all costs associated with the right-of-way or easement acquisition for the project within each city's respective boundaries. Additionally, ROELAND PARK, FAIRWAY AND MISSION shall each pay the cost of financing and/or bonding each respective share of the project cost.

3. FINANCING. OVERLAND PARK, ROELAND PARK, FAIRWAY and MISSION shall each pay their portion of the cost with monies budgeted and appropriated funds.

4. OVERLAND PARK ADMINISTRATION OF PROJECT. The ~~Improvement~~ Improvements shall be constructed and the job administered by OVERLAND PARK acting by and through the Director of Public Works for OVERLAND PARK (the "PW Director"), who shall be the principal public official designated to administer the Improvement. ~~The~~ OVERLAND PARK shall cause and instruct the PW Director ~~shall to~~, among his several duties and responsibilities, assume and perform the following:

- A. Provide for each of the Parties to have right of review and comment on project decisions at any time throughout duration of this Agreement, including a recommendation to accept or reject bids, and any subsequent agreements hereto.
- B. Make all contracts for the Improvement, including the responsibility to solicit bids by publication in the official newspaper of OVERLAND PARK. In the solicitation of bids, the appropriate combination of best bids shall be determined by the governing body of OVERLAND PARK. Prior to awarding the bid, OVERLAND PARK shall receive approval of the proposed award by the governing bodies of ROELAND PARK, FAIRWAY and MISSION. The governing bodies of ROELAND PARK, FAIRWAY and MISSION reserve the right to reject the successful bidder in the event that the bid price exceeds the engineer's estimate as set forth in Section 2(A) above. If all bids exceed the estimated cost of the ~~Improvement~~Improvements, then ROELAND PARK, FAIRWAY and MISSION shall each have the right to reject the bid. In such case, the project shall rebid at a later date.
- C. Provide administration services outlined in this Agreement and submit these costs, using hourly rates plus a direct expense cost of 25% of the hourly total, to ROELAND PARK, FAIRWAY and MISSION, with the total administration amount not to exceed Twenty Thousand and 00/100 Dollars (\$20,000.00). Administration services shall be apportioned based on the cost of the ~~Improvement~~Improvements within each city's respective boundaries.
- D. Submit to ROELAND PARK, FAIRWAY and MISSION on or before the 10th day of each month, or as received, if more often, estimates of accrued costs of constructing the ~~Improvement~~Improvements for the month immediately preceding the month the statement of costs is received; provided that each of ROELAND PARK, FAIRWAY and MISSION shall within thirty (30) days after receipt of a statement of costs as

Comment [nb4]: WHEN? By whom?

Comment [nb5]: So, in addition to the cost of the Improvements? Consider adding this NOT TO EXCEED amount in Section 2(A)?

aforesaid, remit ~~their~~ its respective portion of the accrued costs (its Local Share) to OVERLAND PARK as herein agreed.

- E. Upon completion of the ~~Improvement~~ Improvements, the PW Director shall submit to ROELAND PARK, FAIRWAY and MISSION a final accounting of all costs incurred in making the ~~Improvement~~ Improvements for the purpose of apportioning the same among the Parties as provided herein.
- F. ROELAND PARK, FAIRWAY and MISSION shall be named as additional ~~insured~~ insureds on all applicable certificates of insurance issued by the contractor (the "Contractor(s)") for ~~this project~~ the Improvements and any portion thereof.
- G. OVERLAND PARK shall require performance and completion bonds for the ~~Improvement~~ Improvements from all Contractors and require that all Contractors discharge and satisfy any mechanics or materialman's liens that may be filed.
- H. OVERLAND PARK shall require that any Contractor provide a two (2) year maintenance bond for the ~~Improvement~~ Improvements. OVERLAND PARK will, upon request of ROELAND PARK, FAIRWAY and MISSION, make any claim upon the maintenance bond or performance bond and require that the Contractor fully perform all obligations under the performance and maintenance bonds, and this obligation shall survive termination of this Agreement and shall be in force and effect for the full term of the performance and maintenance bond.
- I. OVERLAND PARK shall include in contracts for construction a requirement that the Contractor defend, indemnify and save OVERLAND PARK, ROELAND PARK, FAIRWAY and MISSION harmless from and against all liability for damages, costs, and expenses arising out of any claim, suit or action for injuries or damages sustained to persons or property by reason of the acts or omissions of the Contractor , its employees, agents, and subcontractors, and the performance of ~~his or her~~ the Contractor's contract.

5. DURATION AND TERMINATION OF AGREEMENT. The Parties hereto agree that this Agreement shall exist until the completion of the aforesaid ~~Improvement~~Improvements, which shall be deemed completed upon certification to each of the Parties hereto by the PW Director advising that the ~~Improvement has~~Improvements have been accepted by him as constructed; provided that upon the occurrence of such certification by the PW Director, this Agreement shall be deemed terminated and of no further force or effect. Should a Party hereto desire to terminate this Agreement prior to completion of the aforesaid ~~Improvement~~Improvements, said Party shall provide written notice to the other Parties of its desire to terminate this Agreement. Within ten (10) days from the date of said notice, representatives for each Party hereto shall meet to negotiate in good faith the termination of this Agreement. If any Party terminates this Agreement prior to completion of the aforesaid ~~Improvement~~Improvements, OVERLAND PARK will submit a final statement of accrued costs within thirty (30) days of termination and each of ROELAND PARK, FAIRWAY and MISSION shall remit payment for its respective Local Share of the accrued costs within thirty (30) days of receipt of final statement of costs.

6. INDEMNIFICATION.

A. Definitions

For purposes of indemnification requirements, the following terms shall have the meanings set forth below:

- (1) "ROELAND PARK" means and includes the City of Roeland Park, Kansas, ~~all of and~~ its employees, ~~agents and assignees, and all of its affiliates and subsidiaries, its subcontractors and/or assignees and their respective servants, agents and employees~~ and agents; and
- (2) "FAIRWAY" means and includes the City of Fairway, Kansas, ~~all of and~~ its employees, ~~agents and assignees, and all of its affiliates and subsidiaries, its~~

~~subcontractors and/or assignees and their respective servants, agents and employees~~ and agents; and

- (3) "MISSION" means and includes the City of Mission, Kansas, ~~all of and~~ its employees, ~~agents and assignees, and all of its affiliates and subsidiaries, its subcontractors and/or assignees and their respective servants, agents and employees~~ and agents; and

- (4) "Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim, whether real or spurious, for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the Parties hereto, which arise out of or are connected with, or are claimed to arise out of or be connected with, the performance of this ~~contract~~ Agreement whether arising before or after the completion of the ~~work~~ Improvements required hereunder.

B. Indemnity

For purposes of this Agreement, each of ROELAND PARK, FAIRWAY and MISSION hereby agree to indemnify, to the extent permitted by law and subject to the loss limitations and immunity provisions of the Kansas Tort Claims Act, defend and hold harmless OVERLAND PARK, its employees and agents from any and all loss where-; and to the extent that, such loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of ROELAND PARK, FAIRWAY and ~~/or~~ MISSION, as the case may be. It is agreed as a specific element of consideration of this Agreement that this indemnity shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of

OVERLAND PARK or any third Party and, further notwithstanding any theory of law including, but not limited to, a characterization of OVERLAND PARK's or any third Party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature; provided, however, that ROELAND PARK, FAIRWAY and MISSION's obligations hereunder shall not include amounts attributable or alleged to be attributable to the fault or negligence of OVERLAND PARK. Nothing in this Section shall be deemed to impose liability on ROELAND PARK, FAIRWAY and MISSION to indemnify OVERLAND PARK for loss ~~when~~ to the extent that OVERLAND PARK's negligence or other actionable fault is ~~the sole~~ or is alleged to be cause of loss. With respect to OVERLAND PARK's rights as set forth herein, to the extent permitted under applicable law, ROELAND PARK, FAIRWAY and MISSION expressly waive all statutory defenses, including, but not limited to, those under workers compensation, contribution, comparative fault or similar statutes to the extent said defenses are inconsistent with or would defeat the duty of ROELAND PARK, FAIRWAY and MISSION to indemnify OVERLAND PARK.

7. PLACING AGREEMENT IN FORCE. OVERLAND PARK shall cause this Agreement to be executed in ~~triplicate~~ quadruplicate. Each Party hereto shall receive a duly executed copy of this Agreement for their official records.

Comment [nb6]: NOTE: There are four parties.

8. AMENDMENTS. This Agreement cannot be modified or changed by any verbal statement, promise or agreement, and no modification, change nor amendment shall be binding on the Parties unless it shall have been agreed to in writing and signed by ~~both~~ all Parties.

9. NOTICES. Any notices or other communications required or permitted to be given hereunder shall be in writing and shall be deemed given when delivered personally or deposited in the United States Mail, either certified or registered mail, postage prepaid,

overnight delivery service, return receipt requested, or by facsimile, addressed as follows:

Overland Park: Director of Public Works
Overland Park City Hall
8500 Santa Fe
Overland Park, KS 66212

Roland Park: City Administrator
Roeland Park City Hall
4600 W. 51st St.
Roeland Park, KS 66205

Fairway: City Manager
Fairway City Hall
4210 Shawnee Mission Parkway
Suite 100
Fairway, KS 66205

Mission: City Administrator
Mission City Hall
6090 Woodson
Mission, KS 66202

10. JURISDICTION. This Agreement shall be construed according to the laws of the State of Kansas and may be enforced in any court of competent jurisdiction.

[Remainder of Page Intentionally Left Blank. Signature Pages Follow Directly.](#)

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

CITY OF OVERLAND PARK, KANSAS

By _____
CARL GERLACH, MAYOR

ATTEST:

MARIAN COOK, CITY CLERK

APPROVED AS TO FORM:

TAMMY M. OWENS
DEPUTY CITY ATTORNEY

Comment [nb7]: Suggest having a separate signature page for each party, to avoid “orphan” signature blocks.

CITY OF ROELAND PARK, KANSAS

By: _____
JOEL MARQUARDT, MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

DRAFT

CITY OF FAIRWAY, KANSAS

By: _____
JERRY WILEY, MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

DRAFT

CITY OF MISSION, KANSAS

By _____
STEVE SCHOWENGERDT, MAYOR

ATTEST:

MARTHA SUMRALL, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

DRAFT

DRAFT QUANTITIES

	Overland Park Estimated Unit Price		NE Cities Unit Price		Recommend d Estimated Unit Price		Roeland Park	Fairway	Qty. Total	Total
Mill and Overlay	\$9.00	SY	\$12.00	SY	\$12.00	SY	2902	8045	10947	\$131,364.00
Curb and Gutter (Remove and Replace)	\$28.00	LF	\$29.00	LF	\$32.00	LF	1472	602	2074	\$66,368.00
Sidewalk (Remove and Replace)	\$60.00	SY	\$60.00	SY	\$60.00	SY	276	0	276	\$16,560.00
ADA Ramps (Remove and Replace)	\$1,200.00	EA	\$2,200.00	EA	\$2,200.00	EA	12	0	12	\$26,400.00
Driveways	\$69.03	SY	\$60.00	SY	\$70.00	SY	369	1334	1703	\$119,210.00
Curb Inlet/Throat Replacement	\$132.00	LF	\$70.00	LF	\$70.00	LF	16	0	16	\$1,120.00
Base Repair/Asphalt Patching (6")	\$13.92	SY	\$50.00	SY	\$50.00	SY	150	7	157	\$7,850.00
Total Per City							\$159,338.00	\$209,534.00		
Construction Total										\$368,872.00
Construction Administration (3%)							\$4,780.14	\$6,286.02		\$11,066.16
Construction Inspection (7%)							\$11,153.66	\$14,667.38		\$25,821.04
Total Administration Cost Per City							\$15,933.80	\$20,953.40		
Construction and Administration Total							\$175,271.80	\$230,487.40		\$405,759.20

1. "Overland Park Estimated Unit Price" is based on 2014 and current project bids.
2. "NE Cities Unit Price" is the unit price provided with the quantities.
3. "Recommended Unit Price" is a price expected if these quantities are bid as a combined project. This is the price used to calculate the construction cost
4. 2% of the construction cost is the estimated expense of Overland Park to administer the project.
5. 5% of the construction cost is the estimated expense of hiring an outside construction inspector.

*Still need final quantities, with locations, from all cities







↑

W 47th St

Roeland Park, Kansas



Street View - Oct 2014



Item Number: New Business- VII.-F.

Committee Meeting Date: 5/18/2015



City of Roeland Park Action Item Summary

Date: 4/30/2015
Submitted By: Jose Leon
Committee/Department: Public Works
Title: **Agreement for Street Maintenance part 2**
Item Type: Agreement

Recommendation:

To approve using the Exception clause in our purchase policy and use street patching services already competitively bid through the City of Lenexa, Kansas. The cost not to exceed is \$165,000.

Details:

The City of Lenexa, Kansas placed a Cooperative Purchasing Agreement clause in their contract which allows other municipalities to use their contractors for similar work and similar pricing. Director of Public Works has contacted Harbor Construction for street patching needs through out Roeland Park. Harbor Construction agreed to similar pricing they provided to Lenexa.

In 2014, for similar work we paid \$46.06/SY. In 2015, the most we will pay is \$32.20/SY.

Financial Impact

Amount of Request: \$165,000	
Budgeted Item?	Budgeted Amount: \$250,000
Line Item Code/Description: 5221.106	

Additional Information

ATTACHMENTS:

Description	Type
 2015 Street Mnt Ph II Contract Agreement	Cover Memo
 Exhibit A	Cover Memo
 Exhibit B	Cover Memo
 2015 PMP Chip Seal Contract Agreement Final	Cover Memo
 50th Street	Backup Material
 50th Terrace, between Cedar and Briar	Backup Material
 51st Street, Between Cedar and Western City Limits	Backup Material
 Briar Street, between 49th and 51st	Backup Material
 Canterbury and Falmouth Streets, 47th to 48th	Backup Material
 Cedar Street, between 50th Terrace and 51st Street	Backup Material
 Mohawk Drive and Pawnee Drive, between 47th and 50th	Backup Material
 Purchase Policy	Ordinance
 TO 19	Cover Memo
 190 Engineer Agreement for Services	Cover Memo

CITY OF ROELAND PARK, KANSAS

AGREEMENT BETWEEN CITY OF ROELAND PARK
AND CONTRACTOR
FOR

2015 STREET MAINTENANCE PROGRAM PHASE II

This agreement is made and entered into this 18th day of May, 2015, by and between the City of Roeland Park, Kansas, hereinafter the "City" and

Harbour Construction, Inc.

hereinafter the "Contractor."

WITNESSETH:

WHEREAS, the City of Lenexa, Kansas has caused to be prepared, in accordance with the law, Notice to Bidders, Instructions to Bidders, Bid, Contract Agreement, General and Special Conditions, Plans, Specifications and other Contract Documents, titled 2015 PMP Chip Seal, and has approved and adopted these said Contract Documents and has caused to be published, in the manner and for the time required by law, an advertisement inviting sealed Bids for furnishing construction materials, labor, tools, equipment and transportation necessary for, and in connection with, the construction of public improvements in accordance with the terms of the 2015 PMP Chip Seal project; and

WHEREAS, the Contractor, in response to the advertisement, has submitted to the City of Lenexa, in the manner and at the time specified, a sealed Bid in accordance with the terms of this the 2015 PMP Chip Seal project; and

WHEREAS, the City of Lenexa, in the manner prescribed by law, has publicly opened, examined and canvassed the Bids submitted, and as a result of this canvass has, in accordance with the law, determined and declared the Contractor to be the lowest and best responsible bidder for the construction of the public improvements, and has duly awarded to the Contractor a contract therefor upon the terms and conditions set forth in the 2015 PMP Chip Seal project for the sum or sums named in the Bid; and

WHEREAS, the City of Lenexa and the City of Roeland Park are members of the Mid-America Council of Public Purchasing which allows other Municipal, County Public Utility, Hospital, or Educational Institution to utilize the prices and the terms of the 2015 PMP Chip Seal Contract for similar projects within their jurisdiction.

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, the parties hereto have agreed, and hereby agree, the City for itself and its successors and the Contractor for itself, himself/ herself or themselves, its, his/ her or their successors and assigns, or its, his/ her or their executors and administrators, as follows:

ARTICLE I. The Contractor will furnish at his own cost and expense all labor, tools, equipment, materials and transportation required to construct and complete the work designated, described and required by the Contract Documents, to wit:

2015 Street Maintenance Program Phase II.

all in accordance with the Contract Documents for the 2015 PMP Chip Seal project; Exhibit A Proposal and Exhibit B Plans, and are as fully a part hereof as if repeated verbatim herein; all work to be done in a good, substantial and workmanlike manner to the entire satisfaction of the City, and in accordance with the laws of the City, the State of Kansas and the United States of America. All terms used herein shall have the meanings ascribed to them in the General Conditions unless otherwise specified.

ARTICLE II. The City shall pay to the contractor for the performance of the work embraced in this Contract, and the Contractor will accept in full compensation therefor, the sum of one hundred sixty five thousand 00/100 DOLLARS (\$165,000.00) (subject to adjustment as provided by the Contract Documents) for all work covered by and included in the Contract award and designated in the foregoing Article I, payment thereof to be made in cash or its equivalent and in the manner provided in the Contract Documents.

ARTICLE III. The contractor shall commence work upon the date stated in the Notice to Proceed and will substantially complete all work by this Contract by 90 Calendar Days and complete all work by 105 Calendar Days. Time is of the essence. Accordingly, liquidated damages shall be assessed against Contractor, as stipulated liquidated damages and not as a penalty, in an amount as set forth in paragraph GC-33 of the General Conditions for each and every calendar day the work remains incomplete over the specified completion time.

ARTICLE IV. The Contractor shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof without previous written consent of the City. In case such consent is given, the Contractor shall be permitted to subcontract a portion thereof, but shall perform with its own organization work amounting to not less than fifty percent (50%) of the total Contract Price. No subcontracts, or other transfer of Contract, shall release the Contractor of its liability under the Contract and bonds applicable thereto.

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

ARTICLE VI. It is specifically agreed between the parties executing this Agreement that the Contract Documents are not intended to create any third party beneficiary relationship nor authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law. Notwithstanding the foregoing, the City shall be considered to be an intended third party beneficiary of the Contract Documents entered into between Contractor and the City of Lenexa and shall be entitled to enforce the provisions of the Contract Documents to the same extent as the City of Lenexa.

ARTICLE VII. Contractor shall provide insurance as required by the Contract Documents, naming the City as an additional insured as required by the Contract Documents, and shall provide certificates of insurance demonstrating the required coverages. Further, Contractor shall indemnify and hold harmless the City to the same extent as the City of Lenexa as provided in the Contract Documents.

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

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

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

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

CITY OF ROELAND PARK, KANSAS

By _____
Joel Marquardt, Mayor

ATTEST:

Kelley Bohon, City Clerk

APPROVED AS TO FORM:

Neil R. Shortlidge, City Attorney

HARBOUR CONSTRUCTION, INC
Contractor

By _____

(SEAL)

Title _____

(If the Contract is not executed by the President of the Corporation or general partner of the partnership, please provide documentation, which authorizes the signatory to bind the corporation or partnership. If a corporation, Contractor shall furnish the City a current certificate of good standing, dated within ten (10) days of the date of this Contract.)

EXHIBIT A
HARBOUR CONSTRUCTION, INC.
Proposal

GENERAL OFFICE
2717 So. 88th St.
Kansas City, KS 66111

TELEPHONE
Office: (913) 441-2555
Fax: (913) 441-2576

Proposal Date: April 29, 2015 Estimated By Doug Prock

Page 1 of 1

To: City of Roeland Park
Address:
Attn. Jose Leon

Job Name: Asphalt Patching
Address:

Architect/Engineer

Date of Plans:

Asphalt Paving:

1) Asphaltic Concrete 2" (Based on 2000sy Min.)	\$11.97 per yd
2) Asphaltic Concrete 4" (Based on 2000sy Min.)	\$22.45 per yd
3) Asphalt Patching (Full depth based on 100sy Min.)	\$136.00 per yd
4) Milling (Total Width Cut) 2"	\$6.00 per yd
5) Milling (Total Width Cut) 4"	\$9.75 per yd

One mobilization is included
Additional mobilizations = \$1,500.00

Traffic Control: Lump Sum not to exceed \$4,000.00

***SALES TAX WILL BE CHARGED UNLESS A SALES TAX EXEMPT CERTIFICATE IS RECEIVED PRIOR TO START OF JOB.**

The following items are excluded unless stated otherwise in this proposal:

*Fine grading of subgrade	*Subgrade compaction or stability	*Utility adjustment
*Bonds, permits & fees	*Traffic control devices	or relocation
		*Testing

TYPE OF BASE PRICE

TOTAL JOB

TIME & MATERIAL

UNIT PRICE

PER TON BASIS

TERMS: Monthly estimates, net 30 days final.

This proposal is void after 30 days.
1.5 % Interest will be charged on past due accounts.

BY: _____

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined.

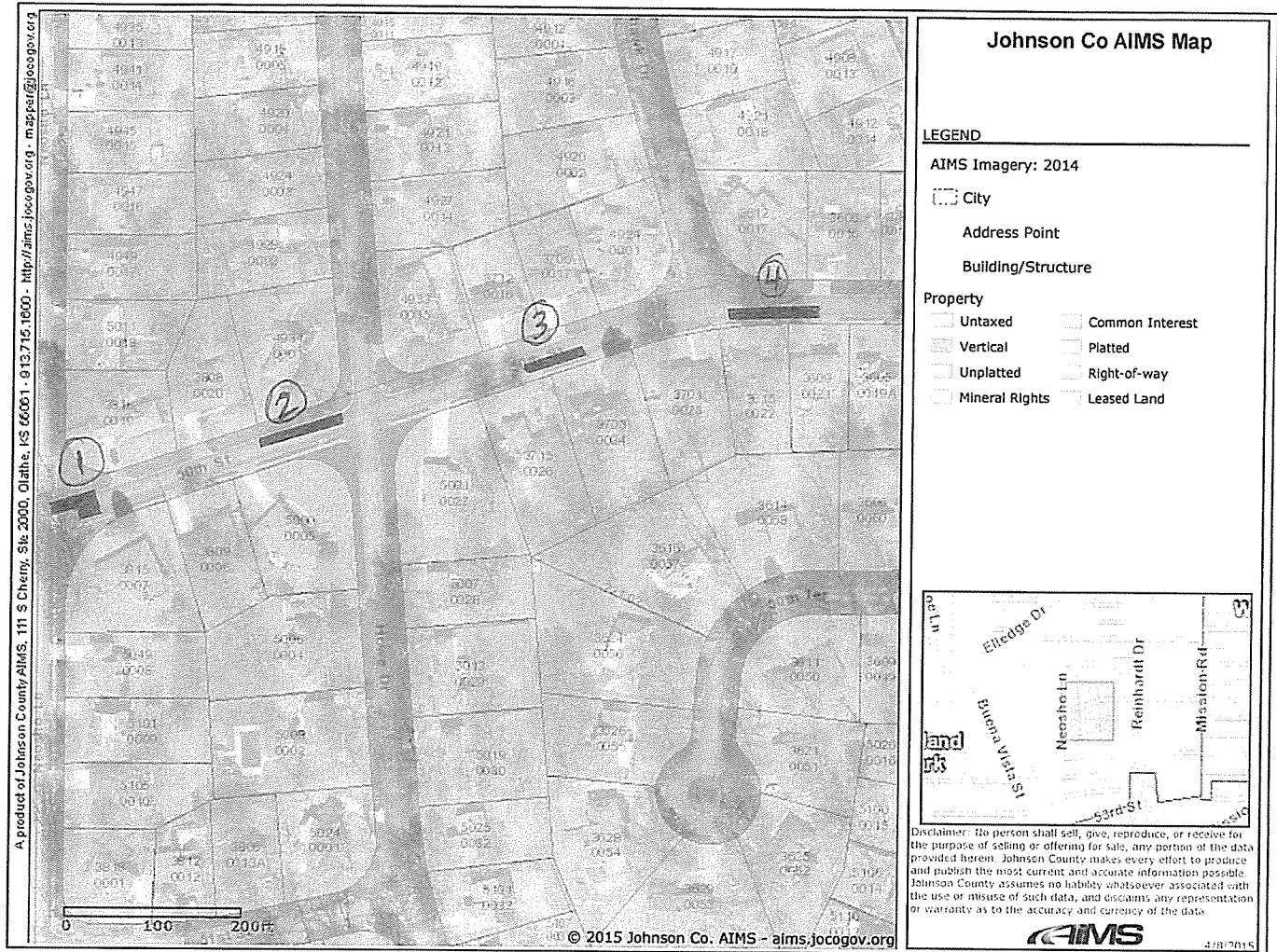
Signature: _____ **Date Accepted:** _____

Work will not begin until this proposal is signed.

THIS PROPOSAL SHALL BECOME A PART OF ANY SUBCONTRACT AGREEMENT.

Exhibit B		
2015 Street Maintenance Program Phase II		
Locations	Quantity	Unit
50th Street, between Neosho and Reinhardt	227	SY
50th Terrace, between Cedar and Briar	220	SY
51st Street, between Cedar and Western City Limits (2016 CARS)	955	SY
Briar Street, 49th Street and 51st Street	564	SY
Canturbury, between 47th Street and 48th Street	143	SY
Falmouth, between 47th Street and 48th Street	14	SY
Cedar Street, between 50th Terrace and Sycamore Drive (2016 CARS)	374	SY
Mohawk Drive, between 47th Street and 50th Street	446	SY
Pawnee Drive, between 48th Street and 50th Street	233	SY
Granada Street, between 55th Street and Roe Blvd	300	SY
Sycamore Street, between Alder and Nall Ave.	800	SY
TOTAL	4276	SY

*****Quantity may change during construction*****



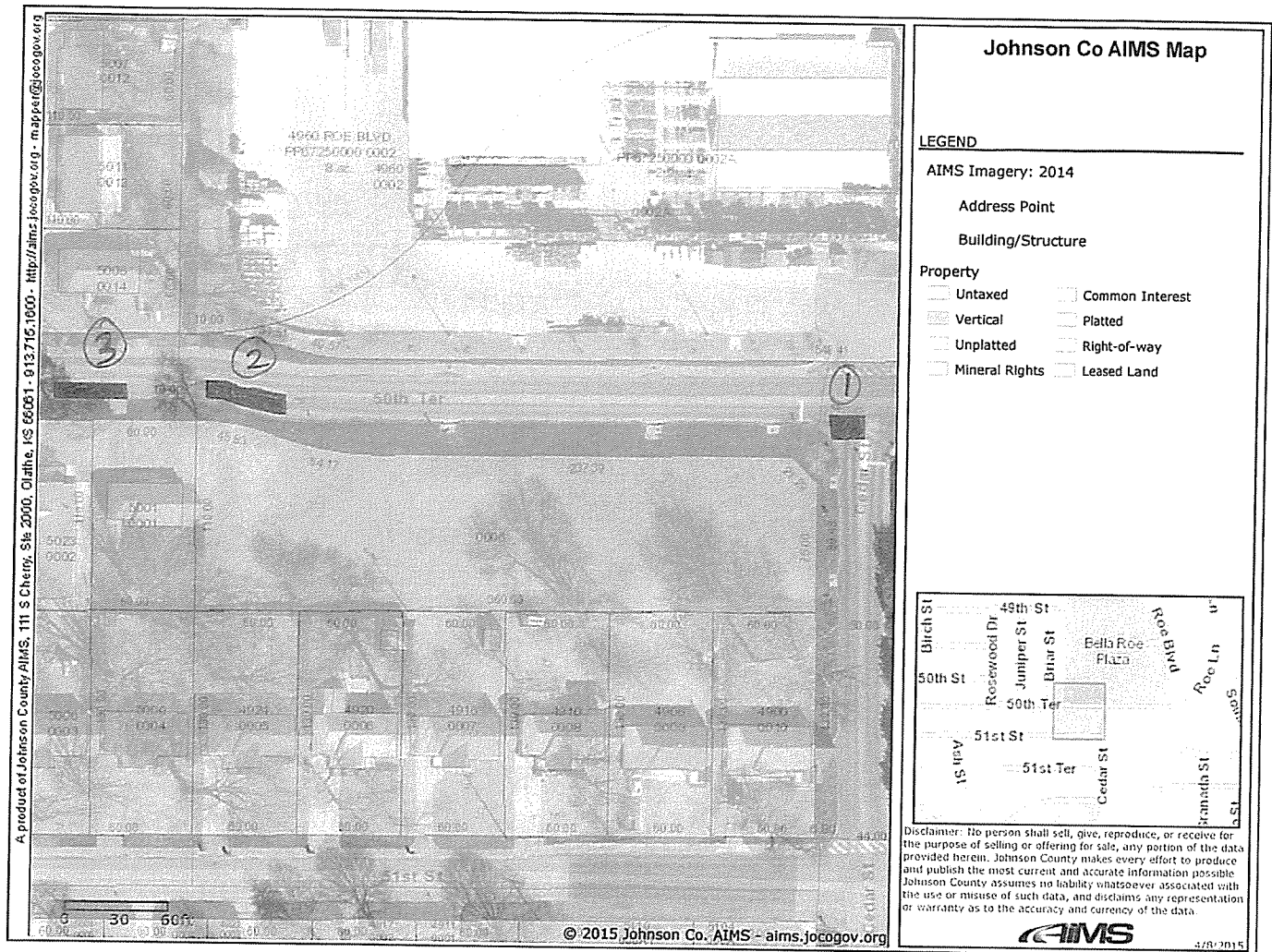
50th Street

① 64 sqyd

② 40 sqyd

③ 30 sqyd

④ 93 sqyd

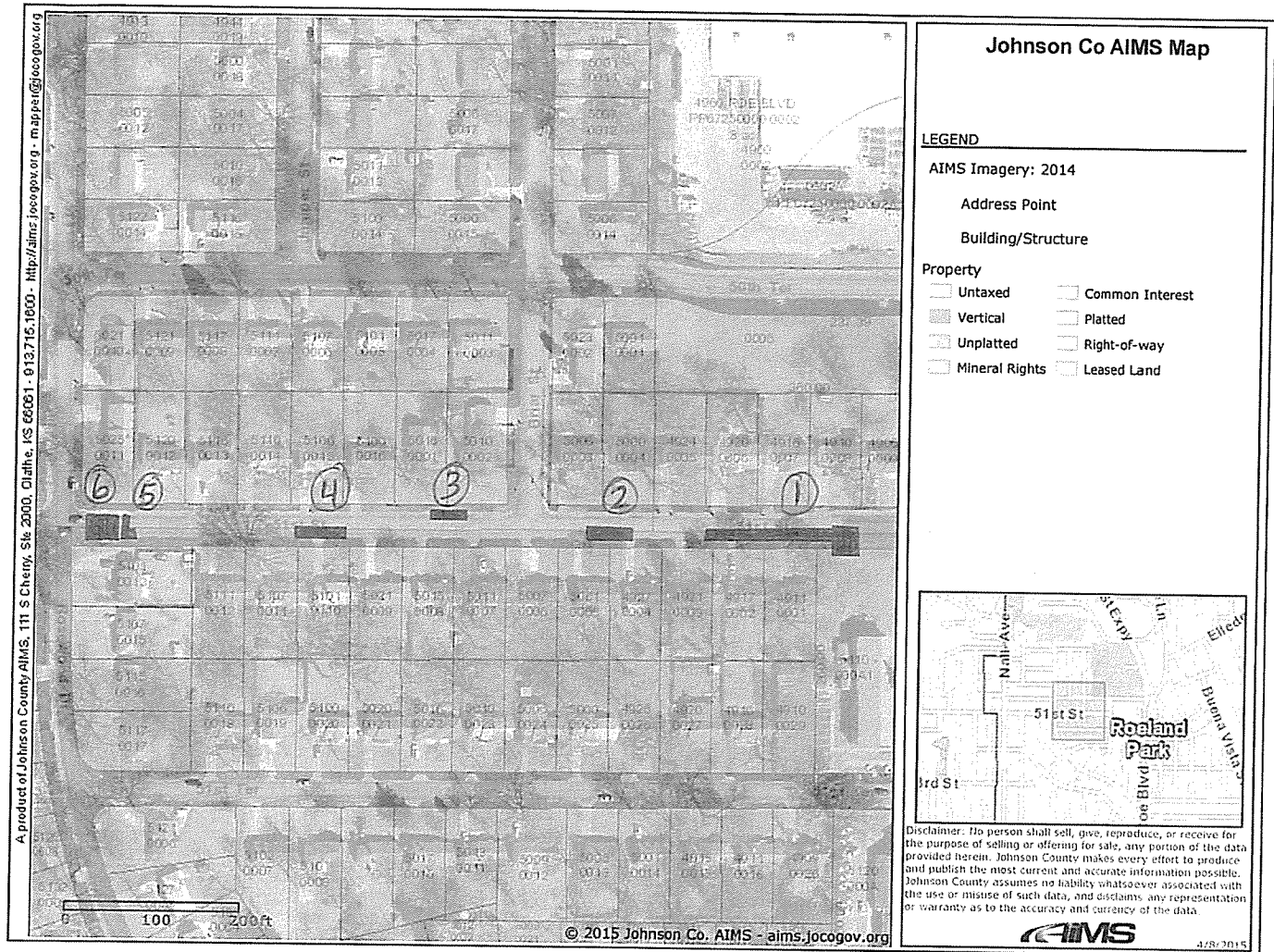


50th Terrace

① 50 sy

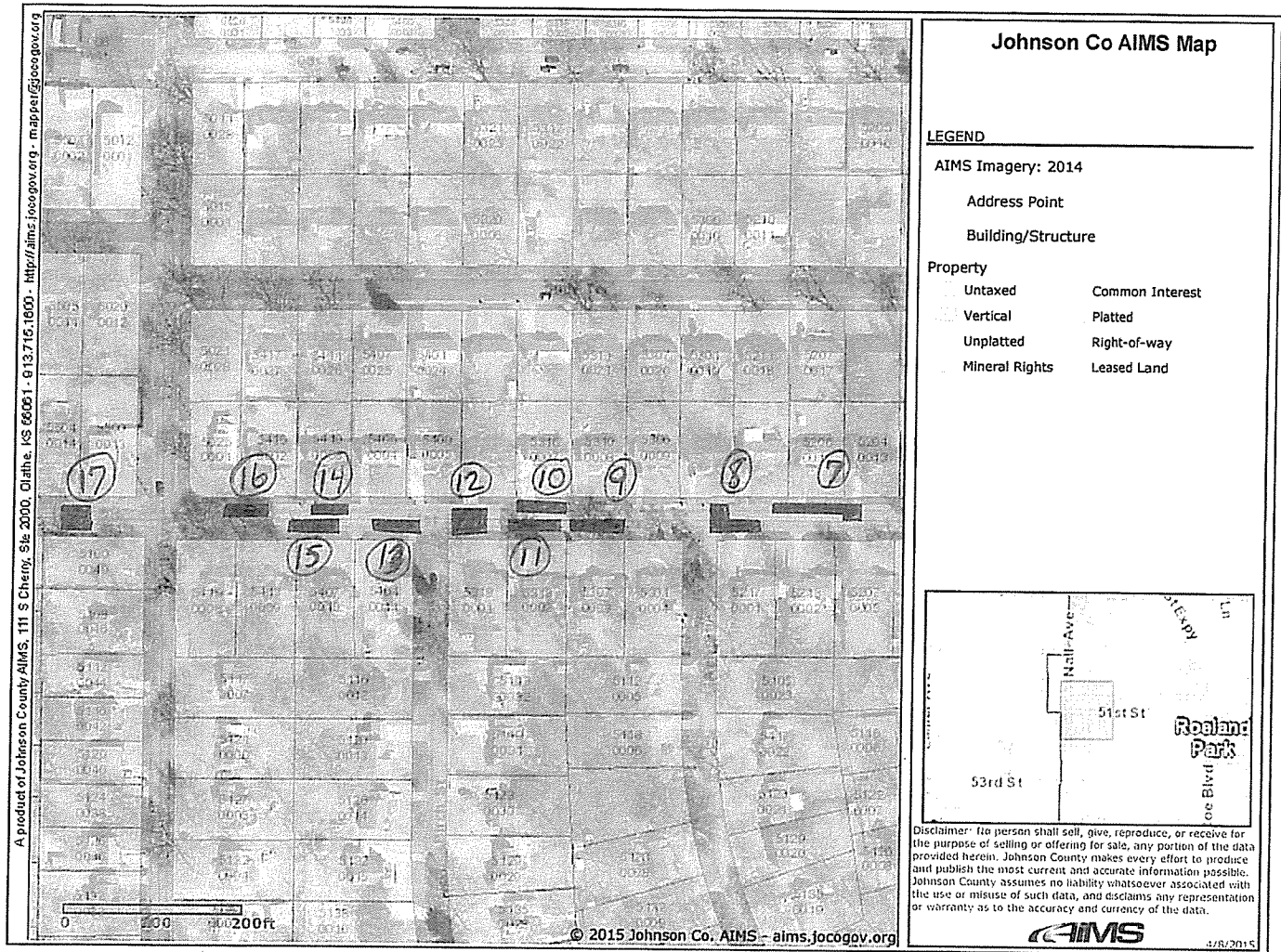
② 90 sy

③ 80 sy



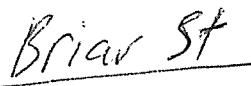
51st Street

- ① 137 sqyd
- ② 27 sqyd
- ③ 67 sqyd
- ④ 42 sqyd
- ⑤ 39 sqyd
- ⑥ 64 sqyd



51st Street

- | | |
|--------------|------------|
| ⑦ 62 sqyd | ⑫ 56 sqyd |
| ⑧ 93 sqyd | ⑬ 21 sqyd |
| ⑨ 91 sqyd | ⑭ 20 sqyd |
| ⑩ 56 sqyd | ⑮ 37 sqyd |
| ⑪ not needed | ⑯ 40 sqyd |
| | ⑰ 103 sqyd |



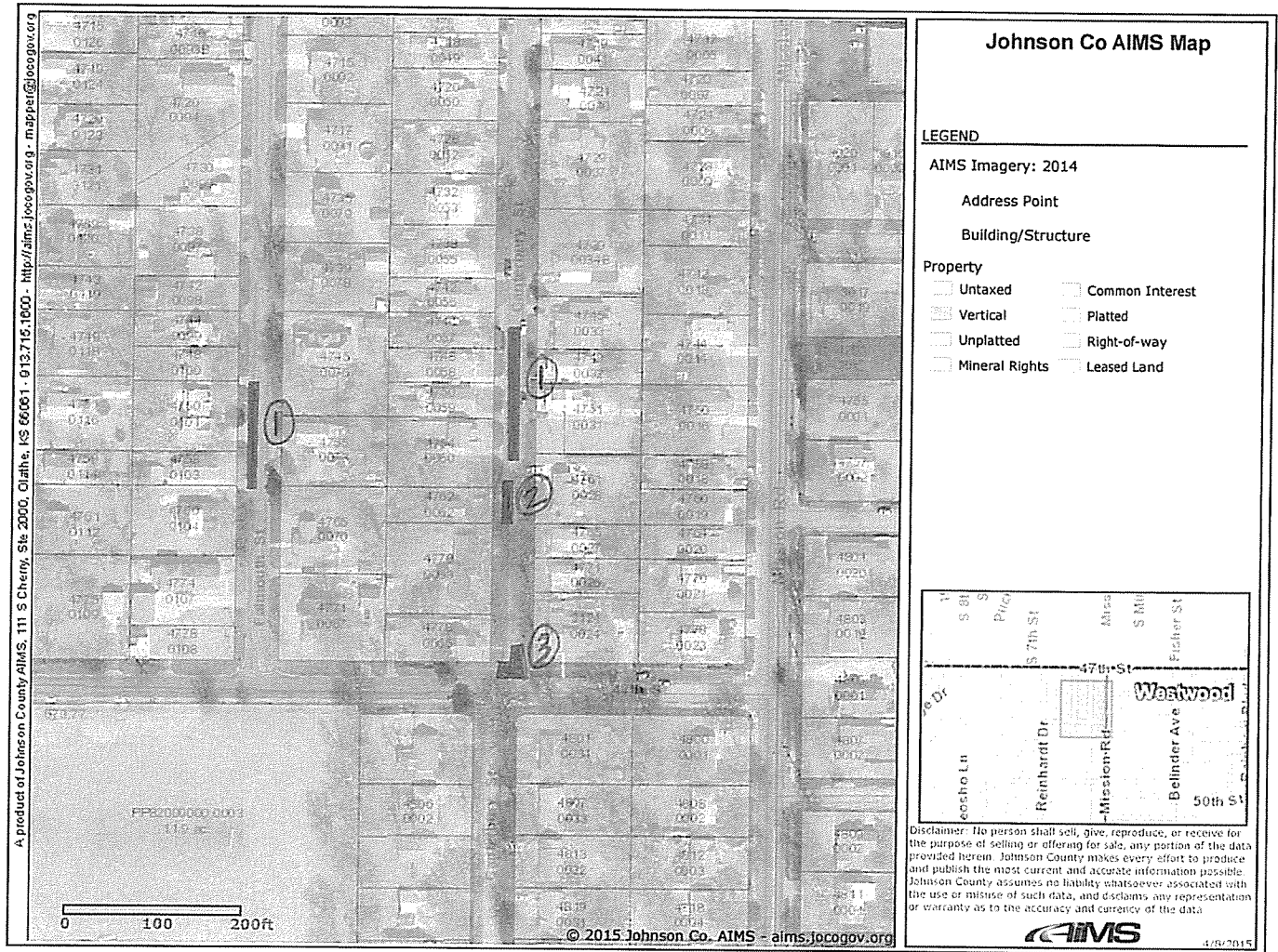
① 89 sy

② 19 54

③ 40 sy

④ 27 sy

⑤ 389 sy



Canterbury St

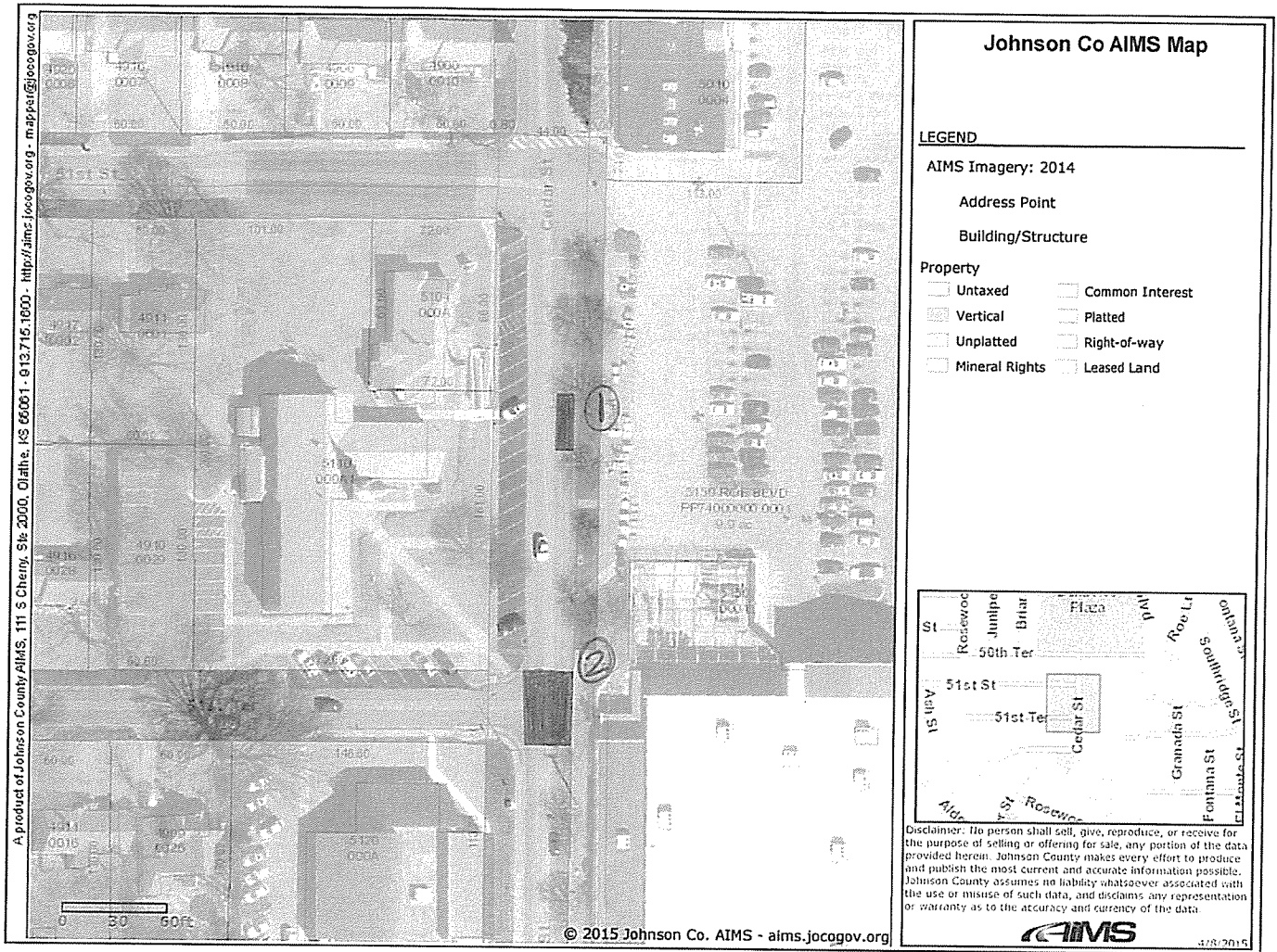
① 67 sqyd

② 38 sqyd

③ 38 sqyd

Falmouth St

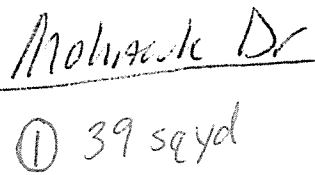
① 14 sqyd



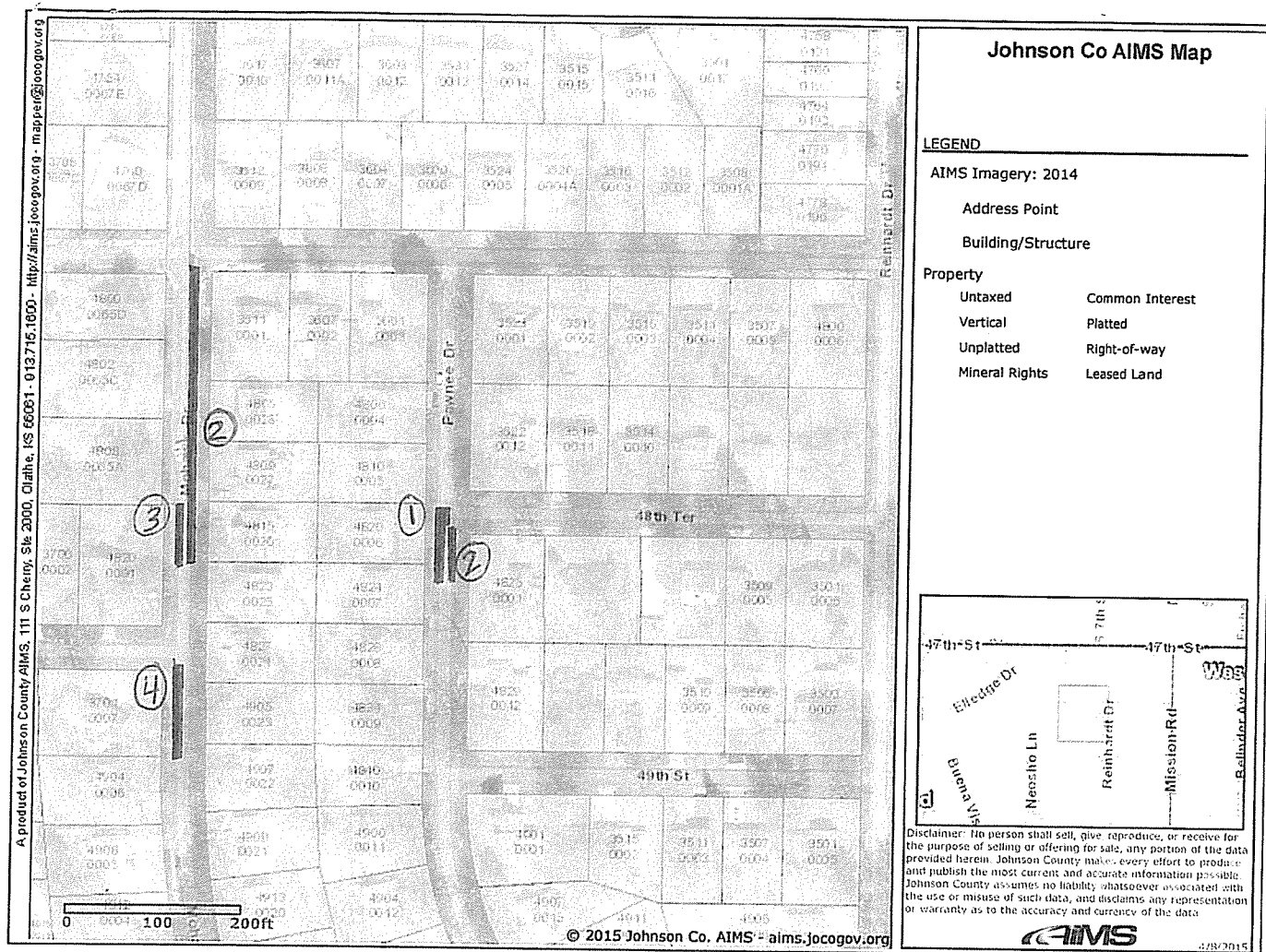
Cedar Street

① 44 sy

② 330 sy



Pawnee Dr

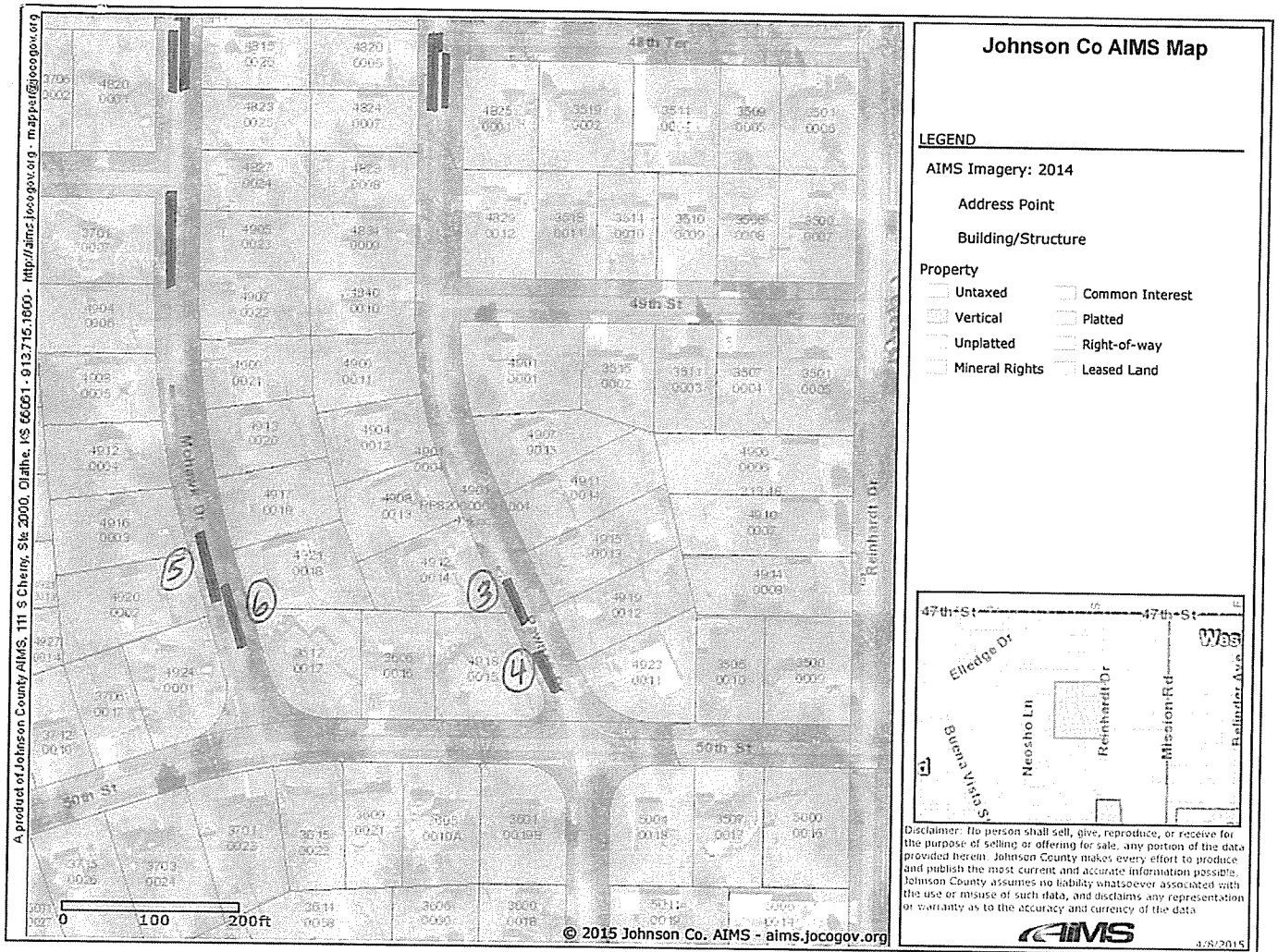


Mohawk Dr

- ② 225 sqyd
- ③ 35 sqyd
- ④ 100 sqyd

Pawnee Dr

- ① 128 sqyd
- ② 43 sqyd



Mohawk Dr

⑤ 28 sqyd

⑥ 19 sqyd

Pawnee Dr

③ 27 sqyd

④ 35 sqyd



Lenexa Municipal Services Department

2015 PMP Chip Seal

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**NOTE: SOME DOCUMENTS (*BOLD) REQUIRE A SIGNATURE OF
THE CONTRACTOR AT THE TIME OF BID SUBMITTALS. IF
REQUIRED DOCUMENTS ARE NOT SIGNED, THE BID WILL BE
CONSIDERED IRREGULAR AND NOT READ**

CITY OF LENEXA

NOTICE TO BIDDERS

Sealed bids for 2015 PMP Chip Seal will be accepted by the City of Lenexa, Kansas at the Municipal Services Department, 7700 Cottonwood Street, Lenexa, Kansas 66216, until 1:30 pm (local time) on February 24, 2015 at which time bids will be publicly opened and read aloud at the Lenexa City Hall. Any bid received after the designated closing time will not be considered and will be returned unopened.

All bids shall be submitted to the Municipal Services Department Customer Service Staff in sealed envelopes addressed to the CITY OF LENEXA, KANSAS, ATTENTION: CITY CLERK, and marked "Bid for: 2015 PMP Chip Seal". Copies of plans, specifications, bidding documents and other Contract Documents are on file at:

Drexel Technologies, Inc.
10840 W. 86th Street
Lenexa, KS 66214

Bidders desiring Contract Documents for use in preparing bids may obtain a set of such documents at the address above.

PLANS AND SPECIFICATIONS MAY BE DOWNLOADED FROM THE DREXEL TECHNOLOGIES, INC. WEBSITE SET FORTH BELOW

<http://planroom.drexeltech.com/>

EACH BIDDER WILL BE RESPONSIBLE FOR ENSURING THAT IT HAS RECEIVED ANY AND ALL ADDENDA ISSUED BY CITY IN ACCORDANCE WITH IB-10 OF THE INSTRUCTIONS TO BIDDERS.

CONTRACTORS SHOULD READ AND BE FULLY FAMILIAR WITH ALL CONTRACT DOCUMENTS INCLUDING ADDENDA BEFORE SUBMITTING A BID. IN SUBMITTING A BID, THE BIDDER WARRANTS THAT IT HAS READ THE CONTRACT DOCUMENTS AND IS FULLY FAMILIAR THEREWITH AND THAT IT HAS VISITED THE SITE OF THE WORK TO FULLY INFORM ITSELF AS TO ALL EXISTING CONDITIONS AND LIMITATIONS AND SHALL INCLUDE IN ITS BID A SUM TO COVER THE COST OF ALL ITEMS OF THE WORK AS SPECIFIED IN THE CONTRACT DOCUMENTS.

No oral telegraphic, telephonic proposals or alterations will be considered. Facsimile transmissions will not be accepted.

The following items must be included in the sealed envelope with the Bid:

- a. Bid Form;
- b. 5% Bid Security--Bid Bond, Cashier's Check or Certified Check (see below);
and

c. Acknowledgment of Addenda Issued by City.

Each bidder shall file with its bid a bid bond, a cashier's check or a certified check drawn on an acceptable bank, made payable to City of Lenexa, Kansas, in an amount equal to five percent (5%) of the total bid, which shall be retained by City of Lenexa, Kansas until a Contract for the project has been executed. Bid Bonds will be returned to the bidders, with the exception of the best and lowest and second best and second lowest responsible bidders, within twenty-one (21) days after their bids are rejected. The bid deposit of the lowest and the second lowest responsible bidders will be returned when the Performance Bond, Maintenance Bond and Statutory Bond, each in an amount equal to 100% of the Contract amount; required insurance certificates and other required documents shall have been furnished and the Contract Documents have been executed by the successful bidder.

In the event the low bidder is unable to execute the Contract, for whatever reason, within the time provided in the Notice of Award, City may annul the Notice of Award and the bid deposit may be forfeited and City shall exercise its legal prerogatives, including, but not limited to, enforcement of its rights as to the bid security or specific performance.

City reserves the right to accept or reject any and all bids and to waive any technicalities or irregularities therein. Bids may be modified or withdrawn by written request of the bidder received in the office of City Clerk, prior to the time and date for bid opening.

From and after the release of this Notice, any party intending to bid on the above referenced Project, including their officers, employees, agents, or contractors are specifically prohibited from communicating with any elected or appointed official of the City, directly or indirectly, with regard to the award of the contract for the Project listed above, except as specifically authorized by the Instructions to Bidders. Any such unauthorized communication may result in the automatic disqualification of such bidder.

ALL BIDDERS AGREE THAT REJECTION SHALL CREATE NO LIABILITY ON THE PART OF CITY BECAUSE OF SUCH REJECTION, AND THE FILING OF ANY BID IN RESPONSE TO THIS NOTICE SHALL CONSTITUTE AN AGREEMENT OF THE BIDDER TO THESE CONDITIONS.

If this section is completed, a **Mandatory Pre-Bid Conference** will be

_____ at _____

David F. Bryant III

David F. Bryant III, City Clerk
City of Lenexa, Kansas

**CITY OF LENEXA, KANSAS
AGREEMENT FOR PUBLIC IMPROVEMENTS**

INSTRUCTIONS TO BIDDERS

IB-1 Bids

All Bids shall be made on the forms provided in these Contract Documents and shall be in compliance with the Notice to Bidders. All appropriate blanks shall be filled in, in black ink or typewritten, and shall be signed by the appropriate authorized individual on behalf of him/herself or the entity submitting the Bid as required herein. Each Bid must be enclosed in a sealed envelope plainly marked "Bid for: 2015 PMP Chip Seal". Pursuant to the Notice to Bidders, Bids shall be addressed to "CITY OF LENEXA, KANSAS, Attention: "City Clerk".

IB-2 Definitions

[See General Conditions Section GC-1].

IB-3 Bidder's Representation

Each Bidder, by submitting its Bid, represents that:

- a. Bidder has read and understands the Bidding Documents, acknowledges that the documents are of sufficient detail and scope to understand the terms and conditions for performance, and its Bid is made in accordance therewith;
- b. Bidder has familiarized itself with Federal, State and local laws, ordinances, rules and regulations which may in any manner affect cost, progress and the complete and timely performance of the Work;
- c. Bidder has visited the site, has familiarized itself with the local conditions under which the Work is to be performed, has reviewed all public reports, inspections and other documents relating to the project and has correlated its observations with the requirements of the proposed Contract Documents;
- d. Bidder's Bid is based upon the materials, systems and equipment required by the Bidding Documents, without exception.

IB-4 Bidding Documents

Bidders may obtain complete sets of the Bidding Documents as set out in the Notice to Bidders

Bidders shall use complete sets of Bidding Documents in preparing Bids. City does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

City, in making copies of the Bidding Documents available, does so only for the purpose of obtaining Bids on the Work and does not confer a license or grant for any other use of the Bidding Documents.

IB-5 Execution of Bid

Bids shall be made upon the form provided in these Bidding Documents. The form must be completed in black ink or by typewriter and the completed form shall be without alteration or erasure. If a Bid on all alternates is not required for alternate items, a written indication of "no Bid" on the Bid form is required. The Contract Price shall be stated both in writing and in figures. The Bid must be signed. If the Bid is being submitted by a corporation or a partnership, it must contain the entity's name and be signed by the President or other legally authorized representative if it is a corporation, or by a partner if it is a partnership.

All Bids shall contain an address, telephone number, email address, and a facsimile number, to which communications regarding the Bid may be directed.

IB-6 Execution of Contract Documents

The successful Bidder shall be required to enter into a contract with City. When executing the contract, the following shall apply:

If the successful Bidder is a corporation, the contract must be executed in the corporation's name by the President or Vice-President (or other corporate officer with evidence of authority to sign) and the corporate seal must be affixed and attested by the Secretary or an Assistant Secretary. The corporate address must be shown below the signature. If the successful Bidder is a partnership, the contract must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

The successful Bidder shall provide to City a Certificate of Good Standing in the State of Kansas from the Kansas Secretary of State which is valid for the year in which construction is commenced.

All names must be typed or printed below the signature. The address, telephone number and facsimile number to which communications regarding the contract are to be directed must be shown.

If the successful Bidder is a foreign corporation, foreign limited partnership, or foreign limited liability company duly authorized to do business in the State of Kansas, a copy of the authorization, a copy of a Certificate of Good Standing, along with a Letter of Good Standing, issued by the Kansas Secretary of State and valid for the year construction is commenced, shall be filed with City prior to commencement of construction.

Successful Bidders who are not residents of the State of Kansas and are not a foreign corporation, foreign limited partnership, or foreign limited liability company qualified to do business and in good standing in Kansas, are required to appoint an agent for service of process who is a resident of Kansas, accompanied by a filing fee of \$20.00, with a check for this sum payable to the Kansas Secretary of State.

IB-7

Defects in the Bidding Documents or Contract Documents

Bidders shall promptly notify City in writing of any errors, omissions, discrepancies or inconsistencies (hereinafter "defects") which may be discovered upon examination of the Bidding/Contract Documents or of the Project site and location conditions.

Bidders requiring clarification or interpretation of the Bidding/Contract Documents shall make a written request received by City Engineer at least seven (7) calendar days prior to the date of Bid opening.

Any interpretation, correction or change of the Bidding/Contract Documents will be made by written Addendum from City Engineer. Interpretations, corrections or changes to the Bidding/Contract Documents made in any other manner will not be binding and Bidders shall not rely upon such interpretations, corrections and changes. Bidders will not be permitted to take advantage of any such defect.

Insurance

Upon award of this Agreement, the successful Bidder will be required to secure and maintain, throughout the duration of the Agreement, insurance of such types and in at least such amounts as required herein. The successful Bidder will be required to provide certificate(s) of insurance confirming the required protection on the standard Acord insurance certificate forms. The certificate(s) are to be filed with City prior to commencement of any Work. City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the certificate.

Contractor, upon receipt of notice of any claim in connection with this Agreement, shall promptly notify City, providing full details thereof, including an estimate of the amount of loss or liability.

Contractor shall also promptly notify City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in excess of \$50,000.00, whether or not such impairment came about as a result of this Agreement.

If City subsequently determines that Contractor's aggregate limits of protection shall have been impaired or reduced to such extent that City determines such limits inadequate for the balance of the Project, Contractor shall, upon notice from City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to City.

Unless otherwise mutually agreed upon by City and Contractor, City will only accept coverage from an insurance carrier who offers proof that it:

- (1) Is licensed to do business in the State of Kansas; and
- (2) Carries a Best's policyholder rating of "A" or better; and
- (3) Carries at least a Class "X" financial rating.

Unless otherwise specified, City shall be shown as an additional insured on a primary and noncontributory basis on all general liability, automobile liability and any applicable umbrella or excess liability policies of insurance.

General Liability**Limits**

Each Occurrence\$ 500,000

Personal & Advertising Injury.....	\$ 500,000
Products/Completed Operations	
Aggregate	\$ 500,000
General Aggregate	\$ 500,000

Policy **MUST** include the following conditions:

- (a) Contractual Liability and Independent Contractors; and
- (b) Explosion, Collapse & Underground, if applicable.

(Certificate must confirm inclusion of “Blasting” coverage, if applicable)

Automobile Liability

Policy shall protect Contractor against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for Any Auto:

Limits:

Each Accident, Combined Single Limits, Bodily Injury and Property Damage:.....	\$500,000
--	-----------

Notwithstanding the foregoing, should Contractor not own any automobiles, the automobile liability requirement shall be amended to allow Contractor to maintain only Hired and Non-Owned Autos.

Workers' Compensation

Insurance shall protect Contractor against all claims under applicable state Workers' Compensation laws. Contractor shall be protected against claims for injury, disease or death of employees for which, for any reason, may not fall within the provisions of a Workers' Compensation law. The policy limits shall not be less than the statutory limits currently applicable.

Employers' Liability

Bodily Injury by Accident:	\$500,000 Each Accident
----------------------------	-------------------------

Bodily Injury by Disease: \$500,000 Policy Limit

Bodily Injury by Disease: \$500,000 Each Employee

Umbrella Liability

[Establish appropriate limits based on risk factors of contract]

An umbrella or excess liability policy in the minimum amount of \$3,000,000 each occurrence, \$3,000,000 aggregate is required. The umbrella or excess policy must be at least as broad as the underlying policies and include the following protection.

- A) General Liability;
- B) Automobile Liability; and
- C) Employers' Liability.

Owner's Protective Liability

On all contracts in excess of \$ 100,000, Contractor shall take out, pay for and deliver to City an Owner's Protective liability insurance policy, issued on an occurrence basis, naming the City of Lenexa, Kansas, as "named insured". The policy shall be maintained during the life of this Agreement. Limits of protection shall be at least \$500,000 Combined Single Limits, Bodily Injury and Property Damage. The policy shall contain no exclusion relative to any function performed by City or its employees in conjunction with this project. This Owner's Protective liability policy shall be primary insurance for City.

Subcontractors' Insurance

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

- (1) Cover all subcontractors in Contractor's general liability insurance policy; or
- (2) Require each subcontractor not so covered to secure insurance in the minimum amounts required of Contractor.

IB-9**Substitutions**

The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

No substitution will be considered prior to receipt of Bids unless written request for approval has been received by City Engineer at least seven (7) days prior to the date of Bid opening. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or other Work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer. The City Engineer's decision of approval or disapproval of a proposed substitution shall be final.

If City Engineer approves any proposed substitution prior to receipt of Bids, such approval will be set forth in a written addendum. Bidders shall not rely upon approvals made in any other manner.

IB-10**Addenda**

Each Bidder shall be responsible for obtaining addenda issued by City. Addenda will be available through Drexel Technologies website at <http://planroom.drexeltch.com/>. Bidders may also pick up copies of addenda at the address set out in the Notice to Bidders.

No addenda will be issued later than forty-eight (48) hours prior to the date of Bid opening except an addendum withdrawing the request for Bids or one which includes postponement of the date of Bid opening.

Each Bidder shall ascertain prior to submitting its Bid that it has received all addenda issued, and it shall acknowledge its receipt in its Bid.

IB-11**Taxes**

It is the intent of City to supply Contractor with a Sales and Compensating Tax Exemption Certificate for use in purchasing materials and supplies used on the project. Contractor shall, in preparing its proposal, omit from its computed costs all sales and service taxes. Two copies of State of Kansas Project Completion Certification (Form STD-77) will be furnished to City by the Kansas Department of Revenue upon issuance of a tax exemption number. Two copies of the Project Completion Certification

will be forwarded to Contractor and must be signed and returned to City upon completion of the project. City will forward one (1) copy of the Project Completion Certification to the Kansas Department of Revenue and retain one copy. All invoices must be retained by Contractor for a period of five (5) years and are subject to audit by the Kansas Department of Revenue. Final payment may be held by City until City has received the two Project Completion Certifications from Contractor along with a Consent.

IB-12 Liquidated Damages

In case of failure on the part of Contractor to effect Substantial Completion within the time specified, City shall have the right to deduct from the total compensation otherwise due Contractor as liquidated damages, fixed and agreed to in advance, according to the schedule set forth in Table 1 below:

TABLE 1

CONTRACT AMOUNT			LIQUIDATED DAMAGES
0	to	25,000	75.00
25,001	to	50,000	125.00
50,001	to	100,000	200.00
100,001	to	500,000	400.00
500,001	to	1,000,000	600.00
1,000,001	to	2,000,000	925.00
2,000,001	to	5,000,000	1,375.00
5,000,001	to	10,000,000	2,000.00
10,000,001	and	up	3,000.00

In case of failure on the part of Contractor to effect Final Completion within the time specified, after achieving Substantial Completion, City shall have the right to deduct from the total compensation otherwise due Contractor as liquidated damages, fixed and agreed to in advance, according to the schedule set forth in Table 2 below

TABLE 2

CONTRACT AMOUNT			LIQUIDATED DAMAGES
0	to	25,000	15.00
25,001	to	50,000	25.00
50,001	to	100,000	40.00
100,001	to	500,000	80.00
500,001	to	1,000,000	120.00
1,000,001	to	2,000,000	185.00
2,000,001	to	5,000,000	275.00
5,000,001	to	10,000,000	400.00
10,000,001	and	up	600.00

The amounts shown in Tables 1 and 2 above shall be the sum due for each 24-hour calendar day, including weekends and holidays, the Work remains incomplete over the specified completion time.

In the event moneys being retained by City shall not be sufficient to cover the amount of any liquidated damages, City may sue for and recover compensation for damages for nonperformance of this Contract at the time stipulated herein and provided for.

IB-13

Qualification of Bidders

In evaluating Bids and determining the lowest responsible Bidder, City shall consider qualifications of the Bidders. Each Bidder shall submit on a form provided for that purpose, a Statement of Bidder's Qualifications, when required by City. City may consider the qualification and experience of Bidders and subcontractors and other persons and organizations, including suppliers, proposed to be involved in the project. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by City. Furthermore, when considering the qualifications of a a Bidder, the City may examine whether the Bidder has the skill, judgment, and integrity necessary to the faithful performance of the Contract Documents, as well as sufficient financial resources and ability.

City may conduct such investigation it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed subcontractors and other persons, organizations and suppliers, to do Work in accordance with the contract documents to City's satisfaction within the prescribed time. The

City reserves the right to reject any bid where investigation of available evidence does not satisfy the City, in its sole discretion, that the Bidder is qualified to carry out properly all terms of the contract and work.

IB-14 Award of Contract

The contract will be awarded to the successful Bidder as determined by City.

City reserves the right to reject any and all Bids; to waive any and all technicalities, irregularities and formalities; to negotiate contract terms with the successful Bidder; and the right to disregard all non-conforming, non-responsive or conditional Bids.

If the contract is awarded, City will give the successful Bidder a Notice of Award within thirty (30) days after the day of the Bid opening.

IB-15 Bonds

The successful Bidder will be required to furnish a Performance Bond, Statutory or Payment Bond, and Maintenance Bond on the forms hereinafter provided, each in an amount equal to one hundred per cent (100%) of the amount of the Contract to be awarded in each case in addition to any other bonds as may be required by the Contract Documents. With each bond there shall be filed with City one copy of a "Power of Attorney" certified to include the date of the bonds. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in Kansas.

IB-16 Bid Preference

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

this state law requirement and the Bid is found to be in the best interest of City.

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

IB-17 Non-discrimination and Affirmative Action

Contractor shall be an equal opportunity employer as defined by Section 2000 (e) of Chapter 21, Title 42, of the United States Code Annotated (USCA), and shall not discriminate on the basis of race, sex, disability, religion, ethnicity, national origin or age.

IB-18 Sexual Harassment

Harassment on the basis of sex is a violation of Sec. 703 of Title VII of the federal Civil Rights Act of 1964. Any such proven harassment of employees or of other persons shall be deemed a breach of the this Agreement and it may be canceled, terminated or suspended, in whole or in part, by City.

Applying general Title VII principles, Contractor is responsible for the acts of its agents, employees, and subcontractors with respect to sexual harassment regardless of whether the specific acts complained of were authorized or forbidden by Contractor and regardless of whether Contractor knew or should have known of their occurrence.

IB-19 Appointment of Agents for Service of Process

K.S.A. 16-113 requires that non-resident contractors (having a principal office located outside the state of Kansas) appoint an agent for the service of process in Kansas. The executed appointment must be filed with the Kansas Secretary of State. Any successful Bidder domiciled outside the State of Kansas must comply with this statutory requirement and provide proof that an agent for service of process in Kansas has been properly filed prior to being issued a Notice to Proceed. No extension in Contract Price or Contract Time shall be granted due to the successful Bidder's failure to timely comply with this section.

IB-20 Subcontracting

Contractor may utilize the services of subcontractors on those parts of the Work which, under normal contracting practices, are performed by subcontractors; provided, however that Contractor shall not award subcontracts which total more than fifty per cent (50%) of the Contract Price.

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

City Engineer shall notify the successful Bidder, in writing, if City, after due investigation, has reasonable objections to any subcontractor on such list, and the successful Bidder shall substitute a subcontractor acceptable to City. If the successful Bidder refuses to submit the name of an acceptable subcontractor City can refuse to award the contract and the Bid security will be forfeited, or if construction has begun, such failure will be grounds to terminate the contract. The failure of City to make objection to the subcontractor within ten (10) days after the list of subcontractors is furnished to City shall constitute an acceptance of such subcontractor, but shall not constitute a waiver of any right of City to reject Defective Work, materials or equipment not in conformance with the requirements of the Contract Documents. The successful Bidder/contractor shall not make any substitution for any subcontractor who has been accepted by City unless City Engineer approves the substitution in writing.

IB-21

Conflict of Interest in the Case of Federal Funds

31 USCA Section 1352 requires all sub-grantees, contractors, subcontractors and consultants who receive federal funds via City to certify that they will not use federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract, grant, loan or cooperative agreements.

In addition, contract applicants, recipients and sub-recipients must file a form disclosing any expenditures they make for lobbying out of non-federal funds during the contract period.

Necessary forms are available from City and should be returned to City with the other Contract Documents. It is the responsibility of the general

contractor to obtain executed forms from any subcontractors who fall within the provisions of the Code and to provide City with the same.

IB-22 Pre-Bid Conference

A pre-bid conference may be required. The purpose of this conference is to familiarize Bidders with the project and the documents and to clarify any misunderstandings regarding the same. If the date and time of the pre-bid conference is not identified in the notice to Bidders then City will notify all persons or entities taking out plans on the project by mail or fax to the address or facsimile number which the Bidders provided to City.

IB-23 Bid Mistakes; Procedure for Correction or Withdrawal of Bids

Bids may only be withdrawn or corrected pursuant to the provisions of K.S.A. 75-6901, as amended, et seq.

IB-24 Payment by City.

Payments by the City may be made using any of the following methods of payment, in its sole discretion: (a) automated clearing house ("ACH") or wire transfer; (b) for payments under \$1,000, credit/purchasing cards; or (c) checks. When utilizing the check option, all checks will be mailed to Contractor's place of business, without exception and may not be picked up in person by Contractor. When utilizing the ACH or wire transfer option, the transaction will occur within the timeframe provided by the contract documents with no advance or subsequent notice to the Contractor.

The successful Bidder will be required to submit, in the contract documents required by IB-6, such financial information as shall be required by the City to enable the use of the aforementioned payment methods and to enable the City to properly report such payments as required by federal law. Such information may include, but shall not be limited to, bank account number(s), bank ABA number(s), or a Form W9 – Request for Taxpayer Identification Number and Certification.

**CITY OF LENEXA, KANSAS
AGREEMENT FOR PUBLIC IMPROVEMENTS**

BID FORM

PROJECT: 2015 PMP Chip Seal

TO: CITY OF LENEXA
JOHNSON COUNTY, KANSAS

NOTE: PLEASE DO NOT RETURN THESE DOCUMENTS IF YOU ARE NOT SUBMITTING A BID. YOUR NAME WILL REMAIN ON OUR BIDDERS' LIST UNTIL WE ARE NOTIFIED TO REMOVE IT.

The undersigned Bidder hereby proposes to furnish all material, supplies, transportation, tools, equipment and necessary labor to construct, install, plant and complete all Work stipulated in, required by, and in conformity with the proposed Contract Documents, incorporated herein (including all documents referred to therein) and any and all written addenda thereto, for and in consideration of the unit prices as follows:

Item No.	Description	Unit	Approx. Unit Quantity	Unit Price	Unit Total
1	Chip Seal	S.Y.	228260		
2	First Sweeping	S.Y.	228260		
3	Second Sweeping	S.Y.	228260		
4	Asphaltic Concrete 2"	S.Y.	2810		
5	Asphaltic Concrete 4"	S.Y.	650		
6	Pavement Patching	S.Y.	100		
7	Milling 2"	S.Y.	2810		
8	Milling 4"	S.Y.	650		
9	Curb & Gutter, (All Types)	L.F.	482		
10	Handicap Ramp	EA.	2		
11	Sidewalk 4"	S.F.	40		
12	Pavement Markings, 4" Skip White Line Thermoplastic	L.F.	3388		
13	Pavement Markings, 4" Solid Yellow Line Thermoplastic	L.F.	102728		
14	Pavement Markings, 4" White Edge Line Thermoplastic	L.F.	8008		
15	Pavement Markings, 6" Solid White Channelization Line Thermoplastic	L.F.	3309		

16	Pavement Markings, 12" Solid Yellow Crosshatching Thermoplastic	L.F.	456		
17	Pavement Markings, 24" Solid White Stop Bar Thermoplastic	L.F.	704		
18	Pavement Markings, Railroad Crossing Thermoplastic	EA	2		
19	Pavement Markings, Arrows (Lt. & Rt.) Preformed Thermoplastic	EA	48		
20	Pavement Markings, ONLY Preformed Thermoplastic	EA	6		
21	Traffic Control	L.S.	1		

TOTAL BID: \$ _____

1. The undersigned further agrees to begin upon the date stated in the Notice to Proceed, and to complete the Work, if the successful Bidder in accordance with Special Condition: **SC-1 Completion Date: The calendar completion date for this project is August 21, 2015. No rain days shall be given for this project.**

The undersigned also declares that it understands that if not preset by City, the time to begin construction and to complete the Work will be one factor considered in determining the successful Bidder.

2. In submitting this Bid, the undersigned declares that it is of lawful age and executed this Bid on behalf of the Bidder named herein, and that the undersigned has lawful authority to do so. The undersigned further declares that it has not directly or indirectly entered into any agreement, expressed or implied, with any Bidder or Bidders, having for its object the controlling of the price or amount of such Bid or any Bids, the limiting of the Bid or Bidders, the parceling or farming out to any Bidder or Bidders, or other persons, of any part of the Agreement or any part of the subject matter of the Bid or Bids or of the profits thereof, and that it has not and will not divulge the sealed Bid to any person whomsoever, except those having a partnership or other financial interest with Bidder in said Bid or Bids, until after the sealed Bid or Bids are opened.
3. The undersigned further declares that it has carefully examined the Notice to Bidders, Instructions to Bidders and other Contract Documents, and that it has inspected the actual location of the Work, together with the local sources of supply, and has satisfied itself as to all conditions and quantities, and understands that in signing this Bid Form the undersigned on behalf of the Bidder waives all right to plead any misunderstanding regarding the same.
4. The undersigned hereby agrees to furnish the required bonds and insurance certificates and execute the Agreement within ten (10) calendar days from and after

Notice of Award of the Agreement is delivered to the Bidder, and failure of the Bidder to do so shall constitute a default, and the City may thereafter take such steps to protect its legal rights as it deems in its best interest, including, but not limited to, enforcement of its rights as to Bid security.

5. It is understood that the City will pay monthly pay estimates submitted in accordance with the City of Lenexa's claims policy and approved by the City Engineer, all as provided in the Contract Documents.
6. The undersigned acknowledges receipt of the Plans and Specifications for the Project including the following written addenda (insert "none" if none were received):

7. COOPERATIVE PURCHASING BY OTHER INSTITUTIONS UNDER THIS CONTRACT

If the City awarded you the proposed Contract, would you sell under the prices and terms of this Contract to any Municipal, County Public Utility, Hospital, or Educational Institution having membership in the Mid-America Council of Public Purchasing and located within the Greater Kansas City Metropolitan Trade Area? (All deliveries shall be F.O.B. Destination and there shall be no obligations on the part of any member of said Council to utilize this Contract).

(Check one) Yes____ No____

Initials _____

Enclosed is a certified check, cashier's check or Bid bond in the amount _____ DOLLARS (\$_____) which sum is five percent (5%) of the total Bid submitted. The undersigned agrees this security is subject to being forfeited to City as liquidated damages and not as a penalty, together with other legal remedies the City may choose to invoke, all as set forth in the Instructions to Bidders, should this Bid be accepted and the Contract be awarded to this Bidder and Bidder should fail to enter into an Agreement in the form prescribed and to furnish the required insurance, bonds and other required documents within ten (10) calendar days as above stipulated, otherwise the Bid security shall be returned to the undersigned upon signing of the Agreement and delivery of the approved bonds and other required documents to said City of Lenexa, Kansas.

Dated this _____ day of _____, 2015.

	[Contractor]
By:	
	Title
	Address
	City, State, Zip
	Telephone Number
	Facsimile Number [if available]

Project No. 60084

**CITY OF LENEXA, KANSAS
AGREEMENT FOR PUBLIC IMPROVEMENTS**

**AGREEMENT BETWEEN CITY
AND CONTRACTOR**

FOR: 2015 PMP Chip Seal

THIS AGREEMENT BETWEEN CITY AND CONTRACTOR, hereinafter "Agreement," is made and entered into this _____ day of _____, 2015, by and between the City of Lenexa, Kansas, hereinafter "City," and _____, hereinafter "Contractor."

WITNESSETH:

WHEREAS, City has prepared a Notice to Bidders, Instructions to Bidders, Bid Form, this Agreement, General and Special Conditions, Plans, Specifications and other Contract Documents, as defined in the General Conditions, (hereinafter collectively "Contract Documents,") and City has caused to be published, in the manner and for the time required by law, an advertisement inviting sealed Bids for the construction of public improvements in accordance with the terms of this Agreement including, but not limited to, the furnishing of the cost of materials, labor, tools and equipment; and

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

WHEREAS, City has publicly opened, examined and reviewed the Bids submitted, and as a result has determined and declared Contractor to be the best and lowest most responsible Bidder for the construction of said public improvements, and has duly awarded to Contractor a contract upon the terms and conditions set forth in this Agreement and for the sum or sums named in the Bid, attached hereto and made a part of this Agreement.

NOW THEREFORE, in consideration of the compensation to be paid to Contractor, and of the mutual agreements herein contained, the parties hereto have agreed, and hereby agree, City for itself and its successors, and Contractor for itself, himself/herself or themselves, its, his/her or their successors and assigns, or its, his/her or their executors and administrators, as follows:

ARTICLE I. Contractor shall furnish at its own cost and expense all labor, tools, equipment, materials, transportation, and any other construction accessories, services and facilities required to construct and complete the Work as designated, described and required by the Contract Documents, to wit:

all in accordance with the Contract Documents, including but not limited to, the Notice to Bidders, Instructions to Bidders, Bid, this Agreement, General and Special Conditions, Plans, Specifications and other Contract Documents as defined in paragraph GC-1 of the General Conditions, on file with the City Clerk of Lenexa, Kansas, all of which Contract Documents form this Agreement, and are as fully a part hereof as if repeated verbatim herein; all Work to be done in a good, substantial and workmanlike manner and to the satisfaction of City, and in accordance with the laws of the City of Lenexa, the State of Kansas and the United States of America. All terms used herein shall have the meanings ascribed to them in the General Conditions unless otherwise specified.

ARTICLE II. City shall pay to Contractor for the performance of the Work embraced in this Agreement, and Contractor will accept in full compensation therefore, the sum of _____ DOLLARS (\$ _____) referred to as the Contract Price (subject to adjustment as provided by and in accordance with the Contract Documents), for all Work covered by and included in this Agreement, payment thereof to be made in cash or its equivalent and in the manner provided in the Contract Documents. City reserves the right to make additions and deletions to the Contract Documents as provided therein. Without exception, ten per cent (10%) of all partial payments made to Contractor shall be retained until all Work is formally accepted by formal action of the Lenexa City Council.

ARTICLE III. Contractor shall commence Work upon the date stated in the Notice to Proceed, and will complete all Work covered by this Agreement within the time specified in the Notice to Proceed. Time is of the essence. Accordingly, liquidated damages shall be assessed against Contractor, as stipulated liquidated damages and not as a penalty, in an amount as set forth in the General Conditions for each and every 24 hour calendar day the Work remains incomplete over the specified completion time.

ARTICLE IV. Contractor shall not subcontract, sell, transfer, assign or otherwise dispose of this Agreement or any portion hereof, without previous written consent of City. In case such consent is given, Contractor shall be permitted to subcontract a portion thereof, but shall perform with its own organization, Work amounting to not less than fifty per cent (50%) of the total Contract Price. No subcontracts, or other transfer of this Agreement, shall release Contractor of its liability under this Agreement and the bonds applicable hereto.

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

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

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

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

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

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

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

CITY OF LENEXA, KANSAS

By: _____
Michael A. Boehm, Mayor

[SEAL]

ATTEST:

David F. Bryant III, City Clerk

APPROVED AS TO FORM:

Sean McLaughlin, Assistant City Attorney

CONTRACTOR

Contractor

BY: _____
Signature

Print Name

Title (SEAL)

Address

City, State, Zip

Phone No.

Facsimile No. (if available)

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

Project No. 60084

Bond No. _____

CITY OF LENEXA, KANSAS

PERFORMANCE BOND

We, the undersigned of _____, as Principal, hereinafter referred to as the "Contractor," and _____, a corporation organized under the laws of the State of _____, and authorized to transact business in the State of Kansas, as surety, are held and firmly bound unto the CITY OF LENEXA, KANSAS hereinafter referred to as "City," in the penal sum of _____ DOLLARS (\$ _____), lawful money of the United States of America, for the payment of which sum truly to be made to the City of Lenexa, Kansas, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bonded Contractor, has on the _____ day of _____, 2015, executed a written Contract with the City for furnishing in a good, substantial and workmanlike manner all construction labor, materials, equipment, tools, transportation, superintendence, and other facilities and accessories, for and in connection with the satisfactory and timely performance of all Work and construction of certain improvements referred to as 2015 PMP Chip Seal, more particularly designated, defined and described in the Agreement and the Contract Documents, and in accordance with the Specifications and Plans and other Contract Documents thereto; a copy of said Agreement is made a part hereof by reference as if fully set out herein.

NOW THEREFORE, if Contractor shall in all particulars promptly and faithfully perform each and every covenant, condition, and part of the Agreement, and the Conditions, Specifications, Plans and other Contract Documents hereto attached or by reference made a part hereof, according to the true intent and meaning in each case, and said improvements shall be constructed and completed in strict accordance with the Contract Documents, conditions, specifications, plans and other documents, then this obligation shall be and become null and void; otherwise it shall remain in full force and effect.

Provided further that if Contractor fails to perform and abide by any such obligations hereunder in any respect, the Surety shall either promptly remedy such failure or shall within fourteen (14) days from the date of written notice from the City:

1. commence completion the Work of the Agreement and Contract Documents in accordance with terms and conditions therein; or
2. commence the process of obtaining a bid or bids for completing the Work of the Agreement in accordance with the terms and conditions of the Contract Documents, and upon determination by City and the Surety jointly of the best and lowest responsive, responsible bidder, arrange for a Contract between such bidder and City, and make available as the Work progresses sufficient funds to pay the total costs of completion less the balance of the Contract Price, including other costs and damages for which the Surety may be liable hereunder.
3. pay to City sufficient funds to pay the cost of completion less the balance of the Contract Price and other costs and damages for which the surety may be liable hereunder.

The term "balance of the Contract Price", as used in this paragraph, shall mean the total amount payable by City to Contractor under the Agreement and any amendments thereto, less the amount previously paid by City to Contractor. No right of action shall accrue on this Bond to or for the use of any person or corporation other than City or successors of City.

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

IN TESTIMONY WHEREOF, Contractor has hereunto set his/her hand, and the Surety has caused these presents to be executed in its name; and its corporate seal to be hereunto affixed by its attorney-in-fact duly authorized thereunto so to do on this, the _____ day of _____, 2015 .

[SEAL]

[Contractor/Principal]

[Title]

ATTEST:

[Secretary]

[Surety Company]

[SEAL]

By:

[Attorney-in-fact]

By:

[Kansas Agent]

(Accompany this Bond with Attorney-in-Fact's authority from the surety company certified to include the date of the bond.)

Project No. 60084

Bond No. _____

CITY OF LENEXA, KANSAS

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as Contractor and Principal, and _____ with general offices in the City of _____, a corporation organized under the laws of the State of _____, and authorized to transact business in the State of Kansas, as Surety, are held and firmly bound unto the State of Kansas, IN THE PENAL SUM OF _____ DOLLARS (\$_____), lawful money of the United States of America, for the payment of which sum well and truly to be made we bind ourselves, and our heirs, executors, administrators, successors and assigns, jointly and severally by these presents:

THE CONDITION OF THE FOREGOING OBLIGATIONS IS SUCH THAT:

WHEREAS, Contractor, has on the _____ day of _____, 2015, entered into an Agreement with the City of Lenexa, Kansas, which is incorporated herein as if fully set forth, for furnishing all tools, equipment, transportation, materials and supplies, performing all labor, and constructing public improvements described in the Agreement and the Contract Documents, all in accordance with the Specifications, and other Contract Documents on file in the office of the City Clerk of Lenexa, Kansas. Said project is more specifically described as:

(2015 PMP Chip Seal)

NOW THEREFORE, if Contractor and all the subcontractors of Contractor shall pay all indebtedness incurred for supplies, materials, transportation, and labor furnished, and equipment used or consumed in connection with or in or about the construction or making of the improvements described in the above-mentioned Contract Documents, this obligation shall be void after the six (6) months statutory claim period following completion of the improvement is expired, otherwise, it shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or the Contract Documents to the Work to be performed thereunder, or to the total Contract Price, the Specifications accompanying the same, shall in any way affect its obligation on this Statutory Bond, and the Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement, the Contract Documents or to the Specifications, including an increase in the total Contract Price. The Surety further agrees that any person to whom there is due any sum for labor furnished, transportation, materials, equipment and supplies used or consumed in

connection with or in or about the construction of said public improvement, as hereinbefore stated or said person's assigns, may bring action on this Statutory Bond for the recovery of said indebtedness; PROVIDED, that no action shall be brought on this Statutory Bond after six (6) months from the completion of said public improvements.

IN TESTIMONY WHEREOF, Contractor has hereunto set his/her hand, and the Surety has caused these presents to be executed in its name; and its corporate seal to be hereunto affixed by its attorney-in-fact duly authorized thereunto so to do on the _____ day of _____, 2015.

[SEAL]

[Contractor/Principal]

[Title]

ATTEST:

[Secretary]

[Surety Company]

[SEAL]

By:

[Attorney-in-fact]

By:

[Kansas Agent]

[Accompany this Bond with Attorney-in-Fact's authority from the surety company certified to include the date of the Bond.]

[A Statutory Bond is required only in connection with a Contract exceeding One Hundred Thousand Dollars and No Cents (\$100,000.00) in accordance with K.S.A. 60-1111, as amended.]

Project No. 60084

Bond No. _____

CITY OF LENEXA, KANSAS

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as the
"Principal," hereinafter referred to as "Contractor," _____ and
_____ as and hereinafter referred to
as the "Surety," a corporation organized under the laws of the State of _____
_____ and authorized to transact business in the State of Kansas, are held and firmly
bound unto the CITY OF LENEXA, KANSAS hereinafter referred to as "City," in the penal
sum _____ of

Dollars (\$ _____) for the payment of which sum, well and truly to be
made, we hereby bind ourselves, our heirs, executors, administrators, successors, and
assigns, firmly by these presents:

THE CONDITION OF THIS BOND is such that:

WHEREAS, Contractor has executed a written Agreement, including the
Contract Documents, with City to construct certain improvements referred to
as **2015 PMP Chip Seal**, more particularly described in the Agreement and
the Contract Documents dated _____, 2015, the
Agreement and the Contract Documents are made a part hereof by reference
as if fully set out herein.

NOW, THEREFORE, if Contractor has constructed and completed or caused to be
constructed and completed the entire improvement in strict compliance with the Agreement
and Contract Documents, including all documents incorporated therein, between City and
Contractor, and all applicable laws, rules, and regulations such as, but not limited to, those
set forth in the Code of the City including the Minimum Standards for the Design and
Construction of Streets, Sanitary Sewers, and Storm Drainage Improvements, completed
to the satisfaction of the City Engineer and with such materials and in such manner that
the same shall endure without need of repairs or maintenance for a period of (2) two years
from and after the completion and acceptance by City's governing Body; and if said
improvement shall actually endure without the need of repairs or maintenance for the
period of (2) two years from and after the completion and acceptance thereof as aforesaid,
then this obligation shall be null and void.

If the improvement requires repairs or maintenance within such (2) two year period then this obligation shall remain in full force and effect and Contractor and the Surety shall be responsible for the prompt payment of the penal sum to the City for such repairs and/or maintenance including any incidental costs associated therewith, including but not limited to the costs of consultants and/or engineering investigations, testing, analysis and any other costs incurred to determine the cause of defect and/or the necessary repair and maintenance and attorney fees incurred in collection of this Maintenance Bond.

Signed and sealed this ____ day of _____, 2015.

[SEAL]

[Contractor/Principal]

[Title]

ATTEST:

[Secretary]

[Surety Company]

[SEAL]

By:

[Attorney-in-fact]

By:

[Kansas Agent]

(Accompany this Bond with Attorney-in-Fact's authority from the surety company certified to include the date of the Bond.)

PROJECT NO. 60084

CITY OF LENEXA, KANSAS

**APPOINTMENT OF AGENT FOR SERVICE OF PROCESS
FOR OUT OF STATE CONTRACTORS**

_____, as Contractor, having entered into a written agreement with the City of Lenexa, Kansas for the public improvement described as: 2015 PMP Chip Seal, hereby appoints _____, as its agent in the State of Kansas, upon whom process may be served. The address of the agent is _____, _____ County, Kansas.

This appointment was executed this _____ day of _____, 2015.

Contractor

By: _____

Title

CONSENT TO ACT AS AGENT

I, _____, a resident of the State of Kansas residing at _____, having been duly appointed and designated to act as resident agent for _____, do hereby acknowledge this appointment and declare that I will act as such agent and will accept all service of process that may be brought against Contractor within the State of Kansas.

In testimony whereof, I have hereunto set my hand on this, the _____ day of _____, 2015.

Agent

ACKNOWLEDGMENT

STATE OF KANSAS }
 }
COUNTY OF _____ } ss:

BE IT REMEMBERED that on this ____ day of _____, 2014, before me a notary public in and for said county and state, appeared _____ who acknowledged that he signed the foregoing instrument and further acknowledged the same as his/her voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal on the day and year last above written.

Notary Public

My appointment expires: _____

[The Appointment of Agent shall be filed with the Kansas Secretary of State pursuant to K.S.A. 16-113.]

(Contractors who are non-residents of the State of Kansas and are not a foreign corporation, foreign limited partnership, or foreign limited liability company qualified to do business and in good standing in Kansas, are required to appoint an agent for service of process who is a resident of Kansas, accompanied by a filing fee of \$20.00, with a check for this sum payable to the Kansas Secretary of State.)

CITY OF LENEXA, KANSAS

CERTIFICATE OF NONDISCRIMINATION
MANDATORY PROVISIONS

K.S.A. § 44-1030(a) provides that every contract for or on behalf of the City of Lenexa, Kansas for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees to the following:

- (1) that the contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, age, national origin or ancestry;
- (2) that in all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer," or similar phrase as approved by the state commission;
- (3) that if the contractor fails to comply with the manner in which the contractor reports to the state commission in accordance with the provision of K.S.A. § 44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the City of Lenexa;
- (4) that if the contractor is found guilty of a violation of the Kansas Act Against Discrimination under decision or order of the state commission which has become final, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the City of Lenexa; and
- (5) that the contractor shall include the provisions of K.S.A. § 44-1030(a) subsections (1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

The provisions of K.S.A. § 44-1030(a) shall not apply to a contract entered into by a contractor: (1) who employs fewer than four (4) employees during the term of such contract; or (2) whose contracts with the City of Lenexa cumulatively totals \$5,000 or less during the same fiscal year.

By signing this Certificate of Nondiscrimination, contractor acknowledges inclusion of the requirements of K.S.A. 44-1030(a) in the base contract and in all subcontracts.

DATE: _____

Contractor/Principal

By: _____

Signature

CORPORATE SEAL

(Official Title of Signer)

**CITY OF LENEXA, KANSAS
AGREEMENT FOR PUBLIC IMPROVEMENTS**

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CITY OF LENEXA, KANSAS
AGREEMENT FOR PUBLIC IMPROVEMENTS

GENERAL CONDITIONS

GC-1

Definitions

Every term, definition and clause contained in the General Conditions shall be incorporated into the Agreement between City and Contractor and shall be binding upon the parties hereto, unless stricken by mutual written consent. Whenever used in these General Conditions or in the other Contract Documents, the following terms shall have the meanings indicated which are applicable to both the singular and plural thereof. Work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

1. Addenda - Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the Bidding Documents or the Contract Documents and become a part of the Contract Documents; receipt of each addendum shall be acknowledged in the Bid by the Bidder.
2. Agreement - The written Agreement between City and Contractor covering the Work to be performed; Contract Documents are incorporated into the Agreement and are equally binding upon the parties.
3. Alternative Bid (or Alternate Bid) - An amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.
4. Amendment - A change to the Contract Documents, made in writing, signed by City and Contractor on or after the Effective Date of the Agreement.
5. "As shown," "as indicated," "as detailed," or words of similar import refer to the Contract Drawings, unless stated otherwise.
6. Base Bid - The sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the Base, to which Work may be added or from which Work may be deleted for sums stated in Alternative Bids.
7. Bid - Complete and properly executed offers or proposals of Bidders to do the Work, or designated portion thereof, for the price stipulated therein, submitted in accordance with the Bidding Documents.
8. Bidder - Individual or entity who submits a Bid.
9. Bidding Documents - Include the advertisement or Notice to Bidders, Instructions to Bidders, the Bid Form, Plans and Specifications all contract forms and the proposed Contract Documents including any written Addenda issued prior to opening of the Bids. Typically, all Contract Documents issued prior to the opening of Bids.
10. Bonds - Bid, Performance, Payment or Statutory and Maintenance Bonds together with such other instruments of security as may be required by the Contract Documents.

11. Calendar Days - When computing time prescribed by the Contract Documents, the day from which the designated period of time begins to run shall not be included, but the last day of the period shall be included, unless it is a Saturday, Sunday or a City Holiday, in which case, the last day shall be the next business day thereafter. A calendar day shall include any day of the week whether the Contractor works or not, and shall not be excluded as a result of inclement weather unless approved in writing, by the Engineer.
12. Change Order - A written document issued by City, which is duly executed by the parties, authorizing an addition, deletion or revision to the Work, or an adjustment (increase or decrease) in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.
13. City - City of Lenexa, Kansas, or Owner.
14. "Contract," "Contract Documents" and "Agreement" shall have the meaning ascribed to them in Paragraph GC-2 of these General Conditions and such terms may be used interchangeably.
15. Contract Price - The total moneys payable by City to Contractor for Final Completion of the Work as per the Contract Documents and as stated in the Agreement.
16. Contract Time - The total number of calendar days stated in the Agreement for the completion of the Work.
17. Contractor - The individual, corporation, partnership, or entity with whom City has entered into the Agreement, together with Contractor's duly authorized agents or legal representatives.
18. Day - A calendar day is twenty-four hours measured from midnight to the next midnight.
19. Defective Work - Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the specified requirements, reference standards, tests or reviews referred to in the Contract Documents, or has been damaged prior to approval of final payment unless responsibility for the damage has been expressly assumed by City at Substantial Completion.
20. Drawings and/or Plans - The Drawings and/or Plans which show the character and scope of the Work to be performed and which have been prepared by the Engineer and are referred to in the Contract Documents.
21. Effective Date of the Agreement - The date indicated in the Agreement on which the Agreement becomes effective, but if no such date is indicated it shall mean the date on which the Agreement is signed by the Mayor of City.
22. Engineer - Engineer shall mean City Engineer or Public Works Director or his designee for City of Lenexa, unless the Contract Documents identify an individual or entity which has been contracted with by City for the performance of professional architectural or engineering services in connection with the Project.
23. Field Order - An oral order issued by the Engineer which orders minor changes in the Work, but which does not involve a change in the Contract Price or the Contract Time.

24. Final Acceptance - The date upon which the construction of the Project is complete in accordance with the Contract Documents, the City has accepted the Project, and no further Work remains to be performed under the Contract Documents.
25. Final Payment – The final payment due to Contractor after Final Acceptance of the Project.
26. General Requirements - Those provisions of the Specifications which apply to the entire Work.
27. Inspector - The authorized representative of the Engineer.
28. Notice of Award - The written notice by City to the apparent Successful Bidder stating that upon compliance by the apparent Successful Bidder with the conditions precedent enumerated in the Bidding Documents and Contract Documents, within the time specified, City will enter the Agreement.
29. Notice to Proceed - A written notice presented by City to Contractor fixing the date on which the Contract Time shall commence and on which Contractor shall start to perform his obligations under the Contract Documents. Without the express written consent of City, Contractor shall do no Work until the date set forth in the Notice to Proceed.
30. Owner - City of Lenexa, Kansas, or City.
31. Partial Utilization - Use of a portion of the Work to be provided under the Contract Documents by City.
32. Payment Request - Also referred to as “Application for Payment.” The form used by Contractor to request a Progress Payment or Final Payment and includes such supporting documentation as required by the Contract Documents.
33. Plans - Includes all drawings which may have been prepared by the Engineer or a professional services contractor of City, and used as a basis for the Bids, all drawings (other than shop drawings) submitted by the Successful Bidder with its Bid or by Contractor to City, if and when approved by the Engineer, and all drawings submitted by City to Contractor during the progress of the Work, which show the character and scope of the Work to be performed.
34. Project - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.
35. Provide - means to “furnish and install,” according to the requirements of the Contract Documents.
36. Shop Drawings - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by Contractor, a subcontractor, manufacturer, fabricator, supplier or distributor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a manufacturer, fabricator, supplier or distributor and submitted by Contractor to illustrate material or equipment for some portion of the Work.

37. Special Conditions - The part of the Contract Documents which amends or supplements these General Conditions.
38. Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto. They may include, but are not limited to:
- (1) Design Specifications, such as measurements, tolerances, materials, inspection requirements and other information relative to the Work;
 - (2) Performance Specifications, such as performance characteristics required, if any;
 - (3) Purchase Description Specifications, such as products or equipment required by manufacturer, trade name and/or type; provided, however, equivalent alternatives including aesthetics, warranty and manufacturer reputation, may be substituted upon written request and written approval by City in accordance with the General Conditions;
 - (4) Such other information deemed appropriate by City for inclusion in the Specifications for construction of the Project.
39. Subcontractor - An individual, firm, corporation or other entity having a direct contract with Contractor or with any other subcontractor for the performance of a part of the Work.
40. Substantial Completion - A point in time when the Work (or a specified part thereof) has progressed to the point where, in the opinion of the Engineer, as evidenced by his definitive statement of Substantial Completion, the Work is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it was intended; or if there be no such statement issued, when Final Payment is due. The terms "substantially complete" and "substantially completed" as applied to any Work refer to "Substantial Completion" thereof.
41. Successful Bidder - Individual, corporation, partnership, person or entity that is determined and declared by City to be the lowest responsible Bidder submitting a bid in conformity with the terms of the Bidding Documents, and in the best interest of City.
42. Supplier - An individual, corporation, partnership or entity that is a manufacturer, fabricator, supplier, distributor, material man or vendor.
43. Underground Facilities - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.
44. Unit Price - An amount stated in the Bid as a price per unit of measurement for material or services as described in the Bidding Documents or in the proposed Contract Documents.
45. Unit Price Work - Work to be paid for on the basis of Unit Price.
46. Work - The completed construction of the various separately identifiable parts of construction required to be furnished under the Contract Documents. Work

is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, as required by the Contract Documents.

47. The words “approved,” “reasonable,” “suitable,” “acceptable,” “properly,” “satisfactory,” or words of like effect, unless otherwise particularly specified herein, shall mean approved, reasonable, suitable, acceptable, proper or satisfactory in the judgment of the Engineer.

GC-2

Contract Documents: Definitions

1. General

The Contract Documents comprise the following general classifications of documents, including all additions, deletions, and modifications incorporated before execution of the Agreement by the Mayor of City or after execution, if in accordance with the procedure set forth herein therefore:

Bidding Documents;
Contract Documents;
Conditions of the Contract;
Specifications;
Drawings and/or Plans;
Breakdown of Trade Wages form.

2. Bidding Documents

The Bidding Documents issued by City to assist Bidders in preparing their Bids may include the following:

- a. Notice to Bidders;
- b. Instructions to Bidders;
- c. The Bid Form;
- d. Any Written Addenda;
- e. Bid Bond or Other Security.

3. Contract Documents

- a. Agreement between City and Contractor;
- b. Bonds -
 - (1) Performance Bond in an amount equal to 100 % percent of the Contract Price;
 - (2) Statutory Bond in an amount equal to 100 % percent of the Contract Price. Applicable to all contracts in which the Contract Price is over \$100,000;
 - (3) Maintenance Bond in an amount equal to 100% percent of the Contract Price;
 - (4) Payment Bond in an amount equal to 100% percent of the Contract Price. Applicable to all contracts in which the Contract Price is \$100,000 or less.
- c. Any written Change Orders or Amendments

4. Conditions of the Agreement

- a. General Conditions of this Agreement, of which this paragraph is a part;

- b. Special Conditions of this Agreement;
 - c. All Federal, State and local laws and regulations applicable to this Agreement;
 - d. Wage requirements applicable to this Agreement.
5. Specifications and Drawings
- a. The most current version of the City of Lenexa's Technical Specifications in effect as of the date of execution of the Agreement. These Technical Specifications are hereby incorporated by reference into the Contract Documents and can be found on the City's website or may be purchased from the City.
 - b. Contract Drawings, including but not limited to, the Contract Drawings listed in the drawing index of the Contract Drawings.

GC-3

Preliminary Matters

1. Delivery of Bonds and Other Documents

When Contractor delivers the executed Agreement to City, Contractor shall also deliver to City such bonds or other security as Contractor may be required to furnish pursuant to the terms of this Agreement. At the same time, Contractor shall also deliver to City certificates of insurance (and other evidence of insurance requested by City) which Contractor is required to purchase and maintain pursuant to the terms of this Agreement, as well as a Certificate of Good Standing in the State of Kansas from the Kansas Secretary of State which is valid for the year in which construction is commenced.

2. Copies of Documents

City shall furnish to Contractor up to five copies (unless otherwise specified) of the Contract Documents. Additional copies will be furnished, upon request, at the cost of reproduction.

3. Commencement of Contract Time; Notice to Proceed

- a. The Contract Time will commence on the date stated in the Notice to Proceed;
- b. No Work shall be done at the site prior to issuance of a Notice to Proceed;
- c. Contractor shall notify the Engineer in writing of its construction schedule prior to commencing the Work;

4. Pre-Construction Conference

Before Contractor commences Work, a Pre-Construction Conference shall be held to review the progress schedules, to establish procedures for handling Shop Drawings and other submittals, and to establish a working understanding among the parties as to the Work to be performed pursuant to the terms of this Agreement.

GC-4

Schedules

1. Progress Schedule

- a. Prior to commencing the Work, City may require Contractor to submit to City an estimated progress schedule indicating the starting and

completion dates of the various phases of the Work, including the projected cost of each phase. The cost projection may serve as the basis for Progress Payments during the Work.

- b. Contractor shall provide an updated progress schedule with each application for payment indicating the Work that has been completed as well as estimated starting and completion dates for all phases of the Work that remain to be completed.
- c. Should the Work fall 20% or more behind schedule, the Contractor shall submit a revised schedule detailing corrective measures to be taken to complete the project within the time limits specified in the Agreement. City may require Contractor to add to his equipment or construction forces, as well as increase the working hours at Contractor's sole cost, if operations fall behind schedule at any time during the construction period. City may require Contractor to reimburse City for all costs, including charges of Engineer and City's professional consultants, caused by any increase in Contractor's allowable working hours as defined below. City may deduct such costs from any payment due Contractor.

2. Adjusting Progress Schedule

Contractor shall submit to the Engineer any adjustments to the progress schedule that reflect the impact of any unanticipated developments; such adjustments shall conform to the progress schedule and shall comply with all provisions of this Agreement.

GC-5 Contract Intent and Interpretation

The intent of this Agreement is to ensure complete, correct and timely execution of the Work. Any Work that is required, implied or inferred by the Contract Documents and is necessary to produce the intended result shall be provided by Contractor for the Contract Price.

When a word, term or phrase is used in this Agreement, it shall be interpreted or construed first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry, and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage. The word "include" and any derivative thereof shall be deemed to be followed by the phrase "without limitation."

Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual or code in effect at the time of bid award or at the Effective Date of this Agreement if there were no bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code, whether or not incorporated by reference in the Contract Documents, shall change the duties and responsibilities of City, Contractor, or any of their agents or employees from those set forth in the Contract Documents.

The apparent silence of Plans, Specifications, Special Conditions, or other Contract Documents as to any detail, or the apparent omission from them of a detailed description concerning any point, shall be regarded as meaning only that the best general practice is to be used.

Should anything which is necessary for a clear understanding of the Work be omitted from the Contract Documents, or should it appear that various instructions are in conflict, Contractor shall secure written instructions from City before proceeding with the Work affected by such omissions or discrepancies.

If, during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Contract Documents, Contractor shall, prior to proceeding with the Work affected by such conflict, report the findings to Engineer, in writing, immediately and shall obtain a written interpretation or clarification from the Engineer.

City may have requested an independent architect/engineer to prepare documents for the Project including the Drawings and Specifications for the Project, which should be accurate, adequate, consistent, coordinated and sufficient for completion of the Work. However, City makes no representation or warranty of any nature whatsoever to Contractor concerning such documents. Contractor acknowledges and represents that Contractor has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for completion of the Work, and Contractor has not, does not, and will not rely upon any representation or warranties by City concerning such documents.

In resolving inconsistencies among two or more sections of the Contract Documents, precedence shall be given in the following order:

First	Laws and Regulations
Second	Agreement Between City and Contractor
Third	Amendments
Fourth	Special Conditions
Fifth	General Conditions
Sixth	Specifications
Seventh	Drawings

Figured dimensions on Plans shall take precedence over scaled dimensions. Detailed Plans in the Contract Documents shall take precedence over General Plans.

The titles and headings printed on the Contract Drawings, the General Conditions, the Contract Specifications, and elsewhere in the Contract Documents are inserted for reference only.

GC-6

Amending and Supplementing Contract Documents

1. The Contract Documents may be amended to provide for additions, deletions or revisions to the Work, or to modify the terms and conditions thereof in one or more of the following ways:

- (a) Written Amendment; or
- (b) Change Order.

Contract Price and Contract Time may only be changed by written Amendment or by Change Order.

2. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized by:

- (a) Field Order;
- (b) Engineer's review and approval of a Shop Drawing or Sample;
- (c) Engineer's written interpretation or clarification.

GC-7 Reuse of Documents

Neither Contractor nor any Subcontractor, supplier, or other person or organization performing or furnishing any of the Work under a direct or indirect contract with City shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies) furnished and/or prepared by or bearing the seal of the Engineer.

GC-8 Easements and Rights-of-Way

If applicable, permanent and temporary construction easements and rights-of-way will be provided by City as shown on the Plans. Contractor shall confine the Work to the easements provided and shall carefully note where buildings, structures, or other obstructions will limit required working space. In the event that easements and rights-of-way are not available or are not secured, or if entry to property is denied by court order, injunction, litigation or any other reason, Contractor shall cease operations in such area and confine the Work to other areas approved by City. In the event of a delay arising from the securing of easements and rights-of-way, Contractor shall have no claim against City for damages arising from such delay but may request an extension of time pursuant to the terms of this Agreement.

GC-9 Use of Premises

Contractor shall confine the Work to the right-of-way limits and easements provided for the Project. Contractor shall provide, at no cost to City, for all additional lands and access thereto that may be required for temporary construction facilities, storage of materials, and equipment, staging area and field office. Contractor shall assume full responsibility for and indemnify City against any and all claims arising from the use of such additional lands and access.

Throughout the duration of the Work, Contractor shall keep the Work site free from accumulations of waste materials, rubbish, and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste material, rubbish, and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials and shall leave the Project site clean and ready for its intended use by City. Contractor shall restore to their original condition those portions of the Project site not designated for alteration by the Contract Documents.

Contractor shall not load nor permit any structure, streets or highways to be loaded with a weight that exceeds applicable load limits.

Contractor shall comply with all Federal, State and local laws and regulations, as well as any specific instructions from City.

If applicable, a laydown area will be provided at the site and shall be selected by City. If required, Contractor will furnish its own dunnage and weather protection.

No City equipment will be taken out of service or put into service without approval of the Engineer.

GC-10 Concealed Conditions

City will furnish to Contractor information in its possession concerning conditions below ground at the project site. Such information is furnished to Contractor only to make complete disclosure and for no other purpose. By furnishing such information, City does not represent, warrant or guarantee the accuracy of such information, either in whole or in part, nor shall City be liable for such information.

Contractor understands that City does not warrant or guarantee the accuracy of the various materials and information, including but not limited to soil tests, bore reports, utility locations and other such data, and as-builts in the case of renovation of, or addition to, existing facilities. Contractor warrants that it has examined the Project site and conducted such tests and examinations as it deems necessary to perform the Work pursuant to the terms of this Agreement.

Should concealed or unknown conditions that differ materially from conditions ordinarily encountered in the area and generally recognized as inherent in the Work of the character provided for in this Agreement be encountered, the Contract Price and Contract Time may be equitably adjusted by Change Order upon written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to any possible City responsibility, Contractor shall give City written notice of, and an opportunity to observe, the concealed or unknown condition. Failure of Contractor to make the written notice and claim as required herein shall constitute a waiver by Contractor of any claim arising out of, or related to such concealed or unknown condition.

GC-11

Reference Points, Permanent Markers and Staking

City shall provide engineering surveys for Work for the purpose of establishing reference points which, in the judgment of the Engineer, are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for all staking of the Work, shall protect and preserve the established reference points, and shall make no changes or relocations without prior written approval of City. All staking shall be performed by a licensed surveyor. Contractor shall report to Engineer whenever any reference point is lost, destroyed, or requires relocation because of changes in grades or locations, and Contractor shall be responsible for the cost of replacement or relocation of such reference points by the Engineer, including the cost of materials, surveyors and assistance as necessary.

Permanent section markers shall be replaced using recognized Kansas surveying procedures.

GC-12

Bonds

Contractor shall, in accordance with GC-3 of these General Conditions, furnish to City a Statutory or Payment Bond, Performance Bond and Maintenance Bond on forms approved by City and secured by a surety company acceptable to City. With each bond there shall be filed with City one copy of a "Power of Attorney" certified to include the date of the bonds. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in Kansas.

Contractor shall notify and obtain the consent and approval of Contractor's surety for all Change Orders and written amendments, if such notice is required by Contractor's surety or by law. Contractor's execution of a Change Order or written amendments to this Agreement shall constitute Contractor's warranty to City that the surety has been notified and that the surety consents to such Change Order or written amendment;

accordingly surety shall be conclusively deemed to have been notified of such Change Order or written amendment and to have expressly consented thereto.

If Contractor's surety or any Bond furnished by Contractor is declared bankrupt, or becomes insolvent, or its right to do business is terminated in the State of Kansas, or it ceases to meet the requirements herein, Contractor shall within five (5) days thereafter substitute an acceptable surety and appropriate Bond.

GC-13 Insurance

Contractor shall secure and maintain through the duration of this Agreement insurance (on an occurrence basis unless otherwise agreed to) of such types and in such amounts as required herein. Contractor shall provide certificate(s) of insurance confirming the required protection on the standard Acord insurance certificate forms. The certificate(s) are to be filed with City prior to commencement of any Work. City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the certificate.

Contractor, upon receipt of notice of any claim in connection with this Agreement, shall promptly notify City, providing full details thereof, including an estimate of the amount of loss or liability.

Contractor shall also promptly notify City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in excess of \$50,000.00, whether or not such impairment came about as a result of this Agreement.

If City subsequently determines that Contractor's aggregate limits of protection shall have been impaired or reduced to such extent that City determines such limits inadequate for the balance of the Project, Contractor shall, upon notice from City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to City.

Unless otherwise mutually agreed upon by City and Contractor, City will only accept coverage from an insurance carrier who offers proof that it:

- (1) Is licensed to do business in the State of Kansas; and
- (2) Carries a Best's policyholder rating of "A" or better; and
- (3) Carries at least a Class "X" financial rating.

Unless otherwise specified, City shall be shown as an additional insured on a primary and noncontributory basis on all general liability, automobile liability and any applicable umbrella or excess liability policies of insurance.

General Liability

Limits

Each Occurrence	\$ 500,000
Personal & Advertising Injury	\$ 500,000
Products/Completed Operations	
Aggregate	\$ 500,000
General Aggregate	\$ 500,000

Policy **MUST** include the following conditions:

- (a) Contractual Liability and Independent Contractors; and
- (b) Explosion, Collapse & Underground, if applicable.
(Certificate must confirm inclusion of "Blasting" coverage, if applicable)

Automobile Liability

Policy shall protect Contractor against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for Any Auto.

Notwithstanding the foregoing, should Contractor not own any automobiles, Contractor may request to amend the automobile liability requirement to allow Contractor to maintain only Hired and Non-Owned Autos.

Limits:

Each Accident, Combined Single
Limits, Bodily Injury and
Property Damage:.....\$500,000

Workers' Compensation

Insurance shall protect Contractor against all claims under applicable state Workers' Compensation laws. Contractor shall be protected against claims for injury, disease or death of employees for which, for any reason, may not fall within the provisions of a Workers' Compensation law. The policy limits shall not be less than the statutory limits currently applicable.

Employers' Liability

Bodily Injury by Accident: \$500,000 Each Accident
Bodily Injury by Disease: \$500,000 Policy Limit
Bodily Injury by Disease: \$500,000 Each Employee

Umbrella Liability

[Establish appropriate limits based on risk factors of contract]

An umbrella or excess liability policy in the minimum amount of \$3,000,000 each occurrence, \$ 3,000,000 aggregate is required. The umbrella or excess policy must be at least as broad as the underlying policies and include the following protection.

- A) General Liability;
- B) Automobile Liability; and
- C) Employers' Liability.

Owner's Protective Liability

On all contracts in excess of \$100,000, Contractor shall take out, pay for and deliver to City an Owner's Protective liability insurance policy, issued on an occurrence basis, naming the City of Lenexa, Kansas, as "named insured". The policy shall be maintained during the life of this Agreement. Limits of protection shall be at least \$500,000 Combined Single Limits, Bodily Injury and Property Damage. The policy shall contain no exclusion relative to any function performed by City or its employees in conjunction with this project. This Owner's Protective liability policy shall be primary insurance for City.

Subcontractors' Insurance

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

- (1) Cover all subcontractors in Contractor's general liability insurance policy; or
- (2) Require each subcontractor not so covered to secure insurance in the minimum amounts required of Contractor.

GC-14

Contractor Supervision

Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of the Work, but Contractor shall not be solely responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of the Work which is indicated in and required by the Contract Documents. Contractor shall be responsible to see that the finished work complies accurately with the Contract Documents.

Contractor is solely responsible to City for accomplishing the Work of this Agreement, including any of the Work performed by Subcontractors. Therefore, Contractor shall designate and maintain a resident superintendent on the Work at all times that Work is ongoing, who shall not be replaced without written notice to City. Contractor shall notify City prior to commencing the Work, providing the name of the resident superintendent. The superintendent will be Contractor's representative at the site and shall have authority to act on behalf of Contractor and Subcontractors; the superintendent shall also have the authority to direct Subcontractors at the Project site. All communications given to the superintendent shall be binding as if provided to Contractor and Subcontractors. Upon a finding by City that the superintendent has not adequately performed his/her duties under the Contract Documents, Contractor shall remove such superintendent and designate another resident superintendent that is agreed upon by City.

During Contractor's performance of this Agreement, Contractor shall provide City with the 24-hour telephone number in which the superintendent can be contacted at any time during the Project, fax number and address of the resident superintendent, which address shall be the headquarters of the superintendent authorized to receive drawings, instructions, or other communications, articles or things from City or its agents; and any such item provided to the superintendent or delivered to the resident superintendent's address in superintendent's absence shall be deemed to have been provided to Contractor from the time such item is delivered.

GC-15

Labor, Materials and Equipment

Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work, and perform the Work as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Project site.

Whenever the Engineer shall notify Contractor that any person on the Project is, in his opinion, incompetent, unfaithful, or disorderly or who uses threatening or abusive language to any person representing City when on the Project site or to any citizen, such person shall be immediately discharged from the Work and shall not be re-employed on the Project except with consent of the Engineer.

No Work shall be done between the hours of 6:00 p.m. and 7:00 a.m. nor on Saturdays, Sundays or legal holidays, without the written approval or permission of the Engineer, except such Work as may be necessary for the proper care, maintenance and protection of the Work already performed or of equipment, or in the case of an emergency. Requests for approval of such Work must be submitted to the Engineer two (2) working days prior to the requested start of such Work. Night Work may be established by Contractor, as a regular procedure, with the written permission of the Engineer, such permission however, may be revoked at any time by the Engineer.

Unless otherwise specified in the Contract Documents, Contractor shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities, and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.

Contractor shall be responsible for any damage to the Work, regardless of the cause, prior to Final Acceptance. Contractor shall repair any damage to the Work prior to Final Acceptance.

All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by City, Contractor shall furnish evidence (including reports or required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable supplier, unless otherwise specifically provided in the Contract Documents.

GC-16 Assignment of Contract

In case Contractor assigns all, or any part, of the monies due or to become due under this Agreement, the instrument of assignment shall contain a clause substantially as follows: "It is agreed that the right of the assignee in and to any monies due or to become due to Contractor shall be subject to all prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Agreement and that no money shall be paid to assignee on behalf of Contractor by City until such time as Contractor has discharged its obligations to City under this Agreement. It is expressly understood and agreed that no assignment shall be effective as against City unless the assignment complies with the foregoing."

GC-17 Substitute or Equivalent Items

"Approved Equal," where permitted by the Contract Documents or otherwise made feasible by market conditions, shall be approved as follows:

1. Contractor shall notify the Engineer in writing if it elects to use an approved equal specifically named in the Contract Documents;

2. If Contractor desires to use an “equal” not specifically named in the Contract Documents, it must first inform the Engineer and receive written approval for such substitutions. The Engineer has no obligation to approve such request and is not responsible for any delay or cost incurred caused by Contractor's request.

Contractor shall be solely responsible for design risks, delays and other claims arising out of any Approved Equal.

The Engineer will be allowed a reasonable time within which to evaluate each proposed substitute. The Engineer will be the sole reviewer, and no substitute “equal” will be ordered, installed, or utilized without Engineer's prior written review. City may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute “equal”. Whether or not the Engineer reviews a proposed substitute “equal,” Contractor shall reimburse City for the charges of the Engineer for evaluating each proposed substitute.

GC-18

Subcontractors, Suppliers and Others

Contractor shall not award subcontracts which total more than fifty percent (50%) of this Agreement and Contractor shall perform within its own organization Work amounting to not less than fifty percent (50%) of the total Contract Price. Should any Subcontractor fail to perform in a satisfactory manner, the work undertaken by such Subcontractor shall be immediately terminated by Contractor. Contractor shall be as fully responsible to City for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by the Subcontractors, as Contractor is for the acts and omissions of persons directly employed by Contractor. Approval by the Engineer of any Subcontractor shall not constitute a waiver of any right of City to reject Defective Work, material or equipment, not in compliance with the requirements of the Contract Documents. Contractor shall not make any substitution for any Subcontractor accepted by City unless the Engineer so agrees in writing.

Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to Contractor by the terms of the Contract Documents insofar as applicable to the Work of the Subcontractor and to give Contractor the same power to terminate any Subcontractor as City has to terminate Contractor under the provisions of the Contract Documents.

Nothing contained in the Contract Documents shall create a contractual relationship between any Subcontractor and City, nor shall anything contained in the Contract Documents create any obligation on the part of City to pay sums due any Subcontractor.

Prior to City's approval of this Agreement and no later than seven (7) days after Notice of Award, the Successful Bidder shall submit to City Engineer for City acceptance a list of the names of all Subcontractors and suppliers proposed for portions of the Work and shall designate which Work each Subcontractor is to perform.

The Engineer shall, prior to City's approval of this Agreement, notify the Successful Bidder, in writing, if City, after due investigation, has reasonable objection to any Subcontractor or supplier on such list, and Contractor shall substitute a Subcontractor or supplier acceptable to City at no additional cost to City. The failure of City to make objection to a Subcontractor within ten (10) days after presentation of the list of Subcontractors shall constitute an acceptance of such Subcontractor but shall not constitute a waiver of any right of City to reject Defective Work, material or equipment not in conformance with the requirements of the Contract Documents or to

request removal of a subcontractor during construction pursuant to the Contract Documents.

Contractor shall not make any substitution for any Subcontractor or supplier who has been accepted by City unless the Engineer determines that there is a good cause for doing so. City's disapproval of any Subcontractor shall not, under any circumstance, be the basis for an increase in the Contract Price or a claim for damages caused by such delay.

The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors, or suppliers or delineating the Work to be performed by any specific trade.

GC-19 Patent, Fees and Royalties

Contractor agrees to defend any claim, action or suit that may be brought against City, its governing body, officers, agents or employees for infringement of any Letters Patent of the United States arising out of the performance of this Contract or out of the use or disposal by or for the account of City of supplies furnished or Work performed hereunder, and Contractor further agrees to indemnify and hold harmless City, its governing body, officers, agents, and employees against all judgments, decrees, damages, costs and expenses recovered against it or them or sustained by it or them on account of any such actual or alleged infringement.

It is understood that all royalties and fees for and in connection with patents, or patent infringement, claims for materials, articles, apparatus, devices or equipment used in or furnished for the Work shall be included in the Contract Price. Final Payment to Contractor by City shall not be made while any suit or claim involving infringement or alleged infringement of any patent remains unsettled.

GC-20 Permits and Licenses

Contractor shall obtain and pay for all construction permits and licenses, including a license to do business within the City, unless otherwise stated. City shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening Bids, or if there are no Bids on the Effective Date of this Agreement. Contractor shall pay all charges of utility service companies for connections to the Work.

GC-21 Laws and Regulations

The Contract Documents comprise the entire Agreement between City and Contractor concerning the Work. The Contract Documents will be construed in accordance with the laws of the State of Kansas.

Contractor shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work.

If Contractor determines that the Specifications or Drawings are at variance with any Laws or Regulations, Contractor shall give City prompt written notice thereof, and any necessary changes will be in accordance with the Contract Documents. If Contractor performs any Work knowing or having reason to know that it is contrary to such Laws or Regulations, and without such notice to the Engineer, Contractor shall bear all costs arising therefrom.

Contractor shall at all times observe and comply with all Federal and State laws and City ordinances and regulations, which in any manner affect the conduct of the Work, and particularly in the handling, transportation, and use of explosives, and shall observe and comply with all orders, laws, ordinances and regulations which exist or which may be enacted later by governmental entities having jurisdiction or authority for such enactment. No plea of misunderstanding or ignorance thereof will be considered. Contractor and his sureties will indemnify and hold harmless City and all City's officers, agents and employees against any claims or liabilities arising from or based on the violation of any law, ordinance, regulation or order, whether by Contractor or its employees, agents or assigns.

GC-22 Taxes

Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the Project location which are applicable during the performance of the Work.

GC-23 Record Documents

Contractor shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Field Orders and written interpretations and clarifications in good order. These record documents together with all approved samples and a counterpart of all approved Shop Drawings will be available to City for reference. Upon completion of the Work, these record documents, samples and Shop Drawings shall be delivered to City.

Contractor shall maintain copies of records pertaining to the Work for a period of five (5) years from the date of Final Payment. Such records shall be made available to City for audit and review purposes upon written request therefore from City or its authorized agent(s) during the construction period and the five (5) year period following Final Payment.

GC-24 Safety and Protection; Notification of Property Owners/Occupants

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. All employees on the Project site and other persons who may come in contact with the Work;
2. All Work and all materials or equipment to be incorporated in the Work, whether in storage on or off the site;
3. Other property at the Project site or adjacent thereto, including but not limited to, trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of the Work.

In the performance of this Agreement, Contractor shall comply with all applicable Federal, State and local laws governing safety, health and sanitation. Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions, or as City may determine reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the Work covered by this Agreement.

Contractor is fully responsible for a safety program and all safety methods and procedures, whether or not City reviewed and/or accepted such safety program.

City may require Contractor to notify nearby property owners or occupants of nearby structures of certain construction activities. When required, Contractor shall provide a written notice, delivered at least 24 hours in advance of such activity, to affected nearby property owners or occupants of nearby structures describing the activity and the proposed activity schedule. Delivery of the notice may be accomplished by affixing the notice to the front entrance of the structure or by mailing the notice to the property owner or occupant of the structure 3 days prior to commencing the activity.

GC-25 Emergencies

In emergencies affecting the safety or protection of persons, the Work, or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from City, is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give City prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused by such emergencies. If the Engineer determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a written Amendment or Change Order will be issued to document the consequences of the changes or variations. City shall also have the right to immediately cure an emergency without notice to Contractor. In such case, the notice provisions of GC-42 shall not apply. However, all other provisions of GC-42 shall apply.

If City observes a situation in which it believes Contractor has not taken sufficient precaution for the safety of the public or the protection of the Project, City may direct Contractor to take immediate action and Contractor shall immediately respond.

GC-26 Shop Drawings and Samples

Contractor shall submit with such promptness as to cause no delay in its own Work or in the Work of any Subcontractor, or other contractor, five (5) copies of all shop, fabrication, assembly, foundation and other drawings and schedules required by this Agreement. City shall review, respond to, accept or reject such submissions within a reasonable time after receipt. Contractor shall make such revisions as deemed necessary. No Work shall be performed in connection with the fabrication or manufacture of material or equipment shown by any drawing thereof, nor shall any accessory, appurtenance or device not fabricated or manufactured by Contractor or its Subcontractors be purchased, until the drawing or drawings therefore have been approved as stipulated, except at Contractor's own risk and responsibility.

By submitting shop drawings, product data, samples, and similar submittals, Contractor represents that Contractor has determined and verified the materials, field measurements and field construction criteria related thereto and has checked and coordinated the information contained within such submittals with the requirements of the Work and the Contract Documents. All submittals must bear the following certifications, signed and dated by Contractor, and by any subcontractor, sub-subcontractor, or supplier who has prepared the submittal for Contractor:

“I certify that the requirements of the Contract Documents have been met and all dimensions, conditions, and quantities are verified as shown on the attached submittal.”

The foregoing certification will be deemed to have been inserted into any submittal from which it has been omitted.

Review for compliance and/or acceptance by City of drawings submitted by Contractor shall not relieve Contractor from responsibility for errors of any sort in Shop Drawings.

GC-27

Indemnification

To the fullest extent permitted by all applicable Laws and Regulations, Contractor shall indemnify and hold harmless City and their consultants, agents and employees from and against all claims, damages, losses and expenses direct, indirect or consequential (including but not limited to, fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense: (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

In any and all claims against City or any of their consultants, agents or employees by any employee of Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation described herein shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

GC-28

Separate Contracts

1. City reserves the right to perform by itself or let other contracts in connection with the Work. Contractor shall afford reasonable opportunity for the introduction and storage of materials and the execution of Work by City or others and shall properly connect and coordinate its Work with the Work of City or others.
2. If any part of Contractor's Work depends upon the Work of City or others, Contractor shall inspect and promptly report to City any defects in any such Work that renders it unsuitable for proper execution or results. Its failure to inspect and report shall constitute an acceptance by it of such other Work as fit and proper for the reception of its Work.

GC-29

Relations with Other Contractors

Contractor shall cooperate with all other contractors or workers who may be performing Work on behalf of City or any other entity, including utility companies, on any Work in the vicinity of the Work to be done under this Agreement, and it shall so conduct its operations as to interfere to the least possible extent with the Work of such contractors or workers. Contractor shall be responsible for any injury or damages that may be sustained by other contractors, workers or their work because of any fault or negligence on Contractor's part, and shall at its own expense repair or pay for such injury or damage. Any difference or conflict which may arise between Contractor and other contractors, in regard to their Work, shall be adjusted and determined by the Engineer. If the Work of Contractor is delayed or damaged because of any acts or omissions of any other contractor or contractors, including utility companies,

Contractor shall have no claim against City on that account; provided, however, City may in its discretion, grant an extension of the Contract Time.

When two or more contracts are being executed at one time in such manner that Work on one Contract may interfere with that of another, the Engineer shall decide which contractor shall cease work and which shall continue, whether the Work on both contracts shall progress at the same time, and in what manner the work is to proceed.

When the territory of one contract is the necessary or convenient means of access for the transportation or movement of men/women, materials or appliances required for the execution of another contract, such privileges of access or any other responsible privilege may be granted by City to Contractor so desiring to the extent which may be reasonably necessary.

In the event that Contractor is performing Work at a Project site on a Project involving City and one or more other private or governmental entities, which have their own contractors on site as well, Contractor shall advise City when it anticipates that there may be interference with the Work of any such other contractor. City shall, to the best of its ability, with input from Contractor as to coordination of the Work, seek to schedule work of the various contractors so as to avoid as much inconvenience and delay as possible; provided, however, that in the event Contractor experiences a delay as a result of the presence of other such contractors, Contractor shall not be entitled to additional compensation or damages for delay, rather, Contractor's only recourse shall be an extension of the Contract Time to be determined by the Engineer.

GC-30 City's Presence During Construction

City reserves the right to have persons present on the Project site during construction, but the presence of such persons does not relieve Contractor of its responsibility to comply with the Contract Documents.

GC-31 Changes in Work or Contract Price

The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at its expense without change in the Contract Price.

Without invalidating this Agreement and without notice to any surety, City may, at any time or from time to time, order additions, deletions, or revisions to the Work; such changes will be authorized by written amendments; Field Orders; or change orders. Upon receipt of any such document or order, Contractor shall promptly proceed with the Work involved which will be performed under the applicable contract conditions unless otherwise specifically provided.

1. Change Orders

City, without invalidating the Contract, may by Change Order direct changes in the Work which may result in an addition to or deduction from the Contract Price and/or changes in the Contract Time. All Change Orders shall be executed under the provisions of the original Contract Documents and shall be in writing signed by both parties. If the Change Order consists of a modification to the Contract Price, the value of such change shall be determined by the Engineer. Where changes in the Work involve a change in the quantity of any bid item, the Contract Price shall be revised by extension

of the quantities and Unit Price of all bid items so changed subject to written approval of the Architect/Engineer. In the event Contractor disagrees as to the increase/decrease in the Contract Price and/or the modification in the Contract Time, Contractor may pursue its rights under the dispute resolution provisions of this Agreement. While such dispute remains unresolved, Contractor shall nevertheless proceed to execute the Work in accordance with the Contract Documents as modified by said Change Order.

Except for Work done as a result of an emergency endangering life or property, no Work resulting in an addition to the Contract Price shall be done by Contractor nor shall a claim for an addition to the Contract Price be made by Contractor unless pursuant to the provisions of a Change Order.

2. Field Orders

City may order minor changes in the Work through Field Orders, which in no specific, concrete or substantial way increase or decrease the Work; and such minor changes in the Work shall not involve an addition or deduction from the Contract Price.

3. Written Amendments

City and Contractor may agree to change the terms of the Contract Documents, including the scope of Work, the Contract Price and Contract Time by executing a written amendment to the Contract Documents that is signed by both parties.

From time to time City may also issue written orders to Contractor for needed clarifications, modifications or corrections.

Should a difference of opinion arise as to whether the order constitutes extra Work for which additional compensation is due, and City insists on its performance, Contractor shall proceed with the Work after making a written request for a Change Order, and it shall keep an accurate account of its costs thereof. Contractor will thereby preserve the right to submit a claim therefore.

The Contract Price and Contract Time may only be adjusted by Change Order or Written Amendment. The value of any change in the Work which results in an addition/deletion to the Contract Price shall be determined at the option of City to be either by agreed lump sum or by unit prices named in this Agreement or subsequently agreed upon. In order to arrive at the value for any deletion, Contractor shall credit City with its projected cost(s), including overhead and fee for any Work which was previously included but which has been excluded by any such change.

No change in the Work shall entitle Contractor an extension to the Contract Time unless the Engineer determines that additional Contract Time is required and specifically so provides in the Change Order. No change in the Work shall entitle Contractor to delay damages. By executing a Change Order or Written Amendment, Contractor represents that Contractor is not entitled to an increase in the Contract Price or an extension of the Contract Time beyond that specified in the Change Order or Written Amendment for the Work to be performed under the Change Order or Written Amendment.

In the event that Unit Prices are provided for in the Contract Documents as to all or a part of the Work, if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed Unit Prices to the quantities of

Work proposed is substantially inequitable to either City or Contractor, the Unit Prices shall be reevaluated and may be adjusted by City.

No claim for extra Work of any kind will be allowed except as provided herein. If extra Work orders are given in accordance with the provisions of this Agreement, such Work shall be considered a part hereof and subject to each and all of the terms and requirements of this Agreement.

Contractor shall be responsible for notifying its surety(ies) of any modifications to the Contract Price or Contract Time, and said surety(ies) shall not seek discharge as a result of any failure on Contractor's part to notify surety(ies).

GC-32

Changes in Contract Time

The Contract Time may only be changed by a Change Order or Written Amendment. Any claim for an extension or shortening of the Contract Time shall be based on written notice delivered by the party requesting the change to the other party promptly and stating the general nature of the claim. A written claim with supporting data shall be delivered within thirty (30) days after such occurrence (unless the Engineer allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time shall be determined by the Engineer. Consideration may be given to requests for extensions of time due to inclement weather. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this paragraph.

In executing this Agreement, Contractor expressly covenants and agrees that, in undertaking to complete the Work within the time therein fixed, it has taken into consideration and made allowances for all hindrances and delays incident to such Work, whether growing out of delays in securing materials, workers, weather conditions or otherwise.

GC-33

Liquidated Damages

It is mutually understood and agreed by and between the parties to this Agreement, in signing this Agreement, that time is of the essence of this Agreement, and in the event Contractor shall fail to achieve Substantial Completion of the Work specified and required to be performed within the period of time specified in the Contract Documents binding both parties, after due allowance for any extension or extensions of Contract Time which may be granted pursuant to Change Order, Contractor shall pay to City, as stipulated liquidated damages and not as a penalty, the sum stipulated therefore in Table 1, as set forth later in this section, for each and every day that Contractor shall be in default. The liquidated damages set out in Table 1 shall not apply to any delay in achieving Final Completion after Substantial Completion has been achieved.

It is further mutually understood and agreed by and between the parties to this Agreement, in signing this Agreement, that in the event Contractor, after achieving Substantial Completion, fails to achieve Final Completion of the Work specified and required to be performed within the period of time specified in the Contract Documents binding both parties, after due allowance for any extension or extensions of Contract Time which may be granted pursuant to Change Order, Contractor shall pay to City, as stipulated liquidated damages and not as a penalty, the sum stipulated

therefore in Table 2, as set forth later in this section, for each and every day that Contractor shall be in default.

In the case of joint responsibility for any delay in accomplishing Substantial or Final Completion of the Work covered by this Agreement, where two (2) or more separate contracts are in force at the same time and cover Work on the same project and at the same site, the total amount of liquidated damages assessed against all contractors under such contracts, for any one day of delay in the Substantial or Final Completion of the Work will not be greater than the approximate total of the damages sustained by City by reason of such delay in completion of the Work, and the amount assessed against any one contractor for such one day of delay will be based upon the individual responsibility of such contractor for the aforesaid delay as determined by, and in the judgment of City.

In case of failure on the part of Contractor to effect completion within the Contract Time, City shall have the right to deduct from the total compensation otherwise due Contractor as liquidated damages, fixed and agreed to in advance, an amount according to the following schedules:

TABLE 1

<u>CONTRACT AMOUNT</u>			<u>LIQUIDATED DAMAGES</u>
0	to	25,000	\$ 75.00
25,001	to	50,000	125.00
50,001	to	100,000	200.00
100,001	to	500,000	400.00
500,001	to	1,000,000	600.00
1,000,001	to	2,000,000	925.00
2,000,001	to	5,000,000	1,375.00
5,000,001	to	10,000,000	2,000.00
10,000,001	and	up	3,000.00

TABLE 2

<u>CONTRACT AMOUNT</u>			<u>LIQUIDATED DAMAGES</u>
0	to	25,000	\$ 15.00
25,001	to	50,000	25.00
50,001	to	100,000	40.00
100,001	to	500,000	80.00
500,001	to	1,000,000	120.00
1,000,001	to	2,000,000	185.00
2,000,001	to	5,000,000	275.00
5,000,001	to	10,000,000	400.00
10,000,001	and	up	600.00

The amounts shown in Table 1 and Table 2 above shall be the sum due for each 24 hour calendar day, including weekends and holidays, that the Work remains incomplete over the specified Contract Time.

City shall have the right to deduct said liquidated damages from any moneys in its hands, otherwise due or to come due, to Contractor, or to sue for and recover compensation for damage for nonperformance of this Agreement.

If Contractor shall be delayed at any time in the progress of the Work by any act or omission of City or by any separate contractor employed by City, and over which Contractor has no control, then the Contract Time shall be extended by written Change Order for such reasonable time as City may decide, and no adjustment shall be made in the Contract Price. Additionally, Contractor represents that its bid includes all costs, overhead, and profit which may be incurred throughout the Contract Time. Accordingly, Contractor may not make any claim for delay damages based in whole or in part on the premise that Contractor would have completed the Work prior to the expiration of the Contract Time, but for any claimed delay, whether caused by City or any other cause.

GC-35 Work Stoppage

Contractor warrants to City that there shall be no Work stoppages or interruptions arising out of labor disputes, including, but not limited to, those due to the presence of both union and nonunion workforces at the Project site. Contractor further agrees that in the event of any strike, picket, sympathy strike, work stoppage or other form of labor dispute or picket in connection with the work of Contractor, other contractors, subcontractors, City, or any other person, Contractor will, contingent upon City providing a picket free entrance, continue to perform the Work required herein without interruption or delay. Anything in this Agreement to the contrary notwithstanding, in the event Contractor fails to continue performance of the Work without interruption or delay, because of such picket or labor dispute, City may terminate the services of said Contractor after giving 48 hours written notice to Contractor of its intent to do so, or City may invoke any of the rights set forth elsewhere in the Contract Documents.

GC-36 Warranty and Defective or Unacceptable Work

Contractor warranties and guarantees to City that all Work will be in accordance with the Contract Documents and will not be Defective or otherwise unacceptable. All Work which does not conform to the requirements of the Contract Documents shall be considered unacceptable. Defective Work, whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, found to exist within the two (2) year warranty period or such longer time as may be permitted by law, shall be removed immediately and replaced in an acceptable manner. This provision shall have full effect regardless of the fact that the Defective Work may have been done or the defective materials used with the full knowledge of City. No inspection by City of the Work nor Final Acceptance of the project by City shall relieve Contractor of its responsibility to perform pursuant to the Contract Documents and provide acceptable Work.

If City discovers Defective Work, then City shall provide a written notice to Contractor indicating the nature of the Defective Work and setting forth a time period to correct the Work. If Contractor fails to remove Defective Work within the time period set forth in the written notice, the rejected material or Work may be removed and corrected by City pursuant to the provisions of the Contract Documents permitting City to correct the Defective Work.

GC-37 Tests and Observations

Contractor shall give Engineer at least 48 hours prior notice of readiness of the Work for all required observations, tests or reviews.

If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) to specifically be tested, or if the Specifications require any testing or if

such testing is necessary to verify compliance with the Contract Documents then Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish Engineer with the required certificates of inspection, testing or approval. Contractor shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with City's review of fabrication material, or equipment proposed to be incorporated in the Work.

Neither observations by Engineer or inspections, tests or approvals by others shall relieve Contractor from his obligations to perform the Work in accordance with the Contract Documents.

GC-38 Uncovering Work

If any Work that is included in the Contract (including the work of others) that is to be observed or tested is covered without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover such work and Engineer has not acted with reasonable promptness in response to such notice.

If Engineer considers it necessary or advisable that covered Work that was previously inspected by City be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose or otherwise make available for observation, inspection or testing as Engineer may require, that portion of the work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, (including but not limited to fees and charges of engineers, architects, attorneys and other professionals), and City shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, Engineer shall determine the amount thereof. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and, if the parties are unable to agree as to the amount or extent thereof, Engineer shall determine the amount thereof. Nothing in this section shall impair either party's ability to make a claim for compensation as provided in the Contract Documents regarding the increase or decrease in Contract Price caused by uncovering the Work.

GC-39 City's Right to Stop Work

If the Work is Defective, or Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, City may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of City to stop the Work shall not give rise to any duty on the part of City to exercise this right for the benefit of Contractor or any other party. Further, such order by City shall not result in a claim by Contractor for an increase in Contract Time or Contract Price.

GC-40 Two Year Correction Period

If within two (2) years after the date of Final Acceptance or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be Defective, Contractor shall promptly, without cost to City and in accordance with City's written instructions,

either correct such Defective Work, or, if it has been rejected by City, remove it from the site and replace it with acceptable Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, City may have the Defective Work corrected or the Defective Work removed and replaced, and all direct and indirect costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by Contractor. In special circumstances where a particular item of equipment is placed in continuous service before Final Acceptance of the Work, the correction period for that item may start to run from an earlier date if so provided in the specifications or by written agreement.

GC-41 Acceptance of Defective Work

If, instead of requiring correction or removal and replacement of Defective Work, City prefers to accept the Defective Work, City may do so. Contractor shall bear all direct, indirect and consequential costs attributable to City's evaluation of and determination to accept such Defective Work (such costs to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals). If any such review occurs prior to City's approval of Final Payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and City shall be entitled to an appropriate decrease in the Contract Price; and, if the parties are unable to agree as to the amount thereof, City may make a claim therefore. If the review occurs after such recommendation, an appropriate amount will be paid by Contractor to City.

GC-42 City's Right to Cure Defective Work

If Contractor fails to correct Defective Work within the time period set forth in the notice of Defective Work or to remove and replace Defective Work as required by Engineer or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, City may, after seven (7) days written notice to Contractor, correct and remedy any such deficiency. In exercising its right under this paragraph City shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, City may exclude Contractor from all or part of the Project site, take possession of all or part of the Work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which City has paid Contractor but which are stored elsewhere. Contractor shall allow City, City's representatives, agents and employees such access to the Project site as may be necessary to enable City to exercise its rights under this paragraph. All direct, indirect and consequential costs of City in exercising such rights and remedies will be charged against Contractor and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and City shall be entitled to an appropriate decrease in the Contract Price, and if the parties are unable to agree as to the amount thereof, City may make a claim therefore. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of Work of others destroyed or damaged by correction, removal or replacement of Contractor's Defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by City of City's rights hereunder.

GC-43 Payments to Contractor

The schedule of values established as provided in the Contract Documents will serve as the basis for progress payments and will be submitted to the Engineer on a form supplied by City. Unit Price Work progress payments will be based on the number of units completed. Contractor shall submit Applications for Payment on a monthly basis. The date the first Application for Payment is submitted shall be as agreed to by the parties.

Contractor shall, during the last week of each monthly pay period, review quantities completed during that month with the assigned Project Inspector and establish the value of the Work performed in accordance with this Agreement since the last estimate was made. Contractor shall submit to Engineer for review an Application for Payment filled out and signed by the Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. All Applications for Payment shall include an updated and/or revised project schedule conforming to the requirements of GC-4. Contractor shall submit the Application for Payment within seven (7) days following the end of the period for which payment is being requested.

Engineer will, within seven (7) days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to City, or return the Application to Contractor indicating in writing Engineer's reason for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application. Engineer will, within seven (7) days, review the resubmitted application as detailed above. Twenty-One (21) days after presentation of the Application for Payment with Engineer's recommendation for approval, the amount recommended will, unless otherwise provided in the Contract Documents, become due and when due will be paid by Owner to Contractor. However, City may refuse to make payment of the full amount recommended by Engineer because claims have been made against City on account of Contractor's performance or furnishing of the Work or Liens have been filed in connection with the Work or there are other items entitling City to a set-off against the amount recommended, but City must give Contractor written notice stating the reasons for such action within 10 days after being presented with the recommended payment.

Payments by the City may be made using any of the following methods of payment, in its sole discretion; (a) automated clearing house ("ACH") or wire transfer; (b) checks; or (c) for payments under \$1,000, credit/purchasing cards. When utilizing the check option, all checks will be mailed to Contractor's place of business, without exception and may not be picked up in person by Contractor. When utilizing the ACH or wire transfer option, the transaction will occur within the timeframe provided herein with no advance or subsequent notice to the Contractor.

Upon presentation of certified copies of purchase bills and freight bills, City will permit inclusion in such monthly estimates payment for materials that will eventually be incorporated in the Project, providing that such material is suitably stored on the site at the time of submission of the estimate for payment. Such materials when so paid for by City will become the property of City and, in case of default on the part of Contractor, City may use or cause to be used by others these materials in construction of the project. However, Contractor shall be responsible for safeguarding such materials against loss or damage of any nature whatsoever, and in case of any loss or damage Contractor shall replace such lost or damaged materials at no cost to City.

City shall require at intervals as it shall determine and at any time before Final Payment is made for the Work specified herein that Contractor furnish City with written acknowledgments by all Subcontractors and vendors who have done Work or labor on, or who have furnished materials for this Project, that they have been fully paid by Contractor for such Work, or labor done or materials furnished by them.

Contractor's failure to furnish said list or to include all such Subcontractors and vendors shall not relieve Contractor or its surety of any obligation assumed under this Contract, nor shall City's request for such list create any obligation on City's part to verify accuracy. City may require, at its option, lien waivers on forms supplied by City. Further, it is agreed that Contractor shall promptly pay each subcontractor out of the amount paid to Contractor on account of such Subcontractor's Work, the amount to which such Subcontractor is entitled. In the event City becomes informed that Contractor has not paid a Subcontractor, City shall have the right, but not the duty, to issue future checks in payment to Contractor of amounts otherwise due hereunder naming Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by City, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit City to this procedure in the future.

Contractor warrants that title to all Work covered by an Application for Payment will pass to City no later than the time of payment. Contractor further warrants that upon submittal of an Application for Payment, all Work for which payments have been received from City shall be free and clear of liens, claims, security interest or other encumbrances in favor of Contractor or any other person or entity whatsoever.

Contractor has, per the Instructions to Bidders, bid this job net of all sales and compensation taxes. No Application for Payment shall include any amount for reimbursement of such taxes paid by Contractor resulting from Contractor's failure to use City's tax exemption certificate for any purchase in connection with the Work. Final Payment will not be made to Contractor until City has received a Project Completion Certification from Contractor along with a consent of surety to Final Payment.

Contractor shall be responsible for the return and/or exchange of surplus materials, and all credits for returned or exchanged materials shall be first submitted to City for approval. Applications for Payment shall reflect any such credits, and the Contract Price shall be adjusted as necessary to reflect such credits. Non-returnable excess materials shall be turned over to City, or, at its option, be removed from the Project site at Contractor's expense.

The acceptance by Contractor of Final Payment shall be and shall operate as a release to City of all claims and all liability to Contractor other than written claims in stated amounts as may be specifically reserved by Contractor for all things done or furnished in connection with this Agreement and for every act and neglect of City and others relating to or arising out of this Agreement. However, payment, final or otherwise, shall not release Contractor or its sureties from any obligations under the Contract Documents, the Bonds or insurance coverage, nor shall it be interpreted to constitute an acceptance of any Work not in accordance with this Agreement.

Applications for payment shall be approved by City, and after such approval, City will pay or cause to be paid an amount equal to the estimated value of the Work performed less a retained amount in accordance with the following schedule:

1. Ten (10) percent until construction is substantially complete;
2. When the Project is substantially complete the retained amount may be reduced to a lesser amount at the discretion of the Engineer.

GC-44

City's Right to Withhold Payment

City may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to Contractor, to protect City from loss because of:

1. Defective Work not remedied by Contractor nor, in the opinion of City, likely to be remedied by Contractor;
2. Claims of third parties against City or City's property;
3. Failure by Contractor to pay Subcontractors or others in a prompt and proper fashion;
4. Evidence that the balance of the Work cannot be completed in accordance with this Agreement for the unpaid balance of the Contract Price;
5. Evidence that the Work will not be completed in the Contract Time required for substantial or final completion;
6. Persistent failure to carry out the Work in accordance with this Agreement;
7. Damage to City or a third party to whom City is, or may be, liable;
8. Conditions unfavorable for the prosecution of Work, or because of conditions which, in the opinion of the Engineer, warrant such action.

GC-45

Substantial Completion

When Contractor considers the entire Work ready for its intended use and all final restoration and testing is complete, Contractor shall notify City in writing that the entire Work is substantially complete and request that Engineer issue a statement of Substantial Completion. Within a reasonable time thereafter, City and Contractor shall observe the Work to determine the status of completion. If City does not consider the Work substantially complete, City will notify Contractor in writing, giving its reasons therefore. If City considers the Work substantially complete, City will prepare a tentative statement of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the statement a tentative list of items to be completed or corrected before Final Payment. This list shall be called a Punch List. The statement shall state the responsibilities of City and Contractor for maintenance, utilities, damage to the Work and insurance if any of these items shall be treated differently upon Substantial Completion and shall further state the time within which Contractor shall complete the items on the Punch List attached thereto.

City shall have the right to exclude Contractor from the Work after the date of Substantial Completion, but City shall allow Contractor reasonable access to complete or correct items on the Punch List.

GC-46

Partial Utilization of Work by City

Use by City of any finished part of the Work, which has specifically been identified in the Contract Documents, or which City and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by City without significant interference with Contractor's performance of the remainder of the Work shall be permitted. Such use and operation shall not constitute an acceptance of the Work, and Contractor shall be liable for defects due to faulty construction until the entire Work under this Agreement is finally accepted and for a period of two (2) years or longer thereafter as stipulated in these Contract Documents or by other law or regulation.

GC-47

Completion and Final Payment

Upon written notice from Contractor that Work or an agreed portion thereof is complete, Engineer will make a final inspection with Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to remedy such deficiencies.

If a repeat final inspection(s) is required, Contractor shall bear the cost of such repeat inspection, if any, including engineering and other professional fees. After Contractor

has completed all such corrections and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, marked-up record documents and other documents - all as required by the Contract Documents, and after Engineer has indicated that the Work is complete, Contractor may make application for Final Payment request following the procedure for progress payment requests.

The Final Payment request shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to City) of all liens arising out of or filed in connection with the Work. In lieu thereof and as approved by City, Contractor may furnish receipts or releases in full; an affidavit of Contractor that the releases and receipts include all labor, services, material and equipment for which a lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which City or its property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to Final Payment. If any Subcontractor or supplier fails to furnish a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to City to indemnify City against any lien.

If, on the basis of Engineer's observation of the Work during construction and final inspection, he determines that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Final Payment certificates together with acceptance certificates will be submitted for payment.

GC-48

Waiver of Claims

Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither payment of any progress or final payment by City, nor the issuance of a certificate of Substantial Completion, nor any use or occupancy of the Work or any part thereof by City, nor any act of acceptance by City nor any failure to do so, nor any correction of Defective Work by City shall constitute an acceptance of Work not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents.

The making and acceptance of final payment shall constitute a waiver of all claims by Contractor against City other than those claims previously made in writing against City by Contractor, pending at the time of final payment and identified in writing by Contractor as unsettled as of the time of request for final payment.

GC-49

Suspension of Work

City may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to Contractor which shall fix the date on which Work shall be resumed. Contractor shall resume the Work on the date so fixed. Contractor will not be entitled to an increase in the Contract Price, but may be granted an extension of Contract Time for any suspension of Work made as a result of delays to the Work caused by utility companies, or other contractors outside of the City's control. Contractor will not be allowed an increase in the Contract Price or an extension of the Contract Time, if such suspension is made as the result of an act or omission of Contractor including but not limited to the occurrence of any one or more of the following events:

1. If Contractor fails to supply a qualified superintendent, sufficient skilled workmen, Subcontractors, or suitable materials or equipment;

2. If Contractor repeatedly fails to make prompt payments to Subcontractors or suppliers or for labor, materials, or equipment;
3. If Contractor disregards Laws and Regulations of any public body having jurisdiction;
4. If Contractor otherwise violates in any substantial way any provisions of the Contract Documents City shall have authority to suspend the Work wholly or in part, for such period of time as it may deem necessary, due to conditions unfavorable for the prosecution of the Work, or to conditions which in his opinion warrant such action, or for such time as is necessary by reason of failure on the part of Contractor to carry out orders given, or to perform any or all provisions of the Contract.

If it becomes necessary to suspend Work for an indefinite period of time, Contractor shall store all materials in such manner that they will not obstruct or impede the traveling public unnecessarily or become damaged in any way; take every precaution to prevent damage or deterioration of the Work performed; provide suitable drainage of the roadway and erect temporary structures and protective barriers where necessary. Contractor shall not suspend Work without written authority from City.

GC-50

Right of City to Terminate Contract

Without in any manner limiting the right of City to terminate the Contract or declare Contractor in default thereof for any reason set forth in the Contract Documents, if the Work to be done under this Agreement shall be abandoned by Contractor; or if this Contract shall be assigned by Contractor otherwise than as herein provided; or if Contractor should be adjudicated to be bankrupt; or if a general assignment of its assets should be made for the benefit of its creditors; or if a receiver should be appointed for Contractor or any of its property; or if at any time City believes that the performance of the Work under this Contract is being unnecessarily delayed, that Contractor is violating any of the conditions or covenants of this Agreement or the specifications therefore, that it is executing the same in bad faith or otherwise not in accordance with the terms of said Contract; or if all bid items of the Project are not completed within the Contract Time named for their completion or within the time to which such completion date may be extended; then, in addition to other rights City may choose to exercise, City may, at its option, serve written notice upon Contractor and its surety of City's intention to terminate this Agreement, and, unless within five (5) days after the serving of such notice upon Contractor, a satisfactory arrangement is made for the continuance thereof, this Contract shall cease and terminate. Whether or not a satisfactory arrangement has been proposed by the Contractor shall be in the sole discretion of the City.

In the event of such termination, or in the event that Contractor fails to perform and abide by any obligation set forth herein in any respect, City shall serve notice thereof upon the surety and Contractor within a reasonable time, and the surety shall have the right to take over and complete the Work; provided, however, that if the surety does not commence performance thereof within fourteen (14) days from the date of said notice of termination, City may take over the Work and prosecute same to completion, by contract or otherwise, for the amount and at the expense of Contractor, and Contractor and its surety shall be liable to City for any and all excess cost sustained by City by reason of such prosecution and completion; and in such event City may take possession of, and utilize in completing the Work, all such materials, equipment, tools and plants as may be on the site of the Work and necessary therefore. When Contractor's services have been so terminated, such termination shall not affect any rights or remedies of City against Contractor then existing or which may later accrue. Similarly, any retention or payment of monies due Contractor shall not release Contractor from liability.

City reserves the right, in its sole discretion and for its convenience and without cause or default on the part of Contractor, to terminate the Contract by providing written notice of such termination to Contractor specifying when such termination becomes effective. Upon receipt of such notice from City, Contractor shall: (1) immediately cease all Work; or (2) meet with City and, subject to City's approval, determine what Work shall be required of Contractor in order to bring the Project to a reasonable termination in accordance with the request of City. If City shall terminate for its convenience as herein provided, City shall compensate Contractor for all purchased materials and actual cost of Work completed to date of termination. Contractor agrees that it shall require all its Subcontractor agreements to contain a termination for convenience provision thereby releasing Contractor from its obligations to its subcontractors should City terminate this Agreement for convenience. The provision shall also contain a waiver of liability against City in the event of such termination. If after termination of the Agreement, it is determined that City did not have sufficient grounds to terminate for cause, the rights and obligations of the parties will be the same as if the termination had been for City's convenience.

GC-51 Right of Contractor to Terminate Contract

If, through no act or fault of Contractor, the Work is suspended for a period of more than ninety (90) days by City or under an order of court or other public authority, or City fails to act on any payment request within sixty (60) days after it is submitted, or City fails for thirty (30) days after formal approval by the Governing Body of a pay request to pay Contractor any sum then due, then Contractor may, upon seven (7) days written notice to City, terminate this Agreement and recover from City payment for all work executed. In addition and in lieu of terminating this Agreement, if City has failed to make any payment as aforesaid, Contractor may upon seven (7) days notice to City stop the Work until payment is made for all amounts then due. The provisions of this paragraph shall not relieve Contractor of his obligations to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with City.

GC-52 Dispute Resolution

City and Contractor agree that disputes relative to the Work shall first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Contractor shall proceed with the Work as per the Contract Documents as if no dispute existed; and provided further that no dispute will be submitted to arbitration without City's express written consent.

In order to preserve its rights to dispute a matter hereunder, Contractor must submit a written notice to City setting forth the basis for its complaint within twenty (20) calendar days following the occurrence giving rise to the claim or dispute.

GC-53 Notice

Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice. Unless otherwise specified in the Contract Documents, notice to Contractor shall be made to the resident superintendent with a copy to the individual who executed the Contract Documents

on behalf of Contractor. Notice to City should be made to City Engineer with a copy to City Attorney.

GC-54 Computation of Time

When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

A calendar day of twenty-four (24) hours measured from midnight to the next midnight shall constitute a day.

GC-55 Remedies Are Not Exclusive

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, including, but not limited to, the warranties, guarantees and obligations imposed upon Contractor and all of the rights and remedies available to City thereunder, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph shall be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents shall survive Final Payment and termination or completion of this Agreement.

GC-56 Street Signs and Traffic Aids; Designation and Maintenance of Haul Roads

Contractor shall be responsible for all preexisting traffic control devices at the project site, including installation, maintenance, removal and storage of such devices. All temporary and permanent traffic control devices supplied by Contractor shall comply with and be installed in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), current edition as revised, and the Traffic Control Devices Handbook both by the U.S. Department of Transportation and the Federal Highway Administration.

City may require Contractor to designate and maintain one or more “Haul Roads” for the purpose of transporting materials and debris to and from the Project site. When required, Contractor shall maintain the designated haul road(s) to the level of maintenance and appearance present before commencement of the Work, as documented by photographs or videotape.

GC-57 Force Majeure Events

Except as otherwise provided in the Contract Documents, no Party shall be liable for any failure to perform its obligations where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, tornado, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, or lockout..

Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable

events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

GC-58 Nondiscrimination

Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase “equal opportunity employer”; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include the provisions of (a) through (c) above in every subcontract and purchase order so that they are binding upon such subcontractors and vendors; (e) that a failure to comply with any of the requirements set forth above constitutes a breach of this Agreement and City shall have the ability to terminate this Agreement for such breach.

Contractor must execute a Certificate of Nondiscrimination as provided in K.S.A. 44-1030.

GC-59 EEOC

Contractor may be required under Section 60-1.40 Title 41, of the C.F.R. to develop a written Affirmative Action Compliance Program if Contractor has two or more employees. If Contractor is so required, it agrees to do so no later than 120 days after the Effective Date of the Contract and to maintain such program until such time as it is no longer required by law or regulations.

Contractor shall be bound by and agrees to the provisions of the Vietnam Era Veteran's Readjustment Act of 1974 and all regulations, rules and orders promulgated thereunder.

Contractor shall be bound by and agrees to the provisions of Section 503 of the Rehabilitation Act of 1973 and all regulations, rules and orders promulgated thereunder.

GC-60 Sexual Harassment

Harassment on the basis of sex is a violation of Sec. 703 of Title VII of the federal Civil Rights Act of 1964. Any such proven harassment of employees or of other persons shall be deemed a breach of the present Contract and it may be canceled, terminated or suspended, in whole or in part, by City.

Applying general Title VII principles, Contractor is responsible for the acts of its agents, employees and Subcontractors with respect to sexual harassment regardless of whether the specific acts complained of were authorized or were forbidden by Contractor and regardless of whether Contractor knew or should have known of their occurrence.

Contractor agrees to abide by all other federal, state or local laws, ordinances and regulations applicable to this project and to furnish any certification required by any federal, state or local governmental agency in connection with same.

GC-61 Governing Law

The Contract Documents comprise the entire Agreement between City and Contractor concerning the Work. The Contract Documents will be construed in accordance with the laws of the State of Kansas.

GC-62 Titles, Subheads and Capitalization

Titles and subheadings as used herein and other Contract Documents are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Contract Documents. Some terms are capitalized throughout the Contract Documents, but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

GC-63 No Waiver of Rights

No waiver by City of any breach of this Agreement shall be construed to be a waiver of any other or subsequent breach. Additionally, the failure of City to perform any duty required under the Contract Documents shall not act as a waiver of City's right to enforce Contractor's requirements under the Contract Documents.

GC-64 Severability

The parties agree that should any provision of the Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void but that the remaining provisions of the Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.

SPECIAL CONDITIONS – Chip Seal

SC-1 **Completion Date:** The calendar completion date for this project is August 21st, 2015. Refer to **Table 1** for Traffic & Work Restrictions.

SC-2 Restoration of street surface, parkway/lawn areas (including sprinkler systems) and all other areas abutting the construction shall be subsidiary to other items in the project. Contractor will also be responsible for repair or reconstruction of any utilities cut or damaged during construction. Restored parkway/lawn areas shall be sodded unless shown otherwise on the plans. When sprinkler systems are encountered and conflict with the construction, the Contractor shall remove sections of sprinkler systems as necessary to facilitate the construction of the project. The disturbed portion of the sprinkler system shall be capped so the remainder of the system may be operated during the construction period. The Contractor shall replace the removed sections of sprinkler system to existing or better condition after construction has been completed and prior to the installation of the sod. For any City owned sprinkler systems the Contractor shall contact the City parks and Recreation Department prior to removing any sprinkler system components.

SC-3 Traffic Control

- A. The Contractor shall supply flagperson, pilot cars, signs, etc. to control traffic through the work zone when deemed necessary by the Engineer. All traffic control shall conform to Chapter VI of the M.U.T.C.D. Access for local traffic shall be maintained at all times, and shall be included in the lump sum price bid for "Traffic control". See **Table 1**. For traffic control requirements and work restrictions.

Table 1 – TRAFFIC CONTROL REQUIREMENTS & WORK RESTRICTITONS							
LOCATION			TYPE	WORK WEEK RESTRICTION		REMARKS	VARIABLE MESSAGE BOARD (ONE WEEK PRIOR)
				DAYS	OVERLAY HOURS		
STREET	FROM	TO					
99 th Street	Legler Rd	Lackman Rd	Chip			†††	
Legler Rd.	95 th Street	99 th Street	Chip			†††	

* All concrete replacements and asphalt patching ‡.

SPECIAL CONDITIONS – Chip Seal

††† All pedestrian and vehicular travel ways shall be unrestricted and no work shall be performed during the following time frames; Chip Seal shall not be place until after July 19th. Any new surface asphalt and or crack seal material shall be in place prior to June 29th, for The City of Lenexa Moonlight Bike Ride.

‡ Per Technical Specification S-805 Traffic Control A. 21: *During non-working hours, all lanes of traffic in all directions shall be maintained. During non-peak traffic hours, the Contractor may, with the authorization of the Engineer, close traffic lanes necessary to facilitate construction. **The Contractor shall not perform any work that will restrict traffic in any way between the hours of 7:00 a.m. and 8:30 a.m. or 4:00 p.m. and 6:00 p.m. Monday through Friday.***

SC-4 The Contractor may close the cul-de-sacs to traffic during the work and during the curing period. The Contractor may close the residential streets to traffic during the work, and during the curing period. However, a work schedule must be submitted to the City and approved prior to closure of any streets. Consideration for approval will be the extent of the area affected by any such closure. The area affected at one time shall be held to a minimum.

SC-5 The Contractor shall notify all residents adjacent to the streets to be sealed by means of a doorknob hanger 48 hours in advance of the start of the slurry seal on each street. The information shall include the day and time of application, the expected period of time when all vehicles, pedestrians, and other traffic of any kind must stay off of the street, and a caution about walking or driving on the product.

SC-6 Twenty-four hours prior to the time of street closure the Contractor shall notify the Lenexa Police Department Dispatcher of the location and time of closure.

SC-7 Streets to receive a “Chip Seal” are shown in the plans.

SC-8 Pavement Markings:

- A. Permanent markings shall be applied within 7 days of re-opening the street/lanes to traffic. Temporary markings shall be applied immediately prior to opening the lanes to traffic. Temporary marking shall be removed prior to applying the permanent markings, but not more than 48 hours prior.
- B. Within 72 hours prior to installing the Chip Seal, the Contractor shall remove all existing pavement markings. Removal of the existing pavement marking shall be subsidiary to installation of the new pavement markings.

SC-9 Section S-303 “CRACK SEALING”, Delete the Method of measurement and the Basis of Payment and ADD the following:

METHOD OF MEASUREMENT: “CRACK SEALING” Shall not be measured separately, but shall be subsidiary to Micro, Scrub Seal and Chip Seal.

SC-10 The Curb and Gutter, Handicap Ramps and Sidewalk removal and replacement portion of the project includes some miscellaneous spot replacement. The Engineer shall mark specific locations in the field.

SPECIAL CONDITIONS – Chip Seal

- SC-11 Wherever Curb and Gutter, Sidewalk, or Pavement is to be replaced as part of this project, the removal shall be subsidiary to the installation of the new item. See the specification for the particular items for measurement and payment.
- SC-12 Pavement Patching and Base Repair shall be installed in areas designated in the field by the Engineer.
- SC-13 Section S-718 "SODDING": Delete the Method of Measurement and the Basis of Payment, and add the following:
METHOD OF MEASUREMENT: "Sodding" complete and accepted, shall be subsidiary to "Curb and Gutter", and shall not be measured separately.
Basis of Payment: "Sodding" shall not be paid for separately, but shall be subsidiary to "Curb and Gutter". Excavation and soil preparation for the sod; furnishing, transporting, placing, firming, watering, fertilizing, mulching, cultivating, and maintaining the sod; and all labor, tools, equipment, and incidentals necessary to complete the work shall be subsidiary to "Curb and Gutter".
- SC-14 Section S-204 "COMPACTION OF EARTHWORK", Delete the Method of Measurement and the Basis of Payment and ADD the following:

METHOD OF MEASUREMENT: "Compaction of Earthwork" shall not be measured separately for curb backfill, but shall be subsidiary to other items.

BASIS OF PAYMENT: "Compaction of Earthwork" shall be not be paid for separately for curb backfill, but shall be subsidiary to other items.
- SC-15 Section S-211 "UNCLASSIFIED EXCAVATION", Delete the Method of Measurement and the Basis of Payment and ADD the following:

METHOD OF MEASUREMENT: "UNCLASSIFIED EXCAVATION" shall not be measured separately for curb, but shall be subsidiary to the curb.

BASIS OF PAYMENT: "UNCLASSIFIED EXCAVATION" shall not be paid for separately, but shall be subsidiary to the bid item Curb & Gutter, R&R.
- SC-16 Curb and Gutter on the Arterial Streets normally rests on asphalt. In replacing the curb and gutter, it may be necessary to pour additional depth of concrete to achieve a smooth curb profile. Should it be necessary to pour the additional depth of concrete, the additional depth will be subsidiary to the new curb.
- SC-17 Section S-306 "PAVEMENT PATCHING" of the Technical Specifications shall be modified as follows:
Pavement patching shall be for the full depth of the pavement except as designated in the field by the Engineer. In locations designated in the field by the Engineer, patching shall conform to the detail for Pavement Patching shown in the plans. Measurement and Payment shall be in accordance with Section S-306.

SPECIAL CONDITIONS – Chip Seal

- SC-18 The Contractor shall notify the occupants of all businesses and residences where curb is to be replaced 48 hours prior to beginning the construction. The form of the notification shall be a door-hanger. The text for the door-hanger shall be approved by the Engineer prior to printing.
- SC-19 All work within or in the vicinity of the Railway right of way shall be performed by the Contractor in a manner satisfactory to the Railway and shall be performed at such time and in such manner as not to interfere unnecessarily with the movement of trains or traffic upon the tracks of the Railway. The Contractor shall use all care and precautions necessary to avoid accident or damage to, or interference with, the Railway's tracks or trains and shall notify the Railway a sufficient time in advance wherever the contractor is about to perform work on or adjacent to the Railway's right of way and tracks to enable the Railway to furnish flagging and such other protective services and devices as in the Railway's judgment may be necessary to insure the safety of Railway operations. The vicinity of the railway shall include any work within 25' of the centerline of the nearest track to the work.

SC-20 CHIP SEAL

A. DESCRIPTION

This work shall consist of applying an emulsified asphalt followed by an application of a cover aggregate, on a previously cleaned and prepared surface with additional requirements as indicated herein and as directed by the Engineer.

1. Interim pavement markings shall be applied to streets after chip seal is completed.
2. Chip Seal will be scheduled to begin on June 1 and be completed by September 30.

B. MATERIALS FOR CHIP SEAL

Chip Sealing shall be done using the following materials in the proportions specified.

1. Aggregate

The aggregate to be used as cover material for bituminous sealing of streets shall be crushed granite, as set forth below:

Percent Retained on Square Mesh Sieves

1/2"	3/8"	#4	#8	#30	Pan
0	0	0-35	35-100	95-100	99-100

Type: Crushed granite no asphalt pre-coat required. Aggregate color for granite shall be gray in color.

a. Aggregate Testing

The Contractor shall furnish the Project Engineer test results as specified under Section 1108 of the Kansas Department of Transportation, Standard Specifications, the latest special provisions issued by KDOT. Aggregate must have a

SPECIAL CONDITIONS – Chip Seal

minimum soundness of .90 and a maximum wear of 30% as defined in 1108.2b, and should not exceed the allowance for deleterious substances as defined in 1108.2c.

The contractor will also furnish the Project Engineer the results of ASTM-D6928-08 modified as follows:

Aggregate for the test sample shall be an oven-dried sample of 1500 g +/- 5 g as follows:

Passing	Retained	Mass
4.75-mm	2.38-mm	1500 g

Perform procedure 9.3 by running the machine for 95 minutes.

Maximum permitted loss for the finer gradations specified when testing using ASTM-D6298-08 as modified above is 15%. Tests shall be performed from representative samples of the first 500 tons produced, second 1,000 tons produced, and 1,000 tons produced thereafter; at the supplier's expense. The contractor shall have at all times a minimum one day supply of aggregate.

2. Bituminous Material

A copy of the test report on the emulsified asphalt from the oil refinery shall be submitted to the Project Engineer a minimum of 15 days prior to any operations and thereafter a new series of tests shall be provided for every 5,000 gallons of emulsion used. The modified asphalt emulsion shall conform to Special Provision 07-12001-R01 when tested in accordance with the specified test method.

The asphalt emulsion shall be polymer modified as noted and shall be pre-approved or certified CRS-1HP.

C. CONSTRUCTION REQUIREMENTS

1. Preparation of Road Surfaces

Prior to application of bituminous material, the surface to be treated shall be cleaned and swept of all foreign material and dust. Dispersion of dust and debris into the air and surrounding environment shall not be allowed.

2. Protection of Utilities

Utility covers, manholes, grated inlets, curb inlets, and traffic device covers located in the roadway shall be protected from coverage and referenced for prompt location and cleaning following application. The Contractor shall be responsible for covering, locating, removing and cleaning following application. The methods used to protect, reference, locate and clean shall be submitted by the Contractor and shall be subject to approval by the Project Engineer. All such materials shall be removed and properly disposed of by the Contractor at the end of each workday.

3. Maintenance of Traffic

All construction operations shall be coordinated to result in the least practical delay of traffic. One way traffic shall be maintained at all times. The Contractor shall provide traffic control as necessary to conform to the latest revision of the Manual of Uniform Traffic Control Devices (MUTCD). The work shall be coordinated so that traffic

SPECIAL CONDITIONS – Chip Seal

will permitted upon the sealed surface within 15 minutes after pneumatic rolling is completed.

4. Temporary Lane Markings

The contractor shall place rubber chip seal markers on existing pavement markings prior to placing the chip seal. The contractor shall ensure both sides of the markers are clearly visible after placing the chip seal. Prior to application of the final pavement markings the chip seal markers shall be removed by cutting flush with the surface of the chip seal.

Payment for these items of work are considered subsidiary to the work.

5. Test Strip

The Contractor shall construct a continuous 500 foot long by lane width test strip. This shall determine the initial optimum bituminous application rate, and aggregate application rate. The Project Engineer will review the test strip the next workday. If the review shows the test strip meets the requirements in Section k then notice to proceed will be issued. Should deficiencies be noted, the Project Engineer may require another test.

6. Weather Limitations

Bituminous sealing shall be done only during the contract period specified. Ambient air temperatures must be a minimum of 60 degrees Fahrenheit and rising. Pavement temperature must be a minimum of 70 degrees Fahrenheit. Chip seal operations shall not be performed if any of the following conditions exist:

- a. Impending weather conditions do not allow for curing or if temperatures are forecasted below 50 degrees Fahrenheit within 24 hours from the time of work.
- b. The existing pavement temperature is 130 degrees Fahrenheit or above.
- c. If pavement has surface water standing and/or pavement surface is saturated.
- d. Within 12 (twelve hours) after a ¼ inch or more rain.

7. Application of Modified Bituminous Material

Material shall be applied at a minimum rate of .32 (thirty-two hundredths) gallon per square yard. Application temperatures shall be between 150 degrees Fahrenheit and 185 degrees Fahrenheit. If the target application rate is not the optimum application rate due to gradation of the aggregate, the absorption of the aggregate, surface temperature, or due to existing surface conditions of the pavement, immediately notify the Project Inspector and document the starting point of the new rate. Prior to application, ensure sufficient cover aggregate is available for immediate application. The Contractor shall ensure even application volume and profile at start and stop points. All non-machine chip seal applications shall be performed prior to moving to a new subdivision.

The spread length of bituminous material shall not exceed that which can be covered immediately. Under no circumstance shall the bituminous material remain uncovered long enough to impair retention of the cover material.

SPECIAL CONDITIONS – Chip Seal

8. Application of Aggregate

Immediately following the application of the bituminous material, apply cover aggregate uniformly without ridges or laps at a rate of 22 pounds per square yard, adjusted as directed by the Project Engineer to produce a minimum of excess loose particles.

Apply cover aggregate at a rate necessary to provide full coverage of the bituminous material and to avoid tracking. If the target application rate is not the optimum application rate due to gradation of the aggregate or due to existing surface conditions of the pavement, immediately notify the Project Engineer and document the starting point of the new rate.

At no time shall tires of the dump trucks or aggregate spreader come in contact with the fresh bituminous material.

Prior to rolling, correct deficiencies in application of cover aggregate in a manner satisfactory to the Project Inspector.

At the time of delivery to the roadway, the moisture content of the cover material shall not exceed 3% by mass (dry unit weight) of the aggregate. In no case shall free moisture be draining from the truck.

After rolling, protect the surface from traffic damage during the period required for the bituminous material to cure sufficiently to prevent dislodging of aggregate particles by normal traffic. During this period correct deficiencies of cover aggregate by spreading additional aggregate or by light brooming.

9. Manipulation

Immediately following the application of the aggregate, the aggregate shall be embedded by pneumatic tired rollers.

Initial rolling of the chip seal shall consist of a minimum of 1 complete coverage and shall begin within 90 seconds after placement of aggregate.

The distance between the rollers and the chip spreader shall at no time exceed 200 feet. A minimum of 3 complete coverages with pneumatic tired rollers shall be made on the chip seal within 10 minutes after application of the cover material. Rollers shall be ballasted to a minimum weight of 10 tons. A minimum of 2 rollers shall be used with each chip spreader.

10. Sweeping

All streets shall be swept at least twice following the chip seal application. Loose aggregate shall be removed from the surface of the street as soon as the bituminous material has cured enough to prevent damage by sweeping within a period not to exceed 24 hours after surface treatment. Loose aggregate displaced on driveways, sidewalks, and side streets shall be blown into the street and curb line shall be mechanically broomed away from the curb prior to the first sweeping. Streets shall be swept again 72 hours or less after the initial sweeping, or as approved by the Project Engineer. Loose aggregate on driveways, sidewalks, and side streets shall be blown into the street prior to the second sweeping. All loose aggregate shall be removed from driveways, sidewalks, side streets, and chip seal surfaces during the second sweeping.

SPECIAL CONDITIONS – Chip Seal

11. Acceptance

During application of chip seal the work will be inspected for deficiencies resulting from poor workmanship, flushing, tracking from equipment, surface patterns, loss of aggregate, sweeping, unsealed areas, minimum overlap on longitudinal joints, and minimum overlap on construction joints.

The following shall be verified daily:

- a. Finished surface has no more than 4 tears or untreated areas greater than 1 inch wide and 4 inches long in any 120 square yard area.
- b. Joints appear neat and uniform without buildup, uncovered areas, or unsightly appearance.
- c. Longitudinal joints have less than a 2 inch overlap on adjacent passes.
- d. Transverse joints have no more than $\frac{1}{4}$ inch difference in elevation across the joint as measured with a 6 foot straightedge.
- e. Chip seal edge is neat and uniform along the curb lines.
- f. Chip seal edge has no more than a 2 inch variance in any 100 feet along the curb line.

For project acceptance the Contractor and the Project Engineer will review completed work. The finished work must meet the following requirements:

DEFECT*	SEVERITY
Surface Patterns	Alternate lean and heavy lines (Ridges or streaking over the surface.)
Bleeding / Flushing	Distinctive Appearance (Excess bituminous material on surface.)
Loss of Cover Aggregate	Patches or lines of aggregate lost from surface.

* Defect does not exceed the extent of any surface defect by more than 20% of any 120 square yard area. The beginning of any 120 square yard area will be the start of any individual defect.

D. MEASUREMENT AND PAYMENT

The Engineer will measure Chip Seal, First Sweeping and Second Sweeping by the square yard of completed and accepted work.

Payment for "Chip Seal" of the specified type at the contract unit price bid is full compensation for furnishing all materials, for all labor, tools, equipment and incidentals necessary to complete the work

Payment for "First Sweeping" and "Second Sweeping" at the contract unit prices bid is full compensation for furnishing all materials, for all labor, tools, equipment and incidentals necessary to complete the work.

LIEN WAIVER AND RELEASE

Name of Supplier/Subcontractor

Amount Received

Address

Phone

____/____/____ (Date)

I, the undersigned, on behalf of _____, (“Subcontractor”), which contracted with _____ (“Contractor”) to provide labor, services, machinery, tools, equipment, supplies, and/or materials for the benefit of the City of Lenexa, Kansas (“Owner”) for a project titled 2015 PMP Chip Seal (“the Project”), hereby represent that full payment has been received for all labor, services, machinery, tools, equipment, supplies, and/or materials, and in consideration of the aforesaid payment does hereby absolutely waive and release forever the Project property, Owner, and Contractor from any and all liens, statutory or otherwise, which might accrue under the laws of the State of Kansas by virtue of the aforesaid work, labor, services, machinery, tools, equipment, supplies, and/or materials furnished prior to the date of execution of this Lien Waiver.

In execution of this instrument, I hereby testify that the same has been signed by me of my own free will and accord and that I have authority to execute this document on behalf of Subcontractor.

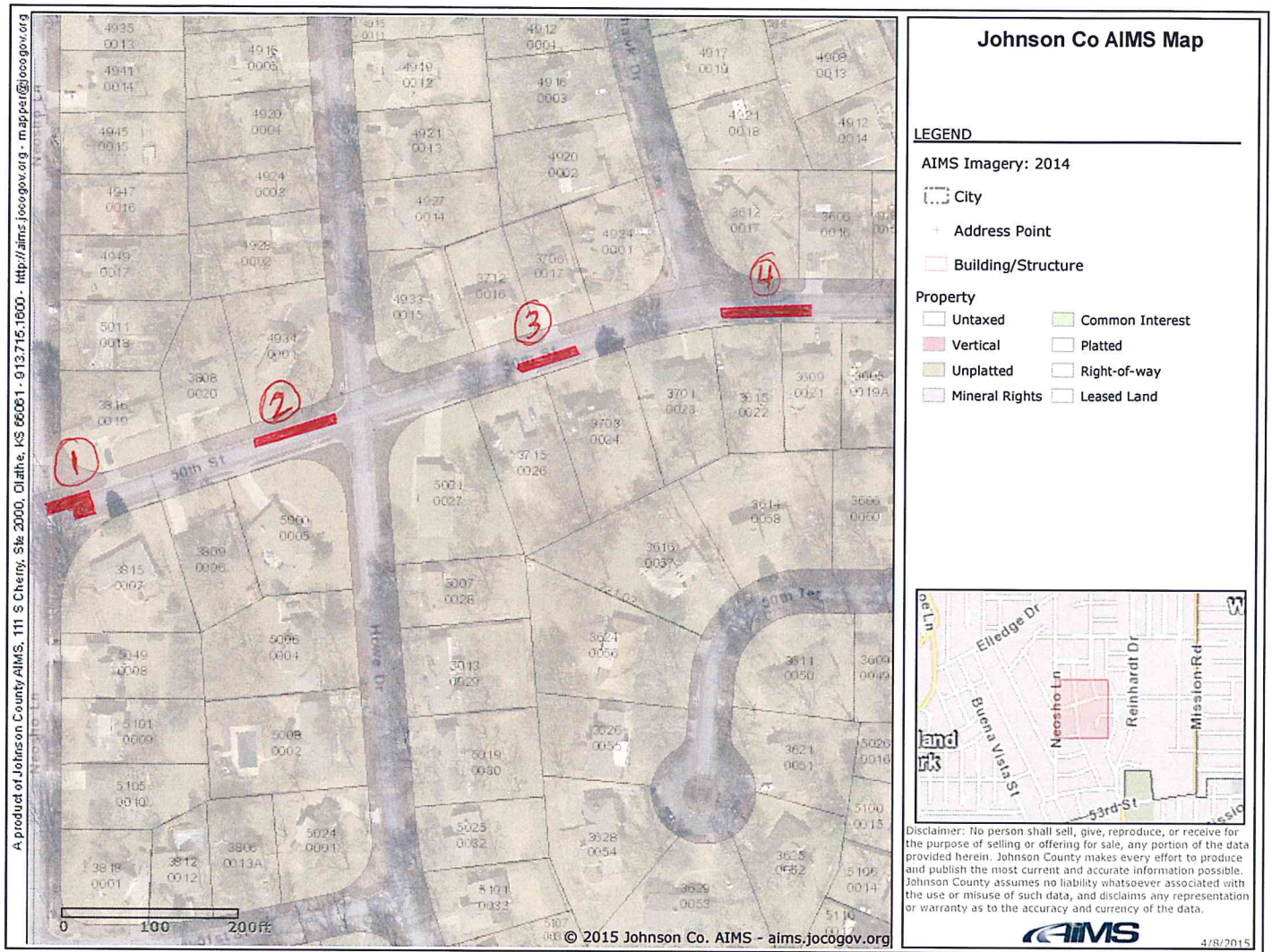
NAME OF SUPPLIER/SUBCONTRACTOR

By: _____
(Signature)

(Printed Name)

(Title)

Attest: _____
(Secretary)



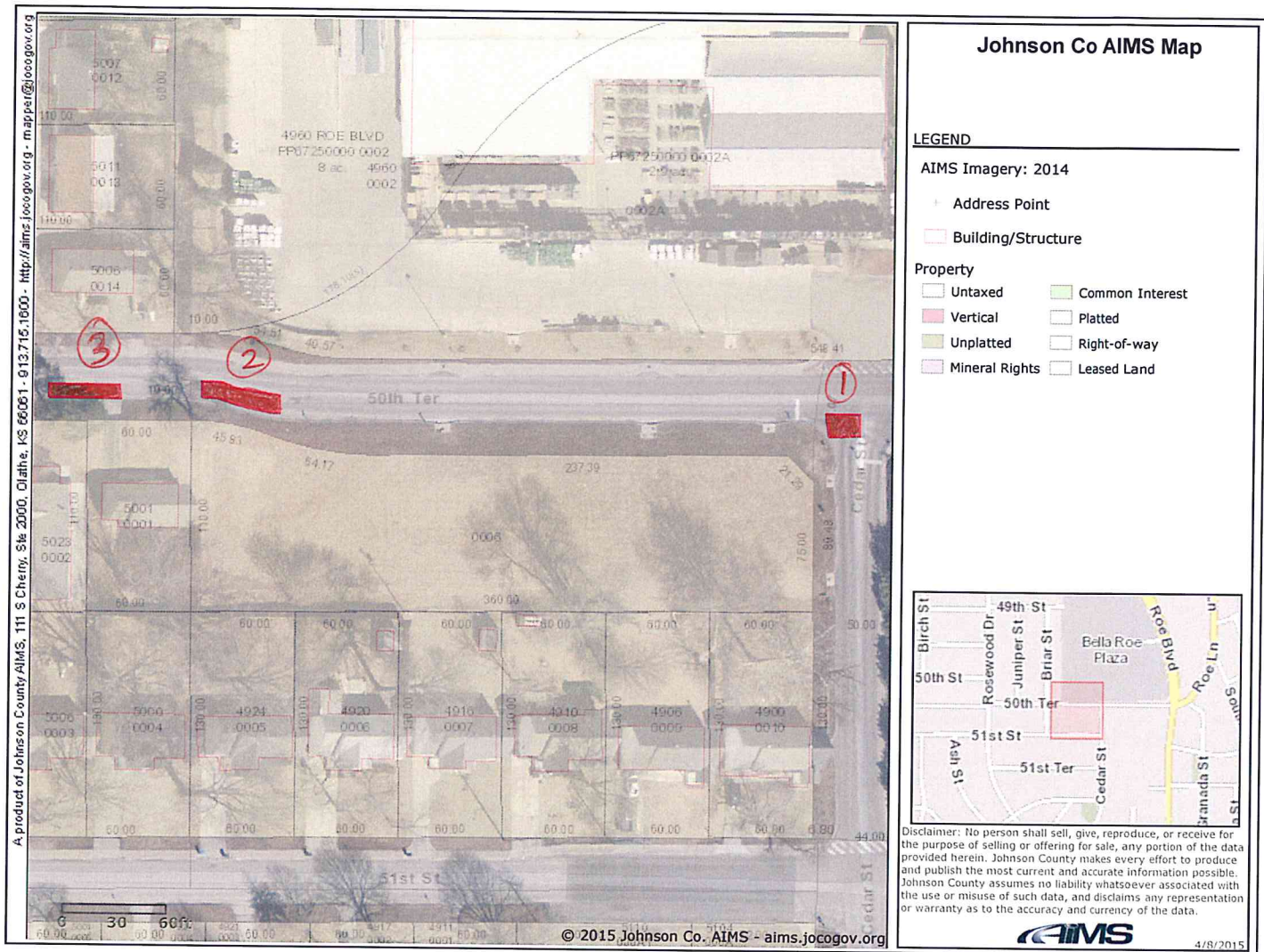
50th Street

① 64 sqyd

② 40 sqyd

③ 30 sqyd

④ 93 sqyd

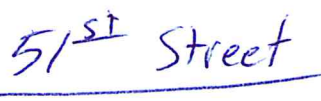


50th Terrace

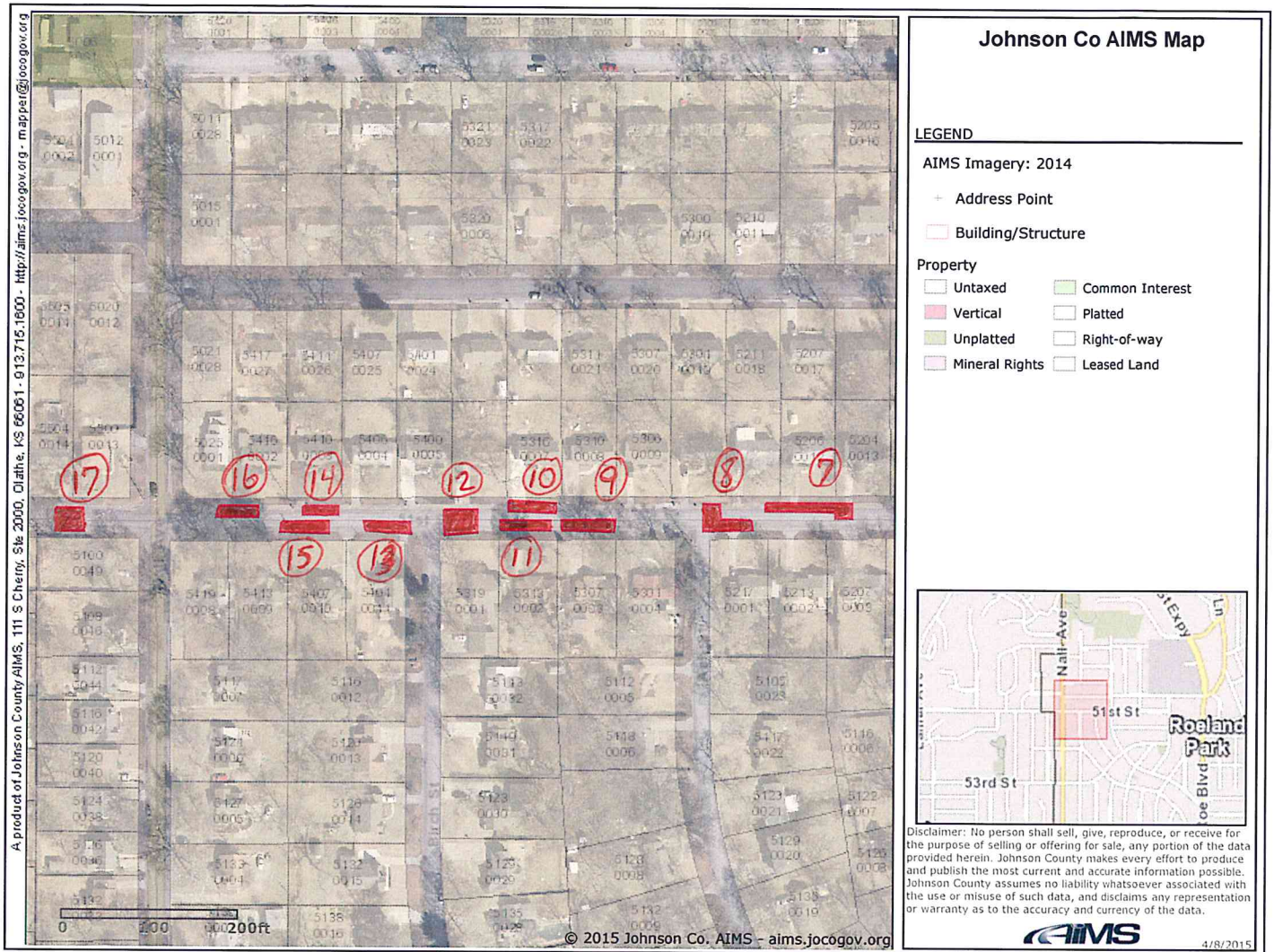
① 50 sy

② 90 sy

③ 80 Sy

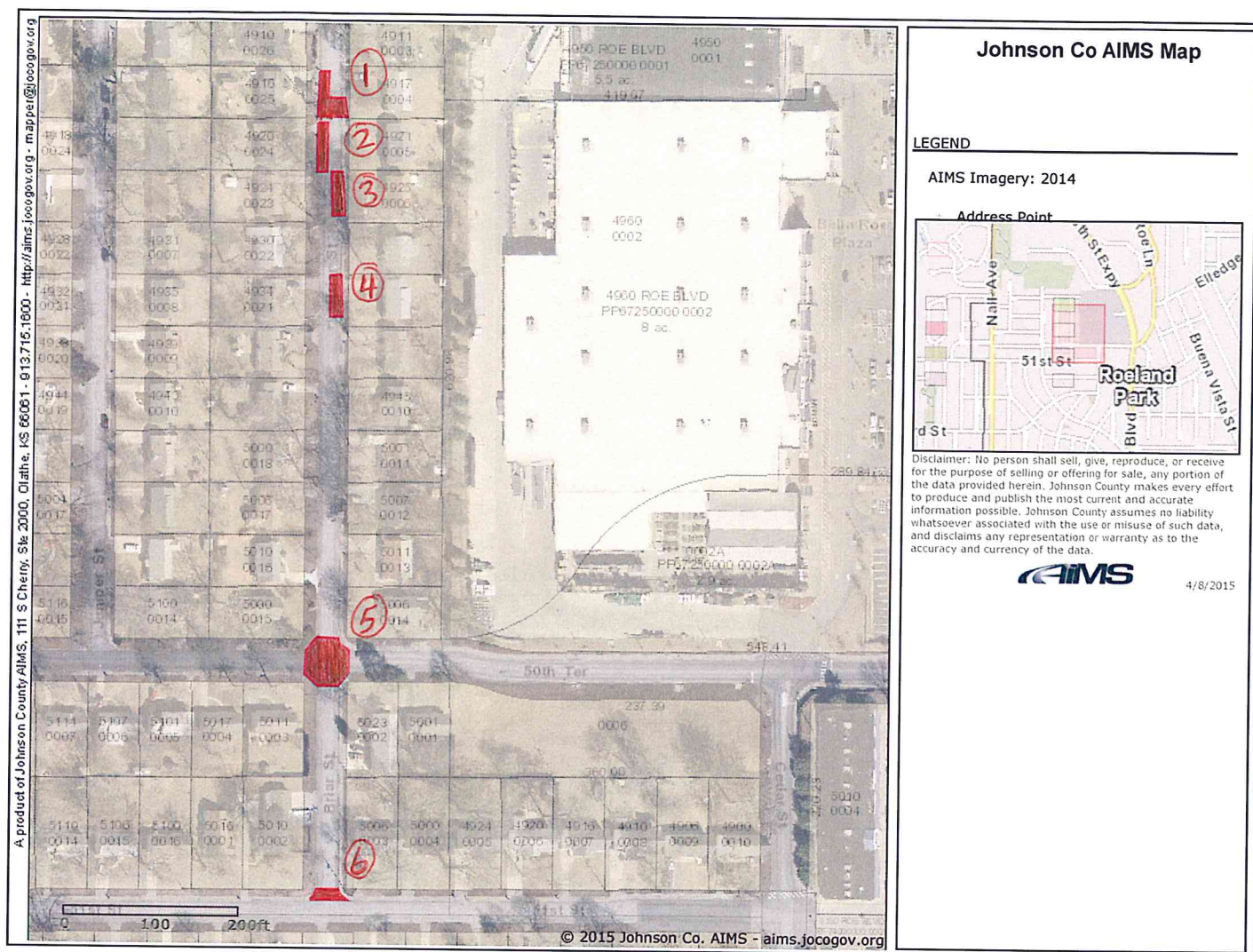


- ① 137 sayd
- ② 27 sayd
- ③ 67 sayd
- ④ 42 sayd
- ⑤ ~~39~~ sayd
- ⑥ 64 sayd



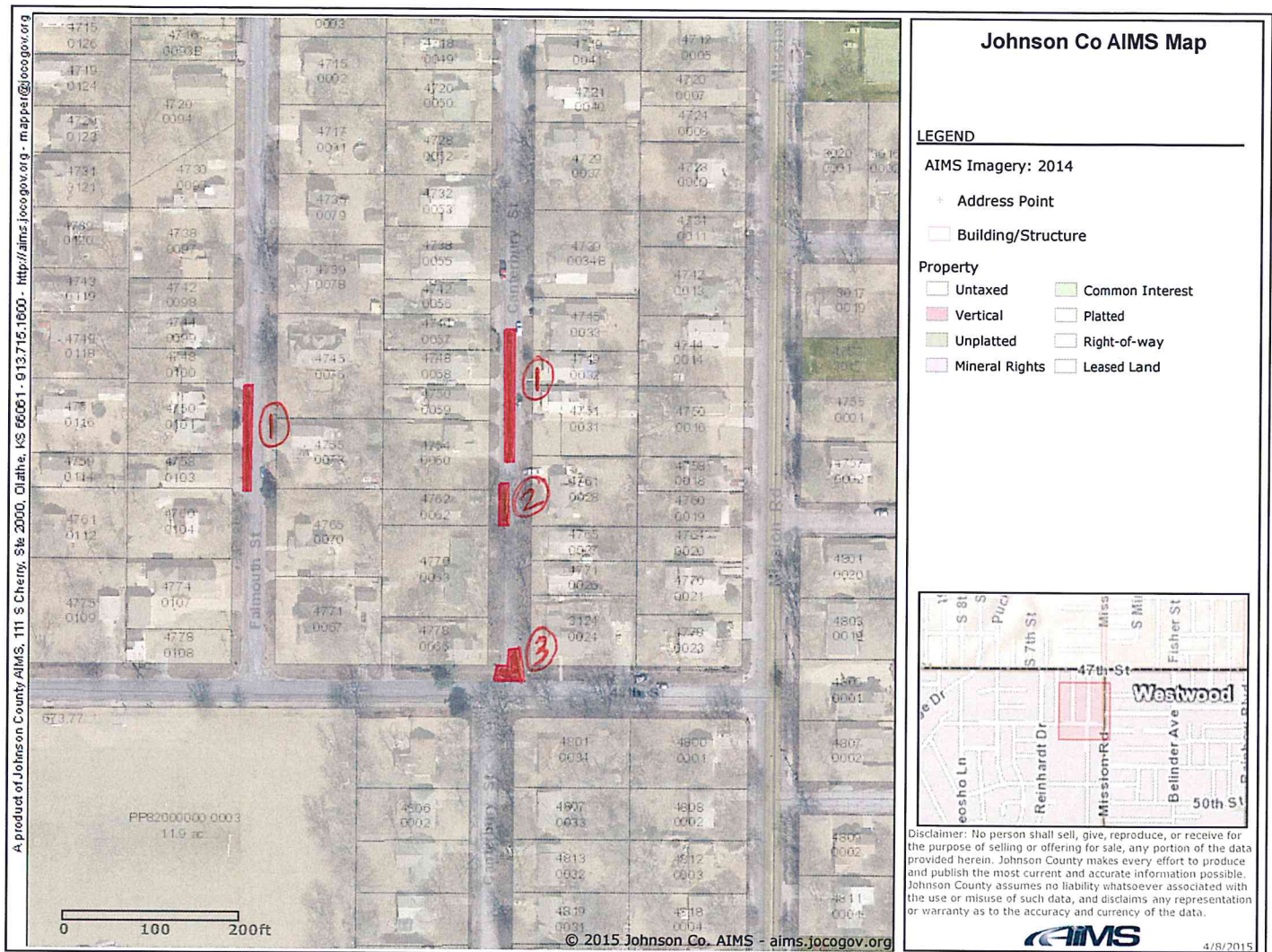
51st street

- | | |
|--------------|------------|
| ⑦ 62 sqyd | ⑫ 56 sqyd |
| ⑧ 93 sqyd | ⑬ 21 sqyd |
| ⑨ 91 sqyd | ⑭ 20 sqyd |
| ⑩ 56 sqyd | ⑮ 37 sqyd |
| ⑪ not needed | ⑯ 40 sqyd |
| | ⑰ 103 sqyd |



Briar St

- ① 89 sy
- ② 19 sy
- ③ 40 sy
- ④ 27 sy
- ⑤ 389 sy



Canterbury St

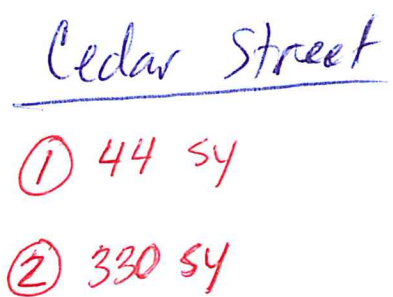
① 67 sqyd

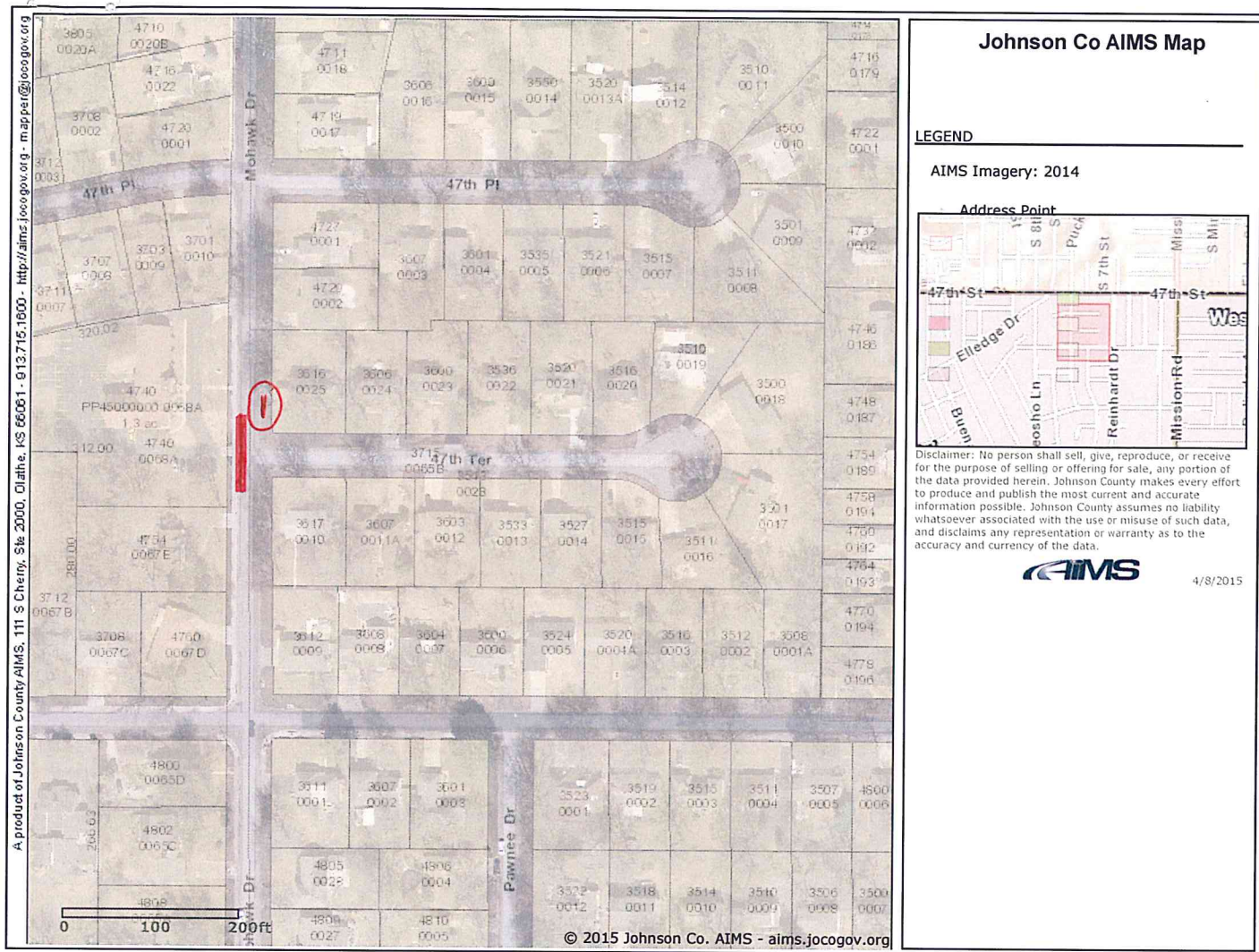
② 38 sqyd

③ 38 sqyd

Falmouth St

① 14 sqyd

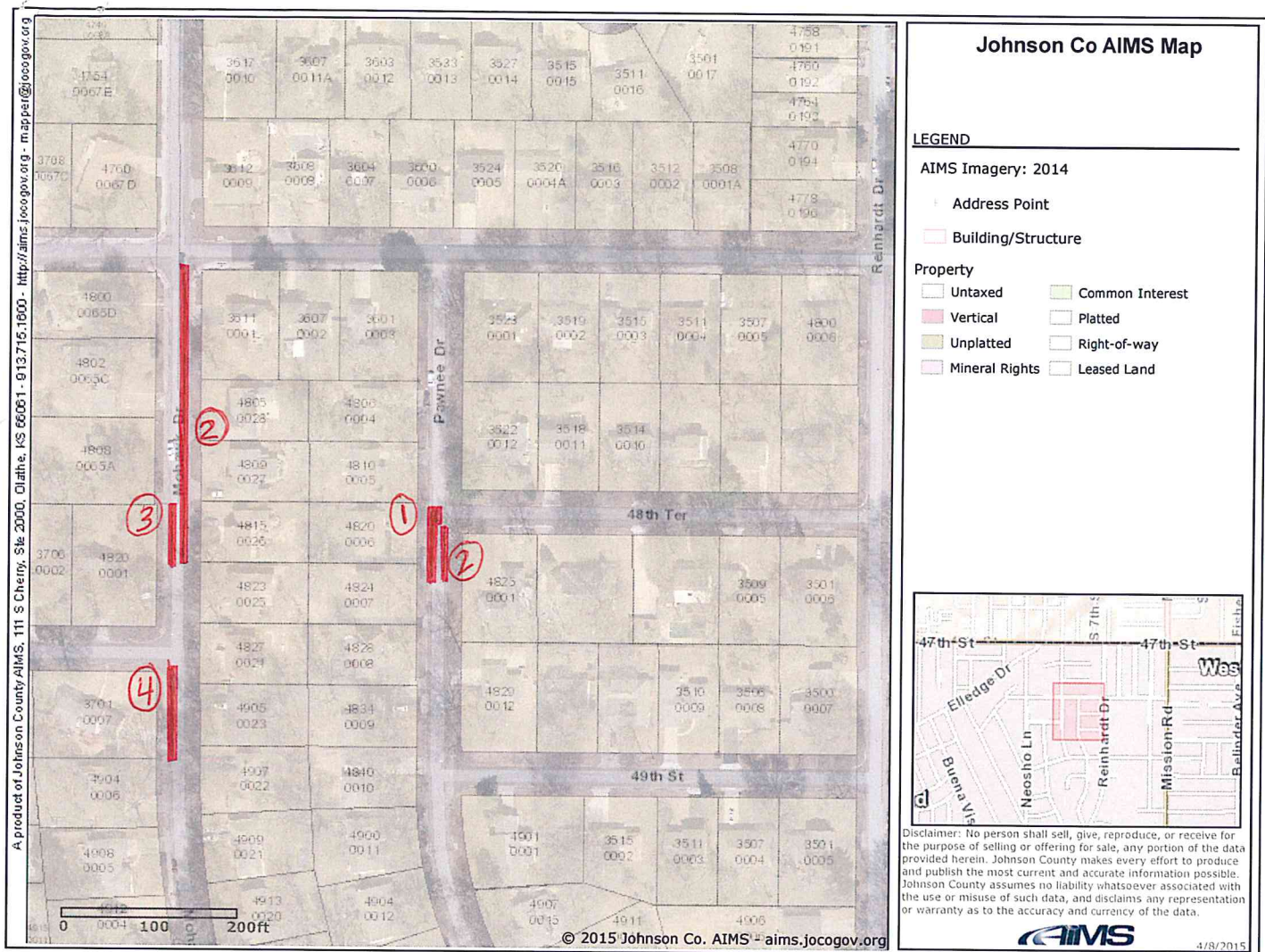




Mohawk Dr

Pawnee Dr

① 39 sqyd



Mohawk Dr

② 225 sqyd

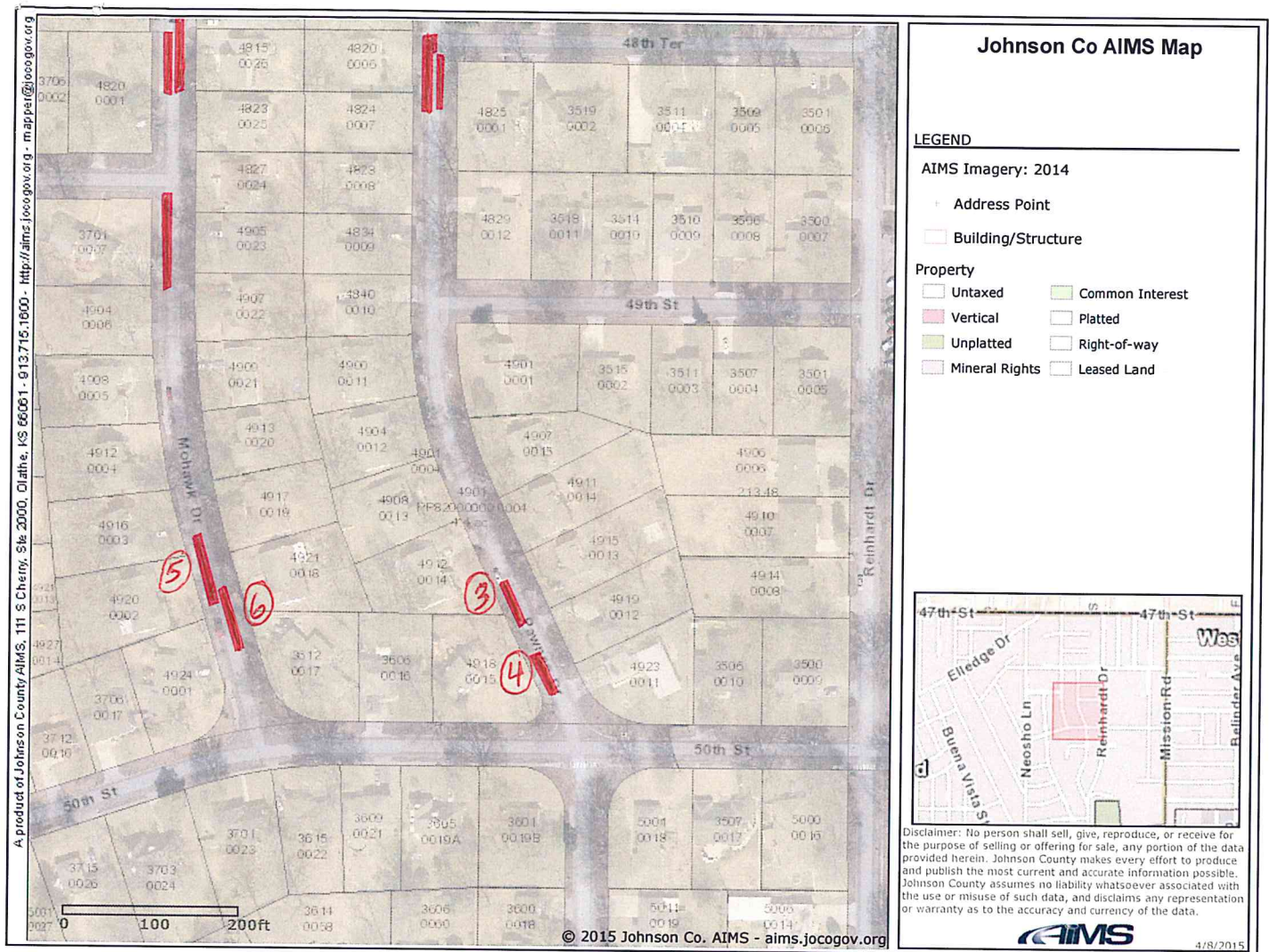
③ 35 sqyd

④ 100 sqyd

Pawnee Dr

① 128 sqyd

② 43 sqyd



Mohawk Dr

⑤ 28 sqyd

⑥ 19 sqyd

Pawnee Dr

③ 27 sqyd

④ 35 sqyd



City of Roeland Park

Purchasing Policy

Approved 3/16/2015

Effective 3/17/2015

Revised 3/2015

I. **SCOPE**

This purchasing policy shall apply to all Officers and employees of all departments without exception. The policy shall include: (1) a statement of procedures to be followed in making purchases of goods and services, which statement shall be consistent with the policies contained herein; (2) limitations on the authority of employees and Officers to make purchases of goods and services and (3) a statement governing all budgeted expenditures for departments. Generally, however, it is the responsibility of the Department Head, with their Council appointed Committee Chair, to manage their budgets and to keep the Chair, the City Administrator/City Clerk and, when required, the City Council informed of significant and material expenditures. The City Administrator or his/her designee shall submit a monthly listing of expenditures in aggregate to the City Council for approval. So long as the Cash Basis Law and Budget Law are complied with, the failure to comply with the policy shall not be deemed to be an illegal expenditure of public funds.

II. **PURPOSE**

To establish a uniform policy for bid solicitation, purchase order system. This policy is intended to provide a method for the most prudent and effective expenditure of City funds and for maximum protection of the taxpayer.

III. **RESPONSIBILITY**

City Administrator

IV. **POLICY**

A. Purchasing

1. A commodity or service should be obtained at the lowest cost possible consistent with the quality required to maintain efficient operations of city departments.
2. Even though the Governing Body approves a level of expenditures for any given program, that in itself is not a permit nor a directive to expend funds unless the need exists at the time of purchase and the item to be purchased is within the budget limits. Purchases will not be made only because funds are available.
3. No employee of any department shall make any purchase of an unbudgeted item without prior notice and approval from the Department Head who will in turn work with the City Administrator. The City Administrator will work with the Governing Body if the spending limit exceeds limits set per this policy. The Department Head will inform and receive consent in advance from the Governing Body for unbudgeted expenses when funds cannot be used from other approved sources within the department's approved annual budget. In general, even if an expense is considered unbudgeted, but necessary for the

fulfillment of a City program or project need, the unbudgeted item must be consistent with the established programs and projects approved by the City Council and established either by ordinance, policy or the annual budget and Capital Improvement Plan.

B. Sustainable/Green Purchasing – Purchases will be made in accordance with the City's Green Purchasing Policy (as adopted).

C. Local Preference Purchasing

Whenever possible the City of Roeland Park will make purchases of goods and services within the city limits. If the product can be found cheaper outside of city limits, the Roeland Park based business will be given the opportunity to match or beat those expenses. Exceptions to this policy can be considered if the product or service does not meet one of the following conditions:

- a.) The product is not available within the city limits
- b.) Buying locally increases the costs by more than a 2.5 percent cost variation.

D. Bids or informal price quotes from a minimum of three (3) vendors will be taken for any single item purchased for the following amounts and by the following method:

- 1. No bids will be required for any single item costing less than \$1,000. All departments are encouraged to solicit three (3) informal written price quotes.
- 2. Informal written price quotes will be required for any single item costing \$1,000 or more, but less than \$10,000.
- 3. For any single item costing \$10,000 or more, bids must be solicited by a notice in the paper and sealed bids will be received and opened by the City Clerk.

E. Exceptions:

- 1. The goods or services are available from only one vendor; or
- 2. It is advantageous to purchase through the purchasing contracts of other governmental agencies.
- 3. Professional services are being obtained pursuant to qualification-based selection.

F. Expenditure limitations will be set as follows:

- 1. Directors/Department Heads shall have the authority to spend up to \$2,500 on a single item. \$2,501 - \$7,500 will require approval by the City Administrator.
- 2. City Administrator shall have the authority to spend up to \$7,500 on a single item.
- 3. Council approval shall be required for purchases beyond \$7,500 for a single item unless the item is preapproved during the Budget process and the amount of the item falls within the parameters of the established budget.

G. Expenditures Not Requiring special approval by the City Administrator or Council are:

- 1. Expenditures of less than \$2,500 not outlined in item F of this policy.
- 2. Monthly or regular expenditures for contractual agreements such as, but not limited to, the following:
 - a.) Lease agreement payments
 - b.) Utility payments
 - c.) Debt service payments
 - d.) Motor Fuel
 - e.) Payroll liability payments
- 3. Blanket purchase authority may be used for those merchants from whom

many repetitive purchases are made, as supplies are required. Blanket purchase authority may be used for items such as, but not limited to, the following: Office Supplies, Salt, Asphalt, Auto Parts, Tires, Tree Service, and Printing. If there is more than one accessible supplier, the bids will be taken and awarded to the best bidder. Bids may be taken on a yearly basis.

4. Emergency Purchases – An emergency shall be defined as situations when the department's operations would be severely hampered if the purchase were not made immediately. In these instances, the purchase authority policy may be bypassed and the purchasing department will furnish a requisition as soon as possible. In these instances the City Administrator shall have the authority to approve purchases in excess of \$7,500. "EMERGENCY" should be boldly written across the purchase requisition. The purchase authority process should only be bypassed in extreme emergencies with department head approval.

H. Tax Exempt Status

The City is tax exempt as a political subdivision under Section 4221(b) of the IRS Code and K.S.A. 79-3606. Under Missouri Statute, the City's exempt status is valid only when items purchased from Missouri vendors are delivered within the State of Kansas.

I. Declaration of Surplus Property

1. Department Heads shall notify the City Clerk in writing when there is equipment or supplies that are no longer of value to the department.
2. Surplus property may be disposed through online or live auction or online sales sites. Sale of property will go to the highest legitimate offer.
3. Department heads shall notify the Administrative office of the disposition of all items in order that fixed asset records may be maintained.
4. The disposal of real-property must be authorized by the Governing Body.

V. PROCEDURES

- A.** Department heads shall maintain a list of qualified vendors for the purchase of routine or on-call services. A vendor may be deleted for late delivery, failure to meet specifications and failure to provide the necessary maintenance or service. The above will be noted and placed in the vendor file.
- B.** In no case shall vendors or bidders for goods and services purchased by the City have any direct familial, business or other monetary relationship to anyone serving as a Department Head or as a member of the City Council unless proper notification is made to the City Council in advance of the purchase and approval is given by the City Council to make an exception to this guideline.
- C.** The City Governing Body and/or the City Administrator has the right to refuse all or any part of the bid when it is felt it is in the best interest of the City.
- D.** The City Administrator may approve a single change order on Capital Improvements projects up to 10 percent of the contract value up to a maximum of \$20,000 to account for elements that were unknown at the time a work package was assembled.
- E.** An original invoice showing place, amount and date of purchase must accompany each purchase. All individual expenditures from the Department will be

marked with the Department budget line item and initialed by the Department Head and/or City Administrator prior to submission for payment with the requisite documentation of the purchase.

- F.** Quotes will be furnished when repairs involve an insurance loss or claim
- G.** Petty cash fund may be used for the reimbursable purchase of miscellaneous small items of supplies or equipment, meals, and mileage, under control and supervision of the appropriate Department Head. Anyone being reimbursed for expenses with petty cash must furnish a receipt in order to be reimbursed. All reimbursements must be signed off by the designated petty cash custodian.
- H.** Certain goods or services are required on an "as needed" basis to enable departments to maintain their level of service. The invoice of service products purchased will be turned in to the Administrative Office within 24 hours. Examples are: sand and salt, asphalt, gravel, emergency needs, automobile parts and repairs.
- I.** The purchase of real property must be authorized by the Governing Body.
- J.** Any deviation of this purchasing policy shall be first approved by the City Administrator for items less than \$7,500.
- K.** The City Council at their discretion and for good cause shown can waive the purchasing policy.



SHAHER, KLINE & WARREN, INC.
WWW.SKW-INC.COM

PROFESSIONAL SERVICES TASK ORDER #19

Project	<u>2015 Street Maintenance Program - Phase II</u>	Date	<u>5/18/15</u>
SKW Project No.	<u>130099-190</u>	Agreement Date	<u>5/20/13</u>
Client	<u>City of Roeland Park, KS</u>		

Description of task order:

Assist the City for construction phase services for the 2015 Street Maintenance Program - Phase II. The streets included in Phase II are identified on Exhibit II to the Construction Agreement and attached hereto.

Exhibits/Attachments/References which are a part of this professional services task order:

Article I - Consultants Responsibilities
Article II - Scope of Consultant Services
Article III - City's Responsibilities
Article IV - Time Schedule
Article V - Compensation
Article VI - General Provisions

Anticipated effects of professional services tasks order on basic services:

None.

Schedule:

Per Article IV attached.

Fees:

Per Article V attached.
Not to exceed \$10,000.00

\$0.00

The work described in this professional services task order is made a part of the indicated professional services agreement between the client and SKW. All other provisions of the agreement shall remain in force.

SKW by

Date 5/18/15

Client by

Date _____

If directed/approved by Client by telephone, by letter, in meeting, etc., provide reference material here.

Distribution

☒ Client ☒ Project File ☒ SKW Accounting ☐ Other

Exhibit B		
2015 Street Maintenance Program Phase II		
Locations	Quantity	Unit
50th Street, between Neosho and Reinhardt	227	SY
50th Terrace, between Cedar and Briar	220	SY
51st Street, between Cedar and Western City Limits (2016 CARS)	955	SY
Briar Street, 49th Street and 51st Street	564	SY
Canturbury, between 47th Street and 48th Street	143	SY
Falmouth, between 47th Street and 48th Street	14	SY
Cedar Street, between 50th Terrace and Sycamore Drive (2016 CARS)	374	SY
Mohawk Drive, between 47th Street and 50th Street	446	SY
Pawnee Drive, between 48th Street and 50th Street	233	SY
Granada Street, between 55th Street and Roe Blvd	300	SY
Sycamore Street, between Alder and Nall Ave.	800	SY
TOTAL	4276	SY

****Quantity may change during construction****

TASK ORDER #19

ENGINEERING DESIGN OF STREET IMPROVEMENTS FOR 2015 STREET MAINTENANCE PROGRAM PHASE II

ARTICLE I CONSULTANT'S RESPONSIBILITIES

The Consultant shall either perform for or furnish to the City professional civil engineering and related services in all phases of the Project to which this Agreement applies as hereinafter provided. The Consultant shall serve as the City's prime professional Consultant on this Project.

ARTICLE II SCOPE OF CONSULTANT SERVICES

The consultant shall perform or furnish the necessary professional engineering duties and related services to provide for the design and construction for the "Project", including but not limited, to the following items:

1.0 Project Start-up

- 1.1 Meet with the CITY to discuss the Project, its constraints, and their expectations. Set forth at this initial meeting the goals to be accomplished by the Project and concerns to be addressed in the design of the Project.
- 1.2 Contact all utility companies of record to request locations of their facilities and to begin the process of communication with utilities that must be carried throughout the entire Project execution.

2.0 Data Collection – *Provided By City Staff*

- 2.1 Conduct limited field measurements of the project streets to obtain detail necessary for proper preparation of aerial base maps.
- 2.3 Secure critical elevations required for the design of the Project.
- 2.3 Reference utilities to the project maps from field locations provided by the utility companies.
- 2.4 Walk the entire length of the Projects to evaluate pavement condition and determine locations where curb and gutter and sidewalk replacement is necessary.

3.0 Preliminary Design – *Provided By City Staff*

- 3.1 Prepare preliminary documents for construction. Preliminary construction documents shall show the nature and extent of improvements, the conditions under which the Contractor shall work and the general conditions of contractual relations.
- 3.2 Preliminary plans shall include:
 - ☐ Cover Sheet
 - ☐ Typical sections
 - ☐ Preliminary Plans for street improvements, sidewalk improvements and curb and gutter improvements.
 - ☐ Standard Detail Sheets
 - ☐ Special Detail Sheets
- 3.3 Present one set of preliminary plans each to the City and to other appropriate governmental agencies and utility companies as required.

- 3.4 Prepare an estimate of probable cost detailing typical construction pay items, separate consulting costs, acquisition of land or easements. Add a contingency of 10 percent to the sum of the construction cost, consulting fees and other pertinent costs.

4.0 Final Design – Provided By City Staff

Following review and approval of the preliminary design phase by the City, the Consultant shall proceed to provide these services:

- 4.1 Address any comments from the preliminary review.
- 4.2 Prepare final construction plans and construction specifications.
- 4.3 Submit one set of final plans and specifications to the City and to other appropriate governmental agencies and utility companies.
- 4.4 Write legal descriptions for permanent and temporary right-of-way and easements. Provide two copies of each document to the City.
- 4.5 Prepare a final construction cost estimate, including a compilation of typical construction pay items with unit work quantities and current estimated cost estimates.
- 4.6 Prepare all bid documents using City standard contract documents.

5.0 Bidding Phase – Provided By City Staff

Following final review by City staff and approval to proceed to bidding phase the consultant shall undertake the following bid services.

- 5.1 Provide the City a notice of bid to Contractors for publication.
- 5.2 Provide notice of bid to potential contractors via digital planroom.
- 5.3 Provide plans, bid documents, and specifications to digital planroom for potential bidders.
- 5.4 Conduct a pre-bid meeting and answer questions as addenda to the contract bid.
- 5.4 Provide to the City a Consultant's estimate and bid tab sheet.
- 5.5 Attend bid opening and check all bids for accuracy.
- 5.6 Evaluate the bidders and make recommendation of award to the City.

6 Construction Administration Phase

Note: The Consultant may not proceed with this phase of the Agreement until negotiations are completed with the City and until the City issues a notice to proceed.

Assist the City in preparing the Agreement with the Contractor utilizing similar pricing under the City of Lenexa 2015 PMP Chip Seal project in accordance with the Mid-America Council of Public Purchasing which allows other Municipal, County Public Utility, Hospital or Educational Institution to utilize the prices and the terms of the Lenexa contract.

Following review and award of construction contract by the City and after the City issues a notice to proceed with this phase, the Consultant shall proceed to provide these services:

- 6.1 Conduct a pre-construction meeting which will include the City, Contractor, Utility Companies, and any other appropriate governmental agencies such as Cities partied to an interlocal Agreement, County agencies, State and Federal agencies.
- 6.2 Serve as field liaison between the public, the Contractor, the City, the Utilities, the County, the State and the Federal agencies.
- 6.3 Document all complaints, concerns, or inquiries from any of the previously mentioned parties.
- 6.4 Submit to the City the construction observation reports. The report will identify prime and subcontractor, numbers and type of personnel and equipment on site, material deliveries,

weather conditions, work accomplished, inspections and tests conducted, results of inspections and tests, nature of defects found, causes for rejection, proposed remedial action, and corrective action taken.

- 6.5 Provide daily construction observation and check general compliance with the plans and specifications using a field observer qualified to perform such duties.
- 6.6 Schedule and attend Coordination Meetings as necessary to discuss the Project with the contractor.
- 6.7 Review shop drawings and samples required by the Construction Contract documents and submitted by the Contractor to ascertain compliance.
- 6.8 Issue necessary clarifications and interpretations of the Contract documents as appropriate to the orderly completion of the Project.
- 6.9 Recommend and prepare Change Orders to City as appropriate, and issue Field Orders authorizing minor changes in the Project not involving an adjustment in the Contract sum or an extension of Contract time.
- 6.10 Review the Contractor's monthly estimates before they are submitted to the City for payment to the Contractor.
- 6.11 Conduct a pre-final of work segments.
- 6.12 Conduct a final inspection of the total project and provide a recommendation of acceptance.
- 6.13 Coordinate with the contractor to take pre-construction photographs.
- 6.14 Keep minutes of all meetings and disperse to City representative and all other attendees within five workdays.

ARTICLE III CITY'S RESPONSIBILITIES

The City shall do the following in a timely manner:

- 1) Approve all criteria and information as to City's requirements for the Project, including objectives and constraints, performance requirements, and budgetary limitations, and furnish copies of all standard forms in use by the City relative to this Project.
- 2) Examine all written studies, reports, sketches, maps, models, proposals, and other documents presented by the Consultant and render in writing decisions thereto.
- 3) Reimburse the Consultant for the cost of additional work not included in the Scope of Consultant Services stated in this Agreement.
- 4) Give prompt written notice to the Consultant whenever the City observes or otherwise becomes aware of any development that affects the scope of services or the time schedule of the Consultant in the performance or furnishing of the required services for the Project, or any defect or non-conformance in the Consultant's services or in the work of any Contractor.
- 5) Open any structures that do not have manways for inspection and measurement.

ARTICLE IV TIME SCHEDULE

The Consultant proposes to complete the scope of services of this Agreement as follows:

- 1) Preliminary Design Phase will be completed within *NA* calendar days from Notice to Proceed.
- 2) Final Design will be completed within *NA* calendar days from acceptance of the Preliminary Design.
- 3) Bid Phase will be completed within *NA* calendar days from acceptance of the Final Design.

ARTICLE V COMPENSATION

The City agrees to pay the Consultant as maximum compensation for the scope of services in Article II and in accordance with Part C of Agreement as follows:

Survey/Data Collection/Base Map	\$ NA
Preliminary Design	\$ NA
Final Design	\$ NA
Bid Phase	\$ NA
Construction Administration Phase	\$ 10,000.00

The Construction Services is based on an estimated construction schedule. If the actual construction schedule is different than estimated, then the Construction Services fee shall be adjusted in accordance with the hourly rates shown in the Schedule of Salary Base Rates.

The maximum fee shall not be exceeded unless adjusted by a Change Order mutually agreed upon by the City and the Consultant.

The Change Order will be based on major changes in scope, character, delays or complexity of Project. The Change Order may provide for changes in compensation and schedule, either upward or downward.

ARTICLE VI GENERAL PROVISIONS

Times for Rendering Services: The Consultant's services and compensation under this Agreement have been agreed to in anticipation of orderly and continuous progress of the Project through completion of the Feasibility Study Phase. Specific periods of time for rendering services are set forth in Article IV Time Schedule, in this Agreement, by which times defined services are to be completed. If such periods of time are changed through no fault of the Consultant, the rates and amounts of compensation provided for therein shall be subject to equitable adjustment

If the City fails to give prompt written authorization to proceed, Consultant shall be entitled to equitable adjustment of rates and amounts of compensations to reflect reasonable costs incurred by the Consultant as a result of the delay or changes in the various elements that comprise such rates of compensation.

Estimates: Since the Consultant has no control over the cost of labor, materials or equipment furnished by Contractors, or over competitive bidding or market conditions, the opinion of probable Project cost or construction cost are based on the experience and best judgment of the Consultant, but the Consultant cannot and does not guarantee the costs.

Quantity Errors: Negligent quantity miscalculations or omissions because of the Consultant's error shall be brought immediately to the City's attention. The Consultant shall not charge the City for the time and effort of checking and correcting the errors to the City's satisfaction.

Change in Scope: The scope of work described in Article II Scope of Services, shall be subject to modification or supplement upon the written Agreement of the City and the Consultant. At the time of such modification of scope, equitable adjustments, agreeable to both parties, shall be made in the time of performance and the compensation to be paid for the services.

Reuse of Documents: All reports, information, data and exhibits prepared on assembled by the Engineer in connection with the performance of its services pursuant to this Agreement are confidential to the extent permitted by law, and Engineer agrees that they shall not be made available to any individual or organization without the prior consent of the City.

Item Number: New Business- VII.-G.

Committee Meeting Date: 5/18/2015



City of Roeland Park Action Item Summary

Date: 2/19/2015
Submitted By: Ted Clemons
Committee/Department: Admin.
Title: **Remote Meeting Participation Policy**
Item Type: Other

Recommendation:

To approve a remote participation policy in City meetings.

Details:

For a number of years the City has allowed members to call into City Council and Committee meetings. There are a number of elements that must be followed when dialing into a meeting to comply with the Kansas Open Meetings Act. Previously there has been no written policy outlining remote participation. The attached policy attempts to memorialize what has been past practice in Roeland Park

Financial Impact

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

Additional Information

ATTACHMENTS:

Description	Type
 Remote Participation Policy	Cover Memo

I. SCOPE

This policy shall apply to all council and committee of the whole meetings that take place in Roeland Park City Hall. All non-council and non committee of the whole meetings are excluded from this policy. Special called council meetings are included in this policy.

II. PURPOSE

To establish a policy whereby remote participation of governing body members is permitted and guidelines for the same are outlined. For the purposes of this policy; "remote participation" is defined as participation of a member in a council/committee of the whole meeting who is not physically present at the meeting.

III. POLICY

A. To be eligible for remote participation, a member of the governing body shall notify the City Administrator or ~~his or her~~ [the City Administrator's](#) designee no later than 11:59pm Central Standard Time the business day before the meeting is to be held.

B. Remote participation is intended for use when members of the governing body are ill, injured, suffering from disability, performing military service, undergoing personal emergencies, or otherwise unable to attend due to geographic [\(outsident of Kansas City Metro area\)](#) distance.

C. Those utilizing remote participation shall not count towards the required quorum [for convening a meeting](#).

D. It is incumbent upon the member utilizing remote participation that he or she can participate fully and does not unduly burden the physically present members of the governing body due to technological issues or telecommunication problems.

~~E. Members of the governing body are permitted the use of remote participation four (4) times per calendar year.~~ A member of the governing body cannot utilize remote participation ~~and for~~ [chairing the a](#) meeting.

~~F. Remote participation for any whole meeting or any part of the same, no matter how long in duration, shall constitute one (1) of the four (4) uses permitted per year by that member.~~

G. City staff shall make reasonable efforts to provide any remote participating member of the governing body with any documents that are needed for full-participation in the meeting.

H. Remote participation will not be allowed for Executive Sessions.

IV. PROCEDURES

A. The City Administrator or his/her designee shall, upon notification by a member of the governing body for the use of remote participation that abides by the above prescribed rules, make all reasonable and needed

technological and other accommodations necessitated by the request.

B. This policy prescribes no specific required technology such as a speaker phone or video that must be used. The technology must function properly so that all members may hear the remote participator and the remote participator may hear all the other members.

C. The clerk will record the presence of any member using remote participation with a note stating the same. The clerk shall also record the entrance, exit, or re-entrance of any member utilizing remote participation.

D. Initial technical difficulties shall be dealt with by a suspension of discussion in an attempt to remedy the problem. The Mayor or Council President in the Mayor's absence shall have the authority to discontinue the use of remote participation due to technical issues. In general, the Mayor or Council President shall not act on this authority until the delays have cumulatively reached a total of 10 minutes for the meeting.

E. The remote participant will verify his or her identity at the beginning of the meeting and state that he or she is fully participating without any undue influence by others.

Item Number: New Business- VII.-H.

Committee Meeting Date: 5/18/2015



City of Roeland Park Action Item Summary

Date: 5/13/2015
Submitted By: Aaron Otto
Committee/Department: Admin.
Title: **Purchase of Audio Visual Equipment for the Roeland Park Community Center**
Item Type: Agreement

Recommendation:

To approve the purchase of audio visual equipment for the multipurpose room at the Roeland Park Community Center from Kansas City Audio Visual at a price not to exceed \$9,207.00.

Details:

Recently the City Council approved the phase 1 wish list on deferred maintenance items for the Roeland Park Community Center which included the replacement of the audio / visual equipment in the multipurpose room at the Roeland Park Community Center. The facilities director at the community center has obtained three bids for this work and they came in lower than the original estimate presented to council but higher than the approval level by the City Administrator. The best bid was from Kansas City Audio Visual for \$9,207.00. This will replace the sound system, screen and projector in the room.

The two other companies from which bids were obtained from included:

Homedia - \$10,488.00

Cinema At Home - \$12,409.81

Financial Impact

Amount of Request: \$9,207.00	
Budgeted Item?	Budgeted Amount: \$12,500

Additional Information

ATTACHMENTS:

Description		Type
	Kansas City Audio Visual	Cover Memo
	Homedia	Cover Memo
	Cinema At Home Bid	Cover Memo



Kansas City Audio-Visual

7535 Troost Ave, PO Box 24570, Kansas City, MO 64131

Office: 816-333-5300 Toll Free: 800-798-5228 Fax: 816-333-2152

Sales Rep: Bobby Cardwell

bcardwell@kcav.com

To: David Mootz

Org: Roeland Park Comm. Center

Voice: 913-826-3133

E-Mail: david.mootz@jocogov.org

Date: 4/28/2015

Qty	Brand	Model	Description	Price	Ext
1	Epson	1985WU	4800 Lumen WUXGA(Can do Full 1080P) Projector	1899.00	1899.00
1	Chief	Kit	Ceiling Kit, including: Universal Mount, C Clamp, 2-3' adjustable pipe.	325.00	325.00
1	Da Lite		Cosmopolitan Electrol 72.5" x 116" with 137" Diagonal Screen, and Tab Tensioned	1950.00	1950.00
1	Galaxy Audio	g440	2 Channel Amplifier	199.00	199.00
1	ART	ART MX-821S	Eight Channel Stereo Mic/Line Mixer with Stereo Outputs	195.00	195.00
1	Middle Atlantic	RCS-1824	Portable rack - 18U with Fan	495.00	495.00
1	Atlona		VGA w/ 3.5 Audio & HDMI Auto Switch Plate for Computer	775.00	775.00
1	Sony		Blu Ray Player	95.00	95.00
1	APC	G5-BLK	Rack Power Conditioner/Filter	149.00	149.00
1	KCAV	Kit	Cabling & Hardware Kit, including: Plenum CAT6, CAT6 Endings, Speaker Wire, Video Patch Cables, Audio Patch Cables, and Necessary Hardware.	450.00	450.00
1	KCAV	Labor	Labor & Installation of Hardware, including; Installation of projector & mount, Installation of screen, Running of electrical to screen & projector, Connection into existing audio system, and Test to full working capability.	2450.00	2450.00
1	Shipping		Shipping	225.00	225.00
			Grand Total		9207.00

Kansas City Audio-Visual

7535 Troost Ave, PO Box 24570, Kansas City, MO 64131

Office: 816-333-5300

Toll Free: 800-798-5228

Fax: 816-333-2152

Sales Rep: Bobby Cardwell

bcardwell@kcav.com

To: David Mootz

Org: Roeland Park Comm. Center

Voice: 913-826-3133

E-Mail: david.mootz@jocogov.org

Date: 4/28/2015

Qty	Brand	Model	Description	Price	Ext

7535 Troost Ave, PO Box 24570, Kansas City, MO 64131
Office: 816-333-5300 Toll Free: 800-798-5228 Fax: 816-333-2152

To: _____
Org: _____
Voice: _____
Fax: _____
E-Mail: _____

[illegible]**Total:**



Proposal

Presented By: Ray Kerrins

Homedia Solutions LLC

6445 Vista Drive
Shawnee, KS 66218 USA
(913) 708-2284
www.homediasolutions.com
sales@homediasolutions.com

Community Center AV

Roeland Park Community Center

4850 Rosewood Dr
Roeland Park, KS 66205
913-826-3133

david.mootz@jocogov.org



Multi Purpose Room

Audio Visual

1	Atlona AT-HDRX HDMI receiver	\$168.00
1	Atlona AT-HDTX HDMI transmitter	\$168.00
1	Atlona AT-RGB45SR VGA with Stereo Audio Extender Kit over single CAT5/6/7 with DDC Support	\$289.00
1	Chief Projector Mount projector mount with mounting plate, pole, and bracket	\$289.00
1	Custom Plate 39706 HDMI, VGA and 3.5mm audio pass through single gang wall plate - white	\$79.00
1	Da-Lite 79030C Tab screen - da-lite tensioned 133" diagonal HDTV format home theater electric wall screen with pearlescent fabric (format hdtv) with 20" Black Drop Ideal with rooms with ambient light	\$2,598.00
1	Furman Sound MIW-SURGE-1G In wall single gang surge protection	\$48.00
1	Homedia Solutions LLC. Installation Labor Installation Labor - Retro Video Cables to projector, AV wall plate Screen Switch and In Wall Volume Control. Also includes electrical needed for projector, screen AV components from Electrical Panel. Electrical done by license electrician.	\$2,975.00
1	JBL CSMA1120 CSMA series 4 channel, 120 Watt powered mixer amplifier	\$599.00
1	JBL Pro CSR-V-WHT Volume controller, white	\$59.00
1	Key Digital KD-2X1CS Champion series, 2 input to 1 output HDMI switcher	\$119.00
1	Key Digital KD-HIFI50PROK Champion series, 50ft HDMI cable (CL3/FT4, 4K, RedMere technology)	\$126.00

Homedia Solutions LLC

1	Samsung BD-F7500	\$216.00
	Smart 3D Blu-ray disc player with Ultra High Definition 4K upscaling	
1	Shure BLX14R/W85	\$485.00
	Wireless lavalier microphone system, K12 frequency band	
1	SnapAV B4-VGA-50FT	\$69.00
	Binary B4 Series Male to Male VGA Cable (50 ft.)	
1	SnapAV SR-CS-RACK-12U	\$298.00
	Strong Contractor Series 12U Rack with Side Panel and Fine Floor Caster With Shelving	
1	Tributaries Misc Cables	\$24.00
	XLR Audio Cable	
1	Tributaries Misc Rack Cables	\$150.00
	VGA, HDMI, Audio & Control	
1	Tributaries PWRS-T8	\$75.00
	T8 8 outlet Power Strip	
1	Vanco Digital Audio Converter	\$89.00
1	Vivitek D966HD-WT	\$1,565.00
	High Definition 1080p,4500 Lumen, 10,000:1 Contrast Projector	
Audio Visual Total:		\$10,488.00
Multi Purpose Room Total:		\$10,488.00
Project Subtotal:		\$10,488.00

Homedia Solutions LLC

Project Summary

Equipment: \$7,513.00

Labor: \$2,975.00

Grand Total: \$10,488.00

Payment Schedule

Amount Due Date

Final	\$10,488.00
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By signing here you are giving approval for equipment to be ordered and work to begin.

Client: David Mootz

Date

Contractor: Homedia Solutions LLC

Date

Pricing is good for 30 days from the proposal

Presented By: Homedia Solutions LLC

Project Name: Roeland Park Community Center

Modified: 4/28/2015

Revision: 0

Project #: 0067

4/28/2015

Page 4 of 6

Homedia Solutions LLC

Terms and Agreement

Homedia Proposal Defined

This system proposal is a compilation of independent systems required to achieve the complete solution. Work that is not listed in this proposal will not be included. The costs associated with any related work or materials, including, but not limited to electrical, drywall, painting, cabinets are not included unless specifically documented in this proposal. If the project is a retro-fit/remodel in nature or an existing structure, and budgeted labor time exceeds time estimated to complete because of unforeseen circumstances, Client agrees that he/she will be billed for the additional time.

Changes to the Contract

The Client may request changes, additions, or modifications without invalidating the contract. Such changes must be in writing and signed by the Client. Equipment which has already been received will be subject to a 20% restocking fee. Special orders including color and design options are not refundable. Change Orders shall be paid in full upon acceptance of change and shall not alter the contract's payment schedule. Homedia reserves the right to replace proposed models in the case of obsolescence, discontinuation or unavailability with a comparable model of equal or greater value upon customer approval.

Travel to and from the Job-site

Travel to and from the job-site will be calculated according to the distance and the number of trips required to complete each installation phase. If we arrive at the job-site and are unable to complete our work due to the readiness of the job-site and additional trips are required, a fee will be charged for each additional trip incurred.

Freight for Equipment

Standard freight is included in the total of the equipment listed in the proposal. Additional freight required to expedite your delivery will be billed separately.

Training

Initial training of your new systems will be provided during the final phase of installation and an additional follow up for comprehension and revisions may be scheduled at that time. All users of the installed systems to be trained must be on hand at the final phase.

Prepayment Schedule

Payments are due according to the payment schedule in this proposal. Equipment will not be ordered until the equipment deposit has been received. Progress Invoices are subject to the timing of the construction and the lead times required for the ordered equipment to be delivered. Delays in payment can result in an interruption of your equipment delivery and installation schedule. 2% of the total will be applied for credit card processing.

Substantial Completion

Is the demonstration that all equipment, as listed on the proposal, has been installed and is operational. The final payment will be due in full at this time. Payments may not be withheld due to additions or other requested changes to the programming or equipment functionality. Payment is due upon receipt of invoice. Homedia shall be entitled to a service charge of 3% per month on the unpaid balance. In the event the unpaid account is turned over for collection, Client shall be responsible for all expenses associated with the collection. If after 60 days client has not paid outstanding balance, Homedia may seek legal action.

Warranties

Homedia warrants the structured wiring and workmanship in your installation as outlined in the proposal for the life of the original installation. Equipment warranties are provided by the manufacturer and vary based on brand and type of equipment. Homedia stands by the products we sell and provides full service and support for all equipment purchased from Homedia for a period of 90 days. During this time period Homedia will cover all costs associated with the service call including shipping charges. After that time applicable service charges and shipping costs will apply. Installation services provided for owner furnished equipment is exempt from all warranties.

Insurance, Licenses & Bonds

Homedia maintains insurance necessary to protect Client from claims under workers compensation and from any damage to the

Pricing is good for 30 days from the proposal

Presented By: Homedia Solutions LLC

Project Name: Roeland Park Community Center

Modified: 4/28/2015

Revision: 0

Project #: 0067

4/28/2015

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Homedia Solutions LLC

Client's property resulting from the conduct of this contract. Insurance documents are available upon request.

Dispute Resolution

The parties hereto agree that all disputes arising between them shall be submitted to and exclusively determined, resolved and adjudicated by arbitration proceedings before the American Arbitration Association, such proceedings to be pursuant to the Commercial Arbitration Rules, and such arbitration procedures to be held in Shawnee, Kansas. Intending to be legally bound, the parties hereto have caused this Agreement to be executed as of the date client accepts the Contract and estimate.

Contract Acceptance

Your signature denotes approval and acceptance. I (we) understand that there are no verbal agreements between parties of this agreement. Client may cancel this contract within 3 days of acceptance. Cancellation must be provided in writing by the client and delivered to Homedia before the end of the third business day. This proposal expires 30 days following the proposal date. No work will be scheduled without a deposit plus a signed copy of this agreement. All drawings and specifications are contingent upon agreement and retainer.

Client: **David Mootz**

Date

Contractor: **Homedia Solutions LLC**

Date

Pricing is good for 30 days from the proposal

Presented By: Homedia Solutions LLC

Project Name: Roeland Park Community Center

Modified: 4/28/2015

Revision: 0

Project #: 0067

4/28/2015

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Estimate

Valid for 15 days from:

2/10/2015

Estimate prepared for:	Terms
Roeland Park Community Ctr. 4850 Rosewood Dr.. Roleland Park, KS. 66205	75%/25% payment terms

Itemized System Integration Discription	Qty	Cost
EPSON PowerLite Wireless 3LCD Multimedia Projector	1	1,998.00
CHIEF 7-9' Adjustable Extension Column - Black	1	195.00
CHIEF Projector Mount Black	1	205.00
CHIEF 8" Ceiling Plate, Black	1	71.00
PRO 150' Premium Tensioned Motorized 16:9 Projection Screen	1	2,398.00
EPISODE 240 Watt Rack Mountable 70 Volt Commercial Amplifier-Mixer	1	995.00
WIREPATH Aluminum Double Gang Wall Plate - Female Chassis	1	39.95
C2G HDMI, VGA, 3.5mm Audio and USB Pass Through Single Gang Wall Plate - Aluminum	1	125.00
MIDDLE ATLANTIC Essex Series A/V Rack w/ Fans	1	740.00
BINARY B4 Series Male to Male VGA Cable 18'	1	49.95
CATALYST HR500 High Speed HDMI Cable W/ Ethernet and Redmere Chip 20'	1	98.00
CATALYST 3.5mm Male to 2-Male RCA Adapter 25'	1	25.00
BINARY USB 3.0 A (Male) to A (Male) 4m	1	15.00
BINARY 3P XLR Female to Male 25ft - Gold Plated Contacts	2	79.90
VANCO VGA over Cat5eCat6 Extender Set	1	260.00
KEY DIGITAL HDBaseT HDMI Single CAT5e/Cat6 Extender Set	1	500.00
SAMSUNG Blu Ray Streaming Media Player	1	110.00
WATTBOX In-Wall Single Gang Power Conditioner, 2 Outlets, 1440J, EMI/RFI Filtration	2	79.90
WATTBOX Power Conditioner - 9 Outlets - 5400 Joules - EMI/RFI Noise Filtration	1	279.90
ICE CABLE SYSTEMS Category 6 550mHz. Cable	280	123.20
ICE CABLE SYSTEMS 14/4 Loudspeaker Cable	30	54.00
MISC. (cable mgmt., interconnects, terminations,etc.)	1	150.00
SET-UP, INSTALLATION and/or PROGRAMMING	1	3,150.00

BASED UPON ESTIMATED TIME AND MATERIALS.
Actual time and materials charged for retrofit services.

Tax (7.775%) \$668.01

Signature & Date: _____

Total \$12409.81

14687 S. Constance St. Olathe, KS 66062

(913) 515-2081

info@kchometheater.com

Item Number: New Business- VII.-I.

Committee Meeting Date: 5/18/2015



City of Roeland Park Action Item Summary

Date: 5/13/2015
Submitted By: Aaron Otto
Committee/Department: Admin.
Title: **Investment Agreement with Columbia Capital**
Item Type: Agreement

Recommendation:

To approve an agreement with Columbia Capital for investment management services.

Details:

The City has a number of economic development funds such as tax increment finance districts (TIFs) and Community Improvement Districts (CIDs) as well as the City's general fund reserve which have idle cash balances that are not always utilized.

The City's financial advisor, Columbia Capital, working with the Finance Director put together a cash flow model which shows a history of when funds are typically needed to make payments. This has created a profile of idle funds which could be available to be invested.

Columbia Capital is proposing to develop a life cycle investment policy for the City. Investments would be in U.S. Treasuries, U.S. agencies, and Kansas general obligation bonds for the value they provide. Before the monies can be invested in those agencies, they must first be presented to the local banks. Columbia Capital will provide the City with a list of local banks that have a fiscal presence in the community and help identify funds that are available for investment on a monthly basis. Once the investments are made, Columbia Capital's services will include policy development, portfolio construction, and management of the funds through accounting and reporting. They will also provide information for audit and report to the City how the investments are performing.

They will also look for diversification, purchasing investments that are either implicitly or explicitly guaranteed by the federal government. In some cases items may be other than Kansas bonds as it's a good idea to have a mix in the portfolio. They will pay attention to credit quality and

geographic distribution when buying bonds. The goal for the City would be to optimize the return on portfolio, but keeping the monies as safe as possible so as not to lose its investment.

Adviser will be compensated for its services under this Agreement in an amount equal to 0.20% of the market value of the Accounts, billed quarterly in arrears based upon the average of the month-end Account balances for such quarter, with a minimum fee for each quarter of \$2,400.

Financial Impact

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

Additional Information

ATTACHMENTS:

Description		Type
	funds investment RP presentation	Cover Memo
	Roeland Park Investment Advisory Agreement	Cover Memo

INVESTMENT MANAGEMENT

City of Roeland Park, Kansas
April 27, 2015

COLUMBIA CAPITAL MANAGEMENT

- SEC registered investment adviser
- Independent employee owned firm
- 18 years of experience
- Over \$300,000,000 assets under management
- Provide similar service to other Kansas communities



INVESTMENT MANAGEMENT SERVICES

- Policy Development
- Statutory Compliance
- Portfolio Management
- Accounting and Reporting



INVESTMENT MANAGEMENT APPROACH

- Create a process that fully complies with “bank first-look” requirements
- Ensure ownership of lawfully-permitted investments
- Diversify investments to mitigate credit and event risk
- Provide adequate liquidity to meet current expenditure obligations
- Optimize portfolio income without violating portfolio risk management provisions



INVESTMENT MANAGEMENT PORTFOLIO STRUCTURE

- Day-to-Day Liquidity
- Secondary Liquidity
- Income
- Capital & Bond
- TIF, CID or Other Restricted Accounts



INVESTMENT MANAGEMENT OTHER SERVICES

- Custom approach to investing bond proceeds
- Weekly collateral valuation
- Coordination with auditors
- Presentation to Council/committees

INVESTMENT ADVISORY AGREEMENT

This Investment Advisory Agreement (this "Agreement"), made as of this ___ day of _____, 2015, by and between the City of Roeland Park, Kansas (the "City") and Columbia Capital Management, LLC (the "Adviser").

WITNESSETH

WHEREAS, the City is duly constituted city of the second class of the State of Kansas; and

WHEREAS, the City seeks to properly manage and invest the idle funds of the City pursuant to Kansas law, including but not limited to K.S.A. 12-1675 *et seq.* and K.S.A. 10-131 *et seq.*; and

WHEREAS, the City desires to appoint the Adviser as the investment adviser to assume the responsibilities of investment management of the pooled cash of the City including all idle funds, cash, deposits, investments, capital accounts and bond proceeds (the "Accounts"); and

WHEREAS, the City has the right pursuant to K.S.A. 12-1675(e)(2) to appoint one or more third-party custodians to hold cash and securities in its name and intends to appoint a custodian to further this Agreement (the "Custodian").

NOW THEREFORE, in consideration of the mutual promises and agreements herein contained, the City and the Adviser hereby agree as follows:

1. **Appointment of Adviser.** The City hereby appoints Adviser to act as the investment adviser with respect to the assets in the Accounts. Adviser does hereby accept said appointment as an investment adviser under the Accounts. By accepting such appointment, Adviser agrees that at all times it shall act in accordance with the terms and conditions of this Agreement and all other provisions of law applicable to this undertaking.
2. **Fiduciary.** In addition to, but not in lieu of any and all applicable fiduciary standards imposed under federal or state law, Adviser shall act as a fiduciary with respect to the assets it manages pursuant to this Agreement. As a fiduciary, Adviser shall perform its duties under this Agreement with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in an enterprise of like character and with like aims.
3. **Investment Management Services.**
 - a. Adviser's scope of services shall include:
 - i. Providing recommendations to the City regarding updating,

developing and maintaining an investment policy for the City, consistent with various Kansas statutes pertaining to deposits, investments and collateral management. Philosophically, the City's investments will be evaluated for safety, liquidity and yield, in that order, with the recognition that ensuring adequate liquidity is also often the best way to preserve principal (safety).

- ii. Implementing an investment strategy that allocates the City's pooled cash into multiple subportfolios with the investments in each subportfolio targeted to the unique needs for and statutory constraints on those subportfolios. Subordinate to the core investment goals of preserving principal and providing adequate liquidity, Adviser shall seek to maximize income from the portfolio that the City can use to support its operations.
 - iii. Complying with Kansas the requirements of K.S.A. 12-1675 et seq. providing local banks with a "first look" at the City's investment opportunities where required.
 - iv. Monitoring and marking-to-market the collateral posted by the City's bank depositories on a weekly basis to ensure compliance with state law and City policy.
 - v. Selecting investment securities for the City's portfolio, consistent with state law and the City's investment policy.
 - vi. Providing monthly portfolio reporting to the City, including information on holdings, transactions, portfolio income and performance.
 - vii. Working with the city attorney to draft an ordinance designating certain of the City's funds as multi-year capital funds.
 - viii. Providing the City with general market information, ad hoc reporting and other routine requests related to investment management.
- b. Adviser shall invest and otherwise manage the assets held by the City, its banks and any Custodian in the Accounts. Responsibility for the investment and management is assigned to Adviser by the City. Adviser shall have sole discretion with respect to investment of funds in the Accounts without prior consultation with the City; however, Adviser shall be bound by such written investment policy objectives

and guidelines for the management of the assets as shall from time to time be provided to Adviser by the City. Adviser shall have the authority to select the brokerage firms, consistent with the requirements of K.S.A. 12-1675(b)(4), through which orders will be placed. Adviser may combine orders for the Accounts with orders for other accounts or funds under management. Adviser shall effect all purchases and sales of securities in a manner consistent with the principles of best execution, taking into account net price (including commissions) and execution capability and other services that the broker or dealer may provide. Adviser shall use investment strategies designed to ensure that all securities transactions are executed in such a manner that the total explicit and implicit costs and total proceeds in every transaction are the most favorable under the circumstances. Adviser shall issue suitable instructions to the Custodian with respect to deliveries and payments.

- 4. Duties of the City.** In order to fully effect this agreement, the City agrees to:
 - a. Timely provide Adviser with balances, account statements and interest earned on the City's funds and accounts.
 - b. Upon request, provide Adviser with historical account balances and monthly account cash flows to permit Adviser to properly determine required liquidity.
 - c. Upon request and with reasonable notice, respond to Adviser's requests to move money via Federal Reserve wire or other means between the City's various accounts as necessary to effect the investment plan.
- 5. Custodian.** Pursuant to K.S.A. 12-1675(e)(1) the City shall instruct the Custodian to deliver securities sold and pay for securities purchased, including all expenses relating to the purchase and sale of such securities, such as brokerage commissions and transfer taxes, in accordance with copies of confirmations provided to the Custodian by Adviser.
- 6. Potential Conflicts of Adviser.** It is understood that Adviser will be acting in a similar capacity for other institutional clients, including other municipal governments in Kansas and that investments and reinvestments for the Accounts of the City may differ from those made or recommended with respect to the accounts and clients even though the investment objectives may be the same or similar; however, Adviser shall allocate investment opportunities among clients on a fair and equitable basis. In addition, Adviser serves as financial advisor to municipal governments within and beyond Kansas that issue bonds ("Issuer Clients"), including, in the case of Kansas issuers, bonds eligible for investment by the City. To prevent any appearances of favoring an issuer client over an investment client, or of favoring an investment client over an issuer client, it is the policy of Adviser

to not purchase bonds of an Issuer Client issuing bonds in the primary market on behalf an investing client or to purchase callable bonds of an Issuer Client at any time on behalf of an investing client. This policy serves to protect both clients from potential conflicts but may limit investment opportunities for the City from time to time.

Directions to Adviser. The names, titles and authorities of the individuals authorized to act on behalf of the City with respect to the Accounts and this Agreement are set forth in ***Schedule B*** to this Agreement, which is attached hereto and incorporated herein, and which may be amended in writing at any time by the City with notice provided to Adviser. Adviser may include information regarding the Accounts in aggregate performance data of Adviser that does not identify the City.

7. **Management Fees.** Adviser will be compensated for its services under this Agreement in a amount equal to 0.20% of the market value of the Accounts, billed quarterly in arrears based upon the average of the month-end Account balances for such quarter, with a minimum fee for each quarter of \$2,400. Market value, including accrued income, will be determinative for the purpose of calculating fees. Such amount shall be the sole compensation owing by reason of investment advisory services under this Agreement. The fee for services for any period less than a full quarterly period will be pro-rated on a daily basis on the annualized fee for the period and on the market value of the portfolio as described on the final date of such period.
8. **Indemnification.** For purposes of this Contract, and without in any way limiting indemnification obligations that may be set forth elsewhere in the Contract, and to the greatest extent permitted by applicable law, Adviser hereby agrees to indemnify, defend and hold harmless the City from any and all loss to the extent such loss is caused or incurred by, on account of or as a result of the negligence or other actionable fault of the Adviser, its employees, agents, subcontractors and suppliers or any other party for whom it is responsible. It is agreed as a specific element of consideration of this Agreement that this indemnity shall apply notwithstanding the joint, concurrent or contributory or comparative fault or negligence of the City or any third party and, further, notwithstanding any theory of law including, but not limited to, a characterization of the City's or any third party's joint, concurrent or contributory or comparative fault or negligence as either passive or active in nature. Nothing in this section shall be deemed to impose liability on the Adviser to indemnify the City for loss to the extent that the City's negligence or other actionable fault is the cause of loss.
9. **Insurance.** Adviser shall secure and maintain throughout the term of the Agreement professional liability insurance in an amount not less than \$1,000,000.

10. Notice of Events. Adviser shall provide written notice to the City regarding certain events pertaining to the Accounts and/or Adviser. Such notice shall include, at a minimum, the date, identification and description of the event triggering the notice requirement and shall be signed by an authorized party of Adviser.

- a. Written notice shall be immediately up the occurrence of any of the following events:
 - i. A material adverse change to Adviser's financial condition or status;
 - ii. Adviser's insolvency, filing of a petition in bankruptcy, becoming party to an involuntary bankruptcy proceeding, or Adviser making an assignment for the benefit of creditors;
 - iii. Any material violation or incidence of non-compliance with the City's investment policy objectives and guidelines;
- b. Adviser agrees to furnish written notice to the City within ten (10) business days, if any of the following events occur:
 - i. A material change(s) in senior officers or senior personnel involved in the management of the Accounts;
 - ii. A material change(s) in ownership of Adviser, including the addition or departure of any person owning five (5) percent or more of the membership interests in Adviser;
 - iii. Any significant legal actions instituted against Adviser or its members; and
 - iv. Any investigations, examinations or other proceedings commenced by any governmental or regulatory agency, which are not conducted in the ordinary course of Adviser's business, including investigations, examinations or other proceedings involving Adviser's members.

11. Term of Agreement. This Agreement shall commence on the date hereof and shall continue until it is terminated by the City or Adviser. Adviser may terminate this Agreement at any time with sixty (60) days' prior written notice to the City. The City may terminate this Agreement at any time after November 30, 2015, with sixty (60) days' prior written notice. Adviser understands and agrees that Advisers' fiduciary responsibilities under this Agreement extend through the orderly wind-up and transfer of the Accounts to any party or entity designated by the City, and, if Adviser is so directed by the City, such responsibilities may include decisions related to the liquidation or conversion of specific investments within the Accounts. The City's obligation to pay Adviser's fees for investment advisory services shall cease upon the later of: (i) termination of this Agreement, or (ii) completion of the orderly wind-up and transfer of the Accounts and removal of all assets under management.

12. Equal Employment Opportunity Provisions. The Adviser agrees that: (1) the Adviser shall observe the provisions of the Kansas Act Against Discrimination and the Kansas Age Discrimination in Employment Act and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, ancestry or age; (2) in all solicitations or advertisements for employees, the Adviser shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission (Commission); (3) if the Adviser fails to comply with the manner in which the Adviser reports to the Commission in accordance with the provisions of K.S.A 44-1031 and amendments thereto, the Adviser shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the City; (4) if the Adviser is found guilty of a violation of the Kansas Act Against Discrimination or the Kansas Age Discrimination in Employment Act under a decision or order of the Commission which has become final, the Adviser shall be deemed to have breached the present Agreement and it may be cancelled, terminated or suspended, in whole or in part, by the City; and (5) the Adviser shall include the provisions of subsections (1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

13. Governing Law. Adviser shall comply with all applicable laws of the State of Kansas and the United States of America. Regulatory reports required under laws applicable to Adviser by any regulatory authority shall be the responsibility of Adviser. This Agreement shall be construed and governed in accordance with the laws of the State of Kansas to the extent that such laws are not pre-empted by the laws of the United States of America. By entering into this Agreement, Adviser agrees to submit to the exclusive jurisdiction of the state and federal court of Kansas and agrees that any action or proceedings against the City arising out of or in connection with this Agreement shall be instituted in the District Court of Johnson County, Kansas.

14. Notices. All notices required by this Agreement shall be effective:

- a. if sent by certified or registered mail, return receipt requested, by United States express mail, or by courier service, then when actually received;
- b. if sent by facsimile transmission, then on the date sent, provided confirmatory notice is sent via electronic mail;
- c. if sent by electronic mail, then on the date sent;
- d. if delivered by hand, then on the date so delivered.
- e. Notice shall be addressed to the respective parties as follows:
 - i. to the Adviser:

Columbia Capital Management, LLC

c/o Chief Compliance Officer
6330 Lamar, Suite 200
Overland Park, Kansas 66202

ii. to the City:
City of Roeland Park, Kansas
c/o City Clerk
4600 West 51st Street
Roeland Park, Kansas 66205

15. Proxy Voting. The City shall direct the Custodian in voting of all proxies and Adviser shall have no responsibility in respect of the voting of proxies.

16. Assignment. No party may assign this Agreement, in whole or in part, nor delegate except as contemplated herein all or part of the performance of duties required of it by this Agreement without the prior consent of the other party, and any attempted assignment or delegation without such consent shall be void.

17. Affiliates. Adviser shall disclose the names and addresses of: (i) Adviser; (ii) any entity that is a parent of, or owns a controlling interest in, Adviser; (iii) any entity that is a subsidiary of, or in which a controlling interest is owned by, Adviser; (iv) any persons who have an ownership or distributive income share in Adviser that is in excess of 5%; or (v) any persons who serve as executive officers of Adviser. Such disclosure shall be provided in ***Schedule A*** to this Agreement, which is attached hereto and incorporated herein.

18. Execution of Originals. This Agreement may be executed in two or more counterparts.

19. No Waiver. A party's failure at any time to enforce any of the provisions of this Agreement or any right with respect thereto, will not be construed to be a waiver of such provision or right, or to affect the validity of this Agreement. The exercise or non-exercise by a party of any right under the terms or covenants herein shall not preclude or prejudice the exercising thereafter of the same or other rights under this Agreement.

20. Legality. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions of this Agreement shall not be affected, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue.

21. Related Activities. The parties acknowledge Adviser's existing agreement with the City to provide financial advisor services with respect to the City's debt management and debt issuance.

22. Appropriation. Any amount of compensation due according to the terms of this Agreement for which an appropriation is required and for which no appropriation has been authorized by the Roeland Park City Council shall not be due and payable and this Agreement shall become null and void as to such compensation unless and until the required appropriation is made.

23. Adviser Certifications, Representations and Acknowledgements. Adviser hereby certifies, represents, and acknowledges as follows:

- a. Adviser (i) is registered as an “investment adviser” under the Investment Advisers Act of 1940 as amended (the “Advisers Act”); (ii) will promptly advise the City if at any time during the term of this Agreement Adviser ceases being so registered; and (iii) has delivered to the City a copy of Part II of its Form ADV or comparable Brochure pursuant to the Advisers Act;
- b. Adviser is a fiduciary with respect to the assets it manages pursuant to this Agreement;
- c. Prior to the execution of this Agreement, Adviser has disclosed to the City any action, event or occurrence that would be reportable in Section 11 of Adviser’s next ADV filing with the Securities and Exchange Commission;
- d. Adviser and members: (i) are not legally prohibited from contracting with the City and (ii) have no public or private interest, direct or indirect, and shall not acquire directly or indirectly any such interest, which does or may conflict in any manner with the performance of Adviser’s obligations under this Agreement;
- e. Adviser did not retain a person or entity to influence (i) the outcome of the investment decision made by the City with respect to Adviser or (ii) the procurement of investment advice or services by the City with respect to Adviser, for compensation, contingent in whole or in part, upon the decision or procurement; and
- f. Adviser is duly authorized and fully empowered to execute, deliver and perform this Agreement.

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

[signatures on following page]

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

CITY OF ROELAND PARK, KANSAS

By: _____
Joel Marquardt, Mayor

ATTEST:

Kelley Bohon, City Clerk

APPROVED AS TO FORM:

Neil R. Shortlidge, City Attorney

COLUMBIA CAPITAL MANAGEMENT, LLC, a
Missouri limited liability company

Jeff White, Principal

SCHEDULE A—ADVISER NAME, ADDRESS AND OWNERSHIP

Columbia Capital Management, LLC
6330 Lamar, Suite 200
Overland Park, Kansas 66202

Dennis Lloyd	40%
Jeff White	40%
Kelsi Spurgeon	20%

SCHEDULE B—CITY OFFICIALS AUTHORIZED TO TAKE ACTION UNDER THIS AGREEMENT

City Administrator
Finance Director

Item Number: New Business- VII.-J.

Committee Meeting Date: 5/18/2015



City of Roeland Park Action Item Summary

Date: 5/8/2015
Submitted By: Aaron Otto
Committee/Department: Administration
Title: **Agreement to implement Microsoft 360**
Item Type: Agreement

Recommendation:

To approve a migration agreement and servings agreement to shift City computer services over to Microsoft 360.

Details:

The City of Roeland Park has been updating its servers and software programs for the last two years. The Court software system was replaced at the end of 2014 since it relied on a system that was no longer going to be supported due to its age. Digit ticket is the next technology improvement currently being implemented by City staff. The next technology item that needs to be replaced is a 2002 Microsoft exchange server and a 2003 server currently used by the police department. The 2003 server will not be supported after July 15, 2015 and could cause the police department to lose access to critical information.

City staff has been working on a plan to move email and Microsoft software programs to a cloud based platform. This will eliminate the needs to replace the 2002 Microsoft exchange server and the 2003 police server and continue to have access to emails and critical police information. Additionally, the experience for the end user will largely look unchanged however it will include newer versions of Microsoft software programs. This effort was included in the FY14 budget however due to replacing the court software program and the implementation of Digit ticket, Microsoft 360 was not implemented in 2014. If approved, implementation and conversation will take place in June to ensure no disruption in police information or city email come July 15.

Financial Impact

Amount of Request: \$4,000.00	
Budgeted Item?	Budgeted Amount: \$7,000
Line Item Code/Description: Other Contractual	

Additional Information

\$4,000 integration (one time) and \$3,200 (half year)

ATTACHMENTS:

Description		Type
	MS 360 part 1	Cover Memo
	Ms 360 part 2	Cover Memo



QUOTE

as of 3/30/2015

Bill to:

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

Ship to:

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

Reseller (Remit To):

LiftOff LLC
Attn: Ron Braatz
1667 Patrice Circle
Crofton, MD 21114

Terms:

Due on Receipt

Payment Options:

Check or Wire Transfer (bank details provided upon request)

Quote Description

G SKU Item Name	Part Number	Term in Months	Price/User/Month	Licenses	Cost/Year
Exchange Online Plan 1	3MS-00001	12	3.49	12	\$502.56
Office 365 Plan G1	U4S-00002	12	6.00	3	\$216.00
Office 365 Plan G3	U7S-00008	12	17.00	27	\$5,508.00

Total: \$6,226.56

Pricing Information:

- Add-on purchases can be made throughout the year with a minimum purchase of 5 units.
- All prices are displayed in United States Dollars.
- Product and pricing data are updated frequently and may change without notice.
- Pricing valid for 14 days
- License orders are paid up front, are non-refundable, and are one-year licenses that renew each year.
- License reductions, upgrades, or cancellations may only occur at the annual renewal date.

In order to proceed, send a Purchase Order to rbraatz@liftoffonline.com. Once we have the Purchase Order, we will order the licenses from Microsoft. We will immediately invoice the full amount when we place the order.

Customer Terms for Cloud Services Agreement US Public Sector

This agreement is between **LiftOff LLC** (“we”, “us”, and “our”) and **City of Roeland Park, KS** (“you” and “your”). It is effective when we accept it. Key terms are defined in 8.

1. General.

Right to use. You may access and use Office 365, and install and use a Client (if any) included with your Subscription, only as described in this agreement. All other rights are reserved.

Acceptable use. You will use Office 365 only per the AUP. You will not use Office 365 in any way that infringes a third party’s patent, copyright, or trademark or misappropriates its trade secret. You may not reverse engineer, decompile, work around technical limits in, or disassemble Office 365, except if applicable law permits despite this limit. You may not rent, lease, lend, resell, transfer, or host Office 365 to or for third parties.

Compliance. You will comply with all laws and regulations applicable to your use of Office 365. In providing Office 365, we and our Providers will comply with all laws and regulations (including applicable security breach notification law) that generally apply to IT service providers. You will obtain any consents required: (1) to allow you to access, monitor, use, and disclose user data; and (2) for us to provide Office 365. If you are an educational institution, you will obtain any parental consent for end users’ use of Office 365 as required by applicable law.

Customer Data. Customer Data is used only to provide you Office 365. This use may include troubleshooting to prevent, find and fix problems with Office 365’s operation. It may also include improving features for finding and protecting against threats to users. Neither we nor our Providers will derive information from Customer Data for any advertising or other commercial purposes. We will enable you to keep Customer Data separate from consumer services. Customer Data will not be disclosed unless required by law or allowed by this agreement. Your contact information may be provided so that a requestor can contact you. If law requires disclosure, we will use commercially reasonable efforts to notify you, if permitted. Customer Data may be transferred to, and stored and processed in, any country we or our Providers maintain facilities, unless you provision your tenant in the United States. If you do, Microsoft will provide Office 365 from data centers in the United States, and storage of the following customer data at rest will be located in data centers only in the United States: (i) Exchange Online mailbox content (e-mail body, calendar entries, and the content of e-mail attachments), and (ii) SharePoint Online site content and the files stored within that site.

Changes. Office 365 may be changed periodically, after which you may need to agree to new terms. You may be required to run a client software upgrade on devices using Office 365 after a change to maintain full functionality.

Use rights. Use rights specific to Office 365 are posted online at the link to the AUP.

2. Confidentiality and Security.

We and our Providers will (a) maintain appropriate technical and organizational measures, internal controls, and data security routines intended to protect Customer Data against accidental loss or change, unauthorized disclosure or access, or unlawful destruction and (b) not disclose Customer Data, except as required by law or expressly allowed. Neither party will make any public statement about this agreement’s terms without the other’s prior written consent.

3. Term, Termination, and Suspension.

Term and termination. This agreement will remain in effect for three years subject to your right under applicable law to terminate for convenience.

Customer Data. You may extract Customer Data at any time. If your Subscription expires or terminates, we will keep your Customer Data in a limited account for at least 90 days so you may extract it. We may delete your Customer Data after that.

Regulatory. If a government rule or regulation applies to us or our Providers, but not generally to other businesses, and makes it difficult to operate Office 365 without change, or we or our Providers believe this agreement or Office 365 may conflict with the rule or regulation, we may change Office 365 or terminate the agreement. If we change Office 365 to come into compliance, and you do not like the change, you may terminate.

Suspension. We may suspend use of Office 365: (1) if reasonably needed to prevent unauthorized Customer Data access; (2) if you do not promptly respond under §5 to intellectual property claims; or (3) for non-payment; or (4) if you violate the AUP. A suspension will be in effect only while the condition or need exists and, if under clause (1) or (2), will apply to the minimum extent necessary. We will notify you before we suspend, unless doing so may increase damages. We will notify you at least 30 days before suspending for non-payment. If you do not fully address the reasons for suspension within 60 days after we suspend, we may terminate your Subscription.

4. Limited warranty; disclaimer.

We warrant that Office 365 will meet the SLA terms during the Subscription; your only remedy for breach of warranty is stated in the SLA. *We provide no (and disclaim to the extent permitted by law any) other warranties, express, implied, or statutory, including warranties of merchantability or fitness for a particular purpose.*

5. Duty to protect.

Defense. We or our Providers will defend you against any claims made by an unaffiliated third party that Office 365 infringes its patent, copyright, or trademark or misappropriates its trade secret.

Remedies. If we or our Providers reasonably believe that a claim under §5 may bar your use of Office 365, we or our Providers will seek to: (1) obtain the right for you to keep using it; or (2) modify or replace it with a functional equivalent and notify you to stop use of the prior version. If these options are not commercially reasonable, we or our Providers may terminate your rights to Office 365 and refund any payments for unused Subscription rights.

Other obligations. To the extent permitted by law, you will (1) notify us promptly of a claim under this §5 and (2) allow us or our Providers to assist in your defense or settlement. You will provide reasonable help to defend. We or our Providers will reimburse you for reasonable out-of-pocket expenses incurred in giving that help and pay the amount of any resulting adverse final judgment (or settlement the protecting party consents to). Neither we nor our Providers will be bound by any settlement to which we do not agree in writing, this § 5 provides the exclusive remedy for these claims.

Limits. The obligations of us and our Providers in this §5 won't apply to a claim or award based on: (1) Customer Data; (2) software not provided by us or our Providers; (3) modifications you make to Office 365, or materials you provide or make available as part of using Office 365; (4) your combination of Office 365 with, or damages based on the value of, a product, data, or business process not provided by us or our Providers; or (5) your use of a Microsoft trademark without their express, written consent, or your use of Office 365 after being notified to stop due to a third-party claim.

6. Limited liability.

Each party's (and our Providers') maximum aggregate liability for any claim related to this agreement is limited to direct damages up to the fees that you paid for Office 365 during the 12 months before the claim arose (or \$5,000.00 if you paid no fees). *Neither party nor our Providers will be liable for lost revenues or indirect, special, incidental, consequential, punitive, or exemplary damages, even if the party knew they were possible.* The limits and exclusions in this §6 apply to the extent permitted by law, but do not apply to (1) obligations under §5; or (2) intellectual property infringement or misappropriation.

7. Agreement mechanics.

You must send notice by regular mail, return receipt requested, to the address on the Portal (effective when delivered). We may email notice to your account administrators (effective when sent). You may not assign this agreement, or any right or duty under it. If part of this agreement is held unenforceable, the rest remains in force. Failure to enforce this agreement is not a waiver. The parties are independent contractors. This agreement does not create an agency, partnership, or joint venture. This agreement is governed by the laws applicable to Customer, without regard to conflict of laws. This agreement (including the SLA and AUP) and our price sheet are the parties' entire agreement on this subject and supersedes any concurrent or prior communications. Agreement terms that require performance, or apply to events that may occur, after termination or expiration will survive, including §5. Office 365 and the Client are subject to U.S. export jurisdiction. You must comply with the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end-use, and destination restrictions. For more information, see <http://www.microsoft.com/exporting/>. Our Providers may deliver Office 365, and the rights granted to us also apply to them.

8. Definitions.

"AUP" means the acceptable use policy at <http://www.microsoftvolumelicensing.com/Downloader.aspx?DocumentId=5502>.

"Client" means device software that we or our Providers provide you with Office 365.

"Customer Data" means all data, including all text, sound, or image files that are provided to us or our Providers by, or on behalf of, you through your use of Office 365.

"Office 365" means (1) Exchange Online, Exchange Online Archiving, SharePoint Online, Lync Online, and Office Web Apps included in Office 365 Enterprise Plans E1, E2, E3, E4, K1, and K2; and Office 365 Government Plans G1, G2, G3, G4, K1, and K2; and (2) Exchange Online Archiving; Exchange Online Protection; Exchange Online Plans 1, 2, Basic, and Kiosk; SharePoint Online Plans 1, 2, and Kiosk; Office Web Apps Plans 1 and 2; and Lync Online Plans 1, 2, and 3.

"Portal" means the Online Services Portal for Office 365 (see <http://www.microsoft.com/online>).

"Providers" means our affiliates, licensors, and suppliers, including Microsoft and its applicable affiliates.

"SLA" means the service level commitments we or our Providers make regarding delivery and performance of Office 365 (see <http://www.microsoft.com/licensing/contracts>).

"Subscription" means an order for a quantity of Office 365.

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is made effective as of May 8, 2015 by and between LiftOff, LLC of 1667 Patrice Circle, Crofton, MD 21114 and City of Roeland Park, KS ("Client") of 4600 West 51st Street, Roeland Park, KS 66205. Therefore, the parties agree as follows:

1. Background, Intent, and Relationship

The purpose of this Agreement is to establish the terms and conditions governing the contractual relationship between the parties. Nothing in this Agreement shall be interpreted or construed as (1) creating or establishing a partnership, joint venture or similar business relationship between the parties; (2) creating or establishing an exclusive relationship between the parties; or (3) creating or establishing any employment relationship between the parties, which hereby acknowledge that LIFTOFF is an independent contractor under this Agreement.

2. Statements of Work

All services performed under this Agreement will be specified in a Statement of Work ("SOW") to be prepared for each engagement and signed by the parties. The initial SOW is incorporated in this Agreement as Exhibit A, attached hereto. To the extent that any term contained in the SOW may be contradictory to any term contained in this Agreement, the parties agree that the SOW shall govern.

It is agreed that the terms and conditions of this Master Agreement shall govern with respect to the services to be provided to Client by LIFTOFF, in accordance with each SOW executed by the parties. Each SOW shall become an Addendum to this Master Agreement. The terms of this Master Agreement will be incorporated into each SOW by reference.

3. Professional Services Agreement

This Agreement is for the performance of professional services only. LIFTOFF reserves the right to incorporate any techniques, skills, and/or procedures known or acquired from this or any other project into this or any future professional services engagements. Any such techniques, skills, or procedures remain the sole intellectual property of LIFTOFF, and may be used in any contemporaneous or future professional services engagements for this or any other Client, without limitation.

This is not a Work for Hire agreement. LIFTOFF does not sell, assign or transfer ownership of any intellectual property used or developed by LIFTOFF in the performance of any services for the Client pursuant to this Agreement. Nothing contained herein or in any SOW hereunder shall be construed or interpreted as any such sale, transfer, conveyance or assignment of any right, title or interest by LIFTOFF in any of its intellectual property.

4. Invoice Remittance

Invoice payments must be sent to the LIFTOFF main office: 1667 Patrice Circle, Crofton, MD 21114. The LIFTOFF Federal ID number is: 27-1914176.

Payment terms are specified on the SOW. Payments are considered late on the 30th day after the due date. Late payments will incur a 2% late payment fee for each block of 30 or fewer days overdue (payments 30-60 days overdue will be assessed a 2% fee, payments 60-90 days overdue will be assessed a 4% fee, etc...)

5. Expenses

In addition to the charges for services as described above and with prior approval of the Client, the Client shall reimburse LIFTOFF for all reasonably and necessary expenses (including travel, lodging, travel meals, and other related costs) incurred in the course of performing services under this Agreement.

6. Confidentiality

Customer and Client acknowledge that, by reason of this Agreement, each may have access to certain information and materials concerning the others business, plans, customers, technology and products that are confidential. Such information and materials are of substantial value to each party, which value would be impaired if such information were disclosed to third parties. Neither party shall disclose to third parties, or use in any way for its own account or for the account of any third party, any such confidential information disclosed as a result of this Agreement.

7. Termination of Agreement

This Agreement shall be in effect until such time as all services have been fully performed by LIFTOFF and all invoices have been fully paid by the Client. This agreement may be terminated by either party for convenience upon sixty (60) days prior written notice. Termination by client for convenience will result in charges for all in-process work. Upon termination of this Agreement for any reason, Sections 3, 6, 8, 9 will survive and bind the parties in their entirety.

8. Indemnity, Disclaimers, Limitation of Liability

In no event shall LIFTOFF's aggregate liability arising from or relating to the agreement or the services rendered (regardless of the form or action, whether by contract, warranty, tort, malpractice, fraud, and/or otherwise) exceed the amount actually paid by the client to LIFTOFF for services rendered under the agreement.

In no event shall LIFTOFF be liable for any consequential, special, indirect, incidental, or punitive damages, or for any loss of profits, revenue or business opportunities, regardless of the form of action and even if LIFTOFF has been advised of the possibility thereof.

9. Non-Solicitation of Employees

During the term of this Agreement and for twelve (12) months thereafter, neither party will, either directly or indirectly, solicit for employment by itself (or any of its affiliates) any employee of the other party (or any of its affiliates), unless the hiring party obtains the written consent of the other party.

10. Governing Law/Jurisdiction/Venue

This contract will be governed by and construed in accordance with the laws of the State of ~~Kansas~~ ~~Maryland, excluding its con~~

~~flit of laws provisions. Any action to enforce this contract shall be brought in the District Court of Johnson County, Kansas.~~

LiftOff, LLC
Ron Braatz, President
1667 Patrice Circle
Crofton, MD 21114

11. Disputes

LIFTOFF and Client agree that disputes shall first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests. No dispute resolution shall be a condition precedent to any legal action.
~~The parties agree that any dispute arising from this Agreement shall be settled by arbitration in accordance with the Commercial Rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Where disputes are submitted to arbitration, the parties agree to accept the decision of the arbitrators as final and binding on both parties. Arbitration shall be conducted in Maryland in accordance with the laws of Maryland.~~

Such address may be changed from time to time by either Party by providing written notice to the other in the manner set forth above.

14. Credit and Public Awareness

The Client further agrees to allow LIFTOFF to take public recognition of its engagement through the use of press releases, Internet postings, competition entries or other communication materials. This awareness will not violate any confidentiality provisions of this agreement, nor will it disclose any financial terms of the engagement without the prior written consent of the Client.

12. Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

15. Waiver

The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

13. Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered as of the date delivered via facsimile, overnight mail or United States certified or registered mail, addressed as follows:

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

16. Entire Agreement

This Agreement and the referenced SOW constitute the entire agreement between the parties, and supersede all prior or contemporaneous communications between the parties (whether written or oral) relating to the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by both parties. There are no representations or commitments relied upon by either party not contained herein.

IN WITNESS WHEREOF, the parties have caused their authorized representatives to execute this Agreement as of the Effective Date.

LiftOff, LLC

City of Roeland Park, KS

By:

Ron Braatz
President

Date

By:

Name:
Title:

Date

Exhibit A – Initial Statement of Work

1. Work to Be Performed

- 1.1. LIFTOFF will provide **Guided Deployment Services** focused on the migration to the Office 365 solution. Specifically, the work will:
 - 1.1.1. Consist of an overall **“Coach/Mentor” approach**, where LiftOff will work with your IT Staff to determine the best approach for the migration and train your IT Staff on the new Microsoft Office 365 system.
 - 1.1.2. Consist of an **Assessment process** where we will complete an analysis of the current email environment and ensure that requirements are captured, core functionality is reviewed, and details for the migration are discussed and reviewed. This will be conducted via phone and typically takes 2-3 hours to complete.
 - 1.1.3. Assist in the purchase of the **Office 365 licenses** and review the licensing agreement with Microsoft.
 - 1.1.4. Consist of **Setup and Pre-Staging in the Office 365 Admin Console** where we will get the domain added, updated, and verified, and the users imported into the cloud system.
 - 1.1.5. Consist of identifying, testing, and implementing the **optimal email migration tools and strategies**. This does not include the setup or configuration of Directory Sync, ADFS or long-term hybrid co-existence migration scenarios.
 - 1.1.6. Consist of **migration wrap-up support** to include modifying the MX record and verifying mail flow.
 - 1.1.7. Consist of consulting on the best way to download and install **Office Professional Plus 2013** for a few users (if applicable).
 - 1.1.8. Consist of consulting on the best way to install and configure **Lync Online** for a few users (if applicable).
 - 1.1.9. Require that the client assign LiftOff, LLC as the **Partner of Record** for a period of 24 months once the solution is purchased. Instructions for this will be provided. LiftOff's Partner ID number is 2823664.
 - 1.1.10. Require that the client purchase via the monthly subscription **Microsoft Online Subscription Agreement (MOSA)**. Instructions for this will be provided.
 - 1.1.11. Conclude with a **Project Close-Out** consisting of tips for managing Microsoft support post-deployment and instructions for reviewing LiftOff's performance in the Microsoft Pinpoint System.
- 1.2. LIFTOFF will provide an **“Office 365 Workshop”** via phone with Client. Specifically, the work will include **mini-training sessions on:**
 - 1.2.1. The Office 365 Admin Center (OAC) and the Exchange Admin Center (EAC)
 - 1.2.2. Exchange Online Protection (EOP)
 - 1.2.3. PowerShell functionality within Office 365
- 1.3. Include the initial setup of **SharePoint Online** (if applicable) for a few users to include adding users and basic branding (logo, colors). **Advanced SharePoint development including data migration requires a separate contract.**
- 1.4. Provide copies of **planning materials and communications** including the Microsoft Office 365 Deployment Guide, LiftOff proprietary training material and prepared staff template communiques, and other migration literature as necessary.
- 1.5. This Statement of Work will commence upon acceptance of documents on dates negotiated between LIFTOFF and Client.

2. Investment & Payment Structure

- 2.1. The cost of the services outlined in Section 1 above is **\$4,000**. This is the client cost and has already factored in any incentives or promotions (2.1.1 below). This pricing is valid for 30 days past the date identified in section 3.1. Invoicing is done after the Assessment Process (1.1.2) and terms are Net 30. All subscription software is licensed directly with Microsoft.
 - 2.1.1. Microsoft occasionally runs various promotions that serve as deployment rebates. Any Microsoft rebate that is applicable to this project has already been factored into the reduced amount listed in 2.1
- 2.2. Migration Wiz Premium, multi-pass licenses may be recommended for the project. These licenses typically cost \$12/user. If Client agrees to use Migration Wiz, Client will be responsible for purchasing licenses for all users. All migration licenses are purchased directly from Migration Wiz.

3. General Terms and Conditions

- 3.1. This Statement of Work will be bound by the terms of the Master Services Agreement between LIFTOFF & Client dated May 8, 2015, to which this Initial Statement of Work is attached as Exhibit A.

4. Signature

Agreed and Accepted by:

LiftOff, LLC

City of Roeland Park, KS

By: _____ Date _____
 Ron Braatz
 President

By: _____

Name: _____ Date _____

Title: _____

Item Number: New Business- VII.-K.

Committee 5/18/2015
Meeting Date:



**City of Roeland Park
Action Item Summary**

Date:

Submitted By:

Committee/Department:

Title: **Approval of advertisement for the City Administrator position**

Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

ATTACHMENTS:

Description

Type

city administrators ad final

Cover Memo

Roeland Park Job Advertisements

Long Advertisement

City Administrator

Roeland Park (pop. 6,845; \$14.4 million budget; 29 FTE's), is a progressive, close-knit community located in northeast Johnson County, Kansas. It possesses an attractive combination of high-quality public schools, small-town culture, and proximity to metro area amenities. The former city administrator is leaving to take an upper management position within a substantially larger local government.

The City operates under a nine-member mayor-council-administrator form of government, and oversees a community center, year round aquatic center, and a number of parks. The Administrator is responsible for all personnel within each City Department which includes Public Works, Administration, Police Department, Court, and Neighborhood Services.

The governing body is looking for candidates who can showcase a history of professionalism and successfully communicating with citizens. Applicants should have a Master's degree in public administration and at least four years of city management experience. Candidates should also have strong leadership skills and high-level personnel management experience.

Competitive benefits; Salary \$85,000 - \$100,000 DOQ. Interested candidates should submit a cover letter, resume, and three work-related references to LEAPS-Roeland Park@lkm.org or LEAPS-Roeland Park, 300 SW 8th, Topeka, KS 66603. If confidentiality is requested, please note in application materials. Application review will begin July 6. EOE.

City Website: <http://www.roelandpark.net/>

Budget Document: <http://www.roelandpark.net/wordpress/wp-content/uploads/2015-City-Budget-Final.pdf>

Short Advertisement

City Administrator

Roeland Park, Kansas (pop. 6,845; \$14.4 million budget; 29 FTE's), is a progressive, close-knit community located a few miles from Kansas City, MO in northeast Johnson County. The City is looking for a strong, professional leader with an MPA and at least 4 years of city management experience. Salary \$85K-\$100K DOQ. Send cover letter, resume, and 3 professional references to LEAPS-Roeland Park@lkm.org or LEAPS-Roeland Park, 300 SW 8th, Topeka, KS, 66603. EOE. Open until filled. Application review begins July 6.

The following is a list of suggested advertising locations and projected costs. The A column is for the smaller advertisement the B column is for the larger more complete advertisement. Our recommendations are boxed.

	A	B
◆ ICMA JobCenter (online) & Newsletter (2 publications for 30 days)	n/a	\$450
◆ Nation's Cities Weekly (NLC)	n/a	\$250
◆ Kansas Government Journal (LKM webpage)	\$65	\$140
◆ Kansas Municipal Utilities Dispatch (Next Issue)	\$25	n/a
◆ Kansas Association of Counties Newsletter (Next Issue)	\$50	\$75
◆ Kansas Association of Counties Website	\$25	n/a
◆ Govtjobs.com (60-day posting)	n/a	\$150
◆ Local Government Job Net	\$39	\$60
◆ Texas Municipal League	n/a	\$150
◆ League of Nebraska Municipalities Monthly Publication	\$50	\$125
◆ Oklahoma Municipal League Online Employment Website	n/a	\$20
◆ Missouri Municipal League Hunting Grounds (electronic)	\$90	n/a
◆ Colorado Nonprofit Association (5 weeks online)	n/a	\$90
◆ Iowa League of Cities (30-day posting)	\$0	\$140
◆ Arkansas Municipal League's Monthly Publication	\$0	\$160
◆ Posted with the career centers at Kansas State University, University of Kansas, Washburn University, Fort Hays State University, Emporia State University, Pittsburg State University, and Wichita State University (immediate and free)		
◆ Kansas University Greener Grass—Job seeking listserv for the University of Kansas Public Administration program and posted with the directors and career pages of the MPA Programs at WSU and KSU (immediate and free)		

Projected Advertising Budget \$914.00

Salary Survey

City	Position	Population	Education	Salary
LANSING	City Administrator	11,642	BA Criminal Justice	\$99,082.00
BONNER SPRINGS	City Manager	7,480	MSA, MPA	\$114,690.00
PARKVILLE, MO	City Administrator	5,928	MPA	\$96,000
DE SOTO	City Administrator	5,911	MPA	\$106,000.00
SPRING HILL	City Administrator	5,730	BA, MPA	\$89,000.00
PAOLA	City Manager	5,630	BS, Emporia State University, MPA - University of Kansas	\$103,000.00
TONGANOXIE	City Administrator	5,165	Master of Public Administration	\$89,500.00
BALDWIN CITY	City Administrator	4,540	MPA, JD	\$89,000.00
FAIRWAY	City Administrator/City Clerk	3,963	some college	\$78,000.00
Average		6,221		\$96,030

Item Number: New Business- VII.-L.

Committee Meeting Date: 5/18/2015



City of Roeland Park Action Item Summary

Date: 5/7/2015
Submitted By: Aaron Otto
Committee/Department: Administration
Title: **Employee Handbook Revisions**
Item Type: Other

Recommendation:

To approve updates to the City Employee Handbook.

Details:

Details: In 2012 City Staff worked with the Midwest Public Risk provided attorney to conduct the first review of the City's employee handbook in nearly a decade. Many updates were made to better reflect current practices and changes in employment law. Since the handbook was adopted by council, the management team for the city has completely turned over. Therefore, during the first quarter of 2015, the management team has worked with the MPR provided attorney to review the employee handbook again to look in more details for items that are in need of updating from either an operational or human resources legal perspective. The results of this review are shown via track changes in the attached document.

Financial Impact

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

Additional Information

ATTACHMENTS:

Description		Type
	Employee Handbook track changes	Cover Memo
	Employee Handbook final clean	Cover Memo



City of Roeland Park

~~Personnel Policy~~ Employee Handbook

Adopted 2/4/2013

Effective 3/1/2013



The City of Roeland Park, Kansas

R.I.C.T.E.R. Scale

- Respect: We show consideration for all persons with whom we have contact; both our customers and fellow employees.
- Integrity: We have the courage to consistently do what is right and fair.
- Creativity: We find better ways to do things. We are innovative in achieving excellence.
- Team Work: We support and encourage others as we work toward a common goal.
- Excellence: We strive to exceed expectations for the results we produce, the quality of our services and the interactions with our customers.
- Responsibilities: We embrace the opportunity to do the right thing in carrying out commitments and obligations.

Management Team Leadership Philosophy

We believe that the employees are the most valuable assets. We are an organization of diverse individuals with integrity who trust each other to make right decisions. We value all staff and recognize that improvements derive from the people providing the services. We work together to produce excellent results. To this end we foster an environment that maximizes talent, skills and creativity.

Employee Mission Statement

Staff members work with elected leaders and citizens to make our community the best it can be.

Realizing the balance between diverse interests and desires, we, as employees, pledge to provide outstanding services for the residents and customers of the community every time.



We are an organization committed to provide the necessary support and opportunities for each staff member to honor this pledge.

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A. GENERAL GUIDELINES

1. Policies Established-

The following policies, guidelines and other provisions for personnel administration in the City of Roeland Park are established to:

- a) Promote and increase the efficiency and effectiveness of City service;
- b) Develop a program of recruitment and advancement which will make City service attractive as an employment opportunity; and
- c) Establish and maintain a uniform plan of performance evaluation and compensation based upon the relative duties and responsibilities of each position to assure a fair and equitable wage or salary to all employees.

2. City Employment and Personnel Policies-

These policies [in this Employee Handbook](#) are not intended to cover every situation or question that might arise during the course of your employment, but rather, serve as general information and guidelines to provide a framework for day-to-day practices. While ~~the this Employee handbook~~ [Handbook](#) describes certain policies, procedures and benefits, it is subject to change from time to time, with or without notice to employees, and at the sole discretion of the City.

This [Employee Handbook](#) supersedes any and all past handbooks, policies, procedures, understandings and standards, written or verbal, express or implied.

3. At-Will Employment-

This [Employee Handbook](#) does not create express or implied contractual employment rights to continued employment or employment benefits. Employment at the City is at will, which means that either the employee or employer may terminate the employment at any time, for any reason not prohibited by law, with or without notice. All employees are considered to be at-will employees for the purposes of City employment, and no supervisor or other management personnel has the authority to change, either orally or in writing, the at-will status of any employee [or create an employment contract. Only the Governing Body has the authority to create an employment contract and such contract must be in writing.-](#)

4. Application of Policies-

These policies and guidelines [in this Employee Handbook](#) shall apply to all employees in the service of the City except elected and appointed officials.

5. Departmental Guidelines-

The head of any City department may formulate, in writing, reasonable guidelines for the conduct of the operations of his or her department, such as those relating to safety or operational procedures, which shall be available to all departmental employees. Such department guidelines shall not be less stringent than, in violation of, or in conflict with [this Employee Handbook](#) ~~any personnel guidelines adopted by the Governing Body~~. When a conflict exists between City

~~guidelines~~[this Employee Handbook](#) and guidelines set by a department, the [Employee Handbook](#) shall ~~City guidelines~~ govern.

6. Amendment of Policies-

These policies may be amended from time-to-time in the same manner as they were adopted. Any such amendment shall become effective upon adoption by the Governing Body. The most recent version of this policy can be located online or by contacting the City Clerk.

B. WORKPLACE GUIDELINES

1. [Equal Opportunity Statement](#)~~Non-Discrimination-~~

It shall be the policy of the City to provide fair and equal employment opportunity to all qualified applicants and employees, and not discriminate on the basis of race, color, sex, disability, religion, age, national origin, military and/or veteran status, citizenship status, genetic information or any other characteristic protected by applicable federal, state or local laws. Our management team is dedicated to this policy with respect to all terms and conditions of employment, including but not limited to: recruitment, hiring, placement, promotion, transfer, [demotion](#), [layoff](#), [termination](#), training, [recruitment](#), [advertising](#), compensation, benefits, employee activities, [all other terms and conditions](#), and general treatment during employment. [In most cases](#), ~~v~~Vacant positions shall be advertised, except those that fall under the internal promotion policy and those exempted by the Governing Body on an emergency basis.

[The City Administrator has overall responsibility for this policy and maintains any required reporting and monitoring procedures. Employees' questions or concerns should be referred to the City Administrator.](#)

~~2. Reporting Procedure-~~

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of the City Administrator. The City will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. To ensure our workplace is free of artificial barriers, violation of this policy ~~will~~[may](#) lead to discipline, up to and including discharge.

[2. Non-Discrimination and Anti-Harassment Policy-](#)

[The City is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits discriminatory practices, including harassment. Therefore, the City expects that all relationships among persons in the workplace will be business-like and free of bias, prejudice and harassment.](#)

[The City is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits discriminatory practices, including harassment.](#)

Therefore, the City expects that all relationships among persons in the workplace will be business-like and free of bias, prejudice and harassment.

a)

Sexual harassment constitutes discrimination and is illegal under federal and Employer laws. For the purposes of this policy, sexual harassment is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example: (i) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; ii) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (iii) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include, but are not limited to: unwanted sexual advances or requests for sexual favors; repeated requests for social engagement or interactions when prior social invitations have been refused or when the employee has otherwise indicated such invitations are unwelcome; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, catcalls or touching; insulting or obscene comments or gestures; display or circulation in the workplace of sexually suggestive objects or pictures (including through e-mail); and other physical, verbal or visual conduct of a sexual nature. Sex-based harassment that is, harassment not involving sexual activity or language (e.g., male manager yells only at female employees and not males) may also constitute discrimination if it is severe or pervasive and directed at employees because of their sex.

b) Other Prohibited Harassment

Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, national origin, religion, age, disability, creed, marital status, ancestry, sexual orientation or any other characteristic protected by law or that of his/her relatives, friends or associates, and that: (i) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (ii) has the purpose or effect of unreasonably interfering with an individual's work performance; or (iii) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes and display or circulation in the workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group (including through e-mail).

c) Individuals and Conduct Covered

These policies apply to all applicants and employees, and prohibit harassment, discrimination and retaliation whether engaged in by fellow employees, by a supervisor or manager or by someone not directly connected to the City (e.g., an outside vendor, consultant or customer).

Conduct prohibited by these policies is unacceptable in the workplace and in any work related setting outside the workplace, such as during business trips, business meetings and business-related social events.

d) Retaliation is Prohibited

The City prohibits retaliation against any individual who reports discrimination or harassment or participates in an investigation of such reports. Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, may be subject to disciplinary action up to and including discharge.

e) Complaint Procedure

Employees who have experienced conduct they believe is contrary to this policy have an obligation to take advantage of this complaint procedure. An employee's failure to fulfill this obligation could affect his or her rights in pursuing legal action. Also, please note, federal and state discrimination laws establish specific time frames for initiating a legal proceeding pursuant to those laws.

The Employer strongly urges the reporting of all incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Individuals who believe they have experienced conduct that they believe is contrary to the City's policy or who have concerns about such matters should file their complaints with their immediate supervisor or the City Administrator before the conduct becomes severe or pervasive. Individuals should not feel obligated to file their complaints with their immediate supervisor first before bringing the matter to the attention of the City Administrator.

Early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment. Therefore, while no fixed reporting period has been established, the City strongly urges the prompt reporting of complaints or concerns so that rapid and constructive action can be taken. The City will make every effort to stop alleged harassment before it becomes severe or pervasive, but can only do so with the cooperation of its staff/employees.

The availability of this complaint procedure does not preclude individuals who believe they are being subjected to harassing conduct from promptly advising the offender that his or her behavior is unwelcome and requesting that it be discontinued.

Any reported allegations of harassment, discrimination or retaliation will be investigated promptly, thoroughly and impartially. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged Conduct or may have other relevant knowledge.

Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action.

Misconduct constituting harassment, discrimination or retaliation will be dealt with promptly and appropriately. Responsive action may include, for example, training, referral to counseling,

monitoring of the offender and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reduction of wages, demotion, reassignment, temporary suspension without pay or termination, as the City believes appropriate under the circumstances.

If an employee making a complaint does not agree with its resolution, the employee may appeal to the Governing Body.

Individuals who have questions or concerns about these policies should talk with the City Administrator.

Finally, these policies should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, or any other protected characteristic, from participating in business or work-related social activities or discussions in order to avoid allegations of harassment. The law and the policies of the City prohibit disparate treatment on the basis of sex or any other protected characteristic, with regard to terms, conditions, privileges and perquisites of employment. The prohibitions against harassment, discrimination and retaliation are intended to complement and further these policies, not to form the basis of an exception to them.

f) Policy Relating to Persons with Disabilities

It is the City's policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's disability or perceived disability so long as the employee can perform the essential functions of the job. Consistent with this policy of nondiscrimination, the City will provide reasonable accommodations to a qualified individual with a disability, as defined under applicable law, who has made the City aware of his or her disability, provided that such accommodation does not constitute an undue hardship on the City.

Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact the City Administrator. The City encourages individuals with disabilities to come forward and request reasonable accommodation.

On receipt of an accommodation request, the City Administrator and your supervisor, if other than the City Administrator, will meet with you to discuss and identify the precise limitations resulting from the disability and the potential accommodation that the City might make to help overcome those limitations.

The City will determine the feasibility of the requested accommodation considering various factors, including, but not limited to the nature and cost of the accommodation, the availability of tax credits and deductions, outside funding, the City's overall financial resources and organization, and the accommodation's impact on the operation of the City, including its impact on the ability of other employees to perform their duties and on the City's ability to conduct business.

The City will inform the employee of its decision on the accommodation request or on how to make the accommodation. If the accommodation request is denied, employees will be advised of their right to appeal the decision to the Governing Body by submitting a written request within ten business days of the decision explaining the reasons for the request. If the request on appeal is denied, that decision is final.

The law does not require the City to make the best possible accommodation, to reallocate essential job functions, or to provide personal use items (i.e., eyeglasses, hearing aids, wheelchairs).

An employee or job applicant who has questions regarding this policy or believes that he or she has been discriminated against based on a disability should notify the City Administrator, or, if necessary, the Mayor. All such inquiries or complaints will be treated as confidential to the extent permissible by law.

~~3. Americans with Disabilities-~~

~~The City will endeavor to make a reasonable accommodation to the known physical or mental limitations of qualified employees with disabilities, unless the accommodation would impose an undue hardship on the operation of our business. If you would like to request an accommodation which you, or your physician, believes would enable you to perform your essential job functions because of a physical or mental condition, please inform your Supervisor or the City Clerk.~~

~~4. Non-Harassment Policy-~~

~~It is the policy of the City to maintain a work environment which encourages respect and is free of any type of illegal workplace harassment. Harassment based on race, color, sex, disability, religion, age, national origin, military and/or veteran status, citizenship status, genetic information or any other characteristic protected by applicable federal, state or local laws is unacceptable and will not be tolerated.~~

~~The City will not tolerate, condone or allow harassment, whether engaged in by fellow employees, managers, supervisors, temporary workers, interns, or other non-employees who conduct business with the City.~~

~~This policy applies to all employees at all locations, City sponsored social or other events, including activities in which the employee represents the City. Additionally, the City is committed to maintaining a workplace free from any inappropriate conduct that may be inconsistent with the spirit and intent of this policy.~~

~~Harassment is defined as conduct that denigrates or shows hostility or aversion towards an individual because of his/her protected status and that has the purpose or effect of:~~

- ~~a) Creating an intimidating, hostile, or offensive working environment;~~
- ~~b) Unreasonably interfering with an individual's individual's work performance; or~~
- ~~c) Adversely influencing an individual's individual's employment opportunities.~~

~~Harassment may include, but is not limited to the following:~~

- ~~a) Verbal conduct such as epithets, derogatory comments, jokes, slurs;~~
- ~~b) Unwanted sexual advances, invitations or comments; or~~
- ~~c) Visual conduct such as derogatory posters, photography, cartoons, drawings, or gestures;~~

~~5. Sexual Harassment-~~

~~The following specific guidelines address claims of sexual harassment. Unwelcome sexual advances, requests for sexual favors and other verbal and physical conduct of a sexual nature constitute sexual harassment when:—~~

- ~~a) Submission to such conduct is made either explicitly or implicitly a term or condition of an employee's employee's employment;~~
- ~~b) Submission to or rejection of such conduct by an employee is used as the basis for employment decisions affecting such employee; or~~
- ~~c) Such conduct has the purpose or effect of unreasonably interfering with an employee's employee's work performance or creating an intimidating, hostile or offensive working environment.~~

~~Examples of sexual harassment include such things as:~~

- ~~i. Verbal harassment, including sexual remarks and sexually derogative comments or slurs;~~
- ~~ii. Visual harassment, including sexually derogatory posters, cartoons, drawings, etc.;~~
- ~~iii. Physical interference with normal work or movement; or~~
- ~~iv. Unwelcome sexual touching or advances.——~~

~~Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different sex. Depending on the circumstances, these behaviors may include, but are not limited to:~~

- ~~a) Unwanted sexual advances or requests for sexual favors.~~
- ~~b) Threats or insinuation that the person's person's employment, wages, promotional opportunities, job or shift assignments, or other conditions of employment may be adversely affected by not submitting to sexual advances.~~
- ~~c) Repeated requests for social engagements or interactions, when prior social invitations have been refused or when the employee has otherwise indicated such invitations are unwelcome.~~
- ~~d) Continual or repeated verbal abuse of a sexual nature including graphic commentaries regarding a person's person's body, comments regarding sexual behavior, sexually degrading words to describe a person, sexually suggestive gestures, including staring, leering, or lewd comments, sexual innuendos, and other vocal activity such as catcalls, whistles, etc.~~
- ~~e) Unwanted touching, rubbing, patting, or other physical contact with a person.~~
- ~~f) Display of photographs, cartoons, articles, or other written materials or objects of a sexual nature in the workplace.~~

- ~~g) Transmitting or accessing sexually explicit materials by computerized, electronic, or other means, such as e-mail and voicemail.~~

~~Sex-based harassment which is harassing behavior not involving sexual activity or language (e.g., male manager yells only at female employees and not males) may also constitute discrimination if it is severe or pervasive and directed at employees because of their sex.~~

~~Some behaviors may rise to the level of being unlawful, while other behaviors will not. We prefer not to be in a position to need to make determinations about the legality or illegality of behaviors. Accordingly, it is expected that all employees carefully monitor their behavior and act in a manner consistent with the intent and spirit of this policy.~~

~~No employee, whether supervisory or nonsupervisory, may sexually harass another employee.~~

~~6. Reporting Procedure-~~

~~Any employee who believes that he/she is the victim of harassment, or who is aware of inappropriate behavior directed at others, shall immediately report all incidents to one of the persons listed below with whom the employee feels the most comfortable. Complaints may be made orally or in writing to:—~~

- ~~a) Employee's Employee's immediate supervisor;~~
- ~~b) Employee's Employee's department head;~~
- ~~c) City Clerk;~~
- ~~d) Other supervisory personnel; or~~
- ~~e) City Administrator.~~

~~All complaints shall be promptly investigated; confidentiality will be maintained to the greatest extent possible.~~

~~7. Investigation-~~

~~Any allegation of harassment brought to the attention of management will be promptly investigated. All information disclosed in the complaint procedure will be held in confidence and will be disclosed only on a need-to-know basis in order to investigate and resolve the matter. Confidentiality will be maintained throughout the investigatory process to the extent practical and appropriate under the circumstances.~~

~~8. Non-Retaliation-~~

~~The City prohibits retaliation against any individual for reporting harassment or cooperating in an investigation.~~

93. Drug, Alcohol and Controlled Substance Abuse Policy-

a) General Rules

- i.** The Alcohol and Controlled Substance Abuse Policy applies to all City Employees.
- ii.** The Federal Department of Transportation (DOT) and various other Federal Programs specifically require additional prohibitions, notices, testing and training for employees involved with the operations of mass transit, aviation and commercial motor vehicles. Each agency of the DOT issues regulations specific to their industry. The City Administrator or designee is responsible for developing and implementing procedures for compliance with such regulations and shall issue copies of the procedures to covered employees as appendices of ~~the Personnel Policy Manual~~ this Employee Handbook. In the event of any conflict between rules and regulations, the stricter rule or regulation shall govern.
- iii.** The City has an obligation to its employees to take reasonable steps to ensure a drug-free and safe place to work. The City also has an obligation to the citizens of Roeland Park and the public at large to provide quality and safe services through a policy and program prohibiting alcohol, illegal drugs, and controlled substances in the workplace.
- iv.** The City prohibits the unlawful manufacture, distribution, dispensing, possession or use of alcohol/intoxicants, illegal drugs, and illegal controlled substances in the workplace. Any employee who violates this policy ~~will~~ may be subject to disciplinary action; ~~which may include~~ including termination.
- v.** The Mayor, City Council and City Administrator of the City affirm the ~~City's~~ City's policy that, as a condition of employment, all employees will abide by the policy for a drug-free workplace and adhere to the following prohibitions:
 - ~~1.~~ Employees shall not unlawfully manufacture, distribute, dispense, possess, or use illegal drugs or controlled substances in any manner (1) on City premises or in City vehicles at any time, whether or not performing City business, or (2) while performing City business at any location.
- vi.** No employee shall report to work under the influence of alcohol/intoxicants, illegal drugs, or illegal controlled substances.
 - ~~1.~~ Employees shall not unlawfully manufacture, distribute, dispense, possess, or use illegal drugs or controlled substances in any manner (1) on City premises or in City vehicles at any time, whether or not performing City business, or (2) while performing City business at any location.
- vii.** An employee convicted of violating any criminal drug statute on or off City property ~~will~~ may be subject to disciplinary action, including termination. This section does not apply to any employee performing law enforcement responsibilities.

~~e)~~viii. Employees shall not use City property or their position with the City in any way to make or traffic alcohol/intoxicants, illegal drugs, or illegal controlled substances for their own purposes.

~~f)~~ix. Employees shall not engage in any other illegal use, possession, or trafficking of alcohol/intoxicants, illegal drugs, or controlled substances in a manner which is detrimental to the interest of the City.

~~g)~~b) 4. ~~Notice of Conviction-~~

Any employee convicted of a criminal drug statute violation occurring in the workplace will notify the City Administrator of such conviction no later than five days after conviction.

c) 11. ~~Notice of Legal Drugs or Medications-~~

Employees taking medication must inform his or her supervisor if they believe they will be impaired or need a reasonable accommodation. ~~Any employee who is taking a drug or medication, whether or not prescribed by the employee's employee's physician, which may adversely affect that employee's employee's ability to perform work in a safe or productive manner is required to report such use of medication to his or her supervisor. This includes drugs which are known or advertised as possibly affecting judgment, coordination, or any of the senses, including those which may cause drowsiness or dizziness.~~ Employees shall not commence or continue work if they are uncertain whether they can perform their duties safely.

d) 12. ~~City's City's~~ Right to Search-

When the City has reason to believe an employee is violating any aspect of this policy, the City may ask the employee to submit immediately to a search of any locker, lunch box, briefcase, purse, wallet, personal belongings, desk, vehicles, or other receptacle the employee uses or has access to. Entry on City premises constitutes consent to searches and inspections. Refusal to consent to a search or inspection when requested by the City constitutes insubordination and is a violation of City policy which may result in disciplinary action, including termination.

e) 13. ~~City's City's~~ Right to Test-

i. An individual may not be hired to perform a safety sensitive function unless the individual passes a drug test of urine for evidence of marijuana, cocaine, opiates, phencyclidine (PCP), and amphetamines.

~~a)~~ii. All new hires and re-hires of full-time, part-time, or temporary/ seasonal employees may be required to take urine or other medical test, so long as directly related to the ~~employee's~~employee's ability to perform his or her job responsibilities, and to agree in writing to allow the results of those tests to be furnished to and used by the City.

~~b)~~iii. Those persons who do not pass such test(s) shall not be employed.

iv. An employee performing a safety sensitive function who is reasonably suspected of using alcohol or a prohibited drug, may be required to take a drug or alcohol test(s) or both. A ~~supervisor's~~^{supervisor's} reasonable suspicion must be based on specific contemporaneous, articulated observations concerning the appearance, behavior, speech or body odors of the employee. Alcohol testing may also be performed at any time prior, during or following an ~~employee's~~^{employee's} work shift.

v. An employee who performs a safety-sensitive function that either contributed to an accident, or cannot be completely discounted as a contributing factor to an accident, may be required to take a drug test(s).

vi. Employees who perform safety sensitive functions are subject to drug testing on an unannounced and random basis.

vii. Except as otherwise required by law, all information from an employee's drug or alcohol test shall be treated as confidential. All information related to the drug or alcohol test of an employee will be maintained in his restricted file. Anyone disclosing drug test results, in violation of this policy, will be subject to disciplinary action. Drug and alcohol testing is not genetic testing and no genetic testing will be performed on any blood, urine, or other samples provided for drug and/or alcohol testing.

f) ~~14.~~ Disciplinary Action for Violation of the Policy-

Any employee who violates any aspect of this policy, including refusal to submit to any of the above described searches, inspections, or testing when requested by the City, ~~will~~^{may} be subject to disciplinary action up to and including discharge-as described in the Personnel Policy Manual of the City, which may include termination. Failure to provide adequate breath or urine may constitute a refusal to test if a medical evaluation determines there is no medical condition preventing the employee from providing the sample. When the City has reason to believe the employee is violating this policy, the employee may be suspended immediately pending investigation.

g) ~~15.~~ Response to Questions about the Policy-

The City Administrator has been designated as the person responsible to answer questions about the alcohol and drug testing program.

~~164.~~ Nepotism-

In order to avoid favoritism or the appearance of favoritism based on family relationships, no one shall be employed in a department where the supervisor or department head is a member of their immediate family. ~~“Immediate family”~~ is defined to include only an ~~employee's~~^{employee's}:

- a) Parents or stepparents;
- b) Spouse or children;

- c) Sister or brother;
- d) Grandparents or grandchildren;
- e) Mother or father-in-law; or
- f) Brothers or sisters-in-law.

In addition to the above, no person shall usually be employed in a position in any department if that person is a member of the immediate family of another employee within that department. However, mMembers of immediate families may be employed within the same department if one or more family members are employed only as a part-time, temporary or seasonal employee for not to exceed six months in any 12 consecutive month period.

If two employees within the same department marry or otherwise obtain a relationship whereby they become members of each ~~other's~~^{other's} immediate family, one of the employees shall usually be transferred to another department, if possible, without loss of pay or other benefits. However, in most cases, the establishment of such a relationship alone shall not be the basis for termination of employment.

175. Employment Eligibility-

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility.

On your first day of work, new employees must complete Section 1 of the Federal Form I-9 and, within three business days of commencement of employment, you must show acceptable documentation, pursuant to those listed in the Form I-9, proving that you are eligible to work in the United States. This is required by federal law.

186. Political Activity-

It is the right of every employee to register and vote on all political issues. Employees are permitted to join political organizations, civic associations or groups and become involved in political activities subject to the following ~~restrictions of this article:~~

- a) As private citizens, employees may participate in all political activities, including holding public office, except for activities involving the election of candidates for any City office and where holding an appointive or elective public office is incompatible with the ~~employee's~~^{employee's} City employment.
- b) City employees are not prohibited from supporting candidates for office or from contributing labor to candidates and organizations that endorse candidates. Employees are not permitted to be candidates for City elective office in Roeland Park.
- c) Political activity must not interfere with job attendance or performance. Employees are not permitted to solicit or handle political contributions in City elections. They are not permitted to wear or display political badges, buttons or signs on their person or on City property during on-duty hours.
- d) No supervisor or other person in authority shall solicit any City employee for contributions of money or labor for any candidate for elective office, or otherwise

compel, or attempt to compel, any employee to support a candidate for elective office or to engage in any political activity.

- e) The purpose of this policy is to prevent and avoid the appearance of impropriety on the part of any City employee. City employees are neither appointed to, nor retained in, the ~~City's~~City's service on the basis of their political affiliations or activities.

197. Residency-

Residency requirements, if any, are determined by the Governing Body.

208. Outside Employment-

Full-time City employees shall not be employed in outside employment without the approval of his or her department head and the City Administrator. This applies to any significant form of non-City employment activity, whether part-time, temporary or permanent, for which the employee receives money, goods, services or other forms of compensation. An employee wishing to hold an outside job shall apply the City Administrator. The employee, when interested in securing outside employment, must furnish the City, by filing with the City Administrator, a full disclosure of the outside employment including the employer's name and address, the nature of work to be performed and the approximate hours per week that the employee will engage in outside employment. ~~Outside employment constitutes a City employee holding a second job with another employer.~~ Outside employment by a full-time employee shall only be permitted ~~only~~ when such outside employment:

- a) Is considered secondary to service with the City;
- b) Does not interfere with the performance of duties for the City; and
- c) No legal, financial or ethical conflict of interest results from such dual employment.

~~An employee must obtain approval in writing from his or her department head and the City Administrator prior to accepting outside employment or any change in the nature of such outside employment. A request to Approval to perform continuous outside employment must be renewed ~~annually by the employee~~ and re-authorized annually by the department head and ~~the~~ City Administrator.~~

219. Gift Restriction –

There will be a general prohibition against gifts, services or things of value to City staff with the following exceptions: (A) An occasional non-pecuniary gift, service or thing of value, insignificant in value (\$50.00 or less); (B) An award publicly presented in recognition of public services.

C. COMPENSATION AND PAY PRACTICES

1. Position classification-

Position classification is a system of identifying and describing different kinds of work in the organization. In most cases, eEach City position shall, on the basis of the duties, responsibilities, skills, experience, education and training required of the position, be allocated to an appropriate class, which may include either a single position or two or more positions.

2. Pay Range Plan-

The Governing Body shall adopt a pay plan, with minimum and maximum amounts of pay for each class of positions. The pay ranges assigned to each class of positions shall be periodically reviewed and revised by the Governing Body.

3. Maintenance of the Classification Plan-

It shall be the duty of each department head to report to the City Administrator any and all organization changes which will significantly alter or affect changes in existing positions or proposed positions. The Governing Body shall approve all new or revised job descriptions and pay ranges for such positions.

4. Categories of Employment-

Full-Time Employee-

One employed to regularly work at least 40 hours per work week who ~~were~~was not hired on a short-term or temporary basis. The work week is any consecutive ~~fourteen~~seven-day period, except as otherwise provided in Section E-1.

Part-Time Employee-

One employed to regularly work less than 40 hours per work week on a regular and continuing basis.

Seasonal or Temporary Employee-

One employed to work on a regular and/or recurring basis during a specific season or portion of a year.

Volunteer-

Is a non-paid individual in the position he or she holds. When acting as a volunteer an individual is not an employee regardless of other City employment.

5. Pay Periods and Paydays-

The City shall pay all employees on a bi-weekly basis, every other week, for work performed for the previous two-week period. Should the regular payday fall on a City holiday, pay shall be distributed on the working day immediately preceding that day.

6. Hours of Work-

The work week is a period of seven consecutive days beginning at the nearest shift change on Sunday (or 12:01 a.m. on Sunday) and ending at the nearest shift change on the following Saturday (or 12:00 midnight on the following Saturday).

General Employees-

The normal work period for general employees, which includes all employees other than police officers, is 80 hours.

Police Officers-

The normal work period for full-time police officers shall average 80 hours.

Normal Work Hours-

No employee shall be permitted to work in excess of their normal work period except when so directed by the ~~employee's~~^{employee's} department head. Work in excess of 40 hours per week for non-law enforcement employees, without prior written permission, constitutes insubordination which may result in discipline, up to and including termination.

Employees should see their supervisor for information regarding their meal break.

7. Employment Classification-

Positions are classified according to the responsibilities of the job, the number of hours worked each week and length of service. Employees may be eligible for different benefits and governed by different regulations dependent upon their job classification. The following definitions have been established in order to standardize terminology purposes of federal and state wage and hour laws:

a) Exempt-

Employees whose positions are exempt from the Fair Labor Standards Act and do not receive overtime pay and/or compensatory time. Exempt employees are paid on a salary basis and generally receive the same weekly salary regardless of hours worked, subject to certain, limited and legally permitted deductions.

b) Non-Exempt-

Non-Exempt Employees are employees who are paid on an hourly basis and who are subject to overtime/compensatory pay and minimum wage provisions of the Fair Labor Standards Act (FLSA). Non-exempt employees will be paid overtime at the rate of one and one-half times their regular rate of pay for all hours worked in excess of 40 hours in a work week, unless otherwise specified by state law.

You will be informed of your classifications upon hire and informed of any subsequent changes to your classification.

8. Overtime Work-

a) Compensation for authorized overtime work shall be paid at the rate of one and one-half times the ~~employee's~~employee's regular rate of pay for all hours worked over 40 per work week for non-emergency service employees.

~~a)b)~~ A work period for police and firefighters has been established under the Fair Labor Standards Act. Full-time police officers shall be eligible to receive overtime compensation only for work hours in a work period which exceed 80 hours per 14-day work period.

~~b)c)~~ Overtime compensation shall usually be paid not later than the first payday following the work week in which it was earned. However, a~~At~~ the discretion of the department head, an employee may be given compensatory time off in lieu of cash payments for the overtime worked. Any compensatory time off shall be at the rate of one and one-half times the hours of overtime worked and is accruable up to 80 hours (53.3 actual hours worked) for all employees.

~~e)d)~~ All overtime work must have prior authorization by the ~~employee's~~employee's department head. At the time of authorization, the department head shall advise the employee whether the overtime compensation shall be in the form of additional wages or compensatory time off. The department head shall maintain records of any overtime worked.

~~d)e)~~ For purposes of calculating overtime, hours worked include holiday, scheduled vacation (defined as vacation scheduled at least two (2) weeks prior to the first day of vacation leave) and actual hours worked.

9. Pay Plan-

The salary of each employee of the City, except those appointed officers whose salary is specifically set by ordinance, shall usually, at least annually, be set, at least annually, at an amount within the pay range of the position class the employee is assigned as determined by the- ~~Such determination shall be made~~ by the Governing Body, with the advice of the City Administrator.

Employees working on a part-time basis shall receive that portion of the salary assigned to their position to be determined by the actual time they work. The hourly wage for persons employed

on a monthly salary basis is computed as follows: Monthly wage times 12 divided by (hours worked per week times 52) equals wage per hour for full-time employees.

10. Pay Increases-

a) ~~Pay~~In most cases, ~~P~~pay increases shall not be ~~routine or~~ automatic and such increases are subject to approval by the City Administrator.

a)b) _____ Annual cost-of-living pay increases may be given as approved by the Governing Body. Subject to the approval of the City Administrator, a department head may award a pay increase to an employee based on an annual performance evaluation submitted by the ~~employee's~~employee's immediate supervisor.

b)c) _____ Annual longevity pay may be given at the discretion of the Governing Body.

e)d) _____ Annual bonuses may be given at the discretion of the Governing Body.

D. PERFORMANCE MANAGEMENT

1. Performance Evaluations-

An evaluation of the performance of each full-time and part-time employee based on his or her duties and responsibilities shall usually be prepared by the ~~employee's~~employee's immediate supervisor at least annually.

2. Qualifications of Employment-

Applications for any open position with the City shall usually be accepted from applicants who meet the stated minimum qualifications established for that position-, subject to the following conditions:-

a) Each applicant shall complete a job application form.

b) A medical examination or other testing, including drug testing, may be required only after an offer of employment has been made contingent upon the applicant passing the drug test, provided that, such exams or testing are required of all such applicants who are offered employment in similar positions or position classifications.

~~c) The offer of employment is contingent upon successful completion of the required tests.~~

3. Promotion-

All employees seeking promotion shall usually be expected to meet the minimum qualifications for the position to which they seek promotion.

a) A medical examination or other testing, including drug testing, may be required only after an offer of promotion has been made contingent upon the applicant passing the drug test, provided that, such exams or testing are required of all such employees who are offered promotions in similar positions or position classifications.

~~b) The offer of promotion is contingent upon applicant passing required tests.~~

E. TIME OFF POLICIES

1. Holidays-

The following will be the fixed holidays:

1. New Year's Year's Day - always January 1. When January 1 falls on a Saturday, then Friday, December 31 of the previous year is observed. When January 1 falls on a Sunday, then Monday January 2 is observed.
2. Martin Luther King, Jr. Day – always the third Monday in January
3. Memorial Day Monday – always the last Monday in May
4. Independence Day– always July 4. When July 4 falls on a Saturday, then Friday, July 3 is observed. When July 4 falls on a Sunday, then Monday, July 5 is observed.
5. Labor Day Monday – always the first Monday in September
6. Veterans' Day – always November 11. When November 11 falls on a Saturday, then Friday, November 10 is observed. When November 11 falls on a Sunday, then Monday, November 12 is observed.
7. Thanksgiving Day – always the fourth Thursday in November
8. Day after Thanksgiving – always the Friday immediately following the fourth Thursday in November.
9. Christmas Day – always December 25. When December 25 falls on a Saturday, then Friday, December 24 is observed. When December 25 falls on a Sunday, then Monday, December 26 is observed.

And in some years:

10. When December 25 falls on a Tuesday then, Monday, December 24 is observed as a holiday. When December 25 falls on a Thursday, then Friday, December 26 is observed as a holiday.

~~The following days shall be paid holidays for City employees:~~

- ~~a) New Year's Year's Day, January 1;~~
- ~~b) Martin Luther King Day, third Monday in January;~~
- ~~c) Memorial Day, last Monday in May;~~
- ~~d) Independence Day, July 4;~~
- ~~e) Labor Day, first Monday in September;~~
- ~~f) Veteran's Veteran's Day;~~
- ~~g) Thanksgiving Day, fourth Thursday in November;~~
- ~~h) The Friday following Thanksgiving; and~~
- ~~i) Christmas Day, December 25.~~

~~From time to time, and for certain special occasions, the Governing Body may by motion designate other days as special holidays on a one-time basis:~~

- ~~a) When New Year's Year's Day, Independence Day, Veteran's Veteran's Day or Christmas falls on a Saturday the preceding Friday shall be the holiday. When New Year's Year's Day, Veteran's Veteran's Day, Independence Day, or Christmas falls on a Sunday the following Monday shall be declared the holiday.~~

~~b)~~ a) Employees required to work on a City observed holiday usually receive 8 hours holiday pay or an alternative day off.

~~e)~~ b) Part-time employees shall be paid only for City observed holidays which fall on days for which they would otherwise have been scheduled to work. The amount of such pay shall be equal to the wages they would have earned for the number of hours they would have been scheduled to work on that day. Seasonal and temporary employees shall not receive paid holidays.

To be eligible to receive pay for a City holiday, an employee must not have been absent without approved leave either on the workday before or the workday after the holiday.

2. Vacation Leave-

Vacation leave shall be earned beginning with the date of employment under the conditions hereinafter stated. An employee who works fewer than 12 days in any month shall not accrue vacation credit for such month of service; provided that this restriction of 12 days shall not apply where the employee has worked fewer than 12 days due to authorized paid leave. No employee shall be permitted to use vacation time for any period spent on unauthorized leave.

a) Full-Time Employees-

Full-time employees are entitled to paid vacation leave time according to the following schedule, provided no paid vacation leave time may be taken during the first six months of employment.

Years of Continuous Employment	0-4	5-9	10-15	15+
Hours Earned Per Month	8	10.67	12	16
Equivalent Work Days	12	16	18	24
Maximum Hours Accumulation	240	240	240	240
Maximum Hours for One Time Leave	80	120	120	120

Employees on Medical leave are not subject to the maximum hours for one time leave.

b) Other Employees-

Part-time employees who work at least 40 hours or more per work week shall earn vacation credit at the rate of four hours for each month of employment. Seasonal and temporary employees shall not earn vacation leave.

c) Training Period-

Employees-in-training during their initial employment shall be credited with vacation leave for each month of employment but shall not be permitted to use any vacation credit prior to the completion of their training period. Training employees terminated during the training period ~~prior to attaining full-time or part-time status~~ shall be paid for any accrued vacation leave.

d) Scheduling-

The dates for the taking of vacation leave shall be scheduled in consultation with the ~~employee's~~ employee's supervisor and department head.

e) Holiday During Vacation-

City holidays which occur during the taking of an ~~employee's~~ employee's authorized vacation leave will not be counted as a day of vacation.

f) Minimum Hours-

Exempt employees may use vacation leave in full day increments and non-exempt employees may use vacation leave in half-hour increments, subject to the approval of their supervisor.

g) Termination –

Upon termination, an employee shall be compensated for all earned but unused vacation leave at their final rate of pay, subject to the maximum hours of accumulation authorized in the schedule- with the exception outlined in the separation of service section.

3. Sick Leave-

Full-time employees who are employed to work at least 40 hours or more per work period, shall be entitled to sick leave with pay for absences resulting from illness, injuries, accidents, or other physical incapacity, occurring either on or off the job. Sick leave with pay may also be used for absences resulting from illness, injuries, accidents, or other physical incapacity of the ~~employee's~~ employee's spouse, child, or parent. A spouse is defined as a husband or wife as defined by the state of residence of the employee, as well as domestic partner. A child is a son or daughter, in addition to a biological child, adopted, foster or step-child. The definition of son or daughter also includes a legal ward or child of someone standing in loco parentis. A qualifying

daughter or son must be under the age of 18, unless the daughter or son has a physical or mental disability that makes self-care impossible. In such cases, there is no age limit. A parent is defined as a biological, foster, adoptive or step-parent, or any person who served in loco parentis (served as a parent) to an employee. It does not include a parent-in-law.

No employee shall be permitted to use sick leave for any period spent on unauthorized leave. Full-time employees are entitled to sick leave with pay for physical examinations and dental work if they have provided at least one ~~day's~~day's notice to their immediate supervisor.

a) Amount of Sick Leave-

Full-time employees shall earn eight hours of sick leave for each full month of service. Part-time employees who are employed to work not less than 40 hours per work week shall receive four hours of sick leave for each month of employment.

b) Accumulation of Sick Leave-

An employee hired prior to March 1, 2013, may accrue no more than 960 hours of sick leave. An employee hired after March 1, 2013, may accrue no more than 480 hours of sick leave.

c) Computing Sick Leave-

Any absence for a fraction or part of a day which is chargeable to sick leave shall be charged in increments of not less than one hour.

d) ~~Doctor's~~Doctor's Certificate-

For sick leave in excess of three consecutive work days, a department head may require a signed statement from a health care provider verifying the ~~employee's~~employee's inability to perform his or her assigned duties because of illness and/or his or her ability to return to work.

e) Notification-

To be eligible for paid sick leave, an employee, or his or her representative, shall notify his or her immediate supervisor and give the reason for the absence no later than two hours after the beginning of the first work day for which sick leave is taken, or as soon as practical under the circumstances.

f) Termination of Employment-

An employee shall not be paid for any unused sick leave upon termination of his or her employment with the City with the exception outlined in the separation of service section.

4. Pregnancy Leave-

An employee may claim leave for pregnancy in the same manner as provided for sick leave; provided, however, that the employee may elect to utilize any accrued vacation leave if, and to the extent, such leave is available. An employee may also take leave without pay in the same manner as any other employee on leave without pay status.

5. Funeral Leave-

In the case of death of a member of an ~~employee's~~employee's immediate family (to include only the spouse, children, mother, father, brother, sister, grandparents or same by marriage of the

employee or ~~employee's~~employee's spouse), full-time employees may request funeral leave not to exceed three consecutive working days. If an employee needs additional time off to attend to details of the funeral, it may be arranged with their supervisor. Leave in excess of three days may be charged against any unused sick or vacation leave, unless the employee elects to take leave without pay. Employees should notify their department head as far in advance as possible regarding a need for leave.

6. Family and Medical Leave-

If ever required by federal law, ~~t~~The City will administer leave that qualifies for Family and Medical Leave Act (FMLA) protection in accordance with federal law. This policy is intended for guidance and shall not be interpreted to expand the ~~City's~~City's responsibilities beyond the requirements of the law. For employees who are not eligible for FMLA leave, including employees who have exhausted available FMLA-protected leave (if available under the law), requests for leave shall proceed according to the ~~City's~~City's established policies. Any questions regarding available Family and Medical Leave should be directed to the City Clerk.

7. Injury Leave-

- a) All injuries occurring on the job shall be reported immediately to the ~~employee's~~employee's immediate supervisor.
- b) Any employee injured on the job shall usually be eligible to receive injury leave with pay during the seven-day waiting period for workers' compensation claims.
- c) When an employee receives compensation under the Workers' Compensation Act, the pay he or she receives from the City, while an employee of the City, shall be the difference between his or her regular rate of pay and the amount he or she receives from workers' compensation and shall be charged against sick leave.

8. Military Leave-

- a) Employees will be granted leaves of absence for military service, training or other obligations in compliance with Uniformed Services Employment and Reemployment Rights Act requirements and related federal and state military leave laws. Any employee so engaged in military or other uniformed services shall not be denied employment, reemployment, retention, promotion, or any benefit of employment on the basis of their active uniformed service. The City will not discriminate in employment against, or take any adverse employment action against, any person because he/she exercised these rights.
- ~~a~~b) As with other leaves, employees must provide advance notice to his/her supervisor of the intent to take military leave as well as appropriate documentation, as far in advance as possible, unless giving such notice is impossible, unreasonable or precluded by military necessity.
- ~~b~~c) Pursuant with the Uniformed Services Employment and Reemployment Rights Act (USERRA), employees are provided with broad protection in terms of their reemployment upon completion of military service, as well as specific time frames in which employees must return to work upon completion of service. Employees returning from military leave will (with limited exceptions) be returned to their position in

accordance with current law then pertaining. ~~Employees who return to work following active military duty must (with limited exceptions) be reemployed in the position that either the employee held or would have attained had the military service not interrupted the employee's employment.~~

- e)d) Employees will not continue to receive pay during a military leave unless required by law. However, an employee may request to use earned but unused vacation time and sick time during military leave. Benefit coverage will continue for 30 days, provided employees pay their normal portion of the premiums.

9. Civil Leave-

a) Civil Leave With Pay-

An employee shall be given necessary time off with pay:

- i. When performing jury duty;
- ii. When appearing in court as a witness in answer to a subpoena or as an expert witness when acting in an official capacity in connection with the City;
- iii. When performing emergency civilian duty in connection with national defense; or
- iv. For the purpose of voting when the polls are not open at least two hours before or after the ~~employee's~~employee's scheduled hours of work.

~~iv-~~ However, an employee shall reimburse the City for juror or witness fees received while on civil leave.

b) Civil Leave Without Pay-

If an employee is involved in a personal lawsuit either as plaintiff or as defendant in an action not related to his or her duties with the City, the employee may take leave without pay unless he or she elects to utilize any accumulated vacation leave.

10. Other Leave-

a) Educational Leave-

An employee, upon written request, may be granted leave without pay for a period up to one year to further his or her education or seek specialized training, upon recommendation of the ~~employee's~~employee's department head and approval by the City Administrator and Governing Body. An employee may request leave with pay for a class related to their current work on a case by case basis which will need to be approved by theirhis or her department head and the City Administrator.

b) Leave of Absence-

An employee, upon written request, and with the recommendation of his or her department head, may be granted a leave of absence without pay for a period of up to six months, subject to the approval of the Governing Body.

c) Compensatory Time-

Compensatory time off that is accrued by ~~an~~ a non-exempt employee for overtime worked shall be taken within 13 pay periods following the pay period in which it was earned.

d) Request for Leave-

Except for sick leave, all leave must be authorized by the ~~employee's~~ employee's department head prior to leave time being taken.

e) Credits for Paid Leave-

An employee, while on paid sick leave, vacation leave or other leave with pay, shall continue to earn credit for sick leave and vacation leave, but no leave credit shall be earned by any employee while on leave without pay.

F. OTHER EMPLOYEE BENEFITS

1. Health Care Program-

a) All full-time employees shall be eligible for the ~~City's~~ City's group health care insurance program beginning on the first day of the month following the initial date of employment. A part-time employee who becomes a full-time employee shall be eligible for group health care insurance as of the date of change in employment status.

~~a)b)~~ b) When an individual employee is required to contribute because of participation in the ~~City's~~ City's group health care program the amount of such contribution shall be a payroll deduction.

~~b)c)~~ c) All costs for health care insurance shall be paid by the employee during any period the employee:

- i. Is on a leave without pay (excluding Family and Medical Leave Act provisions);
- ii. Is on suspension without pay;
- iii. Is on unauthorized leave; or
- iv. Is participating in any unlawful work stoppage.

~~e)d)~~ d) No employee shall be entitled to a cash payment in lieu of health care insurance coverage.

~~d)e)~~ e) Each employee should refer to the specific plan document, benefit booklet, or policy provided for each benefit to determine eligibility. A benefit plan document always supersedes all other information provided about a benefit. Summary Plan Descriptions (SPDs) can be found in City ~~Clerk's~~ Clerk's Office and employees should see the City Clerk to request a copy.

The City reserves the right to amend or terminate benefits at any time.

2. Retirement - OASDI Benefits-

All eligible employees of the City are under the federal OASDI social security system, and receive the benefits thereof in accordance with federal laws and guidelines. The cost of this

benefit is paid equally by the City and the employee, with the employee contribution subject to payroll deduction.

3. Retirement - KPERS/KP&F Benefits-

All eligible employees of the City are members of the Kansas Public Employees Retirement System (KPERS) and/or Kansas Police & Firefighter Retirement System (KP&F) and receive the benefits thereof in accordance with state laws and guidelines. Under current law, KPERS members contribute ~~four~~six percent of salary, by payroll deduction. The ~~employer's~~employer's share is determined by KPERS, and varies annually.

4. Workers' Compensation Benefits-

All employees of the City receive the benefits of the Kansas Workers' Compensation Act, in accordance with such laws and guidelines. The cost of this benefit is paid entirely by the employer.

5. KPERS/KP&F Death and Disability Benefits-

All employees who are contributing members of KPERS/KP&F are eligible for the insured death and disability benefits provided by KPERS/KP&F, which is supplemental to the regular KPERS/KP&F benefits. The cost of this benefit is paid entirely by the employer. This insured death and disability benefit begins on the first day of employment, whether or not the employee is a contributing member of KPERS/KP&F.

6. Unemployment Compensation-

All employees receive the benefits of the Kansas Employment Security (unemployment compensation) Act, in accordance with such laws and guidelines. The cost of this benefit is paid entirely by the employer.

7. Life Insurance-

In addition to the death benefits provided under OASDI, KPERS and KP&F, the City makes available to each employee the option of purchasing group life insurance, administered by KPERS/KP&F, on a payroll deduction basis. The cost of this additional life insurance is paid by the employee and varies with the options selected by the employee.

8. Deferred Compensation-

All City employees may participate in any deferred compensation plan offered by the City, for which they are eligible.

G. AUTHORITY TO DISCIPLINE

Department heads and/or the City Administrator shall have the authority and the responsibility to discipline employees for violations of the ~~City's~~City's personnel policies and any departmental guidelines.

1. General Policy-

The purpose of discipline is to ensure high standards of performance and efficiency, to maintain good working relationships among employees, and to provide the citizens of the City with the highest possible level of courteous and professional public service. Discipline in the City organization is for the most part "self" discipline. It is the duty of employees to make a conscientious effort to work and behave in accordance with the values, service standards, policies and guidelines of the City and the department in which they work. Each employee is expected to be self-disciplined and to work hard at being the best at what he or she does and to help the City provide a high level of public service. When an employee does not exercise adequate self-discipline or is not successful in meeting the requirements of their job, it may be necessary for his or her department head or supervisor to consider disciplinary actions to correct the problem.

It is not possible to list every possible instance in which an employee may be subject to discipline, up to and including termination. However, the following list (which is not all-inclusive) provides instances in which an employee may be subject to discipline, up to and including termination:

- a) The employee violates ~~these personnel policies and guidelines~~ provisions contained in this Employee Handbook, or any other written guidelines or procedures applicable to the department in which the employee works;
- b) The ~~employee's~~employee's conduct reflects discredit to the City or hinders the effectiveness or efficiency of City operations; and/or
- c) The employee has performed an act of misconduct, or has failed to perform an act which results in misconduct.

2. Disciplinary Actions-

The following types of disciplinary actions are possible:

- a) Verbal Warning-
A verbal warning is an oral reprimand given to an employee by his or her supervisor or department head. A record of the warning shall be recorded in the ~~employee's~~employee's file.
- b) Reprimand-
A reprimand is a written censure to an employee by his or her supervisor or department head, a copy of which shall be recorded in the ~~employee's~~employee's file.
- c) Probation-
Probation is a trial period of a specific length of time during which an employee is required to fulfill a set of conditions, to improve work performance, or to improve on the ~~employee's~~employee's job behavior. Failure to meet the probationary requirements may result in additional disciplinary actions.

d) Salary Reduction-

A salary reduction is the lowering of an ~~employee's~~employee's rate of pay within the pay range to which the ~~employee's~~employee's position is assigned.

e) Demotion-

A demotion is the placement of an employee into a position of a lower pay range.

f) Suspension-

A suspension is the removal of an employee from service, with or without pay, for a specific period of time.

g) Termination-

Termination is the removal of an employee from City employment.

There is no requirement that the discipline of an employee involve all, or any, of the above-referenced actions. For instance, if warranted, an employee may be suspended or terminated without a verbal warning in certain circumstances.

3. Procedure for Disciplinary Action-

Whenever the misconduct of an employee occurs, ~~that~~ of which in the judgment of the ~~employee's~~employee's supervisor or department head justifies the application of disciplinary action other than a verbal warning, ~~the~~ supervisor or department head ~~may~~might, in appropriate circumstances: ~~—~~

- a) Document the misconduct in writing;
- b) Determine the appropriate disciplinary action to correct the problem;
- c) Meet with the employee to review the problem and the proposed disciplinary action. The meeting should be private and include only the employee, supervisor, department head or other persons requested to be present by the department head;
- d) Give the employee an opportunity to refute the facts or argue against the proposed disciplinary action. The employee may submit comments in writing to be attached to the record of the disciplinary action;
- e) Make a final decision as to the disciplinary action; and/or
- f) Notify the employee of the disciplinary action in writing, except for verbal warnings. A copy of the documentation of misconduct and a note as to the form of disciplinary action taken shall be provided to the City Clerk for insertion in the ~~employee's~~employee's personnel file.

The procedure noted above is discretionary and may or may not be utilized given the particular circumstances.

4. Misconduct Subject to Disciplinary Action-

The following is a list of misconduct which may subject an employee to disciplinary action, up to and including termination of employment. The list is not exclusive; it is only representative of

the types of misconduct which may subject an employee to disciplinary action. This list is provided for general guidance to employees and does not alter the at-will nature of an ~~employee's~~employee's employment relationship with the City.

- a) Conviction of a violation of any state or federal criminal law.
- b) Conviction of a violation of any City law.
- c) Failure to follow prescribed City or departmental safety policies and procedures, including failure to notify his or her supervisor of unsafe working conditions and negligent or willful creation of unsafe conditions in the workplace.
- d) Violation of personnel policies and guidelines or departmental policies and guidelines.
- e) Inattention to duty, carelessness, breakage or loss of public property or funds or willful or negligent damage to public property or waste of public supplies or equipment.
- f) Incompetency or inefficiency in the performance of the duties of his or her position or failure to render satisfactory service.
- g) Insubordination or other breach of discipline.
- h) Discourteous or disruptive conduct or other offensive behavior in public, to the public or to employees and officers of the City.
- i) Abuse of leave, excessive absenteeism or tardiness or absence without leave.
- j) Temporarily leaving the workplace without the approval of his or her supervisor.
- k) Failure to give proper notice of absence.
- l) Sleeping on the job.
- m) Use of alcohol or drugs, off the job, to the extent that the ~~employee's~~employee's job performance or effectiveness as a City employee is impaired.
- n) Inducing or attempting to induce any officer or employee of the City to commit an unlawful act or to act in violation of any lawful or official order or regulation.
- o) Unauthorized possession of firearms or other weapons on the job.
- p) Taking or using any funds or property of the City for personal use or for sale or gift to others or the making of any false claim against the City.
- q) Refusal to abide by any lawful official regulation or order, failure to obey any proper direction made by a supervisor or department head or knowingly making a false statement to any employee or officer of the City.
- r) Claiming leave time under false pretenses or falsifying attendance records for oneself or another employee.

- s) Possession or use of alcohol or drugs, except where prescribed by a physician, after being afforded the opportunity to seek professional attention, or use of alcohol or drugs, except where prescribed by a physician, while on duty. Sale of or offering for sale or giving away alcohol or drugs while on duty or at the workplace.
- t) Illegal harassment of any kind, including sexual harassment.
- u) Disclosing confidential records or information unless directed to do so by his or her department head or supervisor.
- v) Revocation or suspension of a certification or license, including a ~~driver's~~driver's license, when such is required as a condition of City employment.
- w) Material falsification of application for City employment or making a false statement or report in regard to any test, certification or appointment or any attempt to commit any fraud that violates the merit principles of personnel administration.
- x) Giving or attempting to give any monetary consideration or the delivery of undeserved service to or from any person or organization for, or in connection with, any test or appointment.
- y) Taking or offering to take from any person for the ~~employee's~~employee's personal use any fee, gift or other thing or service of value, in the course of his or her work or in connection with it, when such gift or other valuable thing or service is given in the hope or expectation of receiving a favor or better treatment than that accorded any other person; accepting a bribe, gift, money or other thing of service or value intended to encourage the employee to perform or refrain from performing any official act; engaging in any act of extortion or other means of obtaining money or other things or service of value through his or her position in the service of the City.

In an appropriate case, an employee may be suspended, with or without pay, pending an investigation and review of the matter.

H. SAFETY

1. General Safety-

All employees are required to wear appropriate safety equipment and follow appropriate safety precautions according to City and/or departmental policy at all times. Failure to comply with safety policies may result in disciplinary action.

2. Smoking Policy-

Smoking shall not be permitted in any enclosed City facility. This includes common work areas, auditoriums, classrooms, conference and meeting rooms, private offices, elevators, hallways, cafeterias, employee lounges, stairs, restrooms, vehicles and all other enclosed facilities. This policy applies to all officers and employees of the City, contractors, and visitors. Smoking shall be permitted only at a reasonable distance of ten (10) feet outside entrances, operable windows

and ventilation systems of enclosed areas where smoking is prohibited, so as to ensure that tobacco smoke does not enter those areas.

No Smoking signs shall be posted in all City facilities.

Those employees who smoke and would like to take this opportunity to quit are invited to call the free Kansas Tobacco Quitline (1-800-QUIT-NOW) for telephone cessation counseling and support.

3. Uniform Policy-

The purpose of this policy is to establish a policy concerning the proper wearing of City apparel for non-public safety employees and to identify those items that are ~~“safety equipment”~~ and not uniforms. Items will be replaced, as needed, based on budgetary considerations.

Each employee, upon being hired shall be issued the following uniform items:

a) Public Works Department

- i. Five ~~collared~~ shirts with City logo.
- ii. Three heavy sweatshirts with City logo.
- iii. One winter jacket with City logo.
- iv. One pair of coveralls with City logo.
- v. \$150 to be paid each year (at the beginning of the year) through payroll for the purchase of work pants.

~~Items will be replaced, as needed, based on budgetary considerations.~~

b) Administrative

- i. Five shirts with City logo.
- ii. Two sweatshirts with City logo.

c) Code Enforcement

- i. Five shirts with City logo.
- ii. Two heavy sweatshirts with City logo.

iii. One winter jacket with City logo.

~~iii.~~ iv. One Khaki pants.

4. Specifics-

- a) Uniforms (excluding work pants) will be purchased only three times per year (usually March, June and September).
- b) All uniforms (excluding work pants) are the property of the City and must be exchanged when receiving new items or returned when leaving employment with the City.
- c) Uniforms now in the possession of City employees must be exchanged prior to receiving new uniforms.

- d) It is assumed that employees who wear uniforms while not on duty do so to bring credit to the City and will not engage in conduct that is disgraceful or an embarrassment to the City.
- e) All new uniforms, with a City logo, shall be approved by the City Administrator.
- f) It shall be the responsibility of the employee to wash, clean and maintain any City uniforms.
- g) Appropriate non-uniform clothing may be worn when attending training, schools, meetings, luncheons, workshops, etc.
- h) The employee is responsible for any loss or damage of City uniforms due to neglect.
- i) The City Administrator may authorize exceptions to the Uniform Policy.

5. Non-Uniform Safety Items-

The following items are considered Safety Equipment and shall be provided to necessary employees. These will be replaced as needed due to normal wear and tear or when damaged. The old items shall be returned prior to issuing new items.

- a) One pair of steel toed (ANSI approved) boots (Paid by City up to \$160.00).
- b) One pair of leather gloves.
- c) One pair of safety glasses.
- d) One pair of full eye goggles.

I. TRAVEL POLICY

The City pays ~~business-~~business-related travel expenses of its elected officials, employees and other with the approval of the department head, and City Administrator, ~~and~~ as long as the departmental travel seminar and education line-item budget would not be exceeded.

- a) ~~Pre-~~Approved Travel-
~~Requires Annual Approval of the Governing Body:~~
 - i. Any function of the League of Kansas Municipalities if held within the State of Kansas.
 - ii. Any function of the Mid-America Regional Council (MARC) if held within the member counties of MARC.
 - iii. Any function of the Northeast Johnson County Chamber of Commerce.
- b) Reimbursement Rates-
 - i. Travel by personal car at the IRS-approved rate. In-state mileage shall be calculated by the City Administrator using the shortest distance method, plus five (5) miles per each day, or part thereof, that the person is engaged in City business. Out-of-state travel will be at actual odometer readings.

- ii. Other transportation, lodging and miscellaneous expenses at actual cost upon the submission of proper vouchers/receipts.
- c) Meals-
 - i. At actual cost upon the submission of proper vouchers/receipts for expenses not associated with travel requiring an overnight trip.
 - ii. For travel requiring an overnight trip, the following per-diem (no receipts necessary) shall apply, or pro-rata based on the following:

In State		Out of State	
Breakfast	\$5.00	Breakfast	\$10.00
Lunch	\$10.00	Lunch	\$20.00
Dinner	\$15.00	Dinner	\$30.00

- iii. Banquets, lunches and other meals included in the registration fee or prepaid with the conference will be deducted from the per diem rate.

Individuals who are pre-registered for any event and not able to attend should make every effort to find another City official to go in their place.

J. EMPLOYMENT RECORDS

1. Personnel Records-

- a) Information contained in an ~~employee's~~employee's personnel file is highly confidential and is maintained by the City Clerk. The City Clerk shall keep adequate records of all persons employed, their pay scale, time worked, accrued vacation and sick leave, all absences for vacation, sick or other leave, accrued overtime, and all other records directed to be made and maintained under these policies and guidelines or under applicable state or federal law. All employee files remain the property of the City and contain only items that have direct bearing on the employee/employer relationship. This includes any documents that relate to the ~~employee's~~employee's recruitment, selection and retention; the ~~employee's~~employee's job responsibilities and his/her ability to perform those duties; and the ~~employee's~~employee's present or future ability to perform work assignments.
- ~~a)b)~~ Employee files will be maintained by the City Clerk and must remain in the Administration Department at all times. Only authorized individuals have access to the information in these records.
- ~~b)c)~~ ~~It is the responsibility of the manager~~Managers should ~~to provide, to the City Administrator for review and approval,~~ written notification of any corrective action or changes in the status for ~~their~~his or her employees ~~to the City Administrator for review and approval.~~ The City Clerk will maintain a record of all changes in the ~~employee~~employees' personnel ~~file~~files.

e)d) _____ Current employees may request to review their personnel file. An ~~employee's~~employee's personnel file shall be available during office hours for inspection by that employee upon reasonable notice. Such request should be submitted to the City Clerk.

2. Access to Employee Files and Verification of Employee Records-

Information contained in an ~~employee's~~employee's personnel file is highly confidential and will be released only to authorized individuals within the City, upon receipt of a court ordered subpoena or to individuals with written authorization from the current employee. It is the ~~City's~~City's policy to provide only limited information regarding a former employee in response to requests for references.

This policy shall be applied in accordance with the requirements of federal and state laws.

3. Release of Employee Files-

When an outside party requests information about a current or former employee, only the City Administrator or City Clerk is authorized to respond. Reference requests should be referred to the City Administrator or City Clerk.

All telephone or written inquires for employment references must be referred to the City Administrator or appropriate manager. The City Administrator or City Clerk will release only the ~~employee's~~employee's dates of employment and job title; salary may only be verified in writing.

K. TECHNOLOGY AND ELECTRONIC COMMUNICATIONS

The purpose of this policy is to establish guidelines for use of the ~~City's~~City's computer, communication, and related systems to ensure that this equipment is used in a manner consistent with its intended purpose and the mission of the City, and to discourage or eliminate inappropriate use of the equipment.

1. Definitions-

a) Technology Equipment-

Includes all computers and related hardware and software, voicemail, electronic mail, internet access, internet e-mail, phone systems, network systems, voice and data communications, printers, copy and fax machines, video cassette recorders, cameras, pagers, radios, and electronic equipment in general which is owned by the City, licensed to the City, or otherwise provided for use by the City through the use of public funds.

b) Management Staff-

Department heads, their designees, or other City staff in supervisory positions.

- c) Network-
Any City owned or operated computer, telephone, or electronic system.

2. General Computing and Network Policy-

- a) Violations to this Policy are subject to disciplinary action, including termination.
- b) All users of the ~~City's~~City's technology equipment must adhere to City, state, federal, and international laws governing the use of such equipment. All users of the ~~City's~~City's technology equipment should strive to use such equipment in an efficient and effective manner consistent with the ~~City's~~City's mission, and must avoid unethical, unauthorized, or any other use of such equipment in a manner inconsistent with good stewardship of public resources.
- c) Any provision or provisions of this policy may be waived only for unusual circumstances, and only with the concurrence of an ~~individual's~~individual's supervisor and the City Administrator or his/her designated representative.
- d) Users of the ~~City's~~City's network services shall promote efficient use of the networks to minimize, and avoid if possible, congestion of the networks and interference with the work of other users of the network.
- e) Encryption of communications will be allowed only if it is determined to be necessary for the protection of citizens or employees, or is determined to be an integral part of an ~~employee's~~employee's performance of their assigned work.
- ~~f) Any approved software that is loaded/downloaded will be kept on an official log.~~

3. Prohibited Uses-

- a) Use of the ~~City's~~City's technology equipment for threats, harassment, slander, defamation, obscene or suggestive messages and images, political endorsements, commercial activities, or for the production or dissemination of any material which is discriminatory with regard to race, sex, religion, ethnicity, disability, sexual orientation, gender identity, and/or age is prohibited.
- b) “BIOS” (basic in and out system) passwords, unless approved by the City Administrator or his/her designated representative.
- c) Intentionally disrupting or damaging any of the ~~City's~~City's network services or any components of the system.
- d) Deletion, examination, copying, or modification of files and/or data belonging to other users without their prior consent.
- e) Any unauthorized access or attempts to gain unauthorized access to data, system resources and passwords.
- f) Any attempt to secure system access privileges other than those assigned by the System Administrator or his/her designated representative.

- g) Decryption of system or user passwords.
- h) The copying or deleting of any software without the authorization of the City Administrator.
- i) Infringement on software licenses and copyrights.
- j) Loading of software onto the ~~City's~~City's network, or any component of the network, without the advance approval of the City Administrator or his/her designated representative.
- k) The intentional introduction of computer viruses or other disruptive programs into the ~~City's~~City's system.
- l) Sharing of passwords with other users.

4. Privacy Policy-

- a) No individual or group utilizing the ~~City's~~City's technology equipment should have any expectation of a guarantee of privacy in their use of the ~~City's~~City's technology equipment. The equipment is managed by the City for the purpose of City business, and authorized representatives of the City may access any aspect of the ~~City's~~City's technology equipment at any time for work related non-investigatory or investigatory purposes. Authorized representatives of the City may, without advance notice, access any portion of the ~~City's~~City's technology equipment for purposes related to claims of misconduct by City staff.
- b) Management reserves the right to monitor the use of any or all portions of the ~~City's~~City's technology equipment, including electronic messages either sent or received, electronic files stored on the ~~City's~~City's network, and internet sites visited.
- c) Management reserves the right to access, without notice, data or text caches, pager memory banks, e-mail, voicemail boxes or accounts, and other employer provided electronic storage systems.
- d) All data, information, electronic mail, and other documents contained on the ~~City's~~City's network, or any component of the ~~City's~~City's network, is City property, and may be accessed by authorized representatives of the City.

5. Electronic Mail Systems-

~~a)~~ Privacy, Confidentiality and Public Records Considerations

- i. The City will make reasonable efforts to maintain the integrity and effective operation of its electronic mail systems, but users are advised that those systems should in no way be regarded as a secure medium for the communication of sensitive or confidential information. Because of the nature and technology of electronic communication, the City can assure neither the privacy of an individual ~~user's~~user's use of the ~~City's~~City's electronic mail resources nor the

confidentiality of particular messages that may be created, transmitted, received, or stored thereby.

- ii. All electronic files and messages on the ~~City's~~City's systems are periodically backed up and generally available for re-creation, even if erased.
- iii. In all electronic mail communications, be polite and use appropriate language.
- iv. Delete all messages from the electronic mail system when they are no longer needed to help efficiently manage network storage resources.

b) ~~b)~~ — Permissible Uses of Electronic Mail

- i. Authorized Users-
Only City employees and other persons who have received permission under the appropriate authority are authorized users of the ~~City's~~City's electronic mail systems and resources.

- ii. Purpose of Use-
The use of any City resources for electronic mail must be related to City business. Incidental and occasional personal use of electronic mail may occur when such use does not generate a direct cost for the City. Any such incidental and occasional use of ~~City's~~City's electronic mail resources for personal purposes is subject to the provisions of this policy.

c) ~~e)~~ Prohibited Purposes

- i. Personal use that creates a direct cost for the City.
- ii. The ~~City's~~City's electronic mail resources shall not be used for personal monetary gain or for commercial purposes that are not directly related to City business.

d) Prohibited Uses

~~d)~~ Prohibited uses of electronic mail includes, but is not limited to the following:

- i. Do not use the ~~City's~~City's electronic mail system for sending "junk mail" or "chain letters."
- ii. Never send electronic mail from someone ~~else's~~else's account or electronic mail address.
- iii. Sending copies of documents in violation of copyright laws.
- iv. Inclusion of the work of others into electronic mail communications in violation of copyright laws.
- v. Capture and "opening" of other employees' electronic mail except as required in order for authorized employees to diagnose and correct delivery problems.
- vi. Use of electronic mail for personal political use.
- vii. Use of electronic mail to harass or intimidate or to interfere with the ability of others to conduct City business. This prohibition specifically includes any communication which violates the ~~City's~~City's policies against illegal harassment and discrimination.
- viii. Use of electronic mail systems for any purpose restricted or prohibited by laws or regulations.
- ix. "Spooing," i.e., constructing an electronic mail communication so it appears to be from someone else.
- x. "Snooping," i.e., obtaining access to the files or electronic mail of others for the purpose of satisfying idle curiosity, with no substantial City business purpose.
- xi. Attempting unauthorized access to electronic mail or attempting to breach any security measures on any electronic mail system, or attempting to intercept any electronic mail transmissions without proper authorization.
- xii. To distribute defamatory, fraudulent or harassing messages, or otherwise engage in any illegal or wrongful conduct.

e) City Access and Disclosure

~~e)~~ By accepting and continuing employment, employees of the City are consenting to the ~~City's~~City's monitoring of their e-mail communications on City equipment and/or on City premises and/or on City paid time.

f) General Provisions

⌘ To the extent permitted by law, the City reserves the right to access and disclose the contents of employee and other users' electronic mail without the specific consent of the user beyond the general consent provided as a condition of employment. The City will do so when it believes it has a legitimate business need including, but not limited to, those listed in Section (g) below.

Employees and other users are advised that the City's electronic mail systems should be treated like a shared filing system, i.e., with the expectation that communications sent or received regarding City business or with the use of City resources may be made available for review by any authorized City official for purposes related to City business.

Any user of the City's electronic mail resources who makes use of an encryption device to restrict or inhibit access to his or her electronic mail must provide access to such encrypted communications when requested to do so under appropriate City authority.

g) Monitoring of Communications

⌘ The City will not monitor electronic mail as a routine matter but it may do so to the extent permitted by law as the City deems necessary for any valid business purposes, including employee supervision.

h) Inspection and Disclosure of Communications:

The City reserves the right to inspect and disclose the contents of electronic mail:

- i. In the course of an investigation triggered by indications of misconduct or misuse;
- ii. As needed to protect health and safety;
- iii. As needed to protect the rights or property of the City;
- iv. As needed to prevent interference with the business mission of the City;
- v. To detect employee wrongdoing; or
- vi. As required for employee supervision or performance management.

The City will inspect and disclose the contents of electronic mail when such action is necessary to respond to legal processes and/or to fulfill the City's obligations to third parties.

i) Limitations on Disclosure and Use of Information Obtained by Means of Access or Monitoring

⌘ The contents of electronic mail communications, properly obtained for City purposes, may be disclosed without permission of the user. The City will attempt to refrain from disclosure of particular communications if disclosure appears likely to create

personal embarrassment, unless such disclosure is required to serve a business purpose or satisfy a legal obligation.

j) Special Procedures to Approve Access to and Disclosure of Use of Electronic Mail Communications

Individuals needing to access the electronic mail communications of others, to use information gained from such access, and/or to disclose information from such access and who do not have the prior consent of the user must obtain approval in advance of such activity from the appropriate City authority. Any employee accessing the electronic mail communications of others without permission will be subject to disciplinary action, up to and including termination.

6. Definition of City Authority-

For the purposes of this policy, City Authority is defined as having approval of the Governing Body or by the City Administrator.

7. Internet Access-

a) Authorized Users:

Internet access is provided to City staff only by approval of department heads, and with the concurrence of the City Administrator or his/her designated representative.

b) Purpose of Use-

The use of any City resources for internet access must be related to City business. Incidental and occasional personal use of internet access may occur when such use does not generate a direct cost for the City. Any such incidental and occasional use of internet access resources for personal purposes is subject to the provisions of this policy.

c) Prohibited Purposes-

i. Accessing adult entertainment, pornography, illegal, suggestive or other inappropriate material via the internet at any time from any City facility using either privately-owned or City technology equipment.

ii. Personal use that creates a direct cost for the City.

iii. The ~~City's~~City's internet access resources shall not be used for personal monetary gain (i.e. engage in e-commerce, investment banking activities or gambling activities, legal or illegal) or for commercial purposes that are not directly related to City business.

8. Social Media/Blogging-

The City respects the right of any employee to maintain a blog and other types of self-published online journals, social media sites and collaborative web-based discussion forums. However, to protect the ~~City's~~City's interests and ensure employees focus on their job duties, employees are expected to follow the guidelines and policies set forth to provide a clear distinction between you as an individual and you as an employee.

a) Purpose-

This policy outlines the protocol and procedures for use of social media to publicize official City services and events. In addition, this policy addresses the responsibilities of individual employees and City officials with regard to social media and the use of City resources (time/equipment), as well as responsibilities related to public records and open meeting laws.

b) Definitions-

i. Social Media-

Various forms of discussion and information sharing, including blogs, wikis, social networks, virtual worlds, video posts, podcasts, message boards and online forums. Technologies include: picture sharing, wall postings, fan pages, e-mail, instant messaging and music sharing.

ii. Social Networking-

The practice of expanding business and/or social contacts by making connections through web-based applications. This policy focuses on social networking as it relates to the use of the internet to promote such connections for official City business for employees, elected and appointed officials who are using this medium in the conduct of official City business.

c) Policies and Procedures-

All official City presences on social media sites or services are considered an extension of the ~~City's~~[City's](#) information networks and are governed by the Technology and Electronic Communications Policy contained in the City Personnel Manual and used for the limited purpose of informing the public about City business, services and events.

i. All City social media sites must comply with applicable federal, state and City laws, regulations and policies. This includes adherence with established laws and policies regarding copyrights, records retention, Freedom of Information Act (FOIA), First Amendment, privacy laws and information technology, web standards, brand standards and media policies established by the City.

ii. Each social media site used by the City will include an introductory statement that clearly specifies the purpose of the site and directs users to the ~~City's~~[City's](#) website. In addition, wherever possible, links to information should direct users back to the ~~City's~~[City's](#) official website for more information, forms, documents or online services necessary to conduct business with the City.

iii. Purpose-To provide information to the users in a timely manner and to direct users to the website for additional information.

Employees representing the City via social media outlets must conduct themselves at all times as representatives of the City and in accordance with all human resource policies. Employees shall not disclose information about confidential City business on either the ~~City's~~[City's](#) social media sites or their personal social media sites.

d) The City encourages the posting of comments by individuals; however, current elected officials are not to post on the ~~City's~~[City's](#) official social media sites.

- e) The ~~City's~~City's social networking content and comments containing any of the following forms of content shall not be allowed for posting:
- i. Comments not topically related to the particular site or blog article being commented upon;
 - ii. Profane language or content;
 - iii. Content that promotes, fosters or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability or sexual orientation or gender identify;
 - iv. Sexual content or links to sexual content;
 - v. Solicitations of commerce;
 - vi. Conduct or encouragement of illegal activity;
 - vii. Information that may tend to compromise the safety or security of the public or public systems; and/or
 - viii. Content that violates a legal ownership interest of any party. The City reserves the right to remove content that is deemed in violation of this policy or any applicable law. Any participants on the ~~City's~~City's official social media sites who are in continual violation of the posting/commenting guidelines may be permanently removed from the ~~City's~~City's site.

The City reserves the right to temporarily or permanently suspend access to official City social media sites at any time.

L. CELL PHONE COMMUNICATIONS POLICY

It is the policy of the City to provide cellular telephones and/or wireless personal communications devices to designated employees in order to improve productivity, enhance customer service to our citizens, and/or to enhance public safety services.

It is also the policy of the City to maintain the right of access to and disclose of any and all messages communicated through electronic means when City-owned equipment is used. Regardless of the intent of the message (business or personal), any employee involved has no right to privacy, or to the expectation of privacy, concerning the content of any message or the intended destination of any message.

Decisions regarding the use of City cellular telephones and wireless personal communications devices, which are not explicitly stated herein, will be left to the discretion of the City Administrator. Department heads are authorized to administer, provide guidance on, and assure compliance with the features of this policy.

It is the policy of the City to provide reimbursement for cellular telephones and wireless personal communications devices to designated employees who can be recalled in order to improve

productivity, enhance customer service to our citizens, and/or to enhance public safety services. At the City ~~Administrator's~~Administrator's discretion eligible personnel may obtain a personal cellular telephone, and/or wireless personal communications device. The City will reimburse the employee at a monthly rate of \$15.00. Department heads will be reimbursed at a rate of \$30 per month.

1. Applicability-

This policy and procedure applies to all City employees, departments, and organizations. Departments which use a pool system for cellular telephones, or which have cellular telephones assigned to vehicles or positions instead of to individuals, may develop departmental policies and procedures and/or regulations which provide greater direction to their employees, as long as that direction is consistent with this policy.

This policy includes City-owned cellular telephones and other wireless personal communications devices, which are not directly connected to a telephone line. It does not apply to direct-wired landline telephones.

2. Authorized Usage-

City-owned cellular telephones and other wireless personal communications devices are intended only for City business. No personal use of City-owned cell phones is allowed. In the event of an emergency personal call, the employee shall reimburse the City of the proportional share of the current monthly fee and service charges, as well as the direct cost of the minutes used (i.e. roaming, long distance, rate plan minutes, etc.).

Employees should not use cellular telephones to discuss confidential or sensitive information, as cellular telephone conversations are not secured.

3. Eligibility Criteria-

Employees eligible for assignment of City-owned cellular telephones, ~~electronic paging devices~~, and other wireless personal communication devices are those designated by the City Administrator, including but not limited to:

- a) Employees who are frequently in a vehicle, if the individual must conduct City business by telephone while in the field, and it can be shown that cost savings and customer service efficiency will be realized through use of such devices;
- b) Employees who have a critical need to maintain accessibility with other department heads, City management staff and public officials in order to ensure uninterrupted customer services and/or the integrity of the organizations;
- c) Public safety positions as necessary to provide immediate and direct telephone communications with citizens, outside agencies cooperating in operations or other resource entities outside of City government, and to provide for communications which may be inappropriate for mobile radios;
- d) Designated employees involved in the ~~City's~~City's emergency response plan; and

- e) Department heads and employees who have a responsibility for responding to public safety incidents in the field.

4. Responsibilities of Department Heads-

The department heads are responsible for:

- a) Recommending requests for cellular telephones, ~~electronic paging devices~~ and other wireless personal communications devices from their respective subordinates;
- b) Ensuring that requests are in conformance with the procedures outlined herein, or that exceptions are justified;
- c) Ensuring that all persons assigned a City-owned cellular telephone, ~~electronic paging device~~ and/or other wireless personal communications device are provided access to a copy of this policy, and that the individual is in compliance with it;
- d) Conducting annual reviews of assigned devices to determine if such assignments continue to be justified; and
- e) Informing appropriate employees responsible for City communications of all reassignments of cellular telephones, electronic paging devices and other wireless personal communications devices.

5. Responsibilities of Employees-

Employees who are assigned the use of City-owned cellular telephones, ~~electronic paging devices~~ and other wireless personal communications devices are responsible for the following:

- a) Ensuring the physical security of such devices;
- b) Ensuring that all communications on such devices are kept to the briefest duration possible;
- c) Keeping personal communications to a minimum;
- d) Ensuring that any personal use does not detract from the ~~employee's~~employee's availability for completion of assigned duties; and
- e) Reimbursing the City for any personal calls sent or received at the rate established by the City Administrator.

6. Use of Electronic Communications Devices and Safe Driving-

All City employees are expected to drive with safety as the first consideration. This includes driving safely while operating cellular telephones and other wireless personal communications devices. Recommendations for safe handling of vehicle-based calling from the wireless communications industry include the following:

- a) When driving, use voice-activated dialing or have frequently called numbers pre-programmed into the device, or consider pulling off the road to dial (or ask passenger to dial);

- b) Do not use the wireless communications devices at all if there are hazardous road or traffic conditions; and
- c) Avoid multiple tasks when driving, such as trying to take notes while using a wireless communications device.

Employees are responsible for, and will be held accountable for, safe driving at all times.

7. General Statements on Use of Wireless Communications Devices-

- a) Use of a log-on or password does not imply any right to employee privacy of communication.
- b) Use of a deletion keystroke or process does not mean a message/document has been eliminated from a wireless communications device, e.g. pager.
- c) On City-owned wireless communications devices, the City or department reserves the right to monitor and record communications traffic at any time, without notice to any employee.
- d) Any abuse or inordinate use of those devices will be considered misconduct and indifference to work, resulting in possible disciplinary action, up to and including termination. Any employee responsible for inordinate use of wireless communications devices may also be held responsible for the resulting costs to the City.

8. Monitoring of Wireless Communications by City Supervisors-

Supervisory reviews of wireless communications may be conducted for business reasons. Supervisors may review the communications of their employees to determine if there have been:

- a) Breaches of security;
- b) Violations of City policy; and/or
- c) Misuse by an employee.

9. Disclosure of Information-

The City will disclose the contents of retrievable wireless communications messages, upon receipt of a valid court order or legal request, including Public Information (open records) requests. The City may disclose the contents of retrievable wireless communication messages if the information will assist in official internal or criminal investigations.

M. SEPARATION OF SERVICES

1. Resignation-

An employee who terminates his or her employment voluntarily shall be terminated in good standing, providing the employee gives a minimum of two weeks written notice to his or her immediate supervisor or department head. Under appropriate circumstances, a shorter period of

notice may be approved by the ~~employee's~~employee's department head and the City Administrator.

2. Payment upon Termination-

An employee whose employment with the City has been terminated shall receive his or her final paycheck on the first regularly scheduled payday following his or her termination.

- a) Employees who terminate shall be eligible to receive pay for any accrued unused vacation.
- b) Employees who have worked for the city in a full time capacity for 5 years or more and who terminate with proper notice, may convert unused sick leave up to a maximum of 480 hours to vacation time at the rate of eight (8) hours sick leave to one (1) hour of vacation. “Termination with proper notice” is defined as giving prior notice: four (4) weeks for exempt employees and two (2) weeks for non-exempt employees. No conversion is allowed when there is an involuntary separation due to poor performance or misconduct, or other violations of City policies and/or procedures.
 - o Example: Maximum sick accrual of 480 hours converts to a maximum of 60 hours vacation.

N. EDUCATION REIMBURSEMENT

This policy is applicable to any regular, full-time City employee who has completed his/her required initial probationary period.

1. Policy-

The City will only consider applications for assistance with tuition and book expenses for degree programs (Associate, Bachelor, Master or Doctorate) according to the following criteria:

- a) Before beginning a course of study, an employee must receive approval from ~~employee's~~employee's department head and the City Administration prior to any request for tuition reimbursement;
- b) An employee may be reimbursed only for courses of study which the City determines are directly related to the ~~employee's~~employee's present job or which will enhance the ~~employee's~~employee's potential for advancement to other jobs within the City;
- c) An employee will receive only the amount of the tuition for the classes taken and books;
- d) Eligible schools must be accredited by one of the six regional organizations recognized by the U.S. Department of Education;
- e) On-line courses are permitted if offered through an eligible school and reviewed and approved through the regular tuition reimbursement process;

- f) Tuition reimbursement must be approved by the ~~employee's~~employee's department head and the City Administration, at least ten (10) business days prior to the first day of class;
- g) All documentation regarding tuition reimbursement must be submitted for reimbursement within thirty (30) calendar days of the completion of the final class or payment will not be rendered;
- h) Reimbursement will only be considered for courses that are successfully completed with a grade of ~~"C"~~"C" or better for undergraduate courses or with a grade of ~~"B"~~"B" or better for graduate-level courses. If an incomplete grade (~~"I"~~"I") is received at the end of the term, the class must be successfully completed and documentation submitted for reimbursement within thirty (30) calendar days after completion. The date that the incomplete grade is officially replaced with another grade is the date that will govern with respect to tuition repayment; and
- i) The Education Reimbursement Policy will not duplicate other financial aid programs such as Pell Grants, ~~Veteran's~~Veteran's Administration Benefits, scholarships, etc. Any financial aid received will be deducted from the tuition and book fees reimbursed by the City.

2. Time Off For Class Attendance and Study Assignments-

Employees are expected to schedule class attendance and the completion of study assignments outside of their regular working hours. Employees will not be given paid time off, other than vacation and/or bonus days, to attend educational classes or to complete study assignments. In cases where productivity and proper supervision of employees are not adversely affected, management may approve changes in the work schedule to accommodate the pursuit of educational opportunities, however it is expected that educational activities will not interfere with employees' work. Any unsatisfactory job performance during class enrollment may result in forfeiture of educational assistance and/or disciplinary action up to and including termination of employment.

O. CITY SPONSORED MEMBERSHIP DUES POLICY

The City believes it is important for the members of the Governing Body and City employees to participate in professional organizations. While at the same time it is recognized that difficult economic times have caused strains on the ~~City's~~City's budget. Therefore, in the future, the following represent the only types of membership dues that will be approved:

- a) Professional association membership dues.
A professional association is usually a nonprofit organization seeking to further the interests of individuals engaged in that profession. The professional association will directly relate to the member(s) job.
- b) Civic association membership dues.
A civic association is usually a nonprofit organization seeking to further the interests of individuals engaged in a community and the public interest. The City will cover the first

\$100 of a civic association membership fee and match 50/50 the next \$100. Any amount over \$200 will be the responsibility of the individual.

- c) Multi-individual memberships and dues for organizations, such as the Northeast Johnson County Chamber, Mid-America Regional Council, League of Kansas Municipalities or National League of Cities under which one membership dues covers all members of the Governing Body and City employees. Multi-individual memberships/dues are subject to Governing Body annual review for value to the City.

City of Roeland Park
Employee Handbook
Receipt

I acknowledge receipt of a copy of the City of Roeland Park Employee Handbook adopted _____ . I also acknowledge that its provisions are guidelines, subject to revision by the Governing Body at any time, and are not a contract of any kind between me and the City of Roeland Park.

Dated: _____

Employee's Signature: _____

Employee's Printed Name: _____



City of Roeland Park

Employee Handbook

Adopted 2/4/2013

Effective 3/1/2013



The City of Roeland Park, Kansas

R.I.C.T.E.R. Scale

- **Respect:** We show consideration for all persons with whom we have contact; both our customers and fellow employees.
- **Integrity:** We have the courage to consistently do what is right and fair.
- **Creativity:** We find better ways to do things. We are innovative in achieving excellence.
- **Team Work:** We support and encourage others as we work toward a common goal.
- **Excellence:** We strive to exceed expectations for the results we produce, the quality of our services and the interactions with our customers.
- **Responsibilities:** We embrace the opportunity to do the right thing in carrying out commitments and obligations.

Management Team Leadership Philosophy

We believe that the employees are the most valuable assets. We are an organization of diverse individuals with integrity who trust each other to make right decisions. We value all staff and recognize that improvements derive from the people providing the services. We work together to produce excellent results. To this end we foster an environment that maximizes talent, skills and creativity.

Employee Mission Statement

Staff members work with elected leaders and citizens to make our community the best it can be.

Realizing the balance between diverse interests and desires, we, as employees, pledge to provide outstanding services for the residents and customers of the community every time.



We are an organization committed to provide the necessary support and opportunities for each staff member to honor this pledge.

City of Roeland Park Employee Handbook

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A. GENERAL GUIDELINES

1. Policies Established-

The following policies, guidelines and other provisions for personnel administration in the City of Roeland Park are established to:

- a) Promote and increase the efficiency and effectiveness of City service;
- b) Develop a program of recruitment and advancement which will make City service attractive as an employment opportunity; and
- c) Establish and maintain a uniform plan of performance evaluation and compensation based upon the relative duties and responsibilities of each position to assure a fair and equitable wage or salary to all employees.

2. City Employment and Personnel Policies-

The policies in this Employee Handbook are not intended to cover every situation or question that might arise during the course of your employment, but rather, serve as general information and guidelines to provide a framework for day-to-day practices. While this Employee Handbook describes certain policies, procedures and benefits, it is subject to change from time to time, with or without notice to employees, and at the sole discretion of the City.

This Employee Handbook supersedes any and all past handbooks, policies, procedures, understandings and standards, written or verbal, express or implied.

3. At-Will Employment-

This Employee Handbook does not create express or implied contractual employment rights to continued employment or employment benefits. Employment at the City is at will, which means that either the employee or employer may terminate the employment at any time, for any reason not prohibited by law, with or without notice. All employees are considered to be at-will employees for the purposes of City employment, and no supervisor or other management personnel has the authority to change, either orally or in writing, the at-will status of any employee or create an employment contract. Only the Governing Body has the authority to create an employment contract and such contract must be in writing.

4. Application of Policies-

The policies and guidelines in this Employee Handbook shall apply to all employees in the service of the City except elected and appointed officials.

5. Departmental Guidelines-

The head of any City department may formulate, in writing, reasonable guidelines for the conduct of the operations of his or her department, such as those relating to safety or operational procedures, which shall be available to all departmental employees. Such department guidelines shall not be less stringent than, in violation of, or in conflict with this Employee Handbook.

When a conflict exists between this Employee Handbook and guidelines set by a department, the Employee Handbook shall govern.

6. Amendment of Policies-

These policies may be amended from time-to-time in the same manner as they were adopted. Any such amendment shall become effective upon adoption by the Governing Body. The most recent version of this policy can be located online or by contacting the City Clerk.

B. WORKPLACE GUIDELINES

1. Equal Opportunity Statement-

It shall be the policy of the City to provide fair and equal employment opportunity to all qualified applicants and employees, and not discriminate on the basis of race, color, sex, disability, religion, age, national origin, military and/or veteran status, citizenship status, genetic information or any other characteristic protected by applicable federal, state or local laws. Our management team is dedicated to this policy with respect to all terms and conditions of employment, including but not limited to: recruitment, hiring, placement, promotion, transfer, demotion, layoff, termination, training, recruitment, advertising, compensation, benefits, employee activities, all other terms and conditions, and general treatment during employment. In most cases, vacant positions shall be advertised, except those that fall under the internal promotion policy and those exempted by the Governing Body on an emergency basis.

The City Administrator has overall responsibility for this policy and maintains any required reporting and monitoring procedures. Employees' questions or concerns should be referred to the City Administrator.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of the City Administrator. The City will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. To ensure our workplace is free of artificial barriers, violation of this policy may lead to discipline, up to and including discharge.

2. Non-Discrimination and Anti-Harassment Policy-

The City is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits discriminatory practices, including harassment. Therefore, the City expects that all relationships among persons in the workplace will be business-like and free of bias, prejudice and harassment.

- a) The City is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits discriminatory practices, including harassment. Therefore, the City expects that all relationships among persons in the workplace will be business-like and free of bias, prejudice and harassment.

Sexual harassment constitutes discrimination and is illegal under federal and Employer laws. For the purposes of this policy, sexual harassment is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example: (i) submission to such 174 conduct is made either explicitly or implicitly a term or condition of an individual's employment; ii) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (iii) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include, but are not limited to: unwanted sexual advances or requests for sexual favors; repeated requests for social engagement or interactions when prior social invitations have been refused or when the employee has otherwise indicated such invitations are unwelcome; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, catcalls or touching; insulting or obscene comments or gestures; display or circulation in the workplace of sexually suggestive objects or pictures (including through e-mail); and other physical, verbal or visual conduct of a sexual nature. Sex-based harassment that is, harassment not involving sexual activity or language (e.g., male manager yells only at female employees and not males) may also constitute discrimination if it is severe or pervasive and directed at employees because of their sex.

b) Other Prohibited Harassment

Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, national origin, religion, age, disability, creed, marital status, ancestry, sexual orientation or any other characteristic protected by law or that of his/her relatives, friends or associates, and that: (i) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (ii) has the purpose or effect of unreasonably interfering with an individual's work performance; or (iii) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes and display or circulation in the workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group (including through e-mail).

c) Individuals and Conduct Covered

These policies apply to all applicants and employees, and prohibit harassment, discrimination and retaliation whether engaged in by fellow employees, by a supervisor or manager or by someone not directly connected to the City (e.g., an outside vendor, consultant or customer). Conduct prohibited by these policies is unacceptable in the workplace and in any work related setting outside the workplace, such as during business trips, business meetings and business-related social events.

d) Retaliation is Prohibited

The City prohibits retaliation against any individual who reports discrimination or harassment or participates in an investigation of such reports. Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, may be subject to disciplinary action up to and including discharge.

e) Complaint Procedure

Employees who have experienced conduct they believe is contrary to this policy have an obligation to take advantage of this complaint procedure. An employee's failure to fulfill this obligation could affect his or her rights in pursuing legal action. Also, please note, federal and state discrimination laws establish specific time frames for initiating a legal proceeding pursuant to those laws.

The Employer strongly urges the reporting of all incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Individuals who believe they have experienced conduct that they believe is contrary to the City's policy or who have concerns about such matters should file their complaints with their immediate supervisor or the City Administrator before the conduct becomes severe or pervasive. Individuals should not feel obligated to file their complaints with their immediate supervisor first before bringing the matter to the attention of the City Administrator.

Early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment. Therefore, while no fixed reporting period has been established, the City strongly urges the prompt reporting of complaints or concerns so that rapid and constructive action can be taken. The City will make every effort to stop alleged harassment before it becomes severe or pervasive, but can only do so with the cooperation of its staff/employees.

The availability of this complaint procedure does not preclude individuals who believe they are being subjected to harassing conduct from promptly advising the offender that his or her behavior is unwelcome and requesting that it be discontinued.

Any reported allegations of harassment, discrimination or retaliation will be investigated promptly, thoroughly and impartially. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged Conduct or may have other relevant knowledge.

Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action.

Misconduct constituting harassment, discrimination or retaliation will be dealt with promptly and appropriately. Responsive action may include, for example, training, referral to counseling, monitoring of the offender and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reduction of wages, demotion, reassignment, temporary suspension without pay or termination, as the City believes appropriate under the circumstances.

If an employee making a complaint does not agree with its resolution, the employee may appeal to the Governing Body.

Individuals who have questions or concerns about these policies should talk with the City Administrator.

Finally, these policies should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, or any other protected characteristic, from participating in business or work-related social activities or discussions in order to avoid allegations of harassment. The law and the policies of the City prohibit disparate treatment on the basis of sex or any other protected characteristic, with regard to terms, conditions, privileges and perquisites of employment. The prohibitions against harassment, discrimination and retaliation are intended to complement and further these policies, not to form the basis of an exception to them.

f) Policy Relating to Persons with Disabilities

It is the City's policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's disability or perceived disability so long as the employee can perform the essential functions of the job. Consistent with this policy of nondiscrimination, the City will provide reasonable accommodations to a qualified individual with a disability, as defined under applicable law, who has made the City aware of his or her disability, provided that such accommodation does not constitute an undue hardship on the City.

Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact the City Administrator. The City encourages individuals with disabilities to come forward and request reasonable accommodation.

On receipt of an accommodation request, the City Administrator and your supervisor, if other than the City Administrator, will meet with you to discuss and identify the precise limitations resulting from the disability and the potential accommodation that the City might make to help overcome those limitations.

The City will determine the feasibility of the requested accommodation considering various factors, including, but not limited to the nature and cost of the accommodation, the availability of tax credits and deductions, outside funding, the City's overall financial resources and organization, and the accommodation's impact on the operation of the City, including its impact on the ability of other employees to perform their duties and on the City's ability to conduct business.

The City will inform the employee of its decision on the accommodation request or on how to make the accommodation. If the accommodation request is denied, employees will be advised of their right to appeal the decision to the Governing Body by submitting a written request within ten business days of the decision explaining the reasons for the request. If the request on appeal is denied, that decision is final.

The law does not require the City to make the best possible accommodation, to reallocate essential job functions, or to provide personal use items (i.e., eyeglasses, hearing aids, wheelchairs).

An employee or job applicant who has questions regarding this policy or believes that he or she has been discriminated against based on a disability should notify the City Administrator, or, if necessary, the Mayor. All such inquiries or complaints will be treated as confidential to the extent permissible by law.

's3. Drug, Alcohol and Controlled Substance Abuse Policy-

a) General Rules

- i. The Alcohol and Controlled Substance Abuse Policy applies to all City Employees.
- ii. The Federal Department of Transportation (DOT) and various other Federal Programs specifically require additional prohibitions, notices, testing and training for employees involved with the operations of mass transit, aviation and commercial motor vehicles. Each agency of the DOT issues regulations specific to their industry. The City Administrator or designee is responsible for developing and implementing procedures for compliance with such regulations and shall issue copies of the procedures to covered employees as appendices of this Employee Handbook. In the event of any conflict between rules and regulations, the stricter rule or regulation shall govern.
- iii. The City has an obligation to its employees to take reasonable steps to ensure a drug-free and safe place to work. The City also has an obligation to the citizens of Roeland Park and the public at large to provide quality and safe services through a policy and program prohibiting alcohol, illegal drugs, and controlled substances in the workplace.
- iv. The City prohibits the unlawful manufacture, distribution, dispensing, possession or use of alcohol/intoxicants, illegal drugs, and illegal controlled substances in the workplace. Any employee who violates this policy may be subject to disciplinary action including termination.
- v. The Mayor, City Council and City Administrator of the City affirm the City's policy that, as a condition of employment, all employees will abide by the policy for a drug-free workplace and adhere to the following prohibitions:
- vi. No employee shall report to work under the influence of alcohol/intoxicants, illegal drugs, or illegal controlled substances.
- vii. Employees shall not unlawfully manufacture, distribute, dispense, possess, or use illegal drugs or controlled substances in any manner (1) on City premises or in City vehicles at any time, whether or not performing City business, or (2) while performing City business at any location. An employee convicted of violating any criminal drug statute on or off City property may be subject to disciplinary action, including termination. This section does not apply to any employee performing law enforcement responsibilities.

- viii. Employees shall not use City property or their position with the City in any way to make or traffic alcohol/intoxicants, illegal drugs, or illegal controlled substances for their own purposes.
- ix. Employees shall not engage in any other illegal use, possession, or trafficking of alcohol/intoxicants, illegal drugs, or controlled substances in a manner which is detrimental to the interest of the City.

b) Notice of Conviction-

Any employee convicted of a criminal drug statute violation occurring in the workplace will notify the City Administrator of such conviction no later than five days after conviction.

c) Notice of Legal Drugs or Medications-

Employees taking medication must inform his or her supervisor if they believe they will be impaired or need a reasonable accommodation. Employees shall not commence or continue work if they are uncertain whether they can perform their duties safely.

d) City's Right to Search-

When the City has reason to believe an employee is violating any aspect of this policy, the City may ask the employee to submit immediately to a search of any locker, lunch box, briefcase, purse, wallet, personal belongings, desk, vehicles, or other receptacle the employee uses or has access to. Entry on City premises constitutes consent to searches and inspections. Refusal to consent to a search or inspection when requested by the City constitutes insubordination and is a violation of City policy which may result in disciplinary action, including termination.

e) City's Right to Test-

- i. An individual may not be hired to perform a safety sensitive function unless the individual passes a drug test of urine for evidence of marijuana, cocaine, opiates, phencyclidine (PCP), and amphetamines.
- ii. All new hires and re-hires of full-time, part-time, or temporary/ seasonal employees may be required to take urine or other medical test, so long as directly related to the employee's ability to perform his or her job responsibilities, and to agree in writing to allow the results of those tests to be furnished to and used by the City.
- iii. Those persons who do not pass such test(s) shall not be employed.
- iv. An employee performing a safety sensitive function who is reasonably suspected of using alcohol or a prohibited drug, may be required to take a drug or alcohol test(s) or both. A supervisor's reasonable suspicion must be based on specific contemporaneous, articulated observations concerning the appearance, behavior, speech or body odors of the employee. Alcohol testing

may also be performed at any time prior, during or following an employee's work shift.

- v. An employee who performs a safety-sensitive function that either contributed to an accident, or cannot be completely discounted as a contributing factor to an accident, may be required to take a drug test(s).
- vi. Employees who perform safety sensitive functions are subject to drug testing on an unannounced and random basis.
- vii. Except as otherwise required by law, all information from an employee's drug or alcohol test shall be treated as confidential. All information related to the drug or alcohol test of an employee will be maintained in his restricted file. Anyone disclosing drug test results, in violation of this policy, will be subject to disciplinary action. Drug and alcohol testing is not genetic testing and no genetic testing will be performed on any blood, urine, or other samples provided for drug and/or alcohol testing.

f) Disciplinary Action for Violation of the Policy-

Any employee who violates any aspect of this policy, including refusal to submit to any of the above described searches, inspections, or testing when requested by the City, may be subject to disciplinary action up to and including discharge. Failure to provide adequate breath or urine may constitute a refusal to test if a medical evaluation determines there is no medical condition preventing the employee from providing the sample. When the City has reason to believe the employee is violating this policy, the employee may be suspended immediately pending investigation.

g) Response to Questions about the Policy-

The City Administrator has been designated as the person responsible to answer questions about the alcohol and drug testing program.

4. Nepotism-

In order to avoid favoritism or the appearance of favoritism based on family relationships, no one shall be employed in a department where the supervisor or department head is a member of their immediate family. "Immediate family" is defined to include only an employee's:

- a) Parents or stepparents;
- b) Spouse or children;
- c) Sister or brother;
- d) Grandparents or grandchildren;
- e) Mother or father-in-law; or
- f) Brothers or sisters-in-law.

In addition to the above, no person shall usually be employed in a position in any department if that person is a member of the immediate family of another employee within that department. However, members of immediate families may be employed within the same department if one or more family members are employed only as a part-time, temporary or seasonal employee for not to exceed six months in any 12 consecutive month period.

If two employees within the same department marry or otherwise obtain a relationship whereby they become members of each other's immediate family, one of the employees shall usually be transferred to another department, if possible, without loss of pay or other benefits. However, in most cases, the establishment of such a relationship alone shall not be the basis for termination of employment.

5. Employment Eligibility-

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility.

On your first day of work, new employees must complete Section 1 of the Federal Form I-9 and, within three business days of commencement of employment, you must show acceptable documentation, pursuant to those listed in the Form I-9, proving that you are eligible to work in the United States. This is required by federal law.

6. Political Activity-

It is the right of every employee to register and vote on all political issues. Employees are permitted to join political organizations, civic associations or groups and become involved in political activities subject to the following restrictions:

- a) As private citizens, employees may participate in all political activities, including holding public office, except for activities involving the election of candidates for any City office and where holding an appointive or elective public office is incompatible with the employee's City employment.
- b) City employees are not prohibited from supporting candidates for office or from contributing labor to candidates and organizations that endorse candidates. Employees are not permitted to be candidates for City elective office in Roeland Park.
- c) Political activity must not interfere with job attendance or performance. Employees are not permitted to solicit or handle political contributions in City elections. They are not permitted to wear or display political badges, buttons or signs on their person or on City property during on-duty hours.
- d) No supervisor or other person in authority shall solicit any City employee for contributions of money or labor for any candidate for elective office, or otherwise compel, or attempt to compel, any employee to support a candidate for elective office or to engage in any political activity.

The purpose of this policy is to prevent and avoid the appearance of impropriety on the part of any City employee. City employees are neither appointed to, nor retained in, the City's service on the basis of their political affiliations or activities.

7. Residency-

Residency requirements, if any, are determined by the Governing Body.

8. Outside Employment-

Full-time City employees shall not be employed in outside employment without the approval of his or her department head and the City Administrator. This applies to any significant form of non-City employment activity, whether part-time, temporary or permanent, for which the employee receives money, goods, services or other forms of compensation. An employee wishing to hold an outside job shall apply the City Administrator. The employee, when interested in securing outside employment, must furnish the City, by filing with the City Administrator, a full disclosure of the outside employment including the employer's name and address, the nature of work to be performed and the approximate hours per week that the employee will engage in outside employment. Outside employment by a full-time employee shall only be permitted when such outside employment:

- a) Is considered secondary to service with the City;
- b) Does not interfere with the performance of duties for the City; and
- c) No legal, financial or ethical conflict of interest results from such dual employment.

Approval to perform continuous outside employment must be renewed and re-authorized annually by the department head and City Administrator.

9. Gift Restriction –

There will be a general prohibition against gifts, services or things of value to City staff with the following exceptions: (A) An occasional non-pecuniary gift, service or thing of value, insignificant in value (\$50.00 or less); (B) An award publicly presented in recognition of public services.

C. COMPENSATION AND PAY PRACTICES

1. Position classification-

Position classification is a system of identifying and describing different kinds of work in the organization. In most cases, each City position shall, on the basis of the duties, responsibilities, skills, experience, education and training required of the position, be allocated to an appropriate class, which may include either a single position or two or more positions.

2. Pay Range Plan-

The Governing Body shall adopt a pay plan, with minimum and maximum amounts of pay for each class of positions. The pay ranges assigned to each class of positions shall be periodically reviewed and revised by the Governing Body.

3. Maintenance of the Classification Plan-

It shall be the duty of each department head to report to the City Administrator any and all organization changes which will significantly alter or affect changes in existing positions or proposed positions. The Governing Body shall approve all new or revised job descriptions and pay ranges for such positions.

4. Categories of Employment-

Full-Time Employee-

One employed to regularly work at least 40 hours per work week who was not hired on a short-term or temporary basis. The work week is any consecutive seven-day period, except as otherwise provided in Section E-1.

Part-Time Employee-

One employed to regularly work less than 40 hours per work week on a regular and continuing basis.

Seasonal or Temporary Employee-

One employed to work on a regular and/or recurring basis during a specific season or portion of a year.

Volunteer-

Is a non-paid individual in the position he or she holds. When acting as a volunteer an individual is not an employee regardless of other City employment.

5. Pay Periods and Paydays-

The City shall pay all employees on a bi-weekly basis, every other week, for work performed for the previous two-week period. Should the regular payday fall on a City holiday, pay shall be distributed on the working day immediately preceding that day.

6. Hours of Work-

The work week is a period of seven consecutive days beginning at the nearest shift change on Sunday (or 12:01 a.m. on Sunday) and ending at the nearest shift change on the following Saturday (or 12:00 midnight on the following Saturday).

General Employees-

The normal work period for general employees, which includes all employees other than police officers, is 80 hours.

Police Officers-

The normal work period for full-time police officers shall average 80 hours.

Normal Work Hours-

No employee shall be permitted to work in excess of their normal work period except when so directed by the employee's department head. Work in excess of 40 hours per week for non-law enforcement employees, without prior written permission, constitutes insubordination which may result in discipline, up to and including termination.

Employees should see their supervisor for information regarding their meal break.

7. Employment Classification-

Positions are classified according to the responsibilities of the job, the number of hours worked each week and length of service. Employees may be eligible for different benefits and governed by different regulations dependent upon their job classification. The following definitions have been established in order to standardize terminology purposes of federal and state wage and hour laws:

a) Exempt-

Employees whose positions are exempt from the Fair Labor Standards Act and do not receive overtime pay and/or compensatory time. Exempt employees are paid on a salary basis and generally receive the same weekly salary regardless of hours worked, subject to certain, limited and legally permitted deductions.

b) Non-Exempt-

Non-Exempt Employees are employees who are paid on an hourly basis and who are subject to overtime/compensatory pay and minimum wage provisions of the Fair Labor Standards Act (FLSA). Non-exempt employees will be paid overtime at the rate of one and one-half times their regular rate of pay for all hours worked in excess of 40 hours in a work week, unless otherwise specified by state law.

You will be informed of your classifications upon hire and informed of any subsequent changes to your classification.

8. Overtime Work-

- a) Compensation for authorized overtime work shall be paid at the rate of one and one-half times the employee's regular rate of pay for all hours worked over 40 per work week for non-emergency service employees.
- b) A work period for police and firefighters has been established under the Fair Labor Standards Act. Full-time police officers shall be eligible to receive overtime compensation only for work hours in a work period which exceed 80 hours per 14-day work period.
- c) Overtime compensation shall usually be paid not later than the first payday following the work week in which it was earned. However, at the discretion of the department head, an employee may be given compensatory time off in lieu of cash payments for the overtime worked. Any compensatory time off shall be at the rate of one and one-half times the hours of overtime worked and is accruable up to 80 hours (53.3 actual hours worked) for all employees.
- d) All overtime work must have prior authorization by the employee's department head. At the time of authorization, the department head shall advise the employee whether the overtime compensation shall be in the form of additional wages or compensatory time off. The department head shall maintain records of any overtime worked.

- e) For purposes of calculating overtime, hours worked include holiday, scheduled vacation (defined as vacation scheduled at least two (2) weeks prior to the first day of vacation leave) and actual hours worked.

9. Pay Plan-

The salary of each employee of the City, except those appointed officers whose salary is specifically set by ordinance, shall usually be set, at least annually, at an amount within the pay range of the position class the employee is assigned as determined by the Governing Body, with the advice of the City Administrator.

Employees working on a part-time basis shall receive that portion of the salary assigned to their position to be determined by the actual time they work. The hourly wage for persons employed on a monthly salary basis is computed as follows: Monthly wage times 12 divided by (hours worked per week times 52) equals wage per hour for full-time employees.

10. Pay Increases-

- a) In most cases, pay increases shall not be automatic and such increases are subject to approval by the City Administrator.
- b) Annual cost-of-living pay increases may be given as approved by the Governing Body. Subject to the approval of the City Administrator, a department head may award a pay increase to an employee based on an annual performance evaluation submitted by the employee's immediate supervisor.
- c) Annual longevity pay may be given at the discretion of the Governing Body.
- d) Annual bonuses may be given at the discretion of the Governing Body.

D. PERFORMANCE MANAGEMENT

1. Performance Evaluations-

An evaluation of the performance of each full-time and part-time employee based on his or her duties and responsibilities shall usually be prepared by the employee's immediate supervisor at least annually.

2. Qualifications of Employment-

Applications for any open position with the City shall usually be accepted from applicants who meet the stated minimum qualifications established for that position, subject to the following conditions:

- a) Each applicant shall complete a job application form.
- b) A medical examination or other testing, including drug testing, may be required only after an offer of employment has been made contingent upon the applicant passing the

drug test, provided that, such exams or testing are required of all such applicants who are offered employment in similar positions or position classifications.

3. Promotion-

All employees seeking promotion shall usually be expected to meet the minimum qualifications for the position to which they seek promotion.

A medical examination or other testing, including drug testing, may be required only after an offer of promotion has been made contingent upon the applicant passing the drug test, provided that, such exams or testing are required of all such employees who are offered promotions in similar positions or position classifications.

E. TIME OFF POLICIES

1. Holidays-

The following will be the fixed holidays:

1. New Year's Year's Day - always January 1. When January 1 falls on a Saturday, then Friday, December 31 of the previous year is observed. When January 1 falls on a Sunday, then Monday January 2 is observed.
2. Martin Luther King, Jr. Day – always the third Monday in January
3. Memorial Day Monday – always the last Monday in May
4. Independence Day– always July 4. When July 4 falls on a Saturday, then Friday, July 3 is observed. When July 4 falls on a Sunday, then Monday, July 5 is observed.
5. Labor Day Monday – always the first Monday in September
6. Veterans' Day – always November 11. When November 11 falls on a Saturday, then Friday, November 10 is observed. When November 11 falls on a Sunday, then Monday, November 12 is observed.
7. Thanksgiving Day – always the fourth Thursday in November
8. Day after Thanksgiving – always the Friday immediately following the fourth Thursday in November.

9. Christmas Day – always December 25. When December 25 falls on a Saturday, then Friday, December 24 is observed. When December 25 falls on a Sunday, then Monday, December 26 is observed.

And in some years:

10. When December 25 falls on a Tuesday then, Monday, December 24 is observed as a holiday. When December 25 falls on a Thursday, then Friday, December 26 is observed as a holiday.
 - a) """"Employees required to work on a City observed holiday usually receive 8 hours holiday pay or an alternative day off.
 - b) Part-time employees shall be paid only for City observed holidays which fall on days for which they would otherwise have been scheduled to work. The amount of such pay shall be equal to the wages they would have earned for the number of hours they would have been scheduled to work on that day. Seasonal and temporary employees shall not receive paid holidays.

To be eligible to receive pay for a City holiday, an employee must not have been absent without approved leave either on the workday before or the workday after the holiday.

2. Vacation Leave-

Vacation leave shall be earned beginning with the date of employment under the conditions hereinafter stated. An employee who works fewer than 12 days in any month shall not accrue vacation credit for such month of service; provided that this restriction of 12 days shall not apply where the employee has worked fewer than 12 days due to authorized paid leave. No employee shall be permitted to use vacation time for any period spent on unauthorized leave.

- a) Full-Time Employees-

Full-time employees are entitled to paid vacation leave time according to the following schedule, provided no paid vacation leave time may be taken during the first six months of employment.

Years of Continuous Employment	0-4	5-9	10-15	15+
Hours Earned Per Month	8	10.67	12	16
Equivalent Work Days	12	16	18	24
Maximum Hours Accumulation	240	240	240	240
Maximum Hours for One Time Leave	80	120	120	120

Employees on Medical leave are not subject to the maximum hours for one time leave.

- b) Other Employees-

Part-time employees who work at least 40 hours or more per work week shall earn vacation credit at the rate of four hours for each month of employment. Seasonal and temporary employees shall not earn vacation leave.

- c) Training Period-

Employees-in-training during their initial employment shall be credited with vacation

leave for each month of employment but shall not be permitted to use any vacation credit prior to the completion of their training period. Training employees terminated during the training period shall be paid for any accrued vacation leave.

d) Scheduling-

The dates for the taking of vacation leave shall be scheduled in consultation with the employee's supervisor and department head.

e) Holiday During Vacation-

City holidays which occur during the taking of an employee's authorized vacation leave will not be counted as a day of vacation.

f) Minimum Hours-

Exempt employees may use vacation leave in full day increments and non-exempt employees may use vacation leave in half-hour increments, subject to the approval of their supervisor.

g) Termination –

Upon termination, an employee shall be compensated for all earned but unused vacation leave at their final rate of pay, subject to the maximum hours of accumulation authorized in the schedule with the exception outlined in the separation of service section.

3. Sick Leave-

Full-time employees who are employed to work at least 40 hours or more per work period, shall be entitled to sick leave with pay for absences resulting from illness, injuries, accidents, or other physical incapacity, occurring either on or off the job. Sick leave with pay may also be used for absences resulting from illness, injuries, accidents, or other physical incapacity of the employee's spouse, child, or parent. A spouse is defined as a husband or wife as defined by the state of residence of the employee, as well as domestic partner. A child is a son or daughter, in addition to a biological child, adopted, foster or step-child. The definition of son or daughter also includes a legal ward or child of someone standing in loco parentis. A qualifying daughter or son must be under the age of 18, unless the daughter or son has a physical or mental disability that makes self-care impossible. In such cases, there is no age limit. A parent is defined as a biological, foster, adoptive or step-parent, or any person who served in loco parentis (served as a parent) to an employee. It does not include a parent-in-law.

No employee shall be permitted to use sick leave for any period spent on unauthorized leave. Full-time employees are entitled to sick leave with pay for physical examinations and dental work if they have provided at least one 'day's notice to their immediate supervisor.

a) Amount of Sick Leave-

Full-time employees shall earn eight hours of sick leave for each full month of service. Part-time employees who are employed to work not less than 40 hours per work week shall receive four hours of sick leave for each month of employment.

b) Accumulation of Sick Leave-

An employee hired prior to March 1, 2013, may accrue no more than 960 hours of sick

leave. An employee hired after March 1, 2013, may accrue no more than 480 hours of sick leave.

c) Computing Sick Leave-

Any absence for a fraction or part of a day which is chargeable to sick leave shall be charged in increments of not less than one hour.

d) Doctor's Certificate-

For sick leave in excess of three consecutive work days, a department head may require a signed statement from a health care provider verifying the employee's inability to perform his or her assigned duties because of illness and/or his or her ability to return to work.

e) Notification-

To be eligible for paid sick leave, an employee, or his or her representative, shall notify his or her immediate supervisor and give the reason for the absence no later than two hours after the beginning of the first work day for which sick leave is taken, or as soon as practical under the circumstances.

f) Termination of Employment-

An employee shall not be paid for any unused sick leave upon termination of his or her employment with the City with the exception outlined in the separation of service section.

4. Pregnancy Leave-

An employee may claim leave for pregnancy in the same manner as provided for sick leave; provided, however, that the employee may elect to utilize any accrued vacation leave if, and to the extent, such leave is available. An employee may also take leave without pay in the same manner as any other employee on leave without pay status.

5. Funeral Leave-

In the case of death of a member of an employee's immediate family (to include only the spouse, children, mother, father, brother, sister, grandparents or same by marriage of the employee or employee's spouse), full-time employees may request funeral leave not to exceed three consecutive working days. If an employee needs additional time off to attend to details of the funeral, it may be arranged with their supervisor. Leave in excess of three days may be charged against any unused sick or vacation leave, unless the employee elects to take leave without pay. Employees should notify their department head as far in advance as possible regarding a need for leave.

6. Family and Medical Leave-

If ever required by federal law, the City will administer leave that qualifies for Family and Medical Leave Act (FMLA) protection in accordance with federal law. This policy is intended for guidance and shall not be interpreted to expand the City's responsibilities beyond the requirements of the law. For employees who are not eligible for FMLA leave, including employees who have exhausted available FMLA-protected leave (if available under the law),

requests for leave shall proceed according to the City's established policies. Any questions regarding available Family and Medical Leave should be directed to the City Clerk.

7. Injury Leave-

- a) All injuries occurring on the job shall be reported immediately to the employee's immediate supervisor.
- b) Any employee injured on the job shall usually be eligible to receive injury leave with pay during the seven-day waiting period for workers' compensation claims.
- c) When an employee receives compensation under the Workers' Compensation Act, the pay he or she receives from the City, while an employee of the City, shall be the difference between his or her regular rate of pay and the amount he or she receives from workers' compensation and shall be charged against sick leave.

8. Military Leave-

- a) Employees will be granted leaves of absence for military service, training or other obligations in compliance with Uniformed Services Employment and Reemployment Rights Act requirements and related federal and state military leave laws. Any employee so engaged in military or other uniformed services shall not be denied employment, reemployment, retention, promotion, or any benefit of employment on the basis of their active uniformed service. The City will not discriminate in employment against, or take any adverse employment action against, any person because he/she exercised these rights.
- b) As with other leaves, employees must provide advance notice to his/her supervisor of the intent to take military leave as well as appropriate documentation, as far in advance as possible, unless giving such notice is impossible, unreasonable or precluded by military necessity.
- c) Pursuant with the Uniformed Services Employment and Reemployment Rights Act (USERRA), employees are provided with broad protection in terms of their reemployment upon completion of military service, as well as specific time frames in which employees must return to work upon completion of service. Employees returning from military leave will (with limited exceptions) be returned to their position in accordance with current law then pertaining.
- d) Employees will not continue to receive pay during a military leave unless required by law. However, an employee may request to use earned but unused vacation time and sick time during military leave. Benefit coverage will continue for 30 days, provided employees pay their normal portion of the premiums.

9. Civil Leave-

a) Civil Leave With Pay-

An employee shall be given necessary time off with pay:

- i. When performing jury duty;
- ii. When appearing in court as a witness in answer to a subpoena or as an expert witness when acting in an official capacity in connection with the City;

- iii. When performing emergency civilian duty in connection with national defense; or
- iv. For the purpose of voting when the polls are not open at least two hours before or after the employee's scheduled hours of work.

However, an employee shall reimburse the City for juror or witness fees received while on civil leave.

b) Civil Leave Without Pay-

If an employee is involved in a personal lawsuit either as plaintiff or as defendant in an action not related to his or her duties with the City, the employee may take leave without pay unless he or she elects to utilize any accumulated vacation leave.

10. Other Leave-

a) Educational Leave-

An employee, upon written request, may be granted leave without pay for a period up to one year to further his or her education or seek specialized training, upon recommendation of the employee's department head and approval by the City Administrator and Governing Body. An employee may request leave with pay for a class related to their current work on a case by case basis which will need to be approved by his or her department head and the City Administrator.

b) Leave of Absence-

An employee, upon written request, and with the recommendation of his or her department head, may be granted a leave of absence without pay for a period of up to six months, subject to the approval of the Governing Body.

c) Compensatory Time-

Compensatory time off that is accrued by a non-exempt employee for overtime worked shall be taken within 13 pay periods following the pay period in which it was earned.

d) Request for Leave-

Except for sick leave, all leave must be authorized by the employee's department head prior to leave time being taken.

e) Credits for Paid Leave-

An employee, while on paid sick leave, vacation leave or other leave with pay, shall continue to earn credit for sick leave and vacation leave, but no leave credit shall be earned by any employee while on leave without pay.

F. OTHER EMPLOYEE BENEFITS

1. Health Care Program-

- a) All full-time employees shall be eligible for the City's group health care insurance program beginning on the first day of the month following the initial date of employment. A part-time employee who becomes a full-time employee shall be eligible for group health care insurance as of the date of change in employment status.

- b) When an individual employee is required to contribute because of participation in the City's group health care program the amount of such contribution shall be a payroll deduction.
- c) All costs for health care insurance shall be paid by the employee during any period the employee:
 - i. Is on a leave without pay (excluding Family and Medical Leave Act provisions);
 - ii. Is on suspension without pay;
 - iii. Is on unauthorized leave; or
 - iv. Is participating in any unlawful work stoppage.
- d) No employee shall be entitled to a cash payment in lieu of health care insurance coverage.
- e) Each employee should refer to the specific plan document, benefit booklet, or policy provided for each benefit to determine eligibility. A benefit plan document always supersedes all other information provided about a benefit. Summary Plan Descriptions (SPDs) can be found in City Clerk's Office and employees should see the City Clerk to request a copy.

The City reserves the right to amend or terminate benefits at any time.

2. Retirement - OASDI Benefits-

All eligible employees of the City are under the federal OASDI social security system, and receive the benefits thereof in accordance with federal laws and guidelines. The cost of this benefit is paid equally by the City and the employee, with the employee contribution subject to payroll deduction.

3. Retirement - KPERS/KP&F Benefits-

All eligible employees of the City are members of the Kansas Public Employees Retirement System (KPERS) and/or Kansas Police & Firefighter Retirement System (KP&F) and receive the benefits thereof in accordance with state laws and guidelines. Under current law, KPERS members contribute six percent of salary, by payroll deduction. The employer's share is determined by KPERS, and varies annually.

4. Workers' Compensation Benefits-

All employees of the City receive the benefits of the Kansas Workers' Compensation Act, in accordance with such laws and guidelines. The cost of this benefit is paid entirely by the employer.

5. KPERS/KP&F Death and Disability Benefits-

All employees who are contributing members of KPERS/KP&F are eligible for the insured death and disability benefits provided by KPERS/KP&F, which is supplemental to the regular KPERS/KP&F benefits. The cost of this benefit is paid entirely by the employer. This insured death and disability benefit begins on the first day of employment, whether or not the employee is a contributing member of KPERS/KP&F.

6. Unemployment Compensation-

All employees receive the benefits of the Kansas Employment Security (unemployment compensation) Act, in accordance with such laws and guidelines. The cost of this benefit is paid entirely by the employer.

7. Life Insurance-

In addition to the death benefits provided under OASDI, KPERS and KP&F, the City makes available to each employee the option of purchasing group life insurance, administered by KPERS/KP&F, on a payroll deduction basis. The cost of this additional life insurance is paid by the employee and varies with the options selected by the employee.

8. Deferred Compensation-

All City employees may participate in any deferred compensation plan offered by the City, for which they are eligible.

G. AUTHORITY TO DISCIPLINE

Department heads and/or the City Administrator shall have the authority and the responsibility to discipline employees for violations of the City's personnel policies and any departmental guidelines.

1. General Policy-

The purpose of discipline is to ensure high standards of performance and efficiency, to maintain good working relationships among employees, and to provide the citizens of the City with the highest possible level of courteous and professional public service. Discipline in the City organization is for the most part "self" discipline. It is the duty of employees to make a conscientious effort to work and behave in accordance with the values, service standards, policies and guidelines of the City and the department in which they work. Each employee is expected to be self-disciplined and to work hard at being the best at what he or she does and to help the City provide a high level of public service. When an employee does not exercise adequate self-discipline or is not successful in meeting the requirements of their job, it may be necessary for his or her department head or supervisor to consider disciplinary actions to correct the problem.

It is not possible to list every possible instance in which an employee may be subject to discipline, up to and including termination. However, the following list (which is not all-inclusive) provides instances in which an employee may be subject to discipline, up to and including termination:

- a) The employee violates the provisions contained in this Employee Handbook, or any other written guidelines or procedures applicable to the department in which the employee works;
- b) The employee's conduct reflects discredit to the City or hinders the effectiveness or efficiency of City operations; and/or

- c) The employee has performed an act of misconduct, or has failed to perform an act which results in misconduct.

2. Disciplinary Actions-

The following types of disciplinary actions are possible:

- a) Verbal Warning-
A verbal warning is an oral reprimand given to an employee by his or her supervisor or department head. A record of the warning shall be recorded in the employee's file.
- b) Reprimand-
A reprimand is a written censure to an employee by his or her supervisor or department head, a copy of which shall be recorded in the employee's file.
- c) Probation-
Probation is a trial period of a specific length of time during which an employee is required to fulfill a set of conditions, to improve work performance, or to improve on the employee's job behavior. Failure to meet the probationary requirements may result in additional disciplinary actions.
- d) Salary Reduction-
A salary reduction is the lowering of an employee's rate of pay within the pay range to which the employee's position is assigned.
- e) Demotion-
A demotion is the placement of an employee into a position of a lower pay range.
- f) Suspension-
A suspension is the removal of an employee from service, with or without pay, for a specific period of time.
- g) Termination-
Termination is the removal of an employee from City employment.

There is no requirement that the discipline of an employee involve all, or any, of the above-referenced actions. For instance, if warranted, an employee may be suspended or terminated without a verbal warning in certain circumstances.

3. Procedure for Disciplinary Action-

Whenever the misconduct of an employee occurs—that of which in the judgment of the employee's supervisor or department head justifies the application of disciplinary action other than a verbal warning—the supervisor or department head might, in appropriate circumstances:

- a) Document the misconduct in writing;
- b) Determine the appropriate disciplinary action to correct the problem;

- c) Meet with the employee to review the problem and the proposed disciplinary action. The meeting should be private and include only the employee, supervisor, department head or other persons requested to be present by the department head;
- d) Give the employee an opportunity to refute the facts or argue against the proposed disciplinary action. The employee may submit comments in writing to be attached to the record of the disciplinary action;
- e) Make a final decision as to the disciplinary action; and/or
- f) Notify the employee of the disciplinary action in writing, except for verbal warnings. A copy of the documentation of misconduct and a note as to the form of disciplinary action taken shall be provided to the City Clerk for insertion in the employee's personnel file.

The procedure noted above is discretionary and may or may not be utilized given the particular circumstances.

4. Misconduct Subject to Disciplinary Action-

The following is a list of misconduct which may subject an employee to disciplinary action, up to and including termination of employment. The list is not exclusive; it is only representative of the types of misconduct which may subject an employee to disciplinary action. This list is provided for general guidance to employees and does not alter the at-will nature of an employee's employment relationship with the City.

- a) Conviction of a violation of any state or federal criminal law.
- b) Conviction of a violation of any City law.
- c) Failure to follow prescribed City or departmental safety policies and procedures, including failure to notify his or her supervisor of unsafe working conditions and negligent or willful creation of unsafe conditions in the workplace.
- d) Violation of personnel policies and guidelines or departmental policies and guidelines.
- e) Inattention to duty, carelessness, breakage or loss of public property or funds or willful or negligent damage to public property or waste of public supplies or equipment.
- f) Incompetency or inefficiency in the performance of the duties of his or her position or failure to render satisfactory service.
- g) Insubordination or other breach of discipline.
- h) Discourteous or disruptive conduct or other offensive behavior in public, to the public or to employees and officers of the City.
- i) Abuse of leave, excessive absenteeism or tardiness or absence without leave.
- j) Temporarily leaving the workplace without the approval of his or her supervisor.
- k) Failure to give proper notice of absence.

- l) Sleeping on the job.
- m) Use of alcohol or drugs, off the job, to the extent that the employee's job performance or effectiveness as a City employee is impaired.
- n) Inducing or attempting to induce any officer or employee of the City to commit an unlawful act or to act in violation of any lawful or official order or regulation.
- o) Unauthorized possession of firearms or other weapons on the job.
- p) Taking or using any funds or property of the City for personal use or for sale or gift to others or the making of any false claim against the City.
- q) Refusal to abide by any lawful official regulation or order, failure to obey any proper direction made by a supervisor or department head or knowingly making a false statement to any employee or officer of the City.
- r) Claiming leave time under false pretenses or falsifying attendance records for oneself or another employee.
- s) Possession or use of alcohol or drugs, except where prescribed by a physician, after being afforded the opportunity to seek professional attention, or use of alcohol or drugs, except where prescribed by a physician, while on duty. Sale of or offering for sale or giving away alcohol or drugs while on duty or at the workplace.
- t) Illegal harassment of any kind, including sexual harassment.
- u) Disclosing confidential records or information unless directed to do so by his or her department head or supervisor.
- v) Revocation or suspension of a certification or license, including a driver's license, when such is required as a condition of City employment.
- w) Material falsification of application for City employment or making a false statement or report in regard to any test, certification or appointment or any attempt to commit any fraud that violates the merit principles of personnel administration.
- x) Giving or attempting to give any monetary consideration or the delivery of undeserved service to or from any person or organization for, or in connection with, any test or appointment.
- y) Taking or offering to take from any person for the employee's personal use any fee, gift or other thing or service of value, in the course of his or her work or in connection with it, when such gift or other valuable thing or service is given in the hope or expectation of receiving a favor or better treatment than that accorded any other person; accepting a bribe, gift, money or other thing of service or value intended to encourage the employee to perform or refrain from performing any official act; engaging in any act of extortion or other means of obtaining money or other things or service of value through his or her position in the service of the City.

In an appropriate case, an employee may be suspended, with or without pay, pending an investigation and review of the matter.

H. SAFETY

1. General Safety-

All employees are required to wear appropriate safety equipment and follow appropriate safety precautions according to City and/or departmental policy at all times. Failure to comply with safety policies may result in disciplinary action.

2. Smoking Policy-

Smoking shall not be permitted in any enclosed City facility. This includes common work areas, auditoriums, classrooms, conference and meeting rooms, private offices, elevators, hallways, cafeterias, employee lounges, stairs, restrooms, vehicles and all other enclosed facilities. This policy applies to all officers and employees of the City, contractors, and visitors. Smoking shall be permitted only at a reasonable distance of ten (10) feet outside entrances, operable windows and ventilation systems of enclosed areas where smoking is prohibited, so as to ensure that tobacco smoke does not enter those areas.

No Smoking signs shall be posted in all City facilities.

Those employees who smoke and would like to take this opportunity to quit are invited to call the free Kansas Tobacco Quitline (1-800-QUIT-NOW) for telephone cessation counseling and support.

3. Uniform Policy-

The purpose of this policy is to establish a policy concerning the proper wearing of City apparel for non-public safety employees and to identify those items that are “safety equipment” and not uniforms. Items will be replaced, as needed, based on budgetary considerations. Each employee, upon being hired shall be issued the following uniform items:

a) Public Works Department

- i. Five shirts with City logo.
- ii. Three heavy sweatshirts with City logo.
- iii. One winter jacket with City logo.
- iv. One pair of coveralls with City logo.
- v. \$150 to be paid each year (at the beginning of the year) through payroll for the purchase of work pants.

b) Administrative

- i. Five shirts with City logo.
- ii. Two sweatshirts with City logo.

c) Code Enforcement

- i. Five shirts with City logo.
- ii. Two heavy sweatshirts with City logo.
- iii. One winter jacket with City logo.
- iv. One Khaki pants.

4. Specifics-

- a) Uniforms (excluding work pants) will be purchased only three times per year (usually March, June and September).
- b) All uniforms (excluding work pants) are the property of the City and must be exchanged when receiving new items or returned when leaving employment with the City.
- c) Uniforms now in the possession of City employees must be exchanged prior to receiving new uniforms.
- d) It is assumed that employees who wear uniforms while not on duty do so to bring credit to the City and will not engage in conduct that is disgraceful or an embarrassment to the City.
- e) All new uniforms, with a City logo, shall be approved by the City Administrator.
- f) It shall be the responsibility of the employee to wash, clean and maintain any City uniforms.
- g) Appropriate non-uniform clothing may be worn when attending training, schools, meetings, luncheons, workshops, etc.
- h) The employee is responsible for any loss or damage of City uniforms due to neglect.
- i) The City Administrator may authorize exceptions to the Uniform Policy.

5. Non-Uniform Safety Items-

The following items are considered Safety Equipment and shall be provided to necessary employees. These will be replaced as needed due to normal wear and tear or when damaged. The old items shall be returned prior to issuing new items.

- a) One pair of steel toed (ANSI approved) boots (Paid by City up to \$160.00).
- b) One pair of leather gloves.
- c) One pair of safety glasses.
- d) One pair of full eye goggles.

I. TRAVEL POLICY

The City pays business-related travel expenses of its elected officials, employees and other with the approval of the department head and City Administrator, as long as the departmental travel seminar and education line-item budget would not be exceeded.

a) Approved Travel-

:

- i. Any function of the League of Kansas Municipalities if held within the State of Kansas.
- ii. Any function of the Mid-America Regional Council (MARC) if held within the member counties of MARC.
- iii. Any function of the Northeast Johnson County Chamber of Commerce.

b) Reimbursement Rates-

- i. Travel by personal car at the IRS-approved rate. In-state mileage shall be calculated by the City Administrator using the shortest distance method, plus five (5) miles per each day, or part thereof, that the person is engaged in City business. Out-of-state travel will be at actual odometer readings.
- ii. Other transportation, lodging and miscellaneous expenses at actual cost upon the submission of proper vouchers/receipts.

c) Meals-

- i. At actual cost upon the submission of proper vouchers/receipts for expenses not associated with travel requiring an overnight trip.
- ii. For travel requiring an overnight trip, the following per-diem (no receipts necessary) shall apply, or pro-rata based on the following:

In State		Out of State	
Breakfast	\$5.00	Breakfast	\$10.00
Lunch	\$10.00	Lunch	\$20.00
Dinner	\$15.00	Dinner	\$30.00

- iii. Banquets, lunches and other meals included in the registration fee or prepaid with the conference will be deducted from the per diem rate.

Individuals who are pre-registered for any event and not able to attend should make every effort to find another City official to go in their place.

J. EMPLOYMENT RECORDS

1. Personnel Records-

- a) Information contained in an employee's personnel file is highly confidential and is maintained by the City Clerk. The City Clerk shall keep adequate records of all persons

employed, their pay scale, time worked, accrued vacation and sick leave, all absences for vacation, sick or other leave, accrued overtime, and all other records directed to be made and maintained under these policies and guidelines or under applicable state or federal law. All employee files remain the property of the City and contain only items that have direct bearing on the employee/employer relationship. This includes any documents that relate to the employee's recruitment, selection and retention; the employee's job responsibilities and his/her ability to perform those duties; and the employee's present or future ability to perform work assignments.

- b) Employee files will be maintained by the City Clerk and must remain in the Administration Department at all times. Only authorized individuals have access to the information in these records.
- c) Managers should provide, to the City Administrator for review and approval, written notification of any corrective action or changes in the status for his or her employees. The City Clerk will maintain a record of all changes in the employees' personnel files.
- d) Current employees may request to review their personnel file. An employee's personnel file shall be available during office hours for inspection by that employee upon reasonable notice. Such request should be submitted to the City Clerk.

2. Access to Employee Files and Verification of Employee Records-

Information contained in an employee's personnel file is highly confidential and will be released only to authorized individuals within the City, upon receipt of a court ordered subpoena or to individuals with written authorization from the current employee. It is the City's policy to provide only limited information regarding a former employee in response to requests for references.

This policy shall be applied in accordance with the requirements of federal and state laws.

3. Release of Employee Files-

When an outside party requests information about a current or former employee, only the City Administrator or City Clerk is authorized to respond. Reference requests should be referred to the City Administrator or City Clerk.

All telephone or written inquiries for employment references must be referred to the City Administrator or appropriate manager. The City Administrator or City Clerk will release only the employee's dates of employment and job title; salary may only be verified in writing.

K. TECHNOLOGY AND ELECTRONIC COMMUNICATIONS

The purpose of this policy is to establish guidelines for use of the City's computer, communication, and related systems to ensure that this equipment is used in a manner consistent

with its intended purpose and the mission of the City and to discourage or eliminate inappropriate use of the equipment.

1. Definitions-

- a) Technology Equipment-
Includes all computers and related hardware and software, voicemail, electronic mail, internet access, internet e-mail, phone systems, network systems, voice and data communications, printers, copy and fax machines, video cassette recorders, cameras, pagers, radios, and electronic equipment in general which is owned by the City, licensed to the City, or otherwise provided for use by the City through the use of public funds.
- b) Management Staff-
Department heads, their designees, or other City staff in supervisory positions.
- c) Network-
Any City owned or operated computer, telephone, or electronic system.

2. General Computing and Network Policy-

- a) Violations to this Policy are subject to disciplinary action, including termination.
- b) All users of the City's technology equipment must adhere to City, state, federal, and international laws governing the use of such equipment. All users of the City's technology equipment should strive to use such equipment in an efficient and effective manner consistent with the City's mission, and must avoid unethical, unauthorized, or any other use of such equipment in a manner inconsistent with good stewardship of public resources.
- c) Any provision or provisions of this policy may be waived only for unusual circumstances, and only with the concurrence of an individual's supervisor and the City Administrator or his/her designated representative.
- d) Users of the City's network services shall promote efficient use of the networks to minimize, and avoid if possible, congestion of the networks and interference with the work of other users of the network.
- e) Encryption of communications will be allowed only if it is determined to be necessary for the protection of citizens or employees, or is determined to be an integral part of an employee's performance of their assigned work.

3. Prohibited Uses-

- a) Use of the City's technology equipment for threats, harassment, slander, defamation, obscene or suggestive messages and images, political endorsements, commercial activities, or for the production or dissemination of any material which is discriminatory with regard to race, sex, religion, ethnicity, disability, sexual orientation, gender identity, and/or age is prohibited.
- b) "BIOS" (basic in and out system) passwords, unless approved by the City Administrator or his/her designated representative.

- c) Intentionally disrupting or damaging any of the City's network services or any components of the system.
- d) Deletion, examination, copying, or modification of files and/or data belonging to other users without their prior consent.
- e) Any unauthorized access or attempts to gain unauthorized access to data, system resources and passwords.
- f) Any attempt to secure system access privileges other than those assigned by the System Administrator or his/her designated representative.
- g) Decryption of system or user passwords.
- h) The copying or deleting of any software without the authorization of the City Administrator.
- i) Infringement on software licenses and copyrights.
- j) Loading of software onto the City's network, or any component of the network, without the advance approval of the City Administrator or his/her designated representative.
- k) The intentional introduction of computer viruses or other disruptive programs into the City's system.
- l) Sharing of passwords with other users.

4. Privacy Policy-

- a) No individual or group utilizing the City's technology equipment should have any expectation of a guarantee of privacy in their use of the City's technology equipment. The equipment is managed by the City for the purpose of City business, and authorized representatives of the City may access any aspect of the City's technology equipment at any time for work related non-investigatory or investigatory purposes. Authorized representatives of the City may, without advance notice, access any portion of the City's technology equipment for purposes related to claims of misconduct by City staff.
- b) Management reserves the right to monitor the use of any or all portions of the City's technology equipment, including electronic messages either sent or received, electronic files stored on the City's network, and internet sites visited.
- c) Management reserves the right to access, without notice, data or text caches, pager memory banks, e-mail, voicemail boxes or accounts, and other employer provided electronic storage systems.
- d) All data, information, electronic mail, and other documents contained on the City's network, or any component of the City's network, is City property, and may be accessed by authorized representatives of the City.

5. Electronic Mail Systems-

a) Privacy, Confidentiality and Public Records Considerations

- i. The City will make reasonable efforts to maintain the integrity and effective operation of its electronic mail systems, but users are advised that those systems should in no way be regarded as a secure medium for the communication of sensitive or confidential information. Because of the nature and technology of electronic communication, the City can assure neither the privacy of an individual user's use of the City's electronic mail resources nor the confidentiality of particular messages that may be created, transmitted, received, or stored thereby.
- ii. All electronic files and messages on the City's systems are periodically backed up and generally available for re-creation, even if erased.
- iii. In all electronic mail communications, be polite and use appropriate language.
- iv. Delete all messages from the electronic mail system when they are no longer needed to help efficiently manage network storage resources.

b) Permissible Uses of Electronic Mail

- i. Authorized Users-Only City employees and other persons who have received permission under the appropriate authority are authorized users of the City's electronic mail systems and resources.
- c) Purpose of Use-The use of any City resources for electronic mail must be related to City business. Incidental and occasional personal use of electronic mail may occur when such use does not generate a direct cost for the City. Any such incidental and occasional use of City's electronic mail resources for personal purposes is subject to the provisions of this policy.Prohibited Purposes

- i. Personal use that creates a direct cost for the City.
- ii. The City's electronic mail resources shall not be used for personal monetary gain or for commercial purposes that are not directly related to City business.

d) Prohibited Uses

Prohibited uses of electronic mail includes, but is not limited to the following:

- i. Do not use the City's electronic mail system for sending "junk mail" or "chain letters."
- ii. Never send electronic mail from someone else's account or electronic mail address.
- iii. Sending copies of documents in violation of copyright laws.
- iv. Inclusion of the work of others into electronic mail communications in violation of copyright laws.
- v. Capture and "opening" of other employees' electronic mail except as required in order for authorized employees to diagnose and correct delivery problems.
- vi. Use of electronic mail for personal political use.

- vii. Use of electronic mail to harass or intimidate or to interfere with the ability of others to conduct City business. This prohibition specifically includes any communication which violates the City's policies against illegal harassment and discrimination.
- viii. Use of electronic mail systems for any purpose restricted or prohibited by laws or regulations.
- ix. "Spoofing," i.e., constructing an electronic mail communication so it appears to be from someone else.
- x. "Snooping," i.e., obtaining access to the files or electronic mail of others for the purpose of satisfying idle curiosity, with no substantial City business purpose.
- xi. Attempting unauthorized access to electronic mail or attempting to breach any security measures on any electronic mail system, or attempting to intercept any electronic mail transmissions without proper authorization.
- xii. To distribute defamatory, fraudulent or harassing messages, or otherwise engage in any illegal or wrongful conduct.

e) City Access and Disclosure

By accepting and continuing employment, employees of the City are consenting to the City's monitoring of their e-mail communications on City equipment and/or on City premises and/or on City paid time.

f) General Provisions

To the extent permitted by law, the City reserves the right to access and disclose the contents of employee and other users' electronic mail without the specific consent of the user beyond the general consent provided as a condition of employment. The City will do so when it believes it has a legitimate business need including, but not limited to, those listed in Section (g) below.

Employees and other users are advised that the City's electronic mail systems should be treated like a shared filing system, i.e., with the expectation that communications sent or received regarding City business or with the use of City resources may be made available for review by any authorized City official for purposes related to City business.

Any user of the City's electronic mail resources who makes use of an encryption device to restrict or inhibit access to his or her electronic mail must provide access to such encrypted communications when requested to do so under appropriate City authority.

g) Monitoring of Communications

The City will not monitor electronic mail as a routine matter but it may do so to the extent permitted by law as the City deems necessary for any valid business purposes, including employee supervision.

h) Inspection and Disclosure of Communications:

The City reserves the right to inspect and disclose the contents of electronic mail:

- i. In the course of an investigation triggered by indications of misconduct or misuse;
- ii. As needed to protect health and safety;
- iii. As needed to protect the rights or property of the City;
- iv. As needed to prevent interference with the business mission of the City;
- v. To detect employee wrongdoing; or
- vi. As required for employee supervision or performance management.

The City will inspect and disclose the contents of electronic mail when such action is necessary to respond to legal processes and/or to fulfill the City's obligations to third parties.

i) Limitations on Disclosure and Use of Information Obtained by Means of Access or Monitoring

The contents of electronic mail communications, properly obtained for City purposes, may be disclosed without permission of the user. The City will attempt to refrain from disclosure of particular communications if disclosure appears likely to create personal embarrassment, unless such disclosure is required to serve a business purpose or satisfy a legal obligation.

j) Special Procedures to Approve Access to and Disclosure of Use of Electronic Mail Communications

Individuals needing to access the electronic mail communications of others, to use information gained from such access, and/or to disclose information from such access and who do not have the prior consent of the user must obtain approval in advance of such activity from the appropriate City authority. Any employee accessing the electronic mail communications of others without permission will be subject to disciplinary action, up to and including termination.

6. Definition of City Authority-

For the purposes of this policy, City Authority is defined as having approval of the Governing Body or by the City Administrator.

7. Internet Access-

a) Authorized Users:

Internet access is provided to City staff only by approval of department heads, and with the concurrence of the City Administrator or his/her designated representative.

b) Purpose of Use-

The use of any City resources for internet access must be related to City business. Incidental and occasional personal use of internet access may occur when such use does

not generate a direct cost for the City. Any such incidental and occasional use of internet access resources for personal purposes is subject to the provisions of this policy.

c) Prohibited Purposes-

- i. Accessing adult entertainment, pornography, illegal, suggestive or other inappropriate material via the internet at any time from any City facility using either privately-owned or City technology equipment.
- ii. Personal use that creates a direct cost for the City.
- iii. The City's internet access resources shall not be used for personal monetary gain (i.e. engage in e-commerce, investment banking activities or gambling activities, legal or illegal) or for commercial purposes that are not directly related to City business.

8. Social Media/Blogging-

The City respects the right of any employee to maintain a blog and other types of self-published online journals, social media sites and collaborative web-based discussion forums. However, to protect the City's interests and ensure employees focus on their job duties, employees are expected to follow the guidelines and policies set forth to provide a clear distinction between you as an individual and you as an employee.

a) Purpose-

This policy outlines the protocol and procedures for use of social media to publicize official City services and events. In addition, this policy addresses the responsibilities of individual employees and City officials with regard to social media and the use of City resources (time/equipment), as well as responsibilities related to public records and open meeting laws.

b) Definitions-

i. Social Media-

Various forms of discussion and information sharing, including blogs, wikis, social networks, virtual worlds, video posts, podcasts, message boards and online forums. Technologies include: picture sharing, wall postings, fan pages, e-mail, instant messaging and music sharing.

ii. Social Networking-

The practice of expanding business and/or social contacts by making connections through web-based applications. This policy focuses on social networking as it relates to the use of the internet to promote such connections for official City business for employees, elected and appointed officials who are using this medium in the conduct of official City business.

c) Policies and Procedures-

All official City presences on social media sites or services are considered an extension of the City's information networks and are governed by the Technology and Electronic

Communications Policy contained in the City Personnel Manual and used for the limited purpose of informing the public about City business, services and events.

- i. All City social media sites must comply with applicable federal, state and City laws, regulations and policies. This includes adherence with established laws and policies regarding copyrights, records retention, Freedom of Information Act (FOIA), First Amendment, privacy laws and information technology, web standards, brand standards and media policies established by the City.
- ii. Each social media site used by the City will include an introductory statement that clearly specifies the purpose of the site and directs users to the City's website. In addition, wherever possible, links to information should direct users back to the City's official website for more information, forms, documents or online services necessary to conduct business with the City.
- iii. Purpose-To provide information to the users in a timely manner and to direct users to the website for additional information.

Employees representing the City via social media outlets must conduct themselves at all times as representatives of the City and in accordance with all human resource policies. Employees shall not disclose information about confidential City business on either the City's social media sites or their personal social media sites.

- d) The City encourages the posting of comments by individuals; however, current elected officials are not to post on the City's official social media sites.
- e) The City's social networking content and comments containing any of the following forms of content shall not be allowed for posting:
 - i. Comments not topically related to the particular site or blog article being commented upon;
 - ii. Profane language or content;
 - iii. Content that promotes, fosters or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability or sexual orientation or gender identify;
 - iv. Sexual content or links to sexual content;
 - v. Solicitations of commerce;
 - vi. Conduct or encouragement of illegal activity;
 - vii. Information that may tend to compromise the safety or security of the public or public systems; and/or
 - viii. Content that violates a legal ownership interest of any party. The City reserves the right to remove content that is deemed in violation of this policy or any applicable law. Any participants on the City's official social media sites who are in continual violation of the posting/commenting guidelines may be permanently removed from the City's site.

The City reserves the right to temporarily or permanently suspend access to official City social media sites at any time.

L. CELL PHONE COMMUNICATIONS POLICY

It is the policy of the City to provide cellular telephones and/or wireless personal communications devices to designated employees in order to improve productivity, enhance customer service to our citizens, and/or to enhance public safety services.

It is also the policy of the City to maintain the right of access to and disclose of any and all messages communicated through electronic means when City-owned equipment is used. Regardless of the intent of the message (business or personal), any employee involved has no right to privacy, or to the expectation of privacy, concerning the content of any message or the intended destination of any message.

Decisions regarding the use of City cellular telephones and wireless personal communications devices, which are not explicitly stated herein, will be left to the discretion of the City Administrator. Department heads are authorized to administer, provide guidance on, and assure compliance with the features of this policy.

It is the policy of the City to provide reimbursement for cellular telephones and wireless personal communications devices to designated employees who can be recalled in order to improve productivity, enhance customer service to our citizens, and/or to enhance public safety services. At the City Administrator's discretion eligible personnel may obtain a personal cellular telephone, and/or wireless personal communications device. The City will reimburse the employee at a monthly rate of \$15.00. Department heads will be reimbursed at a rate of \$30 per month.

1. Applicability-

This policy and procedure applies to all City employees, departments, and organizations. Departments which use a pool system for cellular telephones, or which have cellular telephones assigned to vehicles or positions instead of to individuals, may develop departmental policies and procedures and/or regulations which provide greater direction to their employees, as long as that direction is consistent with this policy.

This policy includes City-owned cellular telephones and other wireless personal communications devices, which are not directly connected to a telephone line. It does not apply to direct-wired landline telephones.

2. Authorized Usage-

City-owned cellular telephones and other wireless personal communications devices are intended only for City business. No personal use of City-owned cell phones is allowed. In the event of an emergency personal call, the employee shall reimburse the City of the proportional share of the current monthly fee and service charges, as well as the direct cost of the minutes used (i.e. roaming, long distance, rate plan minutes, etc.).

Employees should not use cellular telephones to discuss confidential or sensitive information, as cellular telephone conversations are not secured.

3. Eligibility Criteria-

Employees eligible for assignment of City-owned cellular telephones, , and other wireless personal communication devices are those designated by the City Administrator, including but not limited to:

- a) Employees who are frequently in a vehicle, if the individual must conduct City business by telephone while in the field, and it can be shown that cost savings and customer service efficiency will be realized through use of such devices;
- b) Employees who have a critical need to maintain accessibility with other department heads, City management staff and public officials in order to ensure uninterrupted customer services and/or the integrity of the organizations;
- c) Public safety positions as necessary to provide immediate and direct telephone communications with citizens, outside agencies cooperating in operations or other resource entities outside of City government, and to provide for communications which may be inappropriate for mobile radios;
- d) Designated employees involved in the City's emergency response plan; and
- e) Department heads and employees who have a responsibility for responding to public safety incidents in the field.

4. Responsibilities of Department Heads-

The department heads are responsible for:

- a) Recommending requests for cellular telephones, and other wireless personal communications devices from their respective subordinates;
- b) Ensuring that requests are in conformance with the procedures outlined herein, or that exceptions are justified;
- c) Ensuring that all persons assigned a City-owned cellular telephone, and/or other wireless personal communications device are provided access to a copy of this policy, and that the individual is in compliance with it;
- d) Conducting annual reviews of assigned devices to determine if such assignments continue to be justified; and
- e) Informing appropriate employees responsible for City communications of all reassignments of cellular telephones, electronic paging devices and other wireless personal communications devices.

5. Responsibilities of Employees-

Employees who are assigned the use of City-owned cellular telephones, and other wireless personal communications devices are responsible for the following:

- a) Ensuring the physical security of such devices;
- b) Ensuring that all communications on such devices are kept to the briefest duration possible;
- c) Keeping personal communications to a minimum;
- d) Ensuring that any personal use does not detract from the employee's availability for completion of assigned duties; and
- e) Reimbursing the City for any personal calls sent or received at the rate established by the City Administrator.

6. Use of Electronic Communications Devices and Safe Driving-

All City employees are expected to drive with safety as the first consideration. This includes driving safely while operating cellular telephones and other wireless personal communications devices. Recommendations for safe handling of vehicle-based calling from the wireless communications industry include the following:

- a) When driving, use voice-activated dialing or have frequently called numbers pre-programmed into the device, or consider pulling off the road to dial (or ask passenger to dial);
- b) Do not use the wireless communications devices at all if there are hazardous road or traffic conditions; and
- c) Avoid multiple tasks when driving, such as trying to take notes while using a wireless communications device.

Employees are responsible for, and will be held accountable for, safe driving at all times.

7. General Statements on Use of Wireless Communications Devices-

- a) Use of a log-on or password does not imply any right to employee privacy of communication.
- b) Use of a deletion keystroke or process does not mean a message/document has been eliminated from a wireless communications device, e.g. pager.
- c) On City-owned wireless communications devices, the City or department reserves the right to monitor and record communications traffic at any time, without notice to any employee.
- d) Any abuse or inordinate use of those devices will be considered misconduct and indifference to work, resulting in possible disciplinary action, up to and including

termination. Any employee responsible for inordinate use of wireless communications devices may also be held responsible for the resulting costs to the City.

8. Monitoring of Wireless Communications by City Supervisors-

Supervisory reviews of wireless communications may be conducted for business reasons. Supervisors may review the communications of their employees to determine if there have been:

- a) Breaches of security;
- b) Violations of City policy; and/or
- c) Misuse by an employee.

9. Disclosure of Information-

The City will disclose the contents of retrievable wireless communications messages, upon receipt of a valid court order or legal request, including Public Information (open records) requests. The City may disclose the contents of retrievable wireless communication messages if the information will assist in official internal or criminal investigations.

M. SEPARATION OF SERVICES

1. Resignation-

An employee who terminates his or her employment voluntarily shall be terminated in good standing, providing the employee gives a minimum of two weeks written notice to his or her immediate supervisor or department head. Under appropriate circumstances, a shorter period of notice may be approved by the employee's department head and the City Administrator.

2. Payment upon Termination-

An employee whose employment with the City has been terminated shall receive his or her final paycheck on the first regularly scheduled payday following his or her termination.

- a) Employees who terminate shall be eligible to receive pay for any accrued unused vacation.
- b) Employees who have worked for the city in a full time capacity for 5 years or more and who terminate with proper notice, may convert unused sick leave up to a maximum of 480 hours to vacation time at the rate of eight (8) hours sick leave to one (1) hour of vacation. 'Termination with proper notice' is defined as giving prior notice: four (4) weeks for exempt employees and two (2) weeks for non-exempt employees. No conversion is allowed when there is an involuntary separation due to poor performance or misconduct, or other violations of City policies and/or procedures.
 - o Example: Maximum sick accrual of 480 hours converts to a maximum of 60 hours vacation.

N. EDUCATION REIMBURSEMENT

This policy is applicable to any regular, full-time City employee who has completed his/her required initial probationary period.

1. Policy-

The City will only consider applications for assistance with tuition and book expenses for degree programs (Associate, Bachelor, Master or Doctorate) according to the following criteria:

- a) Before beginning a course of study, an employee must receive approval from employee's department head and the City Administration prior to any request for tuition reimbursement;
- b) An employee may be reimbursed only for courses of study which the City determines are directly related to the employee's present job or which will enhance the employee's potential for advancement to other jobs within the City;
- c) An employee will receive only the amount of the tuition for the classes taken and books;
- d) Eligible schools must be accredited by one of the six regional organizations recognized by the U.S. Department of Education;
- e) On-line courses are permitted if offered through an eligible school and reviewed and approved through the regular tuition reimbursement process;
- f) Tuition reimbursement must be approved by the employee's department head and the City Administration, at least ten (10) business days prior to the first day of class;
- g) All documentation regarding tuition reimbursement must be submitted for reimbursement within thirty (30) calendar days of the completion of the final class or payment will not be rendered;
- h) Reimbursement will only be considered for courses that are successfully completed with a grade of "C" or better for undergraduate courses or with a grade of "B" or better for graduate-level courses. If an incomplete grade ("I") is received at the end of the term, the class must be successfully completed and documentation submitted for reimbursement within thirty (30) calendar days after completion. The date that the incomplete grade is officially replaced with another grade is the date that will govern with respect to tuition repayment; and
- i) The Education Reimbursement Policy will not duplicate other financial aid programs such as Pell Grants, Veteran's Administration Benefits, scholarships, etc. Any financial aid received will be deducted from the tuition and book fees reimbursed by the City.

2. Time Off For Class Attendance and Study Assignments-

Employees are expected to schedule class attendance and the completion of study assignments outside of their regular working hours. Employees will not be given paid time off, other than vacation and/or bonus days, to attend educational classes or to complete study assignments. In

cases where productivity and proper supervision of employees are not adversely affected, management may approve changes in the work schedule to accommodate the pursuit of educational opportunities, however it is expected that educational activities will not interfere with employees' work. Any unsatisfactory job performance during class enrollment may result in forfeiture of educational assistance and/or disciplinary action up to and including termination of employment.

O. CITY SPONSORED MEMBERSHIP DUES POLICY

The City believes it is important for the members of the Governing Body and City employees to participate in professional organizations. While at the same time it is recognized that difficult economic times have caused strains on the City's budget. Therefore, in the future, the following represent the only types of membership dues that will be approved:

- a) Professional association membership dues.
A professional association is usually a nonprofit organization seeking to further the interests of individuals engaged in that profession. The professional association will directly relate to the member(s) job.
- b) Civic association membership dues.
A civic association is usually a nonprofit organization seeking to further the interests of individuals engaged in a community and the public interest. The City will cover the first \$100 of a civic association membership fee and match 50/50 the next \$100. Any amount over \$200 will be the responsibility of the individual.
- c) Multi-individual memberships and dues for organizations, such as the Northeast Johnson County Chamber, Mid-America Regional Council, League of Kansas Municipalities or National League of Cities under which one membership dues covers all members of the Governing Body and City employees. Multi-individual memberships/dues are subject to Governing Body annual review for value to the City.

City of Roeland Park
Employee Handbook
Receipt

I acknowledge receipt of a copy of the City of Roeland Park Employee Handbook adopted _____. I also acknowledge that its provisions are guidelines, subject to revision by the Governing Body at any time, and are not a contract of any kind between me and the City of Roeland Park.

Dated: _____

Employee's Signature: _____

Employee's Printed Name: _____

Item Number: New Business- VII.-M.

Committee Meeting Date: 5/18/2015



City of Roeland Park Action Item Summary

Date: 3/16/2015
Submitted By: Ted Clemons
Committee/Department: Admin.
Title: **Naming Policy for City Property**
Item Type:

Recommendation:

To approve a Naming City Property Policy.

Details:

In 2012, after a public submission process and recommendation from the Parks Committee the City Council named R Park. In 2015, following a recommendation from the City's Arts Committee, the City Council named the large conference room for the current Arts Commission in honor of his decades of service. Some council members have asked that a process be outlined for how naming City assets conducted. The draft policy is attached.

Financial Impact

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

Additional Information

ATTACHMENTS:

Description	Type
 Public Property Naming Property	Cover Memo



I. SCOPE

This naming policy shall apply to the naming of all public property including yet not limited to; parks, buildings, rooms, equipment, or any part of the same. The governing body retains the sole authority to name public property. The policy shall consist of a series of guidelines for the governing body to utilize, at their discretion, in the naming of public property.

II. PURPOSE

To establish guidelines for the naming of public property in the City of Roeland Park. This policy is intended to provide conventions for the most prudent and effective naming procedures. Previously no uniform process seems to exist for naming public property. For example, the City's held an extensive public naming competition for that the naming of R Park while at the same time a citizens advisory committee recommended naming the art gallery in city hall. In both cases the governing body approved the recommendation from either the public process or citizen advisory opinion.

III. RESPONSIBILITY

Governing Body or their designate.

IV. POLICY

A. Unless otherwise provided for by law, the governing body shall retain exclusive jurisdiction over the naming of public property by a sole majority vote. No clause or part thereof herein shall be construed to limit the authority of the governing body in any way.

B. No property shall be named after any person currently holding public office or currently serving as a paid employee of The City.

C. The naming of a property after a person shall be done only because of that person's work/volunteer for the city or financial donation to the project.

D. No property shall be named or renamed unless significant research into the reason for the naming or renaming occurs and is presented at a committee of the whole meeting and the public is allowed to comment prior to the Governing Body naming the property.

E. The abovementioned significant research shall consist of a publically available write-up on both the significance/source of the new name and reason for the name change, if applicable.

F. Any name should attempt to be timeless and not lead to renaming procedures based on frequent changing usage of the structure/land or for any other reason. Any name should also be timeless so as to not diminish with the passing of time.

G. If the structure falls under the purview of any citizen committee or commission created by the governing body, and then the governing body shall ask the commission or committee for name recommendations from which the governing body may then select a name or use a different name.

H. If an individual person or group of people gifted or donated the property for the City's use, then such person or group shall be asked to submit a potential name to the Governing Body for the property. This clause also applies if a person or group supplied equal to or in excess of 50% of the funds for the project.

I. Upon the majority vote of The Governing Body, any new name shall be recorded by the City Clerk and be hereby declared as the official and only name for such property.

J. Unless other rules are made, the transfer of any named property of the City of Roeland Park to any other party regardless if they are a public or private party shall immediately cause the property to become nameless until such time as the new owner sees fit to create a name for such property.

K. Ancillary items, including but not limited to, adopting a tree on City property through the memorial tree program or purchasing a bench or other amenity in a park shall be allowed to have a name associated on/near that item in honor/memory of the donor or another individual/organization without the approval of the governing body.

V. PROCEDURES

The above are guidelines for the governing body. There is no uniform procedure that, by rule or law, must be followed.

Item Number: New Business- VII.-N.

Committee 5/18/2015
Meeting Date:



City of Roeland Park Action Item Summary

Date:

Submitted By:

Committee/Department:

Title: **Election of the Council President**

Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

Item Number: Ordinances and Resolutions:- VIII.-
 A.

Committee 5/18/2015
Meeting Date:



City of Roeland Park Action Item Summary

Date: 4/11/2015
Submitted By: Aaron Otto
Committee/Department: Admin.
Title: **Ordinance 909 - AN ORDINANCE ALLOWING CONSUMPTION
OF ALCOHOL ON CERTAIN PUBLIC PROPERTY FOR A
LIMITED TIME AND PURPOSE, PURSUANT TO K.S.A. 2013
SUPP. 41-719(d). (for Community Block Party and
Barktoberfest)**
Item Type: Ordinance

Recommendation:

To approve **ORDINANCE 909 ALLOWING CONSUMPTION OF ALCOHOL ON CERTAIN
PUBLIC PROPERTY FOR A LIMITED TIME AND PURPOSE, PURSUANT TO K.S.A. 2013
SUPP. 41-719(d).**
**Allowing Consumption of Alcohol for the Community Block Party June 13, 2015 and
Barktoberfest October 3, 2015**

Details:

City Code requires an ordinance be passed if there is an event involving alcohol on public property. The Community Events Committee has asked for permission to have these two events that may include the consumption of alcohol.

Financial Impact

Amount of Request:	
Budgeted Item?	Budgeted Amount:

Line Item Code/Description:

Additional Information

ATTACHMENTS:

Description		Type
	R Park Ordinance 909	Cover Memo

ORDINANCE NO 909

AN ORDINANCE ALLOWING CONSUMPTION OF ALCOHOL ON CERTAIN PUBLIC PROPERTY FOR A LIMITED TIME AND PURPOSE, PURSUANT TO K.S.A. 2013 SUPP. 41-719(d).

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

SECTION 1. Purpose. The purpose of this ordinance is to allow for consumption of alcoholic liquor at the City of Roeland Park's "R Park" (located at 5535 Juniper) for a Community Block Party on June 13, 2015 and Barktoberfest October 3, 2015.

SECTION 2. Exemption of City Property. Pursuant to K.S.A. 2013 Supp. 41-719(d), the City hereby exempts for a limited time and purpose the following property ("Exempted Property"), title of which is vested in the City, from K.S.A. 2013 Supp. 41-719(c), which prohibits the drinking or consumption of alcoholic liquor by any person on public property:

A tract of land in the Northwest Quarter of Section 9, Township 12, Range 25, in the City of Roeland Park, Johnson County, Kansas, described as follows:

Beginning at a point which is 906.14 feet West and 215 feet South of the Northeast corner of said Northwest Quarter, thence West 510; thence South 512.7 feet to the North line of 56th Street; thence Northeasterly along the North line of 56th Street to a point which is 465.54 feet South of the point of beginning; thence North 465.54 feet to the point of beginning, except that part in any road.

The exemption of the foregoing property from the provisions of K.S.A. 2013 Supp. 41-719(c) shall be limited to June 13, 2015 and October 3, 2015, and thereafter, the exemption and all other sections of this ordinance shall be of no force or effect.

SECTION 3. Limited Suspension of Certain City Ordinances Pertaining to Alcoholic Liquor. Notwithstanding any provisions in the Code of the City of Roeland Park, Kansas to the contrary, including but not limited to Sections 3-102 and 12-108 of the Code, the City may allow the possession, drinking and consumption of alcoholic liquor by persons twenty-one (21) years of age or older on June 13, 2015 and October 3, 2015., on the Exempted Property in conjunction with the Community Block Party and Barktoberfest for residents; provided that nothing contained in this ordinance shall constitute a suspension of any ordinances prohibiting drunkenness, disturbing the peace, or disorderly conduct on the Exempted Property.

SECTION 4. Take Effect. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

PASSED by the City Council the 18th day of May 2015. APPROVED by the Mayor.

Joel Marquardt, Mayor

ATTEST:

Kelley Bohon, City Clerk

APPROVED AS TO FORM:

Neil R. Shortlidge, City Attorney

Item Number: Ordinances and Resolutions:- VIII.-
 B.

Committee 5/18/2015
Meeting Date:



City of Roeland Park Action Item Summary

Date: 3/20/2015
Submitted By: Aaron Otto
Committee/Department: Finance
Title: **Resolution 641 Fee Resolution**
Item Type: Resolution

Recommendation:

To APPROVE Resolution 641 – A RESOLUTION ADOPTING A SCHEDULE OF FEES AND CHARGES TO TAKE EFFECT July 1, 2015

Modification to the Fee Resolution for water heaters, air condition and heater inspections

Details:

At the September 17, 2012 City Council meeting, Resolution 626 was adopted and contained information about fees charged by the City that previously were outlined in City ordinances.

In 2012 - 2014 the City completed its codification review process and there were a few lesser used fees that were not previously removed from City Code and included in the 2014 fee resolution.

On March 16, the Council approved Resolution 640 fee schedule which included removing some services that are no longer provided and increasing the fees for plan review which had previously not been reviewed for at least 10 years. Additionally, a few new fees were added including for a second rental property re-inspection and water line check by the building inspector. The rest of the fees for the Police Department and City Hall largely remain unchanged.

Resolution 641 would add an inspection rate for water heaters, air conditioner, and heater inspections at a reduced rate for multi unit dwellings. There is time saved when multiple inspections can be conducted at one time. The current residential rate for water heaters is \$20

and would be reduced to \$15multi unit dwellings. For air condition inspections the current rate is \$65 and would be reduced to \$45 and the same would be the case for heater inspections.

Financial Impact

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

Additional Information

ATTACHMENTS:

Description	Type
 fee resolution	Cover Memo

RESOLUTION #

**A RESOLUTION ADOPTING A SCHEDULE OF FEES AND CHARGES
TO TAKE EFFECT July 1, 2015**

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

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

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

NOW THEREFORE be it resolved by the governing body of the City of Roeland Park, Kansas, that the following Schedule of Fees and Charges shall take effect on **July 1, 2015**.

City of Roeland Park, Kansas Schedule of Fees and Charges

BOUND REPORTS AND OTHER PUBLICATIONS

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

BUSINESS LICENSE (Chapter 5)

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

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

FRANCHISE APPLICATION FEES

Telecommunication franchise application (one-time fee)	\$2,000.00
Telecommunication franchise renewal (one-time fee)	\$1,000.00
Cable franchise application	\$2,000.00
Cable franchise renewal	\$1,000.00
Utility franchise application	\$2,000.00
Utility franchise renewal	\$1,000.00

LICENSE FEES

<i>Alcohol and Liquor</i>		
CMB Licenses	Consumption on premises (Includes State Stamp) Fee Set By State	\$200.00
CMB Licenses	Non Consumption on premises (Includes State Stamp) Fee Set By State	\$75.00
Liquor Store (Occupational Tax)	Fee Set By State Annual license fee	\$300.00
Liquor Store (Occupational Tax)	Fee Set By State Biennial license fee	\$600.00
Temporary Liquor or CMB	Fee Set By State Annual license fee	\$25.00
Change of location (CMB)	Fee Set By State Annual license fee	\$50.00
Fireworks - Application for Public Exhibition (7-408 refunded if denied)		\$100.00
Garage Sale Permit		\$5.00
<i>Pet Licenses (Chapter 2)</i>		
Chickens/Hens:		

New Applications	\$80.00
Renewal	\$20.00
Dogs/Cats:	
Spayed/Neutered - Annual Tag	\$10.00
Not Spayed/Neutered - Annual Tag	\$25.00
Late charge on Dog/Cat Tags	
30 days but less than 60 days, following the expiration of the registration period	\$5.00
60 days but less than 90 days following the expiration of the registration period	\$10.00
90 days or more following the expiration of the registration period	\$20.00
Replacement Tag	\$1.00
Special Pet Permit - Dogs/Cats (More than 2 of each) - Annual	\$100.00

OTHER FEES

Administration	
Copies (items readily available)	\$0.25/Per page
Copies (all other items)	\$0.25/page + staff cost
Copies to CD	\$5.00/CD
Research Fee	\$35.00 per hour
Second Reinspection of Rental Property	\$40.00 per inspection
Court/Police	
Copies:	
Accident Reports & Pictures	\$10.00
DUI Report & Video	\$30.00
Fax	\$5.00
Offense Reports & Pictures	\$10.00
	\$10.00
Video only (per disc)	\$25.00
Fingerprinting - Residents	\$5.00
Fingerprinting - Non-Residents	\$25.00
Clerk Research Fee	\$ \$35.00 per hour
Returned Check Fee	\$40.00

PERMITS

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

Building Permits - Remodeling/Tenant Finish		
	Value of Work	
	\$.00 - 1,000	\$20.00
	\$ 1,000.01 - 1,200	\$45.00
	\$ 1,200.01 - 1,300	\$48.00
	\$ 1,300.01 - 1,400	\$51.00
	\$ 1,400.01 - 1,500	\$54.00
	\$ 1,500.01 - 1,600	\$57.00
	\$ 1,600.01 - 1,700	\$60.00
	\$ 1,700.01 - 1,800	\$63.00
	\$ 1,800.01 - 1,900	\$66.00

\$ 1,900.01 - 2,000	\$69.00
\$ 2,000.01 - 10,000	\$ 69.00 for the first \$2,000 plus \$20.00 for each additional \$1,000 or fraction thereof (with the cost rounded up to an even dollar amount)
\$ 10,000.01 - 15,000	\$245.00
\$ 15,000.01 - 20,000	\$290.00
\$ 20,000.01 - 25,000	\$325.00
\$ 25,000.01 - 50,000	\$ 325.00 for the first \$25,000 plus \$5.00 for each additional \$1,000 or fraction thereof (with the cost rounded up to an even dollar amount)
\$ 50,000.01 - 100,000	\$ 450.00 for the first \$50,000 plus \$4.50 for each additional \$1,000 or fraction thereof (with the cost rounded up to an even dollar amount)
\$100,000.01 and higher	\$ 675.00 for the first \$100,000 plus \$3.00 for each additional \$1,000 or fraction thereof (with the cost rounded up to an even dollar amount)
Building Permits - Single/Duplex Family Dwellings - Flat Fee Permits	
Building Permit New Construction Residential \$.20/Square Foot	
Building Permit New Construction Commercial \$.35/Square Foot	
Driveway	\$100.00
Electrical (upgrades)	\$50.00
Fence	\$40.00
Foundation Repair	\$125.00
Full HVAC Replacement (includes AC and Furnace)	\$125.00
Furnace and AC (separate)	\$65.00
Furnace and AC (separate) in a multi unit dwelling	\$45.00
Water Heater	\$20.00
Water Heater in a multi unit dwelling	\$15.00
Roof Replacement	\$130.00
Waterline	\$75.00
Demolition Permit	
Value of Work	
\$.00 – 200	\$20.00
\$ 200.01 -1,500	\$40.00
\$ 1,500.01 - 7,000	\$100.00
Demolition Permit	
\$ 7,000.01 - 50,000	\$ 100.00 for the first \$7,000 plus \$2.50 for each additional \$1,000 or fraction thereof
Over 50,000	\$ 7,000 plus \$2.50 for each additional \$1,000 \$350 for the first \$50,000 plus \$2.50 for each additional \$1,000 or fraction thereof.
Plan Review	
Residential 10% of total building permit fee; \$25.00 Minimum	

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

SPECIAL EVENTS PERMITS

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

STREETS & SIDEWALKS

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

WEED/NUISANCES

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

ZONING

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

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

A District

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

B Rezoning to Office Building District or Retail Business District

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

C Rezoing to District CP-O (included preliminary development plan review)

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

D Rezoing to District CP-1 or CP-2 (included preliminary development plan review)

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

E Rezoing to District P-1 (included preliminary development plan review)

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

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

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

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

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

H Special Use Permits

0 to 5 acres	\$250.00
5+ to 10 acres	\$350.00
10+ acres	\$500.00

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

The Resolution is hereby introduced and adopted by the City Council at the regular meeting held on _____, **2015**. This Resolution shall become effective upon being adopted by the City Council with the fees to take effect **July 1, 2015**.

Joel Marquardt, Mayor

ATTEST:

Kelley Bohon, City Clerk

SEAL:

Item Number: Ordinances and Resolutions:- VIII.-
C.

Committee 5/18/2015
Meeting Date:



City of Roeland Park Action Item Summary

Date: 2/2/2015

Submitted By: Aaron Otto

Committee/Department: Admin.

Title: **Ordinance 910 - AN ORDINANCE RELATING TO BUILDING
CODES; ESTABLISHING THE CODE BOARD OF APPEALS;
AMENDING AND REPEALING EXISTING SECTIONS 4-110, 4-
208, 4-308, 4-407, 4-510, 4-607, 4-708, 4-906 AND 4-1006 OF THE
CODE OF THE CITY OF ROELAND PARK, KANSAS; ADDING
NEW SECTIONS 4-809, 4-1105 AND 4-1202 TO THE CODE OF
THE CITY OF ROELAND PARK, KANSAS**

Item Type: Ordinance

Recommendation:

**To approve ORDINANCE 910 RELATING TO BUILDING CODES; ESTABLISHING THE
CODE BOARD OF APPEALS; AMENDING AND REPEALING EXISTING SECTIONS 4-110, 4-
208, 4-308, 4-407, 4-510, 4-607, 4-708, 4-906 AND 4-1006 OF THE CODE OF THE CITY OF
ROELAND PARK, KANSAS; ADDING NEW SECTIONS 4-809, 4-1105 AND 4-1202 TO THE
CODE OF THE CITY OF ROELAND PARK, KANSAS**

**To gain a recommendation of the Governing Body to spell out in City Code which
individual can serve as the Code Board of Appeals and the Property Maintenance Appeals
Board.**

Details:

City Code either specifically states or adopts by reference a Property Maintenance Appeals Board to hear specific appeals on a case-by-case basis and a Code Board of Appeals to address requests to modify a code for a specific project.

There is no board structure or appointees in the existing City code for the Property Maintenance Appeals Board and in the last four years one appeals case went directly to the governing body due to a lack of an appeals board.

City Code does outline a Code Board of Appeals however no appointments have been made nor as the board meet in over 10 years. The proposed changes outlined in the following pages would utilize the same membership of the current Board of Zoning Appeals to also serve as the Code Board of Appeals as well as the Property Maintenance Appeals Board. It is important to note that while the membership would be the same between these three boards, they would still be three separate boards with jurisdiction over different sections of the City Code.

Financial Impact

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

Additional Information

ATTACHMENTS:

Description	Type
 Ordinance 910	Cover Memo

ORDINANCE NO. 910

AN ORDINANCE RELATING TO BUILDING CODES; ESTABLISHING THE CODE BOARD OF APPEALS; AMENDING AND REPEALING EXISTING SECTIONS 4-110, 4-208, 4-308, 4-407, 4-510, 4-607, 4-708, 4-906 AND 4-1006 OF THE CODE OF THE CITY OF ROELAND PARK, KANSAS; ADDING NEW SECTIONS 4-809, 4-1105 AND 4-1202 TO THE CODE OF THE CITY OF ROELAND PARK, KANSAS

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

SECTION 1. Existing Section 4-110 of the Code of the City of Roeland Park, Kansas is hereby amended to read as follows:

4-110. CODE BOARD OF APPEALS

- (a) Organization and Members: In order to determine the suitability of alternate materials and types of construction and to provide for reasonable interpretations of the provisions of the codes incorporated in this Chapter, there shall be and is hereby created a Code Board of Appeals, which shall consist of the members of the Board of Zoning Appeals appointed by the Mayor with the consent of the City Council in accordance with Chapter 16, Article 15, of the City Code. The Board shall adopt reasonable rules and regulations for conducting its investigations and shall render all decisions and findings in writing to the Building Official with a duplicate copy to the appellant and may recommend to the City Council such new legislation as is consistent therewith.
- (b) Rules, Meetings and Records: The Board shall adopt rules to govern its proceedings in accordance with the provisions of this code.
- (c) Appeals: Any person whose application for a building permit for the use of an alternate material or type of construction has been refused by the Building Official, or who may consider that the provisions of the codes incorporated in this Chapter do not cover the point raised, or that any particular provisions would cause a manifest injury to be done, may appeal to the Code Board of Appeals by serving written notice on the Building Official in which it shall be stated that the applicant desiring to use the alternate materials or types of construction shall guarantee payment of all expenses for necessary tests made or ordered by the Code Board of Appeals. Such notice shall be at once transmitted to the Board, which Board shall arrange a hearing on the particular point raised. The Board shall meet upon notice of the Chairperson within fourteen (14) days of the

filing of an appeal. It shall be the responsibility of the applicant to notify other interested parties they would like present at the meeting.

- (d) Authority of the Board: The Code Board of Appeals shall interpret the provisions of the codes to cover a special case if it appears that the provisions of the applicable code or codes do not definitely cover the point raised or that a manifest injustice might be done. The decision of the Board shall be by majority vote provided that a quorum is present and if not permitted by the applicable code(s) shall become effective only when authorized by an amendment to the applicable code(s).

SECTION 2. Existing Section 4-208 of the Code of the City of Roeland Park, Kansas is hereby amended to read as follows:

- 4-208. IBC SECTION 113 AMENDED: Section 113 of the International Building Code, 2012 Edition, is hereby amended to read as set out in Section 4-110 of the City Code.

SECTION 3. Existing Section 4-308 of the Code of the City of Roeland Park, Kansas is hereby amended to read as follows:

- 4-308. IEBC SECTION 112 AMENDED. Section 112 of the International Existing Building Code, 2012 Edition, is hereby amended to read as set out in Section 4-110 of the City Code.

SECTION 4. Existing Section 4-407 of the Code of the City of Roeland Park, Kansas is hereby amended to read as follows:

- 4-407. IMC SECTION 109 AMENDED. Section 109 of the International Mechanical Code, 2012 Edition, is hereby amended to read as set out in Section 4-110 of the City Code.

SECTION 5. Existing Section 4-510 of the Code of the City of Roeland Park, Kansas is hereby amended to read as follows:

- 4-510. IPC SECTION 109 AMENDED. Section 109 of the International Plumbing Code, 2012 Edition, is hereby amended to read as set out in Section 4-110 of the City Code.

SECTION 6. Existing Section 4-607 of the Code of the City of Roeland Park, Kansas is hereby amended to read as follows:

4-607. IECC SECTION C109 AMENDED. Section C109 of the International Energy Conservation Code, 2012 Edition, is hereby amended to read as set out in Section 4-110 of the City Code.

SECTION 7. Existing Section 4-708 of the Code of the City of Roeland Park, Kansas is hereby amended to read as follows:

4-708. IRC SECTION R12 AMENDED. Section R112 of the International Residential Code, 2012 Edition, Board of Appeals, is hereby amended to read as set out in Section 4-110 of the City Code.

SECTION 8. Existing Section 4-906 of the Code of the City of Roeland Park, Kansas is hereby amended to read as follows:

4-906. IFC SECTION 108 AMENDED. Section 108 of the International Fire Code, 2012 Edition, Board of Appeals, is hereby amended to read as set out in Section 4-110 of the City Code.

SECTION 9. Existing Section 4-1006 of the Code of the City of Roeland Park, Kansas is hereby amended to read as follows:

4-1006. IFGC SECTION 109 AMENDED. Section 109 of the International Fuel Gas Code, 2012 Edition, Means of Appeal is hereby amended to read as set out in Section 4-110 of the City Code.

SECTION 10. Section 4-809 is hereby added to the Code of the City of Roeland Park, Kansas and shall read as follows:

4-809. APPEALS. Appeals from the application of provisions of the IPMC may be taken to the Code Board of Appeals in accordance with the provisions of Section 4-110 of the City Code.

SECTION 11. Section 4-1105 is hereby added to the Code of the City of Roeland Park, Kansas and shall read as follows:

4-1105. APPEALS. Appeals from the application of provisions of the NEC may be taken to the Code Board of Appeals in accordance with the provisions of Section 4-110 of the City Code.

SECTION 12. Section 4-1202 is hereby added to the Code of the City of Roeland Park, Kansas and shall read as follows:

4-1202. APPEALS. Appeals from the application of provisions of the NFPA Life Safety Code may be taken to the Code Board of Appeals in accordance with the provisions of Section 4-110 of the City Code.

SECTION 13. Existing Sections 4-110, 4-208, 4-308, 4-407, 4-510, 4-607, 4-708, 4-906 and 4-1006 of the Code of the City of Roeland Park, Kansas are hereby repealed.

SECTION 14. This ordinance shall take effect upon its publication in the official City newspaper.

PASSED by the City Council this 18th day of May, 2015. **APPROVED** by the Mayor.

Joel Marquardt, Mayor

ATTEST:

Kelley Bohon, City Clerk

APPROVED AS TO FORM:

Neil R. Shortlidge, City Attorney

Item Number: Reports of City Officials - City Admin- A.-1.

Committee Meeting Date: 5/18/2015



City of Roeland Park Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **Green Purchases**
Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

ATTACHMENTS:

Description	Type
 report Green Products 2015	Cover Memo

***Report to the Sustainability Committee and Governing Body Green Products
regularly purchased by the City per Roeland Park's Green Purchase Policy***

Scott Multifold Paper Towels 60% recycled fiber 40% post consumer waste; Recyclable container.

Staples® Stickies™ Self-Stick Removable Notes 30% Recycled material

Staples® Red-Rope Top-Tab File Pockets 10% Post-consumer content, 10% Total recycled content

Staples® Card Stock Paper EPA CPG certified, 30% Post-consumer content, 30% Total recycled content

Staples® Gummed Clasp Envelopes 20% Post-consumer content, 20% Total recycled content

Sustainable Earth™ by Staples® Napkins EPA CPG certified, 60% Post-consumer content, 100% Total recycled content

Staples® Wirebound Spiral Memo Books Contains a minimum of 30% recycled post-consumer content

Sustainable Earth™ by Staples® Plastic Cold Cups BPI Compostable Certified; 100% Bio-based plastic content

Staples® End-Tab Fastener Folders 10% Post-consumer content, 10% Total recycled content

Sustainable Earth by Staples® Reman Laser Toner Cartridge 92% Post-consumer content, Remanufactured, 92% Total recycled content; Packaging contains 100% recycled content

Staples® 100% Recycled Top-Tab File Folders Contains 100% total recycled content, with 40% post-consumer recycled content and 60% Pre-Consumer (PIRC) Paper Recycle Content

Staples® Wirebound Spiral Memo Books, Side-Opening 30% Post-consumer content, 30% Total recycled content

Staples® Business Card Holder 20% Post-consumer content, 20% Total recycled content

Sanford Sharpie Permanent Markers AP certified nontoxic, 100% Total recycled content

Westcott KleenEarth Straight Scissors 30% Post-consumer content, 70% Total recycled content

MMF Industries Steelmaster Deluxe Bookends 18% Post-consumer content, 50% Total recycled content

Marcial Bath Tissue 100% Total recycled content

Item Number: Reports of City Officials - City
Admin- A.-2.

Committee Meeting Date: 5/18/2015



City of Roeland Park Action Item Summary

Date:

Submitted By:

Committee/Department:

Title: Roeland Park Community Center Update

Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

ATTACHMENTS:

Description	Type
 report community center wish list	Cover Memo
 community center room 6	Cover Memo
 community center room 6 part 2	Cover Memo

Next Steps for Improvements to the Roeland Park Community Center

5/15/2015

improvements/repairs Phase 1

Cost

In Progress

Complete

Replace T-12 Hallway Light Fixtures with LED Bulbs *assumes future movement of duck work/soffit box on hold till possible drop ceiling question has been answered	\$1,700	
Roof Fan Reserve	\$1,426	x
Feasibility study through City Engineer to determine possible options for a trail connection between the community center and Nall Park and pricing options	\$6,400	x
Flag Pole Replacement Pole donated by KCP&L and installation donated by Black and McDonald	\$0	X
Paint building trim and north exterior wall	\$5,235	x
City Engineer task order for: 1.) Roof run off drainage system replace or replacement 2.) Improved drainage for the parking lot on the north, east and south side and 3.) modifying parking stalls to horizontal to support one way traffic flow	\$16,420	x
replace tile floor in the ADA bathroom	2,500	x
Hot water circulation pump to supply hot water faster for the east side of the building - repair has been made to the circulation pump	\$0	X
Large display screen, projector and sound system in the MPR	\$7,632	x
Repair or replacement of bench by gazebo	\$0	X
Possible replacement of counter doors between kitchen and MPR with roll up system silver	\$3,515	x
Improve TV signal by moving antenna to an external mounting	\$500	x
Replacing original lights in Room 6 and Room 3 with lights from 3rd floor City Hall. Room already has drop ceiling.	Inhouse	x
Adding a water supply to the community garden and repair pipe (from FY15 CC Budget)	\$800	x
Condenser United 10 ton A/C and heater unit for the MPR space (from FY15 CC Budget)	\$13,350	X
Room 3 - already has a drop ceiling. Replace original T-12 hanging lights with modern fixtures to make a flush ceiling surface	\$750	

Pending Next Items to investigate Phase 2

Recess lights in daycare #2, #1 classrooms, neighbor, and fitness and HVAC duck work	\$50,853
Sunken Floor Transition Piece	
Drop ceiling per classroom (there are at least 5 class room spaces)	\$10,000
Move of the HVAC Duck Work to side of hallway and build a soffit box enclosure	\$53,739
Drop ceiling and New Lights in MPR	\$17,266

Fintess Center Equipment replacement x 3	13,000
Office Drop Ceilings and lights	\$8,731
Replacing and standardizing internal signage- Need to coordinate with JoCo Parks and Rec	
Bike Racks x 3	1815

Possible new future features and improvements Phase 3	
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A monument sign in the vacant lot across from the community center to the south on Rosewood Dr	
Playground accessible to the public on the SW corner of the property	\$35,000+ installation
A shelter on the SW corner of the property	\$140,000
Trail between the community center and Nall Park	?
Computer Lab	?





Item Number: Reports of City Officials - City
Admin- A.-3.

Committee 5/18/2015
Meeting Date:



City of Roeland Park Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **Granada Park**
Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information