

COMMITTEE OF THE WHOLE MEETING AGENDA
ROELAND PARK
Roeland Park City Hall - 4600 W 51st St
Monday, May 4, 2015 6:00 PM

- Joel Marquardt, Mayor
- Erin Thompson, Council Member
- Becky Fast, Council Member
- Michael Poppa, Council Member
- Ryan Kellerman, Council Member

- Tim Janssen, Council Member
- Teresa Kelly, Council Member
- Sheri McNeil, Council Member
- Michael Rhoades, Council Member

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

Admin

Chair, Kellerman
Co-Chair, Janssen

Finance

Chair, Poppa
Co-Chair, Rhoades

Safety

Chair, Kelly
Co-Chair, McNeil

Public Works

Chair, Thompson
Co-Chair, Fast

I. APPROVAL OF MINUTES

A. March 9, 2015

II. REPORTS OF COMMITTEES:

1. Finance - City Audit 101 by the City Auditors (20 min.) at 6p.m.
2. Admin - Planning Commission Recommendations on Little Libraries and Fence Setbacks (est.time 10 min.) at 6:30
3. Admin - City Administrator Report - Allowing alcohol Consumption on Certain Public Property - Corrected Date
4. Admin - City Administrator Report - Banner at R Park
5. Admin- Clarification on which Individual Establishes Committee Agendas (est time 10 min)
6. Admin - Committee of the Whole Discussion – Agenda, Structure and Responsibilities
7. Public Works – Including the name Roeland Park on the Water Tower (est time 10 min)
8. Admin - Councilmember Service on Various Committees (est. time 5 min.)
9. Public Works- Request for Proposals for Light Replacement at Public Works Building (est time 10 min)
10. Public Works - Salt Dome Interlocal Agreement with Fairway Revised (est. time 5 min.)
11. Public Works - Paint Colors at the Community Center (est. time 5 min.)
12. Public Works- Interlocal Agreement with the City of Overland Park to administer 2015 CARS project (est time 10 min)

13. Public Works- Agreement for Street Maintenance part 2 (est time 10 min)
14. Public Safety - First Quarter Safety Statistics (est. time 10 min.)
15. Admin - Appeals Board for Property Maintenance and Code Board of Appeals (est time 5-10 min)
16. Admin - Committee of the Whole Procedural Rules Update (est time 5 min)
17. Admin - Remote Meeting Participation Policy(est time 10 min)

III. NON-ACTION ITEMS:

A. Committee Minutes

1. Community Events
2. Sustainability

IV. ADJOURN

**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 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 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 Committee of the Whole during Public Comments and/or before consideration of any agenda item; 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 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 disturbs, 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 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 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 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 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 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: **APPROVAL OF MINUTES- I.-A.**

Committee **5/4/2015**
Meeting Date:



ATTACHMENTS:

Description

Type

 03092015 Committee of the Whole Minutes

Cover Memo

COMMITTEE OF THE WHOLE MEETING
City of Roeland Park
Roeland Park City Hall, 4600 W 51st Street, Roeland Park, KS 66205
Monday, March 9, 2015, 6:00 P.M.

- Joel Marquardt, Mayor
- Megan England, Council Member
- Becky Fast, Council Member
- Marek Gliniecki, Council Member

- Jennifer Gunby, Council Member
- Ryan Kellerman, Council Member
- Teresa Kelly, Council Member
- Sheri McNeil, Council Member
- Michael Rhoades, Council Member

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

Admin

Chair, Kellerman
Co-Chair, Gunby

Finance

Chair, Gliniecki
Co-Chair, Rhoades

Safety

Chair, Kelly
Co-Chair, McNeil

Public Works

Chair, England
Co-Chair, Fast

Councilmember England was absent.

I. MINUTES

- A. February 16, 2015 Committee of the Whole Minutes

II. REPORTS OF COMMITTEES:

1. **Admin** - Q&A with Sher Blandford , Kessinger/Hunter, regarding the Roeland Park Shopping Center

City Administrator Otto stated that Kessinger/Hunter is the property management group for the Roeland Park Shopping Center. Sher Blandford is their representative for the property.

Sher Blandford has been with Kessinger Hunter since 2008, but the Shopping Center is a new project she acquired at the beginning of the year. She noted that there were not a lot of changes happening as Walmart's lease does not expire until November 30, 2016. They will be contacted six months prior to the expiration when they will be notified of their lease renewal or vacate options. Until that time happens, Ms. Blandford will continue to softly market the space to another big box retailer. Another option would be to sell the site to another developer. Currently her focus is keeping the small shops in place at the center for the rest of the year. As of right now there is only one vacancy in the strip center.

Mayor Marquardt inquired as to the length of time the property would be vacant should Walmart choose not to renew their option. Ms. Blandford stated a lot of what happens depends on the progress of the Gateway project, but she hoped that Walmart would renew their lease for another five years.

CMBR Gunby stated she realized why improvements to the site such as addressing pavement, curb and landscaping issues were not being done, but inquired as to any interim projects to help the appearance of the center. Ms. Blandford stated there were currently no plans to improve the site. She did mention if Walmart chooses to leave, it's possible the building will be torn down and new structures constructed to face the street.

City Administrator Otto added that if Walmart chooses to leave, the monies produced from the CID sales tax will stop and also the taxes collected from the strip center and CVS will also produce less. Mr. Otto stated it would benefit the City if Walmart to remain throughout their lease. Ms. Blandford also added that the center will lose its small shops if Walmart goes dark.

Ms. Blandford stated some types of big box retailers that could take over the site would be stores such as Big Lots, Burlington Coat Factory or an At Home.

The Committee thanked Ms. Blandford for coming and speaking with them and answering their questions.

2. Finance - December Financials

Public Comment

Linda Fell – Ms. Fell expressed her desire that Line Item 27(c) be made whole now that the roof is complete on the Community Center.

City Administrator Otto reported revenues performed well by the end of the fiscal year and that expenses were less than expected. For the fourth year in a row revenues have exceeded expenses, which he said was impressive. Mr. Otto noted that property taxes were down, but this was anticipated. He addressed the 27(c) fund stating that no transfer from this account was made to the General Fund for operations. There was a transfer to building maintenance for the roof work done on the Community Center adding that the roof is complete, paid for and the City Engineer has also been paid for the construction oversight on the project.

The increase in court fines has been in full force for a year and revenues from those are up by 20 percent.

Utility franchise fees are also up overall, which are driven by weather conditions.

Mr. Otto stated that changes should be made in the Fiscal Year 2016 budget regarding the cell tower leases at the Community Center. Currently there are three cell tower leases that generate approximately \$19,000 apiece annually. He stated he just recently learned that Sprint has purchased the wireless wholesaler Clearwire and will be consolidating its towers and upgrading the ones they wish to keep. Mr. Otto has not been contacted or seen any action in modifying the City's tower. He stated that Sprint will not say officially what their plans are until they get ready to turn the tower off. In light of this possibility, Mr. Otto suggested reducing the expected revenue from the cell tower leases by \$20,000 in upcoming 2016 budget discussions.

On the expenditure side of the budget, City expenses are under 4.8 percent compared to what was anticipated. He added that fees for Northeast Johnson County Animal Control are below budget, but they may be raising their rates. He hoped the reserve would absorb that increase going forward.

The operational costs at the Roeland Park Aquatic Center were close to budget. He noted in the past year there have been a lot of one-time maintenance expenditures. Currently the budget is \$20,000 for the center, but Mr. Otto suggested increasing that to \$25,000 for '16 as things continue to need to be fixed or replaced. He added that monies spent at the Aquatic Center are investments for the future.

Mr. Otto stated that a TDD and CID January report will be forthcoming as it is being prepared by Ms. Jones-Lacy and the City Treasurer.

Mr. Otto also noted that Ms. Jones-Lacy has been researching investment options for the CID. She has been working with the City's financial advisor Columbia Capital on strategies for the funds and anticipated in the next couple of months a proposal will be brought forward to the Governing Body.

CMBR Fast stated the City Treasurer is supposed to give a report in October and February. City Administrator Otto added these cash reports are published in the newspaper as part of the legal record. He added that the information is provided to the Governing Body, but if there are any questions he would invite the City Treasurer to speak with them.

CMBR Gliniecki inquired about the 27(c) funds strictly dedicated to the Community Center. City Administrator Otto reiterated the only transfer out was to the equipment building reserve fund, which was for the roof at the Community Center. Since the cost of the roof was less than anticipated, one of the possibilities of the remaining funds is to transfer it back to the fund and start addressing the many needs at the Community Center.

Currently the 27(c) account is budgeted for \$75,000 to operate the building, equipment repair, building repair, grounds maintenance, property tax and ongoing operations year to year.

3. **Finance** - Community Events Funding in 2015

City Administrator Otto stated \$2,000 for Community Events is currently budgeted for 2015. He added that there has been past discussion as to what should or should not be considered as a Community Event. He noted that the amount spent last year was zero as most of the events held were supported by community donations or through a one-time money gift from the Roeland Park Community Foundation.

CMBR McNeil inquired if there is a way to separate the events. City Administrator Otto stated that it is difficult to manipulate the price of an event as it would result in removing certain elements of the event. He did add that if the Committee chose to do so, that after the \$2,000 was spent the funds for any further celebrations would have to come from private donations, the Community Foundation or from businesses.

CMBR Gunby stated she supported all the activities as they're traditions in Roeland Park. She also added that she would like to assign dates or a month in a calendar to give an idea to residents when they would occur.

CMBR Kelly added support for events could come from an investment by other committees.

CMBR Fast stated she would like to look at events that are funded during budget discussions.

CMBR Gunby suggested a clarification in events versus services such as tree recycling and shredding, that these might need to be renamed.

CMBR Gliniecki supported the \$2,000 funding stating it is not too much to ask to give residents who give a lot and that the events are supported passionately by residents of the City.

City Administrator Otto suggested removing Easter Egg/Arbor Day/Earth Day events and the Community Block Party and renaming Tree Lighting Event, Christmas Tree Recycling, National Walk to School and the Shredding Event as City Services or City Services to Residents as they are more City staff driven. Any surplus monies up to \$2,000 could then be used for other events that are citizen driven.

It was recommended 5-3 to move this item to the Consent Agenda at the next Council meeting.

4. **Finance**- Fee Resolution Update

City Administrator Otto stated that City fees were embedded in the City Code and if any fee needed to be changed, then a new ordinance would have to be written. Staff has recommended that fees be removed from the Code and put into a resolution that can be modified by the City without having to utilize the City Attorney for every change.

After a thorough review of the fees and a comparison with neighboring cities, a few changes have been suggested. Suggested fee changes can be found in the packet. Of note is the City's building inspector recommended a \$75 fee for water line inspections be added. Also with residential property inspections, on the first visit if a problem is found, the City will revisit the property a second time. If the item is not corrected and warrants a third visit, the City will charge for that visit as they feel ample opportunity has been given to rectify any issues.

Mayor Marquardt inquired as to whether the building permits fees actually pay for the amount of time spent by the building inspector or if Roeland Park is trying to be comparable with other neighboring cities. Mr. Otto stated there were very few permits written to be an issue.

CMBR Gunby inquired as to whether the addition of water lines should be water and sanitary and if it is the same kind of inspection in the building process. City Administrator Otto will look into this and report back to the Committee.

CMBR McNeil inquired as to the adult business and entertainment licenses. City Administrator Otto stated they were a legacy item out of the City Code book and no one had such a license in the City. Ms. McNeil stated that while

the fee structure is being reviewed, adult businesses could be removed from the Code as no one was interested in that type of business in the City. Mr. Otto stated he would speak with the City Attorney about its removal.

City Administrator Otto added that parade permits are \$150 and that the Governing Body would be seeing two upcoming requests; there are usually three annually. Past practice is one is normally waived and the other two are charged \$150, but the City spends more than that in terms of staff time. He added that these are philanthropies trying to raise money, but wanted the Committee to know that the fee permit does not come close in regards to the time spent by Public Works and the Police Department. In turn, the City is considered to be a major supporter of these events.

CMBR Gunby stated she would like to see a budget line item that would record and track how many in-kind services the City is offering so it can be budgeted.

There was agreement among the Committee to talk during the Budget '16 discussion about a line item for in-kind donations from the City, tracking and recording City expenses.

There was agreement to move an updated proposed resolution adoption a schedule of fees and charges to the next Council session for consideration.

The Committee failed to obtain an agreement to place this item on the Consent Agenda.

5. Public Works- City Name on Water One Water Tower

Hanley Barker, Facilities Engineering Manager at Water One, addressed the Committee regarding the possible placement of a Roeland Park logo on the Water Tower. Mr. Barker stated it was Water One's responsibility to maintain its facilities and a contractor will be painting the tower mid-April to May.

Mr. Barker presented several possible designs for the water tower. The Committee inquired as to the use of colors and different possible designs. Mr. Barker noted in the past the price for lettering a tower has been about \$10,000, but that a more intricate design that would make the price rise. He added that the paint should last a minimum of 15 years.

CMBR Gunby inquired as to the timeline needed for submitting designs and suggested the Arts Committee design a few options. Mr. Barker noted that it would be financially prudent to have the design approved while the contractors are already on-site to avoid a return trip. He added that the design would have to be approved by Water One as well and would check to see if they would look at designs other than what they have proposed.

Public Works Director Jose Leon mentioned to Mr. Barker that he has seen guys drive on and off of the land close to the tower and that they have been tracking quite a bit of dirt onto the sidewalk and driveway. He stated he would appreciate it if someone would speak to them. Mr. Barker thanked him for bringing that to his attention and will pass the information along.

The Committee thanked Mr. Barker for coming.

6. Public Works- Streetlight Inspection Proposal

City Administrator Otto was seeking approval from the Committee to enter into an agreement with Black & McDonald to conduct an annual base survey and pole assessment on the recently purchased streetlights in Roeland Park. He added that Black & McDonald performed this service for KCP&L when they owned the lights. They will inspect the material condition of each metal pole owned by the City, make recommendations on ones that should be monitored, ones that should be replaced, and recommendations of some kind of painting regimen to reduce rusting. These inspections will be conducted during the day and the City Engineer will also review the

recommendations to see if he concurs with their assessment. The assessment fee will be paid through monies saved in the budget by not paying rent to KCP&L.

CMBR Rhoades inquired if Public Works could do the inspections, but Public Works Director Leon stated he did not feel comfortable with taking that task on. City Administrator Otto stated the City would want a professional structural engineer. Mr. Leon did ask that when the poles are inspected that Black & McDonald provide some sort of understanding as to the life expectancy of the poles that are not being replaced.

CMBR Gunby suggested creating budget line item for ongoing maintenance of the streetlights.

There was agreement by the Committee to move for approval on the next Council agenda the agreement with Black & McDonald to conduct an annual day survey and pole assessment for the street lights located in Roeland Park.

There was not a majority agreement to move this item to the Consent Agenda.

7. Public Works- Revised Position Description

Public Works Director Leon passed around a card to be signed by the Governing Body for an employee who is retiring, Steve (inaudible). He noted that he was the most tenured employee at the City of Roeland Park and was very proud of his accomplishments at the City and wished him well.

Director Leon stated this provides a unique opportunity to do a couple things differently with the position. During his time as director, Mr. Leon has noticed the amount of responsibility Public Works Department. He was recommending the change from Shop Foreman/Mechanic to Public Works Superintendent. This person would not be a supervisor, but would lead and act on the Director's behalf when he is not present in the field. This person would act as a crew leader, ensuring that the work being done is proper and efficient and making sure everyone is working as a team.

CMBR Kelly commented that since he's been with the City he has done an amazing job of observing how the department has worked, working in the community, taking feedback from the Committee, staff and community and evaluating the real needs, moving this department forward in a progressive and responsible way. She applauded him on this and all the other creative things he has done in the department.

CMBR Gliniecki echoed CMBR Kelly's comments adding that he knows what he needs to provide the best service for the City.

CMBR Fast also thanked Public Works Director Leon stating he has done a great job discussing his needs and looking at his team and knowing what area he needs to grow in and what areas that we as a City want to go forward in the future of the City, and that modifying the job position is a way to go forward and meet his vision for the City

The Committee recommended to move to the Consent Agenda the revision of the Shop Foreman/Mechanic position to Superintendent job title and responsibilities to be held in the Public Works Department.

8. Public Works- Roeland Park Community Center Improvements List

Public Comment

Tom Madigan - Mr. Madigan spoke to the use of the Community Center and the need for upgrades to better promote a positive image for the City.

Linda Fell - Ms. Fell spoke to the building reserve and making updates to the Community Center.

Public Works Director Leon said he has met with City Administrator Otto and Community Center leadership to discuss a wish list and priorities for the Center. City Administrator Otto has requested Community Center leadership to research the cost of the projects.

City Administrator Otto presented the Committee with photographs taken at the Community Center and addressed some of the issues facing the center. Mr. Otto stated they have received an estimate to replace the bulbs and ballasts in the hallway lights with LED lights at a cost of \$1,700. This would not replace the fixtures. A contractor will need to be contacted to look at possible options to upgrade the lighting.

Mr. Otto recommended that a second air exhaust fan be purchased to keep in reserve. The current one works well, but in the event of a replacement, there is a four to six week lead time for a new one to begin working. Considering its purpose, it was felt a backup fan would be needed.

The City Engineer has been asked to do a feasibility study and provide three to five options on how to connect the Community Center and the west parking lot with Nall Park. Currently the trail to the park is closed.

Mr. Otto noted that a flagpole has been donated by KCP&L and was installed by Black & McDonald, which saved the City upwards of \$1,000.

It was recommended that parts of the building be painted as the touch-up paint did not match on the north of the side building.

Some of the lines for drainage from the roof are clogged which results in water backing up onto the sidewalk and creates a slipping hazard. Mr. Leon added they are working to fix the standing water issues noting that where the roof drains under the parking lot is clogged. The hope is with repairs to the asphalt on the parking lot, the department can excavate and lay new under drains for the roof to drain on the north side of the property.

Mr. Leon also spoke to the issues with the one-way traffic at the Center, noting that people tend to ignore the one-way signs. He is looking at diagonal parking to hopefully eliminate the problem. There was Committee discussion of possible traffic patterns and parking solutions.

Mayor Marquardt liked Mr. Leon's idea of addressing the issue with diagonal parking and applauded his creativity for that recommendation.

Mr. Leon stated he would also like to address drainage issues from the parking lot.

City Administrator Otto addressed some of the Phase 1 improvements already completed and other items that they're waiting for prices on that could be changed immediately. The Community Center staff is wanting to tile the bathroom and the ADA bathroom, but this is mostly a grouting issue. A circulation pump has been repaired in the kitchen to deal with the hot water issue. There is a wish to update the current audio and sound system in the multi-purpose room with possibly a permanent projector mounted on the ceiling with a motorized display screen, a new sound system capable of interfacing with current technology, and portable microphones.

Mayor Marquardt asked Mr. Otto to consider a 90-inch computer screen versus a projector and a pull-down screen as it might be less expensive. City Administrator Otto noted the sound system is a bigger part of the expense, but will look into the Mayor's suggestion.

Mr. Otto noted the broken bench by the gazebo is on the docket to be replaced or repaired. He also added that it has been commented on that the space between kitchen and MPR looks "shabby."

A request was made at the last Community Forum to have better signal for television in the fitness room. The idea is to take the cable and antenna and move it to outside the building.

Phase 2 will include improvements to the ceilings. Currently there are a lot of original one-by-one tiles affixed to the ceiling with drop-down lights. When the tiles fall, they cannot be replaced. One option is to put in a drop ceiling and make the lights flush with ceiling. This will require the help of a general contractor. Another improvement would be to add a water supply to the Community Garden, replacing the signage in the building. Mr. Otto also added that Johnson County Parks and Rec is discussing improvements it can make in-house. There is a possible re-purpose of lights from 3rd floor City Hall to Room 6 of the Center. In the hallway there is a settling of tiles and an option would be to place a metal transition piece to cover the joint.

Mr. Otto informed the Committee that the air conditioner is a large dual fan system that is over 30 years old. The City has received a couple bids which will be about \$14,000 to replace the unit. It was strongly urged that the unit be replaced before the beginning of summer as it is important to have the building climate controlled all year round for those who use the Center.

Some future dream ideas for the Center would be a monument sign on the southwest corner as well as a shelter or a playground by the daycare. What is there currently is more hands-on with less equipment, but the residents miss the playground. Also adding the trail to Nall Park is on the dream list.

CMBR Fast thanked Mayor Marquardt for his oversight in the roof repairs which saved the City money that can now be put towards the Community Center.

Mayor Marquardt also thanked the staff for all their work. He said this is a great list and endorsed the staff moving forward to make these improvements a reality. Mayor Marquardt suggested getting input from the citizens, what they would like to see, and maybe creating a volunteer group that focuses on putting together a list from the citizens' input.

CMBR Fast suggested that a question on a survey after a class at the Center would be a way to get feedback from the users, or even opening it up city wide.

CMBR Kelly mentioned a suggestion box could be put up at the Community Forum.

CMBR Gliniecki felt the City should express its appreciation on the donation and installation of the flagpole by KCP&L and Black & McDonald, to which the Committee agreed.

Public Comment

Tom Madigan - Mr. Madigan offered comments on the community center sound system.

Kathleen Whitworth - Ms. Whitworth suggested embracing the mid-century modern architecture of the building, instead of trying to make it look current. She added it was a 1950s school and it is what it is, to embrace the 50s design and make it fun and funky.

CMBR McNeil stated she likes keeping the originality of the building. Many of the citizens have great memories of the building and the City should honor that. She added that she would like to see pictures of the kids that went to school there on the walls.

CMBR Fast added there is an architectural firm in Oregon that takes old schools and makes them into bed and breakfasts, breweries and hotels.

The Committee recommended to move forward with the first phase of deferred maintenance, cosmetic, and functional improvements to the Roeland Park Community Center.

The Committee did not agree to put this on the Consent Agenda.

(Committee of the Whole in Recess until 8:25 p.m.)

9. Public Works- Roeland Park Community Center HVAC

City Administrator Otto continued his discussion of replacing the HVAC unit at the Community Center. He stated they were looking for three bids, but have received only two with the low bid of \$13,350 to replace the air conditioning unit. He reiterated staff's recommendation to replace the unit before the beginning of summer as the Community Center is one of the highest used spaces both day and evening.

CMBR Kellerman stated he has used Schuler Heating and Cooling and felt the City received a good price.

The Committee recommended to move this forward to the next Council meeting.

10. Public Works- SMAC BMP Cost Share Program

City Administrator Otto noted that the City has participated in this program for the last three years. He added there is no cost to the City except for administrative time. The program is that SMAC will reimburse up to half of the cost for someone doing best management practice, for instance installing a rain barrel on their property. After the improvement has been made, the resident sends the receipts to the City. The City would reimburse the resident and at the end of the year all receipts are sent to SMAC for reimbursement to the City. In the past this has been \$1,500 to \$2,000 on the average. Mr. Otto noted this is the same agreement they have been operating under since 2012, but the Governing Body wished to see all agreements before they were signed.

The Committee agreed to move the item forward.

11. Public Works- Granada Park Amenities

Public Works Director Leon reported on the rehabilitation work with concrete and the guardrail taking place at the park as well as the installation of new picnic tables and trash bins. There is a lot of trash at the park and the bins fill very quickly and spill onto the ground or is left on the tables. Five 32-gallon bins will be installed at the park, an increase over the 24-gallon. They will also add one for recycling, which Mr. Leon hopes people will pay attention to and use. If his department finds the recycling is not being used properly, they will convert it to a trash bin. Mr. Otto added that Town & Country does not pick up trash and recycling in the park and it will be handled by the Public Works Department. The bins currently in the park will be moved to Nall Park.

Mr. Leon added that he would like to pour concrete pads for the picnic tables and have them anchored into the concrete versus the current lock and chain method. He requested some of the Mayor's time and expertise to help answer some ADA questions in regards to the picnic tables. Mr. Leon stated his understanding was the tables were ADA accessible, but wanted to know for certain. Mr. Leon added that they will get a contractor to install the concrete and funds to purchase the items are from the area TIF.

Mayor Marquardt stated he was willing to share his knowledge, but wants to make sure there is a limit to his liability.

There was agreement from the Committee to move this forward to the next Council meeting.

12. Public Works- Salt Dome

The Committee agreed to postpone this topic to a later meeting.

13. **Admin** – 2015 Minor Home Rehabilitation Program Agreement

This agreement allows for the City to help with minor improvements to try to keep people in their homes and dealing with ADA accessibility issues. The agreement allows the City to work with the county.

There was a recommendation to move this forward to the next Council Meeting Consent Agenda.

14. **Admin** – Novus Agenda

Ms. Jones-Lacy noted that the free trial everyone has been able to use will be expiring soon. She added that it has been a great benefit to staff especially for Ms. Bohon in putting the agenda together.

Ms. Jones-Lacy answered questions of the Committee about its use. Ms. Bohon showed the Committee how the program makes it easier to edit the agenda.

There was also committee discussion of the \$5,000 annual fee to use the program.

CMBR Kelly stated approval of the program should be made before a new council is sworn in to avoid learning two systems. She also stated she appreciated staff's effort in setting up this program.

There was Committee agreement to move this forward to the City Council for discussion.

15. **Admin** - Remote Meeting Participation Policy

There was agreement to move this topic to the next Committee of the Whole meeting.

16. **Admin** - City Administrator Report

City Administrator Otto stated staff has been working on updating the priorities list. He suggested possible descriptions that could be added to the list could be what progress is being made, programs working alongside one another, deadlines, the lead person, what part of staff is working on the project. Mr. Otto showed the Committee a completed list of projects adding as of today a colossal number of projects have been completed.

CMBR Gunby suggested adding dates for a timeline so questions can be asked at appropriate meetings.

- a. Discussion of March, April and May calendar
- b. Update on City Officials appointments

Mr. Otto provided three possible options for meeting schedules over the next two months. He noted that elections will be held on April 7th and results should be complete by close of business on April 13th.

Plan A - March 23, Committee of the Whole; April 6, Special Call City Council meeting; April 20 City Council meeting swearing in new Committee members and voting on the CARS RFP response.

Plan B - No meeting March 23rd, Committee of the Whole and Special Call on April 6th to be ready for April 20th.

Plan C - No meetings until the swearing in April 20th. CARS response, beginning budget discussions and other agenda cleanup for the Committee of the Whole on April 27th.

CMBR Rhoades noted April 6 is the opening day for the Royals at three o'clock.

City Administrator Otto would like to hold a thank you reception for volunteers before the Special Call meeting on April 6, from 6 to 7 p.m. and to also invite last year's committee members to thank them for their involvement.

CMBR McNeil stated she would like to continue meeting to get the work done.

CMBR Gunby didn't feel that Plan C was doable as there is too much work to do to shut down for four weeks. She agreed with the Special Call meeting on April 6, the volunteer reception preceding the meeting on the 6th and the two Committee of the Whole meetings on March 23rd and 30th.

City Administrator Otto added he would like to hold a reception for the newly elected on April 20th from 6 to 7 p.m.

CMBR Rhoades suggested Plan D, which was to move the Special Call to the 30th if possible.

CMBR Fast supported Plan B, not Plan A, as she felt the Committee uses a lot of time now and not always efficiently.

CMBR Gunby suggested both receptions might be on the 20th, but City Administrator Otto said they would be mixed audiences and the volunteer reception is a thank you for their service in 2014, and should be held sooner.

The Committee recommended to have the Committee of the Whole and the Special Call on April 30th. If work is completed at the Committee of the Whole on the 23rd, then the March 30th can be cancelled.

City Administrator Otto said according to Charter Ordinance Council president nominations are made at the first Council meeting in May with the election at the second Council meeting in May. Mr. Otto suggested a Special Call meeting May 4th for the sole purpose of taking nominations, then having the election with speeches on May the 18th as outlined in the charter ordinance. One other option is to take nominations in May with elections in June, but this does not follow charter ordinance.

Upcoming dates is KCUR meeting at the Community Center on March 10. The City has done two e-mail blasts and social media postings promoting the event. March 11 is a Parks Committee meeting at 6 p.m. The Johnson & Roe Northeast Cloverleaf meeting will also be on the 11th at 6:00 p.m. in Roeland Park. March 12 is a meeting of the Johnson County Library Board.

Mr. Otto noted that staff has spent a lot of time looking at Codes in terms of the trash ordinance and the placement of trash cans in a yard. They have hit a fork in the road and would like to ask for two volunteers from the Governing Body to be a working group to help channel a few ideas to see which ones to move forward to Council.

City Clerk Bohon sent out a list of proclamations that need sponsors if they want to be considered. Upcoming is the Bike to Work resolution from Shawnee Mission School District that the City has sponsored in the past. This is a time sensitive proclamation. Also coming up is National Police Day and Crime Victims Week. If any of the Council members would like to support those, please contact Ms. Bohon so they can be added to the April agenda packet.

CMBR Kelly said she would support the Bike to Work proclamation.

City Administrator Otto addressed the status of the property at 47th and Mission. He noted that demolition permits are administratively issued and will need to issue a permit to demolish the house on the property. The property has been working to get the utilities disconnected for the three main buildings. Mr. Otto was seeking direction from the Governing Body as to the asphalt on the property. Asphalt is an accessory structure, but if no buildings exist, it is no longer an accessory. The City can then request that the asphalt be removed. The owner is requesting to retain parking of 12 shared spaces for Taco Republic. The City may then choose to return the remaining site to green space. The owner of the property has expressed a desire to have this property re-zoned and re-platted as one property in the future. Mr. Otto recommended that once the demolition permit is issued, the owner has nine months to a year to work through the City process to re-zone, re-plat and get a development plan in place for what the property will become and possibly seek a CID. He asked the Committee to think of what they would like to see

on this property. He recommended the need to have deadlines in place to prevent this lot from becoming a permanent parking lot.

CMBR Kelly stated she was in favor of returning this lot to green space, but wanted to see plantings to avoid soil erosion. There was also discussion as to how to keep Taco Republic patrons from parking on the grass and how to enforce maintenance of the lot.

CMBR Gunby stated she was in favor of leaving the 12 parking spaces and turning the rest to green field. She recommended asking Chief Morris to keep an eye on it, for parking on the grass because an empty lot becomes a nuisance.

The Committee agreed to move the item forward and retain the 12 parking spaces for Taco Republic.

City Administrator Otto stated he will work with the property owner.

17. Public Safety- E ticketing System

The Committee agreed to postpone this topic to a later meeting.

18. Public Safety- Update

Police Chief Morris stated the department has hired a new officer Zach Stamper, a three to four-year veteran from Lansing Police Department. He added that he has been working on salary benefits and bridging the gap between starting salary and the officer at the lower pay scale. He has also been working on a comprehensive vehicle service program performing preventative maintenance to save time and money to the department. He added that all his officers were going through active shooter training program from March 16th through the 18th. At the Council meeting on the 16th he will be issuing some department awards, traffic safety awards. He noted that the City's National Night Out will be held October 6, 2015, and like last year everything will be donated for the event. He concluded stating his officers are being safe, cameras are working and the cars are working.

- 19. Admin- Personnel Matters of Non-Elected Personnel. TO RECESS INTO EXECUTIVE SESSION UNDER THE PERSONNEL MATTERS OF NON-ELECTED PERSONNEL EXCEPTION TO THE OPEN MEETINGS ACT FOR THE CITY ADMINISTRATOR'S EVALUATION WITH THE OPEN MEETING TO RESUME IN THE CITY HALL CONFERENCE ROOM AT _____ P.M.**

III. NON-ACTION ITEMS:

- A. Committee Minutes
- B. Pending Items
 - 1. Naming City Property Policy
 - 2. Appeals Board for Property Maintenance and Code Board of Appeals
 - 3. Bed and Breakfast / Boarding House Permissibility as a Home Business
 - 4. Possible modifications to Chapter 16
 - 5. Procedures Discussion
 - 6. Clarification as to setting the committee of the whole agenda
 - 7. January Financials

IV. ADJOURN

(Roeland Park Committee of the Whole Meeting Adjourned)

Item Number: REPORTS OF COMMITTEES:- II.-1.

Committee 5/4/2015
Meeting Date:



City of Roeland Park Action Item Summary

Date: 5/1/2015
Submitted By: City Auditors
Committee/Department: Admin.
Title: **Finance - City Audit 101 by the City Auditors (20 min.) at 6p.m.**
Item Type: Discussion

Recommendation:

Attached is last years CAFR used for explanation purposes. Newest CAFR will be available at a future meeting.

Details:

Attached is last years CAFR used for explanation purposes. Newest CAFR will be available at a future meeting.

ATTACHMENTS:

Description	Type
 cafr 2013 final	Cover Memo



Comprehensive Annual Financial Report

City of Roeland Park, Kansas

For the Fiscal Year Ended December 31, 2013



2

0

1

3

City of Roeland Park, Kansas



**Comprehensive Annual Financial Report
for the fiscal year ended December 31, 2013**

Prepared by:

Debra L Mootz, MMC
City Clerk/Finance Director

INTRODUCTORY SECTION

This page is left blank intentionally.

Contents

Introductory Section (Unaudited)	
Table of contents	i – ii
Letter of transmittal	iii – ix
Certificate of achievement for excellence in financial reporting	x
City officials	xi - xii
Organizational chart	xiii

Financial Section	
Independent auditor's report	1 – 2
Management's discussion and analysis	3 – 10
Basic financial statements:	
Government-wide financial statements:	
Statement of net position	11 – 12
Statement of activities	13
Fund financial statements:	
Balance sheet – governmental funds	14 – 15
Reconciliation of the governmental funds balance sheet to the statement of net position	16
Statement of revenues, expenditures and changes in fund balances (deficits) – governmental funds	17 – 18
Reconciliation of the statement of revenues, expenditures and changes in fund balances (deficits) of governmental funds to the statement of activities	19
Notes to basic financial statements	20 – 37
Required Supplementary Information:	
Schedule of funding progress – other postemployment benefit plan	38
Schedule of revenues, expenditures and changes in fund balance - budget and actual – General Fund	39
Note to required supplementary information	40
Supplementary Information:	
Nonmajor governmental funds:	
Combining balance sheet	41 – 43
Combining statement of revenues, expenditures and changes in fund balances	44 – 46
Schedule of revenues, expenditures and changes in fund balance – budget and actual:	
Debt Service Fund	47
Special Highway Fund	48
Community Center Fund	49
Roeland Park City Hall Property Owners Association Fund	50
Special Street Fund	51
Special Infrastructure Fund	52
McDonald's/Granada Park/City Hall Fund	53
CID #1 – Roeland Park Shopping Center Fund	54
Equipment Reserve Fund	55

Contents

Financial Section (continued)	
TDD #1 – Price Chopper Fund	56
TDD #2 – Lowe's Fund	57
Bella Roe/Walmart TIF Fund	58
Valley State Bank Fund	59
Boulevard Apartments Fund	60
Old Pool TIF Area Fund	61
Schedule of capital assets by source	62
Schedule of capital assets by function and activity	63
Schedule of changes in capital assets by function and activity	64
Statistical Section (Unaudited)	
Supplemental statistical section contents	65
Government-wide expenses by function	66
Government-wide revenues	67
General governmental expenditures by function	68
General governmental revenues by function	69
Tax revenues by source	70
Property tax levies and collections	71
Property tax rates – direct and overlapping governments	72
Special assessment billings and collections	73
Ratio of net general bonded debt to assessed value and net bonded – debt per capita	74
Statistical Section (Unaudited)	
Statistical section contents	75
Net position by component	76 – 77
Changes in net position	78 – 79
Fund balances, governmental funds	80 – 81
Changes in fund balances, governmental funds	82 – 83
Tax revenues by source, governmental funds	84
Principal taxpayers	85
Principal sales tax industries	86
Ratios of outstanding debt by type	87 – 88
Ratios of net general bonded debt outstanding by type	89
Direct and overlapping governmental activities debt	90
Legal debt margin information	91 – 92
Pledged-revenue coverage	93
Demographic and economic statistics	94
Principal employers	95
Full-time equivalent city government employees by functions/programs	96 – 97
Operating indicators by function/program	98 – 99
Capital asset statistics by function/program	100 – 101



City of Roeland Park

Letter of Transmittal

For the Fiscal Year
Ended December 31, 2013

City of Roeland Park, Kansas

May 6, 2014

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, 2013 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, 2013.

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, 2013. 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 6,731. 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 and tennis courts.

The City of Roeland Park's tax revenue base consists of a variety of tax categories; the most significant being taxes applicable to retail sales. 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 113% compared to 2004.

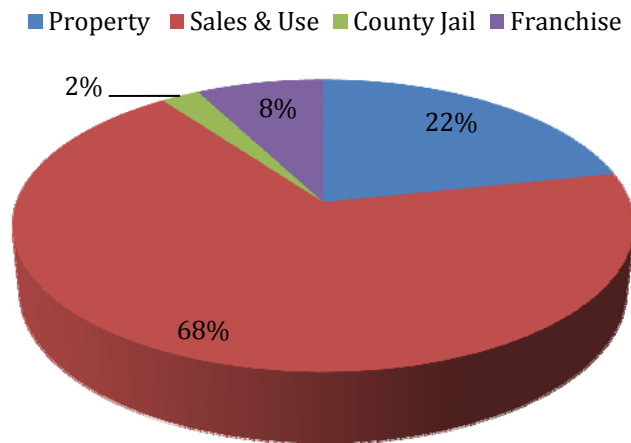
Residential building permits for remodeling and additions have decreased slightly. Assessed valuations of residential and commercial properties decreased by approximately 2.42% in 2013. Johnson County assessed valuations are beginning to see a shift into the recovery cycle.

The City received more in property tax collections during 2013 due to an increase in the City's mill levy.

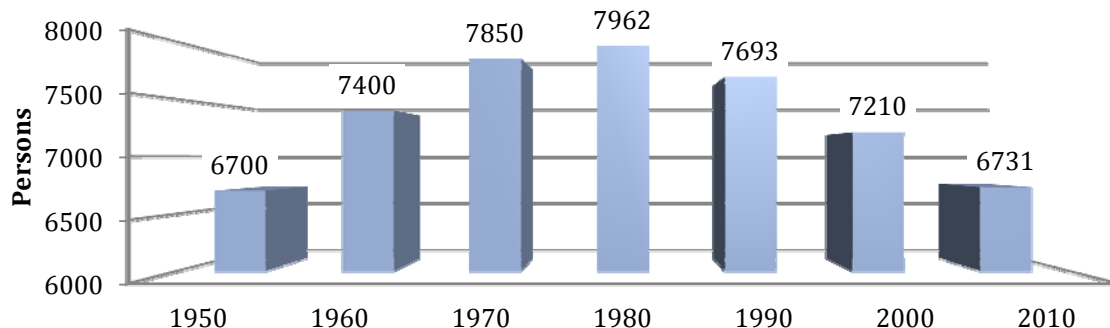
The City partnered with Mid America Regional Council's (MARC) First Suburbs Coalition for many years. The program allows homeowners to add modern amenities to their homes. First Suburbs Coalition teamed up with CommunityAmerica Credit Union to provide low-interest, fixed-rate home equity loans to fund the remodeling and modernizations.

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.

2013 Tax Revenues by Source, Governmental Funds



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 \$134,318, which was a decline of 2.91 percent from the previous year.

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

Roeland Park Recognized by Excellence Award in Preservation and Sustainability

In 2013 Historic Green was recognized by the Historic Kansas City Foundation for its work with Roeland Park on an “Energy Upgrade” event completed in the City in October 2012. During that event five Roeland Park homes received major energy retrofits and three homes received minor energy retrofit upgrades. Upgrades included installation of 15 energy efficient appliances, 5 egress updates, 15 insulation

projects and 31 energy conservation projects. The event leveraged 1,700 volunteer hours and will provide each home with approximately \$1,245 in savings each year.

As a result of this project with the City of Roeland Park, Historic Green was awarded the Historic Kansas City Foundation's Excellence Award for Preservation and Sustainability on February 20.

Roeland Park Receives Consensus Civility Award

The Roeland Park City Council and Mayor Joel Marquardt received a 2013 Civility Award from Consensus for their efforts to allow all voices to be heard during the FY2014 city budget process.

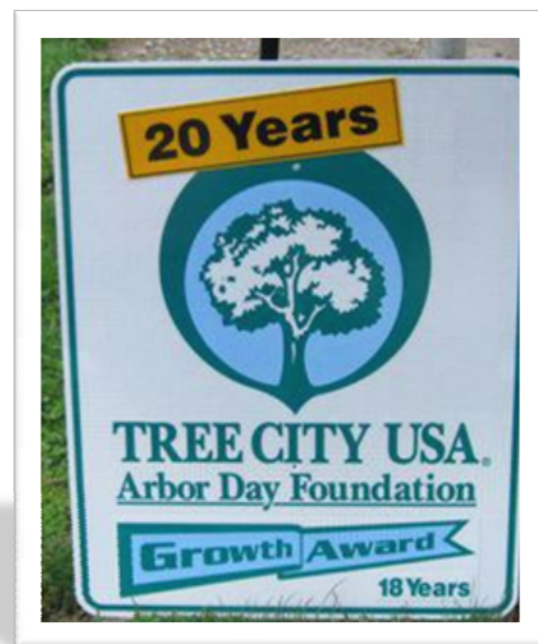
With the anticipated loss of \$700,000 in revenue with Wal-Mart's move, approximately 20 percent of the City's general fund budget, the FY2014 budget and those that follow it were going to be difficult. Finding the balance between reductions in services, tax increases and increases in revenue was going to be challenging with many different points of view to consider. At one town hall, over 100 residents attended and broke into small groups to offer their opinions and make recommendations with council members facilitating discussions.

According to the organization bestowing the award, this year's recipients of the 2013 Consensus Civility Award helped assure that individuals were treated with dignity and respect. These award recipients have helped give more citizens a voice. The Governing Body was nominated for this award by Roeland Park Residents Ardie and Gretchen Davis.

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. 2013 was the 20th 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

The Governing Body reviewed the options of providing a property tax levy that was increased during 2014 with the goal of holding that same value for 2015 and 2016. The 2014 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 do not decrease by more than 2 percent in 2015 and are flat in 2016*
- *Franchise fees and court revenues remain in line with 3-5 year trend analysis*

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
- Facilitate a city strategic/visioning process
- Reconnection initiative with area businesses

Non-Monetary Goals

- Community Center needs - discussion to keep, update, replace and/or partnerships
- Implement an integrated and multifaceted Communication Strategy to residents
- Follow-up City Survey
- Research interior rental inspection
- Research stormwater utility - long term maintenance plan
- Use Interns - urban planning/economic development
- Discussion of 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 properties located at the Northeast Corner of Roe Boulevard and Johnson Drive as well as the former Roeland Park Pool property at 48th and Roe Parkway. The Commerce Bank development at the northwest corner of Roe Boulevard and Johnson Drive should begin in the next 18 months. The bank plans to build a branch and drive through facility on the property. 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, 2012. This was the 19th 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 black ink, appearing to read "Debra L. Mootz", with a large, stylized flourish at the end.

Debra L. Mootz, MMC
City Clerk/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, 2012

A handwritten signature in black ink, reading "Jeffrey R. Egan". The signature is written in a cursive, flowing style.

Executive Director/CEO

CITY COUNCIL



(Left to Right) Back Row:

*Becky Fast - Ward 1, Marek Gliniecki- Ward 4, Robert Meyers – Ward 2,
Joel Marquardt – Mayor*

Front Row:

*Sheri McNeil – Ward 1, Teresa Kelly – Ward 4, Mel Croston – Ward 3,
Jennifer Gunby – Ward 2, Megan England – Ward 3*

2013 DEPARTMENT HEADS AND APPOINTED OFFICIALS

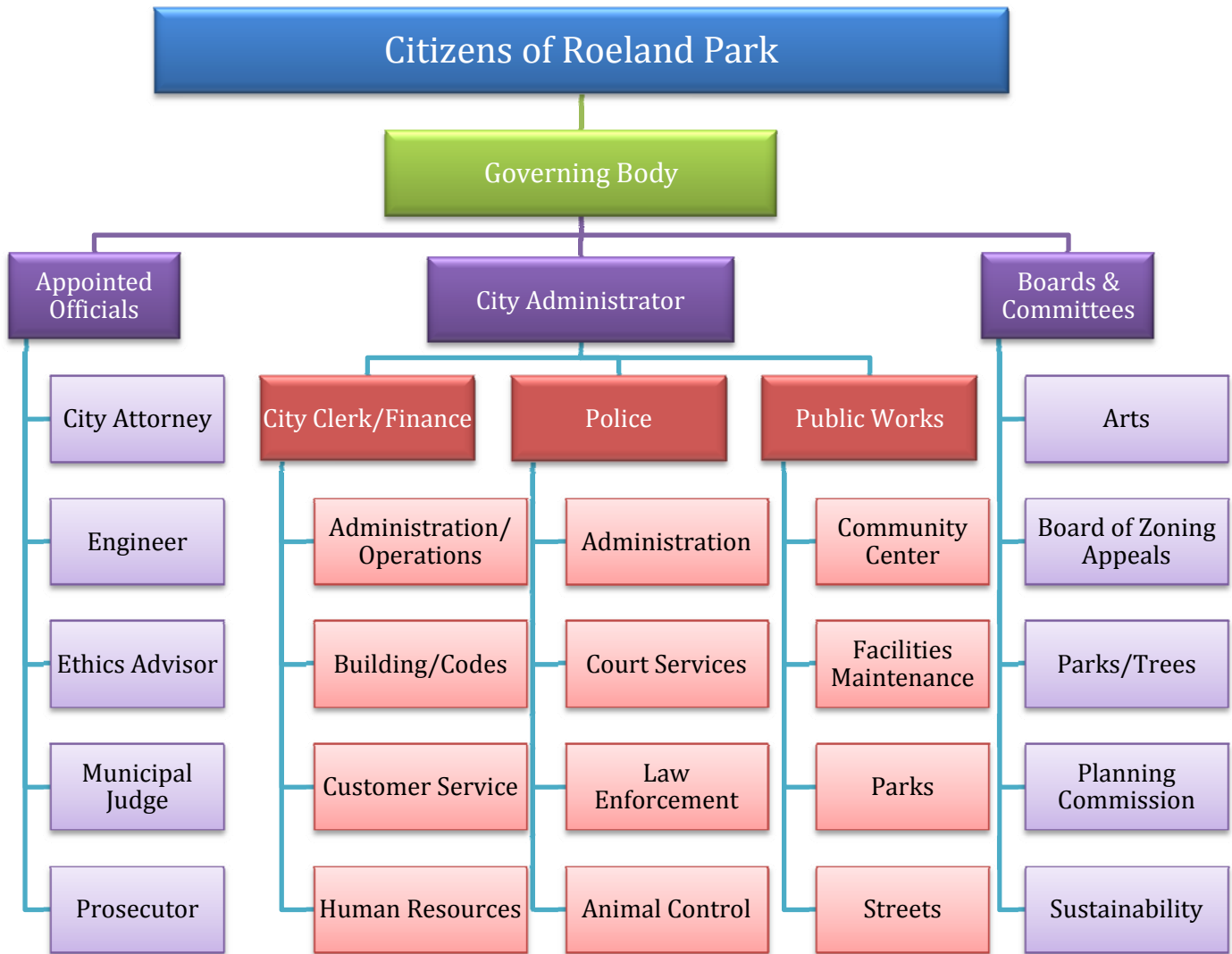
Department Heads

City Administrator Aaron A. Otto
City Clerk/Director of Finance Debra L. Mootz
Chief of Police..... Rex Taylor
Director of Public Works..... David Mootz

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..... Dan Church

ORGANIZATION CHART



This page is left blank intentionally.

FINANCIAL SECTION

This page is left blank intentionally.



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, 2013, 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 and the *Kansas Municipal Audit Guide*. 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, 2013, 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 sections and other schedules, 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 May 5, 2014, 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
May 5, 2014

City of Roeland Park, Kansas

Management's Discussion and Analysis For Fiscal Year Ended December 31, 2013

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, 2013. 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, 2013 by \$13,043,066 (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, 2012 by \$11,901,491 (net position).
- The government's total net position increased by \$1,141,575 and \$1,472,453 for 2013 and 2012, respectively. The increase in total net position during fiscal year 2013 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.
- The City of Roeland Park's governmental funds reported combined ending fund balances of \$4,172,987 and \$3,989,088 as of December 31, 2013 and 2012, respectively. Unassigned fund balance for fiscal years 2013 and 2012 was \$(3,818) and \$839,946, respectively.
- At the end of the current fiscal year, unassigned fund balance for the General Fund was \$1,314,949, or 33 percent of total General Fund expenditures compared to the 2012 balance of \$1,253,199, or 31 percent of total General Fund expenditures.
- 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 City of Roeland Park's total debt, excluding compensated absences, increased by \$539,666 (3 percent) during fiscal year ended December 31, 2012. 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, 2013

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 18 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 14 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 2013 of \$13,043,066 and 2012 of \$11,901,491 which represents an increase of \$1,141,575 from 2012.

City of Roeland Park, Kansas

Management's Discussion and Analysis For Fiscal Year Ended December 31, 2013

The City of Roeland Park's restricted net position (\$2,083,763 and \$1,262,832 for fiscal years 2013 and 2012, respectively) represent resources that are subject to external restrictions on how they may be used. The remaining balance is unrestricted net position (\$3,040,705) and (\$3,748,931) for 2013 and 2012, respectively.

City of Roeland Park's Net Position

	Governmental Activities 2013	Governmental Activities 2012	Change
Current and other assets	\$ 11,712,859	\$ 10,710,025	\$ 1,002,834
Capital assets	23,450,838	25,040,082	(1,589,244)
Total assets	35,163,697	35,750,107	(586,410)
Total deferred outflows of resources	116,839	136,485	(19,646)
Noncurrent liabilities	15,219,041	18,225,700	(3,006,659)
Other liabilities	3,963,592	3,201,972	761,620
Total liabilities	19,182,633	21,427,672	(2,245,039)
Total deferred inflows of resources	3,054,837	2,557,429	497,408
Net position:			
Net investment in capital assets	14,000,008	14,387,590	(387,582)
Restricted	2,083,763	1,262,832	820,931
Unrestricted (deficit)	(3,040,705)	(3,748,931)	708,226
Total net position	\$ 13,043,066	\$ 11,901,491	\$ 1,141,575

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 \$1,141,575, or 10 percent, for the fiscal year December 31, 2013.

Current and Other Assets – The City's current and other assets increased by \$1 million from \$10.7 million to \$11.7 million. The largest single reason for this increase was the result of increased sales tax from the Community Improvement District. The City's capital assets decreased by \$1.6 million or a 6 percent decrease. The primary element of this decrease is due to the depreciation of capital assets.

Noncurrent liabilities decreased by 16.5 percent primarily due to scheduled debt payments. Noncurrent liabilities, excluding debt, include \$102,025 of other postemployment benefits. Other liabilities increased by 23.8 percent due to the scheduled payment of debt during the current year, as well as increases to accounts payable and interest payable.

City of Roeland Park, Kansas

Management's Discussion and Analysis For Fiscal Year Ended December 31, 2013

The largest portion of the government's net position for governmental activities (107.4 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, 2013.

Restricted net position totals \$2,083,763 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 (\$3,040,705), 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 2013	Governmental Activities 2012	Change
Revenues:			
Program revenues:			
Charges for services	\$ 662,318	\$ 412,275	\$ 250,043
Operating grants and contributions	345,189	535,553	(190,364)
Capital grants and contributions	-	312,757	(312,757)
General revenues:			
Property taxes	1,385,532	1,268,477	117,055
Sales and use taxes	4,351,538	3,729,866	621,672
County jail tax	149,409	142,136	7,273
Franchise taxes	493,139	488,483	4,656
Investment earnings	17,921	21,642	(3,721)
Miscellaneous	526,344	1,264,988	(738,644)
Total revenues	7,931,390	8,176,177	(244,787)
Expenses:			
General government	2,080,869	2,015,841	65,028
Highways and streets	2,095,342	1,950,919	144,423
Public safety	1,583,758	1,628,167	(44,409)
Culture and recreation	196,798	184,096	12,702
Interest on long-term debt	833,048	924,701	(91,653)
Total expenses	6,789,815	6,703,724	86,091
Increase in net position	1,141,575	1,472,453	(330,878)
Net position, beginning	11,901,491	10,429,038	1,472,453
Net position, ending	\$ 13,043,066	\$ 11,901,491	\$ 1,141,575

City of Roeland Park, Kansas

Management's Discussion and Analysis For Fiscal Year Ended December 31, 2013

Total governmental activities revenue was \$7,931,390 and \$8,176,177 in fiscal years 2013 and 2012, respectively.

Certain revenues are generated that are specific to governmental program activities. These totaled \$1,007,507 and \$1,260,585 in 2013 and 2012, 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 \$6,789,815 and \$6,703,724 in fiscal years 2013 and 2012, respectively.

Several of the revenue and expense categories fluctuated between 2013 and 2012. Highlights include the following:

Revenues:

- Charges for services increased by \$250,043 from 2012 as a result of increased fees for solid waste disposal costs, permits and leaf pickup program costs.
- Operating grants and contributions decreased by \$190,364 as a result of reduced grant funding received.
- Capital grants and contributions decreased by \$312,757 due to the reduced programs from the County Assisted Road program (CARS) and Stormwater Management Advisory Council (SMAC) funding and cost sharing contributions.
- Sales and use taxes increased by \$621,672 from 2012 as a result of a new Community Improvement District sales tax.

Expenditures:

- The highway and streets expenditures increased by 7.4 percent from 2012 due to increased costs related to personnel and street programs.
- Culture and recreation expenditures increased by 6.9 percent due to increased operating costs of the Community Center.

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 \$4,172,987, an increase of \$183,899 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 \$2,575,747, special highway \$78,034, capital expansion and improvements \$1,118,941 and Roeland Park property owners association of \$8,793.

City of Roeland Park, Kansas

Management's Discussion and Analysis For Fiscal Year Ended December 31, 2013

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 \$1,314,949, while total fund balance was \$1,472,816. This is more than the 2012 unassigned fund balance of \$1,253,199 and the total 2012 General Fund balance of \$1,419,593. 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 33 percent of total General Fund expenditures, while total fund balance represents 36 percent of that same amount. Unassigned fund balance represented 31 percent of total General Fund expenditures for 2012, while total fund balance represents 35 percent of that same amount.

The fund balance of the City of Roeland Park's General Fund increased by \$53,223 during fiscal year 2013 and increased \$836,109 during fiscal year 2012. The increase is due to an increase in revenues and a decrease in spending during 2013. Total expenditures in the general fund decreased \$32,173 or 1 percent, while revenues increased \$307,409 or 8 percent. Net other financing sources decreased \$1,122,466 or 135 percent due to the sale of property of \$832,328 in 2012.

The Bella Roe/Walmart TIF Fund had an ending fund balance of \$1,481,933. The net increase in fund balance was \$6,079 for the year. The net increase in fund balance was insignificant.

The Debt Service Fund had a total fund balance of \$459,907, 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 \$38,138. 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 \$(1,318,767). The net decrease in fund balance was \$1,333,834 for the year. The net decrease in fund balance was due to the notice of acceleration on the 2006B Transportation Development District Sales Tax Revenue Bond issue that was considered matured as of December 31, 2013.

General Fund Budgetary Highlights

The legally adopted budget for the General Fund was not amended by the Governing Body in 2013. 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 \$53,223. Actual revenues were \$191,486 more than budgeted revenues. The General Fund experienced a decrease in other revenue, however, taxes and intergovernmental revenue increased.

General Fund expenditures were lower than the final budget by \$112,620.

City of Roeland Park, Kansas

Management's Discussion and Analysis For Fiscal Year Ended December 31, 2013

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, 2013 and 2012, respectively, was \$23,450,838 and \$25,040,082 (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 6 percent.

City of Roeland Park's Capital Assets

	Governmental Activities	
	2013	2012
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	26,160,922	26,160,922
Machinery and equipment	1,622,490	1,622,490
Accumulated depreciation	(10,282,534)	(8,551,695)
Total	\$ 23,450,838	\$ 25,040,082

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 \$18,242,007. Of this amount, \$8,395,000 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 \$9,847,007.

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

	Governmental Activities	
	2013	2012
Temporary notes	\$ -	\$ 860,000
General obligation bonds	8,395,000	9,260,000
Special obligation tax increment revenue bonds	3,879,226	4,106,044
Transportation development district sales tax revenue bonds	4,805,151	5,080,000
Capital leases	1,162,630	1,381,133
Total	\$ 18,242,007	\$ 20,687,177

The City of Roeland Park's total debt decreased by \$2,445,170 (2 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, 2013

Economic Factors and Next Year's Budgets and Rates

Economic conditions continue to be mixed in Roeland Park. Property taxes continued to decline during 2013 due to a 2.42 percent decline in assessed valuations. Preliminary reports for 2014 point to assessed valuations leveling out. During 2013, sales and use tax collections continued to increase by 16.67 percent. This increase was mainly from the new Community Improvement District Sales Tax.

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

2014 Budget

The council approved the 2014 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 clearing picture of the future financial needs.

Factors used in creating the forecasting model for 2014-2016:

- 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 do not decrease by more than 2 percent in 2015 and are flat in 2016.
- 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 2013 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 (Spring 2015) and devaluation on commercial and residential property.

Proposed Three Year Outlook - Mill Levy

	2014	2015	2016
Mill Levy	25.812	33.427	33.427
Increase needed annually	7.616	0	0
Total Mill Levy	33.427	33.427	33.427

Forecasting of city property values were projected to decline by 2 percent in 2015 and 0 percent in 2016

All of these factors were considered in preparing the City of Roeland Park's budget for fiscal year 2014.

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: Debra L. Mootz, MMC, City Clerk/Director of Finance, City of Roeland Park, 4600 West 51st Street, Roeland Park, Kansas 66205.

BASIC FINANCIAL STATEMENTS

This page is left blank intentionally.

This page is left blank intentionally.

City of Roeland Park, Kansas

**Statement of Net Position
December 31, 2013**

	<u>Governmental Activities</u>
Assets	
Current assets:	
Cash and cash equivalents	\$ 3,243,429
Receivables:	
Taxes	3,819,314
Special assessments	2,485,520
Intergovernmental	43,935
Other	460
Other assets	72,108
Total current assets	<u>9,664,766</u>
Noncurrent assets:	
Restricted assets, pooled cash	2,048,093
Capital assets:	
Nondepreciable:	
Land	1,396,272
Artwork	12,620
Construction-in-progress	141,595
Depreciable:	
Buildings	4,399,473
Improvements other than buildings and infrastructure	26,160,922
Machinery and equipment	1,622,490
Accumulated depreciation	<u>(10,282,534)</u>
Total noncurrent assets	<u>25,498,931</u>
Total assets	<u><u>\$ 35,163,697</u></u>
Deferred Outflows of Resources	
Deferred charge on refunding	<u>\$ 116,839</u>

See Notes to Basic Financial Statements.

	Governmental Activities
Liabilities	
Current liabilities:	
Accounts payable and accrued liabilities	\$ 649,364
Interest payable	182,883
Compensated absences	57,091
Capital lease obligations	229,103
Tax increment revenue bonds	265,000
General obligation bonds	1,050,000
Transportation development district sales tax revenue bonds	1,530,151
Total current liabilities	<u>3,963,592</u>
Noncurrent liabilities:	
Compensated absences	8,531
Capital lease obligations	933,527
Tax increment revenue bonds, net bond discounts	3,588,859
Transportation development district sales tax revenue bonds, net bond discounts	3,231,060
General obligation bonds, net bond premiums	7,355,039
Net OPEB obligation	102,025
Total noncurrent liabilities	<u>15,219,041</u>
Total liabilities	<u>19,182,633</u>
Deferred Inflows of Resources	
Unavailable revenue	<u>3,054,837</u>
Net Position	
Net investment in capital assets	14,000,008
Restricted for:	
Debt service	877,995
Special highway	78,034
Capital expansion and improvement	1,118,941
Roeland Park property owners association	8,793
Unrestricted (deficit)	<u>(3,040,705)</u>
Total net position	<u>\$ 13,043,066</u>

City of Roeland Park, Kansas

Statement of Activities
Year Ended December 31, 2013

Functions/Programs	Program Revenues				Net (Expense)
	Expenses	Charges for Services and Sales	Operating Grants and Contributions	Capital Grants and Contributions	Revenue and Changes in Net Position
					Primary Governmental Activities
Primary Government					
Governmental activities:					
General government	\$ 2,080,869	\$ 313,360	\$ 440	\$ -	\$ (1,767,069)
Highways and streets	2,095,342	-	344,749	-	(1,750,593)
Public safety	1,583,758	348,958	-	-	(1,234,800)
Culture and recreation	196,798	-	-	-	(196,798)
Interest on long-term debt	833,048	-	-	-	(833,048)
Total governmental activities	\$ 6,789,815	\$ 662,318	\$ 345,189	\$ -	(5,782,308)
General Revenues					
Taxes:					
Property taxes					1,385,532
Sales and use taxes					4,351,538
County jail tax					149,409
Franchise taxes					493,139
Investment earnings					17,921
Miscellaneous					526,344
Total general revenues					6,923,883
Changes in net position					
Net position beginning of year					11,901,491
Net position end of year					\$ 13,043,066

See Notes to Basic Financial Statements.

This page is left blank intentionally.

City of Roeland Park, Kansas

**Balance Sheet
Governmental Funds
December 31, 2013**

	General Fund	Bella Roe/ Walmart TIF Fund	Debt Service Fund
Assets			
Pooled cash	\$ 1,315,157	\$ 5,745	\$ 459,907
Receivables:			
Taxes	2,253,703	422,022	308,692
Special assessments	-	-	2,485,520
Intergovernmental	-	-	-
Other	460	-	-
Other assets	72,108	-	-
Restricted assets, cash	157,500	1,476,188	-
Total assets	\$ 3,798,928	\$ 1,903,955	\$ 3,254,119
Liabilities			
Accounts payable and accrued liabilities	\$ 473,466	\$ -	\$ -
Matured long-term debt in default	-	-	-
Total liabilities	473,466	-	-
Deferred inflows of resources			
Unavailable revenue - property taxes	1,852,646	422,022	308,692
Unavailable revenue - special assessments	-	-	2,485,520
Total deferred inflows of resources	1,852,646	422,022	2,794,212
Fund balances (deficits)			
Restricted	157,500	1,354,933	459,907
Committed	-	127,000	-
Assigned	367	-	-
Unassigned	1,314,949	-	-
Total fund balances	1,472,816	1,481,933	459,907
Total liabilities, deferred inflows of resources and fund balances	\$ 3,798,928	\$ 1,903,955	\$ 3,254,119

See Notes to Basic Financial Statements.

TDD #2 - Lowe's Fund	Nonmajor Governmental Funds	Total
\$ 10,345	\$ 1,452,275	\$ 3,243,429
18,425	816,472	3,819,314
-	-	2,485,520
-	43,935	43,935
-	-	460
-	-	72,108
2,614	411,791	2,048,093
<u>\$ 31,384</u>	<u>\$ 2,724,473</u>	<u>\$ 11,712,859</u>
\$ -	\$ 175,898	\$ 649,364
1,350,151	-	1,350,151
<u>1,350,151</u>	<u>175,898</u>	<u>1,999,515</u>
-	471,477	3,054,837
-	-	2,485,520
<u>-</u>	<u>471,477</u>	<u>5,540,357</u>
-	1,809,175	3,781,515
-	-	127,000
-	267,923	268,290
(1,318,767)	-	(3,818)
<u>(1,318,767)</u>	<u>2,077,098</u>	<u>4,172,987</u>
\$ 31,384	\$ 2,724,473	\$ 11,712,859

City of Roeland Park, Kansas

Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Position December 31, 2013

Total governmental fund balances	\$	4,172,987
----------------------------------	----	-----------

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	33,733,372
Accumulated depreciation	(10,282,534)

Other long-term assets are not available to pay for current period expenditures
and, therefore, are deferred in the funds, deferred revenues

2,485,520

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	\$	(57,091)
Compensated absences, noncurrent		(8,531)
Interest payable		(182,883)
Premium on bonds, net		(10,039)
Discount on bonds, net		69,307
Deferred charge on refunding, net		116,839
General obligation bonds, current		(1,050,000)
General obligation bonds, noncurrent		(7,345,000)
Tax increment revenue bonds, current		(265,000)
Tax increment revenue bonds, noncurrent		(3,614,226)
Transportation development district sales tax revenue bonds, current		(180,000)
Transportation development district sales tax revenue bonds, noncurrent		(3,275,000)
Capital lease obligations, current		(229,103)
Capital lease obligations, noncurrent		(933,527)
Net OPEB obligation		(102,025)
		(17,066,279)

Net position of governmental activities

\$	<u>13,043,066</u>
----	-------------------

See Notes to Basic Financial Statements.

This page is left blank intentionally.

City of Roeland Park, Kansas

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

Governmental Funds

Year Ended December 31, 2013

	General Fund	Bella Roe/ Walmart TIF Fund	Debt Service Fund
Revenues:			
Taxes	\$ 2,212,328	\$ 397,968	\$ 278,452
Special assessments	6,008	-	268,782
Intergovernmental	1,108,328	-	-
Licenses and permits	155,456	-	-
Fines and forfeitures	281,099	-	-
Interest	209	17,680	-
Other	613,925	-	-
Total revenues	4,377,353	415,648	547,234
Expenditures:			
Current:			
General government	1,721,678	3,150	3,500
Highways and streets	365,068	-	-
Public safety	1,141,180	-	-
Culture and recreation	-	-	-
Employee benefits	599,959	-	-
Capital outlay	-	-	-
Debt service:			
Principal retirement	171,000	205,000	865,000
Interest and fiscal charges	34,740	201,419	195,596
Total expenditures	4,033,625	409,569	1,064,096
Revenues over (under) expenditures	343,728	6,079	(516,862)
Other financing sources (uses):			
Transfers in	205,740	-	555,000
Transfers out	(496,245)	-	-
Total other financing sources (uses)	(290,505)	-	555,000
Changes in fund balances	53,223	6,079	38,138
Fund balances, beginning of year,	1,419,593	1,475,854	421,769
Fund balances (deficits), end of year	<u>\$ 1,472,816</u>	<u>\$ 1,481,933</u>	<u>\$ 459,907</u>

See Notes to Basic Financial Statements.

TDD #2 - Lowe's Fund	Nonmajor Governmental Funds	Total
\$ 115,754	\$ 2,513,237	\$ 5,517,739
-	-	274,790
-	188,300	1,296,628
-	-	155,456
-	-	281,099
6	26	17,921
-	48,421	662,346
115,760	2,749,984	8,205,979
-	123,750	1,852,078
-	143,634	508,702
-	-	1,141,180
-	103,377	103,377
-	-	599,959
-	180,120	180,120
1,400,000	234,321	2,875,321
49,594	279,994	761,343
1,449,594	1,065,196	8,022,080
(1,333,834)	1,684,788	183,899
-	622,245	1,382,985
-	(886,740)	(1,382,985)
-	(264,495)	-
(1,333,834)	1,420,293	183,899
15,067	656,805	3,989,088
\$ (1,318,767)	\$ 2,077,098	\$ 4,172,987

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, 2013

Net change in fund balances - governmental funds	\$	183,899
--	----	---------

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		141,595
Depreciation:		
General government	\$ (137,178)	
Public safety	(43,744)	
Culture and recreation	(93,421)	
Highways and streets	<u>(1,456,496)</u>	(1,730,839)

Revenues in the statement of activities that do not provide current financial resources are not reported in the funds		(274,589)
---	--	-----------

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	34,276
Change in net OPEB obligation	(16,383)

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	2,875,321	
Amortization of bond premium, bond discounts and deferred charge on refunding	(24,622)	
Change in accrued interest	<u>(47,083)</u>	2,803,616
Change in net position of governmental activities		<u><u>\$ 1,141,575</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 dated February 1, 2005 for \$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 2013 levy plus any uncollected amounts from the 2012 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 external investment pools not SEC registered, the Kansas Municipal Investment Pool, which is administered by the Kansas Office of State Treasurer 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 under the full accrual basis of accounting and will become an inflow in the year 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 City Clerk/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 \$877,995 for debt service, \$78,034 for special highway, \$1,118,941 for capital expansion and improvements and \$8,793 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 and premium: 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.

In the fund financial statements, governmental fund types recognize bond premiums and discounts 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.

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, 2013, 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, 2013 is less than one year. As of December 31, 2013, the City also had \$649,644 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, 2013 is 51 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, 2013, 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, 2013, 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, 2013, the City's bank balances of deposits with financial institutions of \$4,075,603 were not exposed to custodial credit risk. As of December 31, 2013, 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, 2013:

	2012 Balance	Additions	Deletions	2013 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	1,408,892	141,595	-	1,550,487
Capital assets being depreciated:				
Buildings	4,399,473	-	-	4,399,473
Improvements other than buildings and infrastructure	26,160,922	-	-	26,160,922
Machinery and equipment	1,622,490	-	-	1,622,490
Total capital assets being depreciated	32,182,885	-	-	32,182,885
Less accumulated depreciation for:				
Buildings	1,722,696	80,227	-	1,802,923
Improvements other than buildings and infrastructure	6,011,628	1,503,343	-	7,514,971
Machinery and equipment	817,371	147,269	-	964,640
Total accumulated depreciation	8,551,695	1,730,839	-	10,282,534
Total capital assets being depreciated, net	23,631,190	(1,730,839)	-	21,900,351
Governmental activities capital assets, net	\$ 25,040,082	\$ (1,589,244)	\$ -	\$ 23,450,838

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	\$ 137,178
Public safety	43,744
Culture and recreation	93,421
Highways and streets	1,456,496
Total depreciation expense, governmental activities	\$ 1,730,839

Note 4. Short-Term and Long-Term Debt

A summary of changes in short-term and long-term debt for the year ended December 31, 2013 follows:

Type of Issue	Balance December 31, 2012	Additions	Retirements	Balance December 31, 2013	Due Within One Year
Short-term debt, temporary notes	\$ 860,000	\$ -	\$ 860,000	\$ -	\$ -
Long-term debt:					
General obligation bonds	9,260,000	-	865,000	8,395,000	1,050,000
Tax increment revenue bonds	4,106,044	-	226,818	3,879,226	265,000
Transportation development district sales tax revenue bonds	5,080,000	-	274,849	4,805,151	1,530,151
Capital leases	1,381,133	-	218,503	1,162,630	229,103
Add premiums	11,359	-	1,320	10,039	-
Less discounts	(75,603)	-	(6,296)	(69,307)	-
Compensated absences	99,898	65,622	99,898	65,622	57,091
Total long-term debt	19,862,831	65,622	1,680,092	18,248,361	3,131,345
Total short-term and long-term debt	\$ 20,722,831	\$ 65,622	\$ 2,540,092	\$ 18,248,361	\$ 3,131,345

Compensated absences are normally liquidated by the General Fund.

City of Roeland Park, Kansas

Notes to Basic Financial Statements

Note 4. Short-Term and Long-Term Debt (Continued)

A detailed listing of the City's long-term debt outstanding as of December 31, 2013 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%	\$ 1,035,000
General Obligations Bonds, Series 2010-1	8/19/10	3,345,000	1.50-3.50	2,645,000
General Obligations Bonds, Series 2011-1	4/28/11	525,000	0.65-2.05	315,000
General Obligations Bonds, Series 2011-2	8/25/11	1,565,000	2.00-3.40	1,450,000
General Obligations Bonds, Series 2012-1	8/1/12	2,950,000	0.65-2.40	2,950,000
				<u>\$ 8,395,000</u>
Special Obligation Tax Increment				
Revenue Bonds:				
Series 2000, Valley State Bank Project	2/1/00	695,000	7.00	\$ 419,226
Series 2005, Roeland Park				
Redevelopment LLC Project	2/1/05	4,495,000	4.60-5.75	3,460,000
				<u>\$ 3,879,226</u>
Revenue Bonds:				
Transportation Development District:				
Sales Tax Revenue Bonds, 2005	11/1/05	3,555,000	4.50-5.75	\$ 2,590,000
Sales Tax Revenue Bonds, 2006A	1/1/06	1,090,000	5.875	865,000
Sales Tax Revenue Bonds, 2006B	1/1/06	1,690,000	5.125 - 5.875	1,350,151
				<u>\$ 4,805,151</u>
Capital Lease Obligations:				
Pool	9/1/01	2,673,908	5.10-5.30	\$ 900,000
Street sweeper	9/23/10	212,550	3.84	139,530
Trucks	8/24/11	167,788	2.79	123,100
				<u>\$ 1,162,630</u>

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

Year	Principal	Interest	Total
2014	\$ 1,050,000	\$ 189,293	\$ 1,239,293
2015	1,100,000	168,360	1,268,360
2016	1,085,000	145,058	1,230,058
2017	1,030,000	119,121	1,149,121
2018	1,055,000	101,821	1,156,821
2019 - 2023	2,540,000	269,012	2,809,012
2024 - 2026	535,000	32,990	567,990
Total	<u>\$ 8,395,000</u>	<u>\$ 1,025,655</u>	<u>\$ 9,420,655</u>

City of Roeland Park, Kansas

Notes to Basic Financial Statements

Note 4. Short-Term and 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
2014	\$ 265,000	\$ 213,918	\$ 478,918
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 - 2023	2,109,226	425,096	2,534,322
2024	240,000	13,802	253,802
Total	\$ 3,879,226	\$ 1,354,725	\$ 5,233,951

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
2014	\$ 1,530,151	\$ 790,438	\$ 2,320,589
2015	195,000	201,788	396,788
2016	215,000	191,730	406,730
2017	230,000	179,755	409,755
2018	250,000	166,938	416,938
2019 - 2023	1,580,000	600,467	2,180,467
2024 - 2025	805,000	103,049	908,049
Total	\$ 4,805,151	\$ 2,234,165	\$ 7,039,316

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

Year	Principal	Interest	Total
2014	\$ 229,103	\$ 39,331	\$ 268,434
2015	235,257	32,277	267,534
2016	241,460	25,039	266,499
2017	252,241	17,589	269,830
2018	204,569	7,842	212,411
Total	\$ 1,162,630	\$ 122,078	\$ 1,284,708

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, 2013, the statutory limit for the City was \$20,070,973 providing a debt margin of \$10,513,343. Included in the legal debt margin calculation are outstanding general obligation bonds as of December 31, 2013 of \$8,395,000 and capital lease obligations of \$1,162,630.

City of Roeland Park, Kansas

Notes to Basic Financial Statements

Note 4. Short-Term and 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 the current year, the Boulevard Apartments debt was paid off. Total principal and interest remaining on the Valley State Bank bonds is \$506,901 payable through 2020. For the current year, principal and interest paid and total incremental property tax revenues were \$104,452 and \$211,483, 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, 2013 were \$449,500 and \$996,992, respectively, and are shown as restricted assets in the Bella Roe/Walmart Fund. Total principal and interest remaining on the bonds is \$4,727,050 payable through 2024. For the current year, principal and interest paid and total incremental property tax revenues were \$406,419 and \$397,968, 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, 2013 was \$87,357 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 \$5,109,777. Principal and interest paid for the current year and total TDD #1 sales taxes were \$368,382 and \$274,872, respectively.

City of Roeland Park, Kansas

Notes to Basic Financial Statements

Note 4. Short-Term and 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 balances of the bond reserve fund as of December 31, 2013 was \$2,614 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 \$1,929,539. Principal and interest paid for the current year and total TDD #2 sales taxes were \$154,875 and \$115,754, 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 \$1,350,151 as of December 31, 2013 has been recorded as a liability in the TDD #2 – Lowe's Fund balance sheet as the liability has matured.

Letter of Credit: The City has an irrevocable letter of credit with US Bank, N.A. in the amount of \$4,500,000 which expires May 1, 2014. As of December 31, 2013, there was \$0 borrowed and outstanding against the letter of credit.

Note 5. Transfers

Transfers for the year ended December 31, 2013 consisted of:

	Transfers In	Transfers Out
General Fund	\$ 205,740	\$ 496,245
Debt Service Fund	555,000	-
Special revenue funds, nonmajor governmental funds	8,527	886,740
Capital projects funds, nonmajor governmental funds	613,718	-
	<u>\$ 1,382,985</u>	<u>\$ 1,382,985</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 2013 is 8.94 percent. The City's contributions to KPERS for the years ended December 31, 2013, 2012 and 2011 were \$55,418, \$52,177 and \$45,517, 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 2013 is 17.26 percent. The City contributions to KP&F for the years ended December 31, 2013, 2012 and 2011 were \$152,089, \$123,676 and \$113,847, 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, 2013, 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	\$	16,092
Interest on net OPEB obligation		4,282
Adjustment to annual required contribution		(3,991)
Annual OPEB cost (expense)		16,383
Contributions and payments made		-
Increase in net OPEB obligation		16,383
Net OPEB obligation, beginning of year		85,642
Net OPEB obligation, end of year	\$	102,025

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 2013 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, 2013	\$ 16,383	- %	\$ 102,025
December 31, 2012	15,322	-	85,642
December 31, 2011	26,235	-	70,320

Funded status and funding progress: As of July 1, 2011, the most recent actuarial valuation date, the plan was 0 percent funded. The actuarial accrued liability for benefits was \$98,264 and the actuarial value of assets is none resulting in an unfunded actuarial accrued liability (UAAL) of \$98,264. The covered payroll (annual payroll of active employees covered by the plan) was \$1,550,396 and the ratio of the UAAL to the covered payroll was 6.3 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, 2011 actuarial valuation, projected unit credit method was used. The actuarial assumptions included 5 percent investment rate of return; dental care cost trend rate of 4 percent and 8.5 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 one rental agreement for the rental of land and a tower. Lease revenue of \$61,323 is included in General Fund other revenue. Future minimum rentals under such leases are as follows:

Year ending December 31:

2014	\$	60,074
2015		61,876
2016		63,732
	\$	<u>185,682</u>

Note 9. Fund Balance Deficits

The TDD #2 – Lowe's Debt Service Fund had a fund balance deficit of \$1,318,767. 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.

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	\$ 1,354,933	\$ 459,907	\$ -	\$ 603,407	\$ 2,575,747
Special highway	-	-	-	-	78,034	78,034
Capital expansion and improvements	-	-	-	-	1,118,941	1,118,941
Roeland Park property owners association	-	-	-	-	8,793	8,793
Total restricted	<u>157,500</u>	<u>1,354,933</u>	<u>459,907</u>	<u>-</u>	<u>1,809,175</u>	<u>3,781,515</u>
Committed, capital projects	-	127,000	-	-	-	127,000
Assigned:						
Special law	367	-	-	-	-	367
Equipment/building	-	-	-	-	267,923	267,923
	<u>367</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>267,923</u>	<u>268,290</u>
Unassigned	1,314,949	-	-	(1,318,767)	-	(3,818)
Total fund balances	<u>\$ 1,472,816</u>	<u>\$ 1,481,933</u>	<u>\$ 459,907</u>	<u>\$ (1,318,767)</u>	<u>\$ 2,077,098</u>	<u>\$ 4,172,987</u>

City of Roeland Park, Kansas

Notes to Basic Financial Statements

Note 11. New Governmental Accounting Standards Board (GASB) Standards

As of December 31, 2013, 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.

Management has not yet determined the effect these Statements will have on the City's financial statements.

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]
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
2011	1/1/09	-	130,916	130,916	-	1,378,477	9.5

The information presented in the required supplementary schedules was determined as part of the actuarial valuation date as of July 1, 2011. Additional information follows:

- The cost method used to determine the ARC is the projected unit credit method.
- The actuarial assumptions included 5 percent investment rate of return; dental care cost trend rate of 4 percent and 8.5 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, 2013**

	Budget		Actual	Final Budget to Actual Variance
	Original	Final		
Revenues:				
Taxes	\$ 2,189,078	\$ 2,189,078	\$ 2,212,328	\$ 23,250
Special assessments	5,700	5,700	6,008	308
Intergovernmental	977,600	977,600	1,108,328	130,728
Licenses and permits	137,025	137,025	155,456	18,431
Fines and forfeitures	290,000	290,000	281,099	(8,901)
Interest	300	300	209	(91)
Other	586,164	586,164	613,925	27,761
Total revenues	4,185,867	4,185,867	4,377,353	191,486
Expenditures:				
Current:				
General government	1,663,233	1,663,233	1,721,678	(58,445)
Highway and streets	412,200	412,200	365,068	47,132
Public safety	1,200,072	1,200,072	1,141,180	58,892
Employee benefits	665,000	665,000	599,959	65,041
Debt service:				
Principal retirement	171,000	171,000	171,000	-
Interest and fiscal charges	34,740	34,740	34,740	-
Total expenditures	4,146,245	4,146,245	4,033,625	112,620
Revenues over expenditures	39,622	39,622	343,728	304,106
Other financing sources (uses):				
Transfers in	205,740	205,740	205,740	-
Transfers out	(485,000)	(485,000)	(496,245)	(11,245)
Changes in fund balance	\$ (239,638)	\$ (239,638)	53,223	\$ 292,861
Fund balance, beginning of year			1,419,593	
Fund balance, end of year			\$ 1,472,816	

See Note to Required Supplementary Information.

City of Roeland Park, Kansas

Note to Required Supplementary Information Year Ended December 31, 2012

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.

This page is left blank intentionally.

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.

Fire Insurance Proceeds: Established by ordinance as a procedure for the payment of the proceeds of any insurance policy based upon a covered claim as payment made for damage or loss to a building or other structure, arising out of any fire, explosion or windstorm. The ordinance shall apply onto a covered claim policy in excess of 75 percent of the face value of the policy covering such building or other insured structure.

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.

CARS Roe Blvd: A fund created to improve Roe Boulevard from northern City limits to southern City limits, including, but not limited to, full depth patching, reconstruction and improvements of sidewalks, curbs, gutters and storm drainage drop inlets and pavement marking.

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.

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.

This page is left blank intentionally.

City of Roeland Park, Kansas

**Combining Balance Sheet
Nonmajor Governmental Funds
December 31, 2013**

	Special Revenue			
	Special Highway Fund	Community Center Fund	Old Pool Area Fund	Roeland Park City Hall Property Owners Association Fund
Assets				
Pooled cash	\$ 46,724	\$ 52,498	\$ 336,719	\$ 8,793
Receivables:				
Taxes	-	30,923	46,628	-
Intergovernmental	43,935	-	-	-
Restricted cash	-	-	-	-
Total assets	\$ 90,659	\$ 83,421	\$ 383,347	\$ 8,793
Liabilities				
Accounts payable and accrued liabilities	\$ 12,625	\$ -	\$ 85	\$ -
Deferred inflows of resources				
Unavailable revenue - property taxes	-	-	46,628	-
Fund balances:				
Restricted	78,034	83,421	336,634	8,793
Assigned	-	-	-	-
Total fund balances	78,034	83,421	336,634	8,793
Total liabilities, deferred inflows of resources and fund balances	\$ 90,659	\$ 83,421	\$ 383,347	\$ 8,793

(Continued)

Special Revenue						Capital Projects	
Special Street Fund	Special Infrastructure Fund	McDonald's/Granada Park/City Hall Fund	Fire Insurance Proceeds Fund	CID #1 - Roeland Park Shopping Center Fund	Equipment Reserve Fund		
\$ 207,310	\$ 216,082	\$ 170,570	\$ 14,574	\$ -	\$ 267,923		
123,695	61,847	264,087	-	80,196	-		
-	-	-	-	-	-		
-	-	-	-	324,434	-		
<u>\$ 331,005</u>	<u>\$ 277,929</u>	<u>\$ 434,657</u>	<u>\$ 14,574</u>	<u>\$ 404,630</u>	<u>\$ 267,923</u>		
\$ 26,252	\$ 122,362	\$ -	\$ 14,574	\$ -	\$ -		
-	-	264,087	-	-	-		
304,753	155,567	170,570	-	404,630	-		
-	-	-	-	-	267,923		
<u>304,753</u>	<u>155,567</u>	<u>170,570</u>	<u>-</u>	<u>404,630</u>	<u>267,923</u>		
\$ 331,005	\$ 277,929	\$ 434,657	\$ 14,574	\$ 404,630	\$ 267,923		

City of Roeland Park, Kansas

Combining Balance Sheet (Continued)
Nonmajor Governmental Funds
December 31, 2013

	Debt Service			
	Valley State Bank Fund	Boulevard Apartments Fund	TDD #1 - Price Chopper Fund	Totals
Assets				
Pooled cash	\$ 1,959	\$ 104,878	\$ 24,245	\$ 1,452,275
Receivables:				
Taxes	47,748	113,014	48,334	816,472
Intergovernmental	-	-	-	43,935
Restricted cash	-	-	87,357	411,791
Total assets	\$ 49,707	\$ 217,892	\$ 159,936	\$ 2,724,473
Liabilities				
Accounts payable and accrued liabilities	\$ -	\$ -	\$ -	175,898
Deferred inflows of resources				
Unavailable revenue - property taxes	47,748	113,014	-	471,477
Fund balances:				
Restricted	1,959	104,878	159,936	1,809,175
Assigned	-	-	-	267,923
Total fund balances	1,959	104,878	159,936	2,077,098
Total liabilities, deferred inflows of resources and fund balances	\$ 49,707	\$ 217,892	\$ 159,936	\$ 2,724,473

This page is left blank intentionally.

City of Roeland Park, Kansas

**Combining Statement of Revenues, Expenditures and Changes in
Fund Balances
Nonmajor Governmental Funds
Year Ended December 31, 2013**

	Special Revenue			
	Special Highway Fund	Community Center Fund	Old Pool Area Fund	Roeland Park City Hall Property Owners Association Fund
Revenues:				
Taxes	\$ -	\$ 192,531	\$ 43,100	\$ -
Intergovernmental	188,300	-	-	-
Interest	-	-	-	1
Other	-	-	-	33,847
Total revenues	188,300	192,531	43,100	33,848
Expenditures:				
Current:				
General government	-	-	21,920	32,849
Highways and streets	101,149	-	-	-
Culture and recreation	-	103,377	-	-
Capital outlay	-	-	-	-
Debt service:				
Principal retirement	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total expenditures	101,149	103,377	21,920	32,849
Excess of revenue over (under) expenditures	87,151	89,154	21,180	999
Other financing sources (uses):				
Transfers in	-	-	-	-
Transfers out	(60,000)	(66,000)	-	-
Total other financing sources (uses)	(60,000)	(66,000)	-	-
Changes in fund balances	27,151	23,154	21,180	999
Fund balances (deficits), beginning of year	50,883	60,267	315,454	7,794
Fund balances, end of year	\$ 78,034	\$ 83,421	\$ 336,634	\$ 8,793

(Continued)

Special Revenue					Capital Projects	
Special Street Fund	Special Infrastructure Fund	McDonald's/Granada Park/City Hall Fund	Fire Insurance Proceeds Fund	CID #1 - Roeland Park Shopping Center Fund	Equipment Reserve Fund	
\$ 770,049	\$ 385,025	\$ 263,350	\$ -	\$ 415,927	\$ -	
-	-	-	-	-	-	
-	-	-	-	-	-	
-	-	-	14,574	-	-	
770,049	385,025	263,350	14,574	415,927	-	
-	-	33,833	14,574	19,824	-	
42,485	-	-	-	-	-	
-	-	-	-	-	-	
-	173,999	-	-	-	6,121	
-	-	-	-	-	47,503	
-	-	12,850	-	-	10,466	
42,485	173,999	46,683	14,574	19,824	64,090	
727,564	211,026	216,667	-	396,103	(64,090)	
-	-	-	-	8,527	241,000	
(555,000)	(205,740)	-	-	-	-	
(555,000)	(205,740)	-	-	8,527	241,000	
172,564	5,286	216,667	-	404,630	176,910	
132,189	150,281	(46,097)	-	-	91,013	
\$ 304,753	\$ 155,567	\$ 170,570	\$ -	\$ 404,630	\$ 267,923	

City of Roeland Park, Kansas

**Combining Statement of Revenues, Expenditures and Changes in
Fund Balances (Continued)
Nonmajor Governmental Funds
Year Ended December 31, 2013**

	Capital Projects		Debt Service		
	CARS Roe Blvd Project Fund	Valley State Bank Fund	Boulevard Apartments Fund	TDD #1 - Price Chopper Fund	Totals
Revenues:					
Taxes	\$ -	\$ 45,566	\$ 122,817	\$ 274,872	\$ 2,513,237
Intergovernmental	-	-	-	-	188,300
Interest	-	-	1	24	26
Other	-	-	-	-	48,421
Total revenues	-	45,566	122,818	274,896	2,749,984
Expenditures:					
Current:					
General government	-	750	-	-	123,750
Highways and streets	-	-	-	-	143,634
Culture and recreation	-	-	-	-	103,377
Capital outlay	-	-	-	-	180,120
Debt service:					
Principal retirement	-	4,817	17,001	165,000	234,321
Interest and fiscal charges	5,562	40,433	1,501	209,182	279,994
Total expenditures	5,562	46,000	18,502	374,182	1,065,196
Excess of revenue over (under) expenditures	(5,562)	(434)	104,316	(99,286)	1,684,788
Other financing sources (uses):					
Transfers in	372,718	-	-	-	622,245
Transfers out	-	-	-	-	(886,740)
Total other financing sources (uses)	372,718	-	-	-	(264,495)
Changes in fund balances	367,156	(434)	104,316	(99,286)	1,420,293
Fund balances (deficits), beginning of year	(367,156)	2,393	562	259,222	656,805
Fund balances, end of year	\$ -	\$ 1,959	\$ 104,878	\$ 159,936	\$ 2,077,098

City of Roeland Park, Kansas

**Schedule of Revenues, Expenditures and Changes in Fund Balance -
Budget and Actual - Debt Service Fund
Year Ended December 31, 2013**

	Budget	Actual
Revenues:		
Taxes	\$ 315,250	\$ 278,452
Special assessments	250,591	268,782
Total revenues	565,841	547,234
Expenditures:		
Current, general government	370,000	3,500
Debt service:		
Principal retirement	865,000	865,000
Interest and fiscal charges	181,304	195,596
Total expenditures	1,416,304	1,064,096
Revenues (under) expenditures	(850,463)	(516,862)
Other financing sources (uses):		
Transfers in	925,000	555,000
Transfers out	(50,000)	-
Changes in fund balance	\$ 24,537	38,138
Fund balance, beginning of year		421,769
Fund balance, end of year		\$ 459,907

City of Roeland Park, Kansas

**Schedule of Revenues, Expenditures and Changes in Fund Balance -
Budget and Actual - Special Highway Fund
Year Ended December 31, 2013**

	Budget	Actual
Revenues, intergovernmental	\$ 170,000	\$ 188,300
Expenditures, current, highway and streets	122,770	101,149
Revenues over expenditures	47,230	87,151
Other financing (uses), transfers out	(70,000)	(60,000)
Changes in fund balance	<u>\$ (22,770)</u>	<u>27,151</u>
Fund balance, beginning of year		50,883
Fund balance, end of year		<u>\$ 78,034</u>

City of Roeland Park, Kansas

**Schedule of Revenues, Expenditures and Changes in Fund Balance -
Budget and Actual - Community Center Fund
Year Ended December 31, 2013**

	Budget	Actual
Revenues, taxes	\$ 177,772	\$ 192,531
Expenditures, current, culture and recreation	120,500	103,377
Revenues over expenditures	57,272	89,154
Other financing (uses), transfers out	(85,000)	(66,000)
Changes in fund balance	<u>\$ (27,728)</u>	23,154
Fund balance, beginning of year		60,267
Fund balance, end of year		<u>\$ 83,421</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, 2013

	Budget	Actual
Revenues:		
Interest	\$ -	\$ 1
Other	33,847	33,847
Total revenues	33,847	33,848
Expenditures, current, general government	41,641	32,849
Changes in fund balance	\$ (7,794)	999
Fund balance, beginning of year		7,794
Fund balance, end of year		\$ 8,793

City of Roeland Park, Kansas

**Schedule of Revenues, Expenditures and Changes in Fund Balance -
Budget and Actual - Special Street Fund
Year Ended December 31, 2013**

	Budget	Actual
Revenues, taxes	\$ 720,000	\$ 770,049
Expenditures, current, highways and streets	59,880	42,485
Revenues over expenditures	660,120	727,564
Other financing (uses), transfers out	(555,000)	(555,000)
Changes in fund balance	\$ 105,120	\$ 172,564
Fund balance, beginning of year		132,189
Fund balance, end of year		\$ 304,753

City of Roeland Park, Kansas

**Schedule of Revenues, Expenditures and Changes in Fund Balance -
Budget and Actual - Special Infrastructure Fund
Year Ended December 31, 2013**

	Budget	Actual
Revenues, taxes	\$ 355,000	\$ 385,025
Expenditures, capital outlay	65,000	173,999
Revenues over expenditures	290,000	211,026
Other financing (uses), transfers out	(205,740)	(205,740)
Changes in fund balance	\$ 84,260	5,286
Fund balance, beginning of year		150,281
Fund balance, end of year		\$ 155,567

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, 2013

	Budget	Actual
Revenues, taxes	\$ 220,000	\$ 263,350
Expenditures:		
Current, general government	9,500	33,833
Debt service:		
Principal retirement	150,000	-
Interest and fiscal charges	163,020	12,850
Total expenditures	322,520	46,683
Changes in fund balance	\$ (102,520)	216,667
Fund balance, beginning of year		(46,097)
Fund balance, end of year		\$ 170,570

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, 2013

	Budget	Actual
Revenues, taxes	\$ 375,000	\$ 415,927
Expenditures, current, general government	11,251	19,824
Revenues over expenditures	363,749	396,103
Other financing sources, transfers in	-	8,527
Changes in fund balance	<u>\$ 363,749</u>	<u>404,630</u>
Fund balance, beginning of year		-
Fund balance, end of year		<u>\$ 404,630</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, 2013**

	Budget	Actual
Expenditures:		
Capital outlay	\$ 361,013	\$ 6,121
Debt service:		
Principal retirement	-	47,503
Interest and fiscal charges	-	10,466
Total expenditures	<u>361,013</u>	<u>64,090</u>
Other financing sources, transfers in	270,000	241,000
Changes in fund balance	<u>\$ (91,013)</u>	176,910
Fund balance, beginning of year		91,013
Fund balance, end of year		<u>\$ 267,923</u>

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, 2013

	Budget	Actual
Revenues:		
Taxes	\$ 333,527	\$ 274,872
Interest	-	24
Total revenues	<u>333,527</u>	<u>274,896</u>
Expenditures:		
Debt service:		
Principal retirement	165,000	165,000
Interest and fiscal charges	222,062	209,182
Total expenditures	<u>387,062</u>	<u>374,182</u>
Revenues (under) expenditures	<u><u>\$ (53,535)</u></u>	(99,286)
Fund balance, beginning of year		<u>259,222</u>
Fund balance, end of year		<u><u>\$ 159,936</u></u>

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, 2013**

	Budget	Actual
Revenues:		
Taxes	\$ 130,481	\$ 115,754
Interest	-	6
Total revenues	130,481	115,760
Expenditures:		
Debt service:		
Principal retirement	65,000	1,400,000
Interest and fiscal charges	82,676	49,594
Total expenditures	147,676	1,449,594
Revenues (under) expenditures	\$ (17,195)	(1,333,834)
Fund balance, beginning of year		15,067
Fund balance, end of year		\$ (1,318,767)

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, 2013**

	Budget	Actual
Revenues:		
Taxes	\$ 450,000	\$ 397,968
Interest	27,000	17,680
Total revenues	477,000	415,648
Expenditures:		
Current, general government	94,804	3,150
Debt service:		
Principal retirement	205,000	205,000
Interest and fiscal charges	201,419	201,419
Total expenditures	501,223	409,569
Revenues over (under) expenditures	\$ (24,223)	6,079
Fund balance, beginning of year		1,475,854
Fund balance, end of year		\$ 1,481,933

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, 2013**

	Budget	Actual
Revenues, taxes	\$ 50,000	\$ 45,566
Expenditures:		
Current, general government	2,500	750
Debt service:		
Principal retirement	49,893	4,817
Interest and fiscal charges	-	40,433
Total expenditures	52,393	46,000
Changes in fund balance	\$ (2,393)	(434)
Fund balance, beginning of year		2,393
Fund balance, end of year		\$ 1,959

City of Roeland Park, Kansas

**Schedule of Revenues, Expenditures and Changes in Fund Balance -
Budget and Actual - Boulevard Apartments Fund
Year Ended December 31, 2013**

	Budget	Actual
Revenues:		
Taxes	\$ 95,000	\$ 122,817
Interest	-	1
Total revenues	<u>95,000</u>	<u>122,818</u>
Expenditures:		
Debt service:		
Principal retirement	18,501	17,001
Interest and fiscal charges	4,198	1,501
Total expenditures	<u>22,699</u>	<u>18,502</u>
Changes in fund balance	<u><u>\$ 72,301</u></u>	104,316
Fund balance, beginning of year		562
Fund balance, end of year		<u><u>\$ 104,878</u></u>

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, 2013

	Budget	Actual
Revenues, taxes	\$ 42,000	\$ 43,100
Expenditures, current, general government	22,000	21,920
Changes in fund balance	<u><u>\$ 20,000</u></u>	<u>21,180</u>
Fund balance, beginning of year		<u>315,454</u>
Fund balance, end of year		<u><u>\$ 336,634</u></u>

City of Roeland Park, Kansas

Schedule of Capital Assets by Source

December 31, 2013

(With Comparative Totals as of December 31, 2012)

	2013	2012
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	26,160,922	26,160,922
Machinery and equipment	1,622,490	1,622,490
	\$ 33,733,372	\$ 33,591,777
Investment in capital assets from:		
General Fund revenues	\$ 4,483,588	\$ 4,483,588
Special revenue funds revenues	5,402,274	5,260,679
Debt Service Fund revenues	11,336,896	11,336,896
Capital projects funds revenues	12,510,614	12,510,614
	\$ 33,733,372	\$ 33,591,777

City of Roeland Park, Kansas

**Schedule of Capital Assets by Function and Activity
December 31, 2013**

Function and Activity	Land	Artwork	Construction- in-Progress	Buildings	Improvements Other Than Buildings and Infrastructure	Machinery and Equipment	Total
Highways and streets	\$ 323,802	\$ -	\$ 141,595	\$ 131,303	\$ 23,778,386	\$ 876,997	\$ 25,252,083
Public safety	-	-	-	-	12,605	389,592	402,197
Culture and recreation	1,112	12,620	-	2,860,000	718,371	30,345	3,622,448
General government	1,071,358	-	-	1,408,170	1,651,560	325,556	4,456,644
Total capital assets	\$ 1,396,272	\$ 12,620	\$ 141,595	\$ 4,399,473	\$ 26,160,922	\$ 1,622,490	\$ 33,733,372

City of Roeland Park, Kansas

**Schedule of Changes in Capital Assets by Function and Activity
Year Ended December 31, 2013**

Function and Activity	Capital Assets December 31, 2012	Additions	Deductions	Capital Assets December 31, 2013
General government	\$ 4,456,644	\$ -	\$ -	\$ 4,456,644
Public safety	402,197	-	-	402,197
Culture and recreation	3,622,448	-	-	3,622,448
Highways and streets	25,110,488	141,595	-	25,252,083
Total capital assets	\$ 33,591,777	\$ 141,595	\$ -	\$ 33,733,372

STATISTICAL SECTION

This page is left blank intentionally.

City of Roeland Park

Supplemental Statistical Section 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.

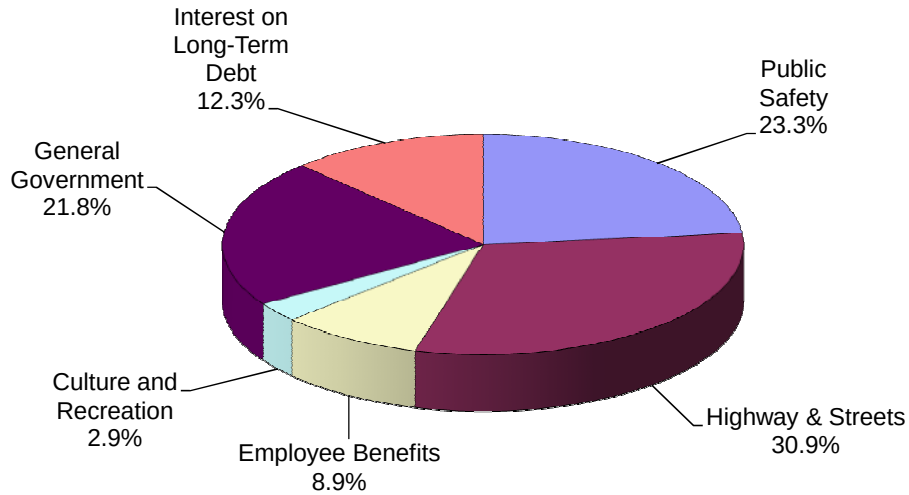
Contents	Table	Page
Government-Wide Expenses by Function	1	66
Government-Wide Revenues	2	67
General Governmental Expenditures by Function	3	68
General Governmental Revenues by Function	4	69
Tax Revenues by Source	5	70
Property Tax Levies and Collections	6	71
Property Tax Rates - Direct and Overlapping Governments	7	72
Special Assessment Billings and Collections	8	73
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
2004	\$ 953,159	\$ 414,810	\$ 483,746	\$ 123,156	\$ 1,486,276	\$ 427,273	\$ 3,888,420
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

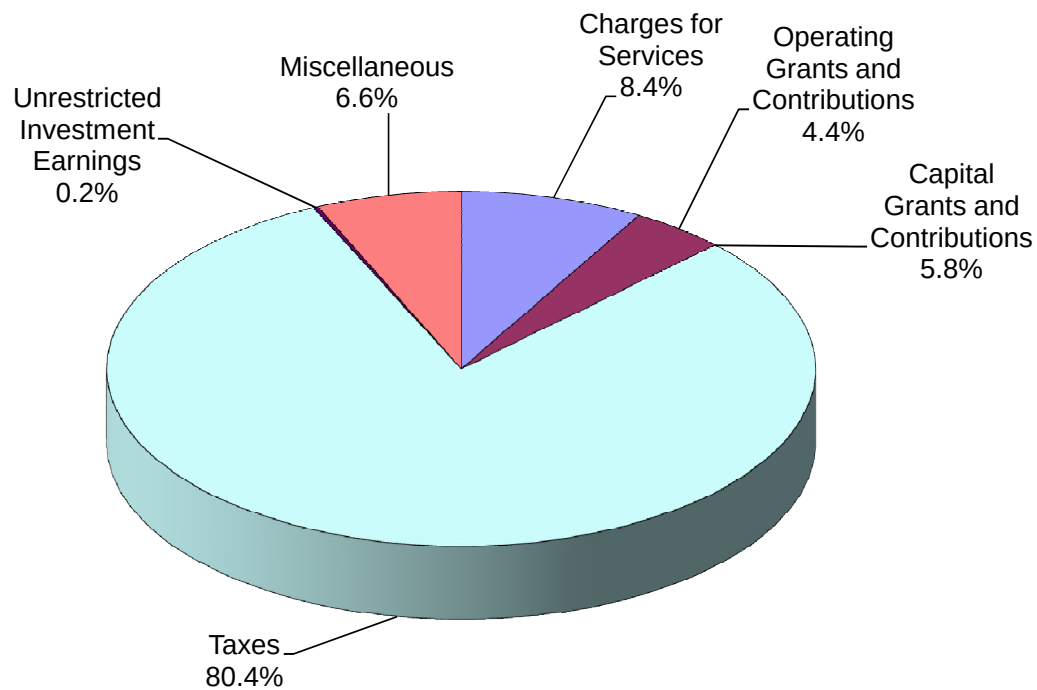
**Expenses and Charges for Services -
Government-Type Activities 2013**



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	
2004	\$ 935,976	\$ -	\$ -	\$ 4,938,321	\$ 67,604	\$ -	\$ 316,439	\$ 6,258,340
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

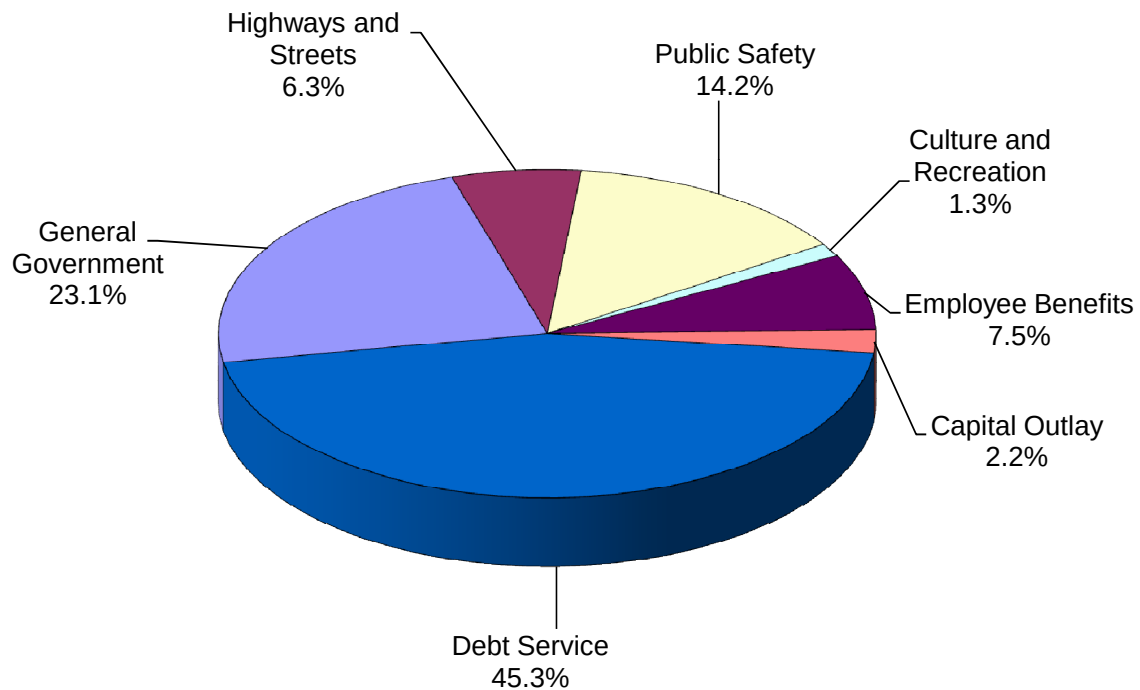
Revenue by Source - Government Activities - 2013



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
2004	\$ 1,382,367	\$ 994,240	\$ 919,115	\$ 54,429	\$ 483,746	\$ 1,504,976	\$ 3,376,322	\$ 8,715,195
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

**General Governmental Expenditures
by Function for 2013**



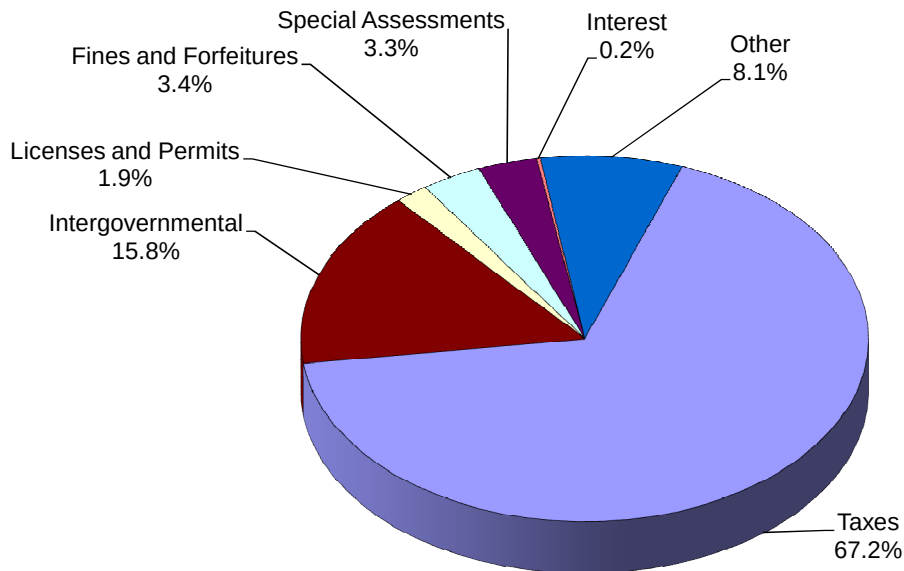
(1) Includes General, Special Revenue, Debt Service and Capital Project Funds

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
2004	\$ 2,193,219	\$ 2,747,213	\$ 142,688	\$ 325,974	\$ 56,256	\$ 67,604	\$ 711,926	\$ 6,244,880
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

(1) Includes General, Special Revenue, Debt Service and Capital Project Funds

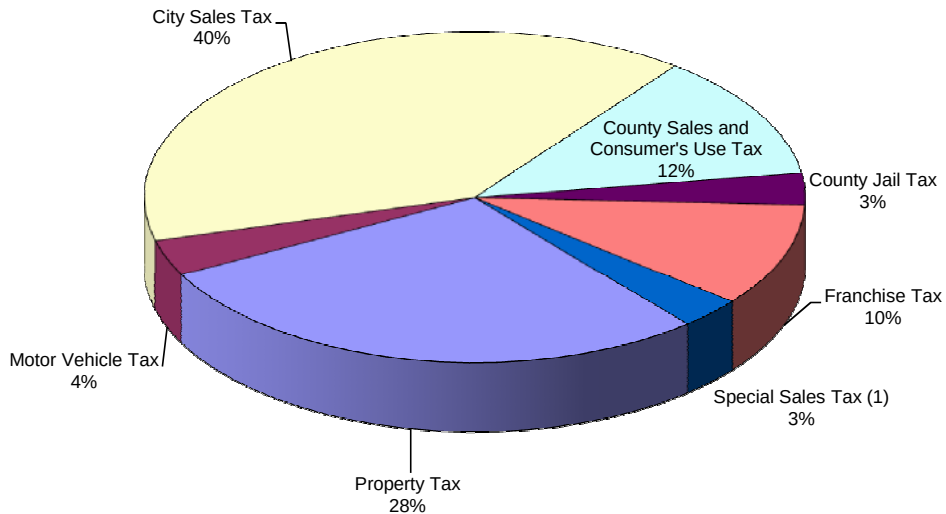
**General Governmental Revenues
by Source for 2013**



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 Tax	County Sales and Consumer's Use Tax	County Jail Tax	Franchise Tax	Special Sales Tax (1)	Total
2004	\$ 1,648,767	\$ 157,060	\$ 1,262,745	\$ 624,370	\$ 154,807	\$ 414,945	\$ 154,807	\$ 4,417,501
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

**Tax Revenues
By Source for 2013**

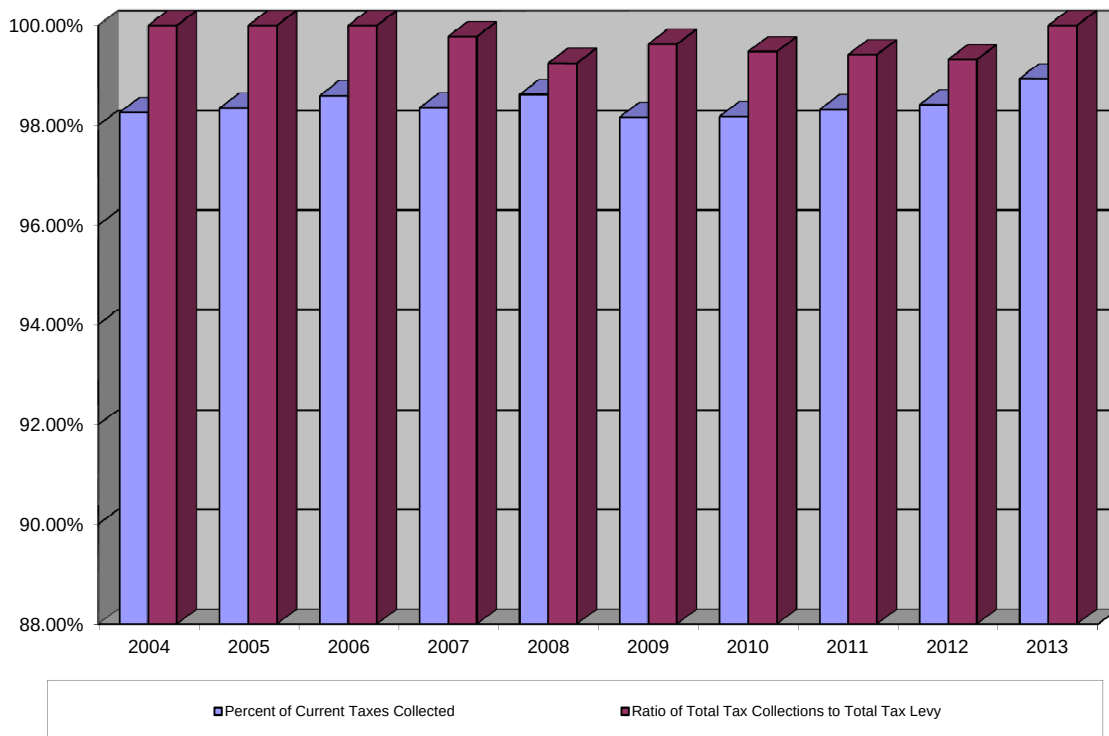


(1) 2004-2008 School Sales Tax, in 2009 changed to Safety Sales Tax

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
2004	\$ 1,137,585	\$ 1,117,758	98.26%	\$ 25,427	\$ 1,143,185	100.49%	\$ 19,827	1.74%
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%

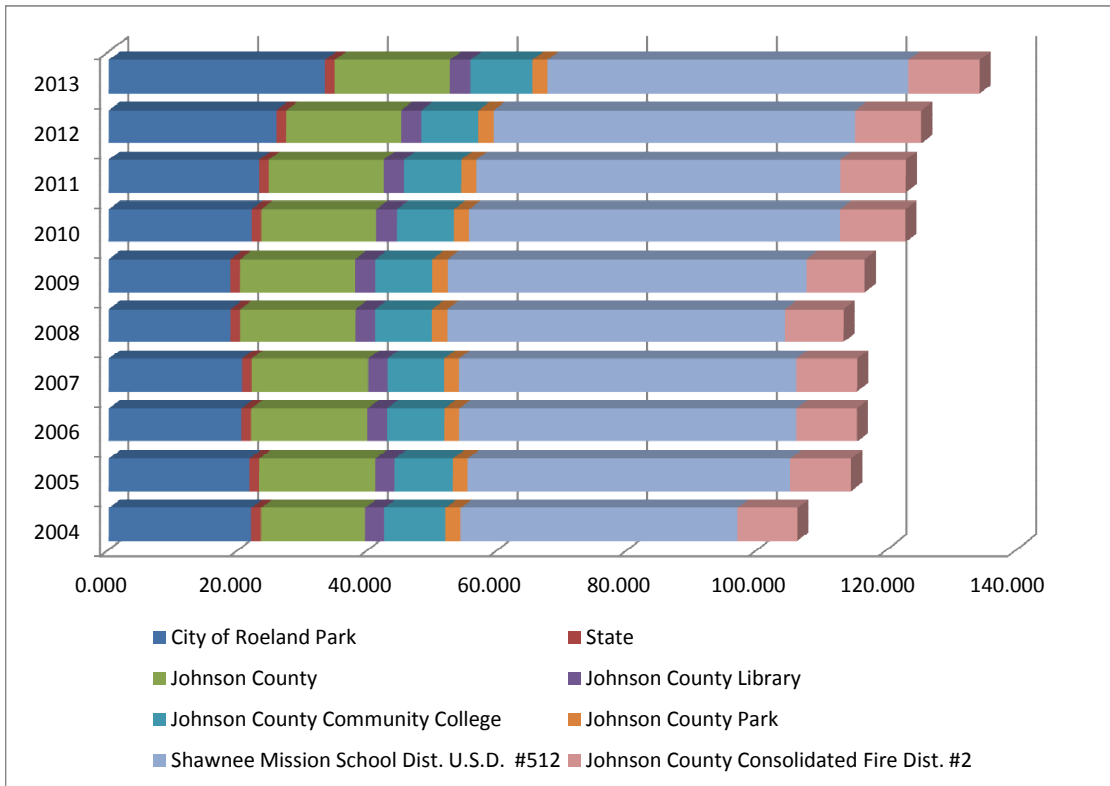
Tax Levies and Tax Collections



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)

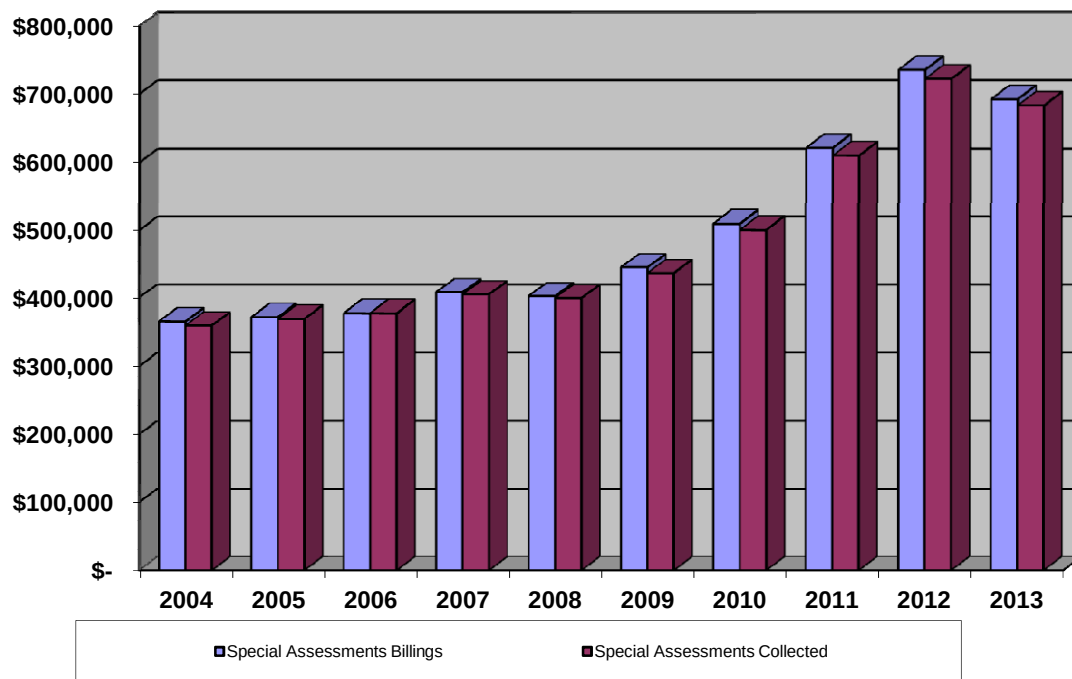
Mill Levy Year	City of Roeland Park	State	Johnson County	Johnson County Library	Johnson County Community College	Johnson County Park	Shawnee Mission School Dist. U.S.D. #512	Johnson County Consolidated Fire Dist. #2	Total
2004	21.981	1.500	16.041	2.956	9.438	2.367	42.655	9.241	106.179
2005	21.719	1.500	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



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
2004	\$ 365,295	\$ 359,187
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

Special Assessment Billings and Collections



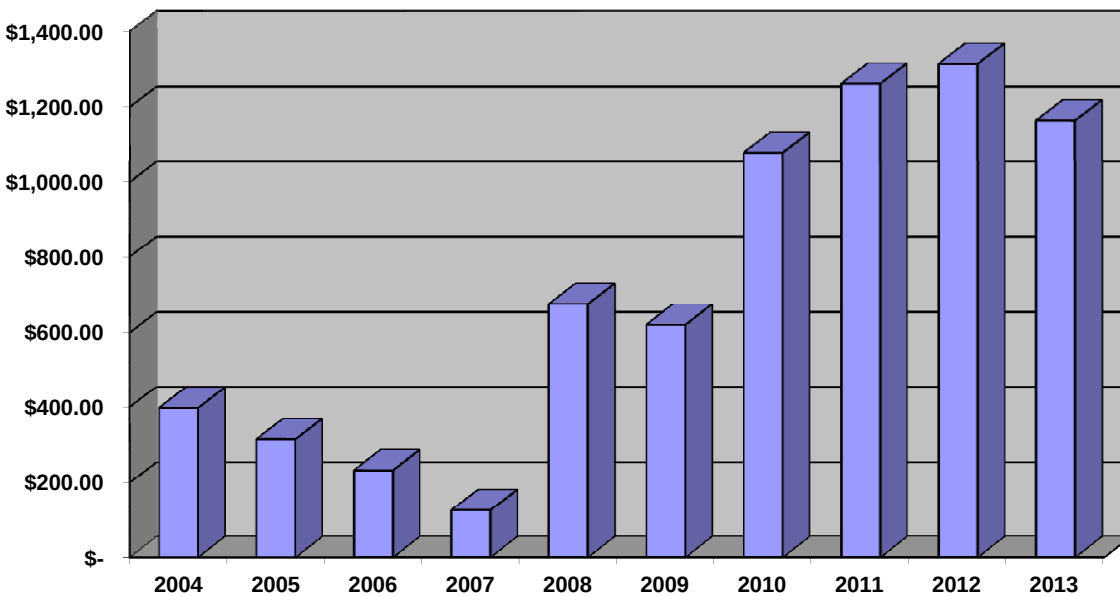
NOTE: Levy is for the tax year prior to the year of collection; e.g., 2009 is tax year 2008

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
2004	7075	\$ 57,757,838	\$ 2,940,000	\$ 129,805	\$ 2,810,195	4.9%	\$ 397.20
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

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		
	2004	2005	2006
Governmental activities:			
Net investment in capital assets	\$ (585,683)	\$ 1,066,431	\$ 3,242,771
Restricted	255,627	2,819,252	3,445,579
Unrestricted (deficit)	1,494,008	(7,883,808)	(9,008,954)
Total governmental activities net position	\$ (3,998,125)	\$ (3,998,125)	\$ (2,320,604)
Primary government:			
Net investment in capital assets	\$ (585,683)	\$ 1,066,431	\$ 3,242,771
Restricted	255,627	2,819,252	3,445,579
Unrestricted (deficit)	1,494,008	(7,883,808)	(9,008,954)
Total primary government net position	\$ 1,163,952	\$ (3,998,125)	\$ (2,320,604)

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						
2007	2008	2009	2010	2011	2012	2013
\$ 6,684,065	\$ 8,659,121	\$ 12,336,193	\$ 13,455,476	\$ 13,442,965	\$ 14,387,590	\$ 14,000,008
3,481,896	3,362,134	3,115,716	2,987,693	1,846,236	1,262,832	2,083,763
(9,556,205)	(9,181,115)	(9,840,614)	(7,983,630)	(4,445,145)	(3,748,931)	(3,040,705)
\$ 609,756	\$ 2,840,140	\$ 5,611,295	\$ 8,459,539	\$ 10,844,056	\$ 11,901,491	\$ 13,043,066
\$ 6,684,065	\$ 8,659,121	\$ 12,336,193	\$ 13,455,476	\$ 13,442,965	\$ 14,387,590	\$ 14,000,008
3,481,896	3,362,134	3,115,716	2,987,693	1,846,236	1,262,832	2,083,763
(9,556,205)	(9,181,115)	(9,840,614)	(7,983,630)	(4,445,145)	(3,748,931)	(3,043,705)
\$ 609,756	\$ 2,840,140	\$ 5,611,295	\$ 8,459,539	\$ 10,844,056	\$ 11,901,491	\$ 13,040,066

City of Roeland Park

Changes In Net Position Last Ten Fiscal Years (accrual basis of accounting) (Unaudited)

	Fiscal Year		
	2004	2005	2006
Expenses:			
Governmental activities:			
General government	\$ 1,486,276	\$ 8,611,309	\$ 4,458,665
Highway & Streets	414,810	785,531	971,684
Public safety	953,159	1,100,107	1,486,533
Culture and recreation	123,156	144,551	179,246
Employee Benefits	483,746	539,977	***
Interest on long-term debt	427,273	626,826	1,151,443
Total governmental activities expenses	3,888,420	11,808,301	8,247,571
Total primary government expenses	3,888,420	11,808,301	8,247,571
Program revenue:			
Governmental activities:			
Charges for services:			
General government	537,055	324,763	261,903
Highway and streets	56,256	59,493	-
Public safety	342,665	286,691	298,827
Culture and recreation	-	-	4,310
Operating grants and contributions:			
General government	-	-	-
Highway and streets	-	-	1,413,736
Public safety	-	-	1,227
Culture and recreation	-	-	100,000
Capital grants and contributions, highways and streets			1,371,239
Total governmental activities program revenue	935,976	670,947	3,451,242
Total primary government program revenues	935,976	670,947	3,451,242
Net (expense) revenue:			
Governmental activities	(2,952,444)	(11,137,354)	(4,796,329)
Total primary government net expense	(2,952,444)	(11,137,354)	(4,796,329)
General revenues and other changes in net position:			
Governmental activities:			
Taxes:			
Property taxes	1,648,767	1,772,230	1,405,371
Sales and use taxes	*	*	3,587,696
County jail taxes	*	*	155,924
Franchise taxes	*	*	446,130
Intergovernment	2,745,102	2,277,840	**
Other taxes	544,452	1,377,243	**
Investment earnings	67,604	161,117	472,195
Miscellaneous	316,439	386,847	406,534
Gain on disposal of capital Assets	-	-	-
Total governmental activities	5,322,364	5,975,277	6,473,850
Total primary government	5,322,364	5,975,277	6,473,850
Changes in net position:			
Governmental activities	2,369,920	(5,162,077)	1,677,521
Total primary government	\$ 2,369,920	\$ (5,162,077)	\$ 1,677,521

* 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						
2007	2008	2009	2010	2011	2012	2013
\$ 2,452,942	\$ 2,145,402	\$ 1,984,797	\$ 2,635,337	\$ 2,015,395	\$ 2,015,841	\$ 2,080,869
1,282,612	1,498,495	1,977,515	1,918,971	2,052,826	1,950,919	2,095,342
1,583,568	1,670,306	1,659,009	1,613,703	1,599,006	1,628,167	1,583,758
157,134	172,434	143,537	148,485	136,601	184,096	196,798
***	***	***	***	***	***	***
1,084,725	1,100,260	1,141,986	1,013,861	935,023	924,701	833,048
6,560,981	6,586,897	6,906,844	7,330,357	6,738,851	6,703,724	6,789,815
6,560,981	6,586,897	6,906,844	7,330,357	6,738,851	6,703,724	6,789,815
263,879	241,575	259,639	280,817	328,111	138,559	313,360
-	621,446	-	245,419	149,120	-	-
355,306	328,304	320,211	1,423,411	1,606,500	273,716	348,958
3,325	2,896	-	-	-	-	-
-	-	-	-	-	163,000	440
1,134,609	893,035	353,813	385,566	273,711	372,553	344,749
-	-	1,233	13,840	-	-	-
-	-	-	-	-	-	-
1,081,185	262,237	2,766,672	1,955,710	524,531	312,757	-
2,838,304	2,349,493	3,701,568	4,304,763	2,881,973	1,260,585	1,007,507
2,838,304	2,349,493	3,701,568	4,304,763	2,881,973	1,260,585	1,007,507
(3,722,677)	(4,237,404)	(3,205,276)	(3,025,594)	(3,856,878)	(5,443,139)	(5,782,308)
(3,722,677)	(4,237,404)	(3,205,276)	(3,025,594)	(3,856,878)	(5,443,139)	(5,782,308)
1,193,601	1,217,707	1,115,109	1,079,867	1,240,389	1,268,477	1,385,532
3,931,194	4,040,997	3,780,438	3,566,909	3,628,968	3,729,866	4,351,538
150,285	141,087	124,833	117,736	139,554	142,136	149,409
471,427	486,913	485,644	505,688	504,815	488,483	493,139
**	**	**	**	**	-	-
**	**	**	**	**	-	-
439,638	178,114	49,796	62,401	71,599	21,642	17,921
466,892	402,970	420,611	541,237	656,070	581,845	526,344
-	-	-	-	-	683,143	-
6,653,037	6,467,788	5,976,431	5,873,838	6,241,395	6,915,592	6,923,883
6,653,037	6,467,788	5,976,431	5,873,838	6,241,395	6,915,592	6,923,883
2,930,360	2,230,384	2,771,155	2,848,244	2,384,517	1,472,453	1,141,575
\$ 2,930,360	\$ 2,230,384	\$ 2,771,155	\$ 2,848,244	\$ 2,384,517	\$ 1,472,453	\$ 1,141,575

City of Roeland Park

**Fund Balances, Governmental Funds
Last Ten Fiscal Years
(modified accrual basis of accounting)
(Unaudited)**

	Fiscal Year		
	2004	2005	2006
General Fund:			
Nonspendable	\$ -	\$ -	\$ -
Restricted	-	-	-
Committed	-	-	-
Assigned	-	-	-
Unassigned	-	-	-
Reserved	255,627	253,471	399,859
Unreserved	708,251	951,720	935,930
Total General Fund	\$ 963,878	\$ 1,205,191	\$ 1,335,789
All Other Governmental Funds:			
Nonspendable	\$ -	\$ -	\$ -
Restricted	-	-	-
Committed	-	-	-
Assigned	-	-	-
Unassigned	-	-	-
Reserved	129,805	1,484,714	2,190,909
Unreserved, reported in:			
Special revenue funds	867,550	987,500	1,145,067
Debt service funds	-	-	-
Capital projects funds	(465,217)	(1,242,233)	(3,650,852)
Total all other government funds	\$ 532,138	\$ 1,229,981	\$ (314,876)

GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, implemented in Fiscal Year 2011

Fiscal Year						
2007	2008	2009	2010	2011	2012	2013
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	-	-	157,500	166,027	157,500
-	-	-	-	-	-	-
-	-	-	-	21,522	367	367
-	-	-	-	404,462	1,253,199	1,314,949
253,690	251,721	258,410	179,022	-	-	-
966,376	728,708	320,523	230,883	-	-	-
\$ 1,220,066	\$ 980,429	\$ 578,933	\$ 409,905	\$ 583,484	\$ 1,419,593	\$ 1,472,816

\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	-	-	3,236,959	2,764,735	3,624,015
-	-	-	-	127,000	127,000	127,000
-	-	-	-	-	91,013	267,923
-	-	-	-	(50,271)	(413,253)	(1,318,767)
2,106,262	7,917,013	7,342,112	2,827,013	-	-	-
1,706,745	1,230,075	1,116,629	1,089,663	-	-	-
-	-	116,511	55,848	-	-	-
(5,422,364)	(6,163,469)	(9,316,611)	(3,427,335)	-	-	-
\$ (1,609,357)	\$ 2,983,619	\$ (3,182,885)	\$ 545,189	\$ 3,313,688	\$ 2,569,495	\$ 2,700,171

City of Roeland Park

Changes In Fund Balances, Governmental Funds

Last Ten Fiscal Years

(modified accrual basis of accounting)

(Unaudited)

	Fiscal Year		
	2004	2005	2006
Revenues:			
Taxes	2,193,219	3,149,473	4,518,414
Special Assessments	56,256	59,493	58,371
Intergovernmental	2,747,213	2,213,506	2,751,694
Licenses and Permits	142,688	169,556	156,820
Fines and Forfeitures	325,974	286,691	297,424
Interest	67,604	161,117	472,195
Other	711,926	542,054	503,410
Total revenues	6,244,880	6,581,890	8,758,328
Expenditures:			
General government	1,382,367	8,531,899	4,242,127
Highways and streets	994,240	672,954	989,813
Public Safety	919,115	1,088,427	1,091,294
Culture and recreation	54,429	68,668	97,997
Employee Benefits	483,746	539,977	619,849
Capital Outlay	1,504,976	1,718,214	3,786,698
Debt Service:			
Principal retirement	2,895,944	912,563	944,625
Interest and fiscal Charges	480,378	486,060	1,109,618
Issuance costs	-	298,479	108,796
Total expenditures	8,715,195	14,317,241	12,990,817
Excess of revenues (under) expenditures	(2,470,315)	(7,735,351)	(4,232,489)
Other financing sources (uses):			
Capital Lease Obligations	136,953	27,106	-
Issuance of certificates of participation	-	700,000	-
Issuance of long-term Debt	-	-	2,837,984
Issuance of Long-term Refunding Debt	-	-	-
Payment to refunded bond escrow agent	-	-	-
Transfers in	808,190	567,541	786,795
Transfers out	(808,190)	(567,541)	(786,795)
Proceeds from sale of assets			
Issuance of bonds	2,060,000	8,050,000	-
Premium on bonds	15,096	-	-
Discount on bonds	-	(102,599)	(19,754)
Total other financing sources (uses)	2,212,049	8,674,507	2,818,230
Net changes in fund balance	\$ (258,266)	\$ 939,156	\$ (1,414,259)
Debt service as a percentage of noncapital expenditures	47%	13%	24%

Fiscal Year						
2007	2008	2009	2010	2011	2012	2013
4,879,899	5,072,612	4,781,852	4,574,437	4,685,496	4,799,321	5,517,739
68,656	56,909	76,330	322,381	295,374	303,366	274,790
4,202,787	1,907,675	3,814,553	2,990,032	1,647,894	1,556,514	1,296,628
156,152	147,990	131,477	135,627	125,226	136,320	155,456
354,062	326,038	338,502	335,526	285,711	221,046	281,099
439,638	178,114	49,796	62,401	71,599	21,642	17,921
584,243	500,917	519,727	601,786	739,799	714,493	662,346
10,685,437	8,190,255	9,712,237	9,022,190	7,851,099	7,752,702	8,205,979
2,299,427	1,943,701	1,811,515	1,894,423	1,944,844	3,387,176	1,852,078
807,707	1,035,974	1,124,513	1,076,574	559,475	522,275	508,702
1,164,536	1,193,771	1,202,635	1,177,174	1,114,836	1,165,306	1,141,180
105,686	87,800	59,549	64,497	146,941	90,675	103,377
662,098	697,081	748,170	697,445	640,757	663,741	599,959
4,523,237	1,072,858	6,718,722	3,806,144	530,099	1,175,008	180,120
1,543,464	964,519	1,068,359	1,756,419	1,289,914	1,550,334	2,875,321
1,077,333	979,709	1,149,558	1,007,374	921,373	817,222	761,343
-	47,152	-	36,363	49,374	154,892	-
12,183,488	8,022,565	13,883,021	11,516,413	7,197,613	9,526,629	8,022,080
(1,498,051)	167,690	(4,170,784)	(2,494,223)	653,486	(1,773,927)	183,899
-	-	-	-	-	-	-
-	-	-	-	-	-	-
41,809	4,185,000	44,310	3,583,243	2,257,788	973,500	-
-	-	-	-	-	1,976,500	-
-	-	-	-	-	(1,916,485)	-
634,390	1,594,726	818,625	683,721	335,249	1,636,546	1,382,985
(634,390)	(1,594,726)	(818,625)	(683,721)	(335,249)	(1,636,546)	(1,382,985)
46,038	649	-	28,500	18,916	832,328	-
-	-	-	-	-	-	-
-	-	-	-	11,888	-	-
-	-	-	-	-	-	-
87,847	4,185,649	44,310	3,611,743	2,288,592	1,865,843	-
\$ (1,410,204)	\$ 4,353,339	\$ (4,126,474)	\$ 1,117,520	\$ 2,942,078	\$ 91,916	\$ 183,899
34%	29%	31%	36%	34%	30%	46%

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
2004	\$ 1,648,767	\$ 2,041,922	\$ 154,807	\$ 414,945	\$ 4,260,441
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
Change					
2004-2013	(263,235)	2,309,616	(5,398)	78,194	2,119,177

Source: City records.

*Certain reclassifications were made to recategorized Property Tax Revenues beginning in 2006

City of Roeland Park

Principal Taxpayers (Roeland Park) Current Year and Ten Years Ago (Unaudited)

Taxpayer	2013			2003		
	Assessed Valuation	Rank	Percentage of Total Assessed Valuation	Assessed Valuation	Rank	Percentage of Total Assessed Valuation
TMM ROELAND PARK CENTER, LLC	2,239,687	1	3.78%	*	*	*
BOULEVARD APARTMENTS, LLC	1,815,390	2	3.06%	*	*	*
BELLA ROE LOTS 2, 3 AND 6 07	1,777,721	3	3.00%	*	*	*
BELLA ROE LOTS 1 AND 4 07 A	1,583,865	4	2.67%	*	*	*
WALGREEN CO.	566,491	5	0.96%	579,251	6	1.06%
ALDI INC.	473,168	6	0.80%	*	*	*
MEREDITH PROPERTIES, INC.	347,728	7	0.59%	*	*	*
JL GROUP HOLDINGS I, LLC	291,750	8	0.49%	*	*	*
MISSION BANK (THE)	287,751	9	0.49%	*	*	*
ROE MARKETPLACE, LLC	283,750	10	0.48%	415,425	8	0.76%

Source:

City of Roeland Park CAFR 2003

* Not a Taxpayer in 2003

City of Roeland Park

Principal Sales Tax Industries

Current Year

(Unaudited)

Industry Type (NAICS)	Percentage of Total City Sales Tax Revenues
Department Stores	25.36%
Supermarkets and Other Grocery (except Convenience) Stores	22.86%
Home Centers	16.49%
Carryout restaurants	9.17%
Other Electric Power Generation	4.00%
Convenience food with gasoline stations	2.44%
Natural Gas Distribution	1.95%
Audio equipment stores (except automotive)	1.78%
Pharmacies and Drug Stores	1.70%
Full Service Restaurants	1.64%
Total Percentage of Sales Tax Revenues	87.4%

Sources: Sales Tax Records, State of Kansas (NAICS Codes)

This page is left blank intentionally.

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
2004	\$2,940,000	\$ 1,151,954	\$ 400,000	\$ -	\$ -
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	8,405,039	3,853,859	-	4,761,211	-

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
\$	2,462,312	\$ 6,954,266	30.10%	983
	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

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			
2004	\$ 2,940,000	\$ 129,805	\$ 2,810,195	4.9%	\$ 397	12.0%
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	8,405,039	459,907	7,945,132	13.4%	\$ 1,166	23.8%

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, 2013 (Unaudited)

Governmental Unit	Debt Outstanding	Estimated Percentage Applicable	Estimated Share of Overlapping Debt
Johnson County (1)	290,901,090	0.79%	\$ 2,298,119
Johnson County Consolidated Fire District #2 (2)	900,000	8.35%	75,150
Johnson County Parks and Recreation (2)	2,660,000	0.79%	21,014
Shawnee Mission School Dist. - U.S.D. #512 (2)	193,790,000	2.09%	4,050,211
Water District #1 of Johnson County (3)	213,400,000	2.10%	4,481,400
Subtotal, overlapping debt			\$ 10,925,894
City Direct Debt			18,182,739
Total direct and overlapping debt			\$ 29,108,633

Sources: Johnson County, Department of Records and Tax Administration
Water District No. 1

(1) Data as of September 1, 2013

(2) Data as of June 30, 2013

(3) Data as of December 31, 2013

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)

	2004	2005	2006	2007
Debt limit	\$ 19,770,599	\$ 20,366,682	\$ 21,476,321	\$ 21,203,471
Total net debt applicable to limit	6,862,312	11,732,368	12,600,352	11,732,368
Legal debt margin	\$ 12,908,287	\$ 8,634,314	\$ 8,875,969	\$ 9,471,103
Total net debt applicable to the limit as a percentage of debt limit	34.71%	57.61%	58.67%	55.33%

Source: City Records

Legal Debt Margin Calculation for Fiscal Year 2013

Assessed value **\$ 66,903,244**

Debt limit (30% of assessed value) **20,070,973**

Debt applicable to limit:

General obligation bonds **8,405,039**

Temporary Notes **-**

Certificates of Participation **-**

Capital Leases **1,162,630**

Total net debt applicable to limit **9,567,669**

Legal debt margin **\$ 10,503,304**

2008	2009	2010	2011	2012	2013
\$ 21,097,420	\$ 21,991,649	\$ 21,293,651	\$ 20,807,621	\$ 20,327,553	\$ 20,070,973
12,580,262	12,731,443	11,907,243	10,513,570	11,501,333	9,567,669
\$ 8,517,158	\$ 9,260,206	\$ 9,386,408	\$ 10,294,051	\$ 8,826,220	\$ 10,503,304
59.63%	57.89%	55.92%	50.53%	56.58%	47.67%

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	
2004	-	-	-	-
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

Revenue Bonds				
Funding Source: Revenues and Interest Earnings				
Fiscal Year	Revenue Bonds	Debt Service		Coverage
		Principal	Interest	
2004	-	65,000	23,751	-
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	-	-	-	-

Tax Increment Bonds				
Funding Source: Tax Increment Revenues and Interest Earnings				
Fiscal Year	Tax Increment	Debt Service		Coverage
		Principal	Interest	
2004	177,637	51,030	125,970	1.00
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

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)
2004	7,075	\$ 46,443	\$ 23,104,730	36.20	407	4.3%
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%

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) Johnson County Economic Research (CERI) for Johnson County as a whole (as information specific to the City is not available).

* Data Not Available

City of Roeland Park

**Principal Employers (Johnson County)
Current Year and Ten Years Ago
(Unaudited)**

Employer	2014			2004		
	Employees in County	Rank	Percentage of Total County Employment	Employees in County (1)	Rank	Percentage of Total County Employment
Cerner Corporation	9,289	1	7.14%	*	*	*
Sprint Corp.	7,500	2	5.77%	*	*	*
AT&T Corp.-Mission	3,822	3	2.94%	*	*	*
Ford Motor Company	3,800	4	2.92%	*	*	*
Olathe School District	3,713	5	2.86%	*	*	*
Johnson County, KS	3,531	6	2.72%	*	*	*
UnitedHealth Group	3,500	7	2.69%	*	*	*
Black & Veatch	3,217	8	2.47%	*	*	*
Blue Valley School District	2,804	9	2.16%	*	*	*
Garmin International, Inc.	2,700	10	2.08%	*	*	*

Source:

ThinkKC Regional Employers, Johnson County KS 4/29/2014

* Data Not Available

This page is left blank intentionally.

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			
	2013	2012	2011	2010
General Government:				
City Administrator	1	1	1	1
City Clerk	1	1	1	1
Personnel	2	2	2	2
Building Safety	1	1	1	2
Police:				
Officers	17	17	17	17
Public Works:				
Administration	1	1	1	1
Street Maintenance	5	4	5	5
Street Sweeping	1	1	1	1
Total	29	28	29	30

Source: City Records

Full-Time Equivalent Employees as of December 31					
2009	2008	2007	2006	2005	2004
1	1	1	1	1	1
1	1	1	1	1	1
2	2	2	2	2	2
2	2	2	2	2	2
18	18	18	18	20	20
1	1	1	1	1	1
5	5	5	5	4	4
1	1	1	1	1	1
31	31	31	31	32	32

City of Roeland Park

Operating Indicators By Function/Program Last Ten Fiscal Years (Unaudited)

Function/Program	Calendar Year			
	2004	2005	2006	2007
Police:				
Adult arrest	428	498	428	589
Speeding citations only	1,262	763	781	836
Traffic citations	3,693	3,253	5,161	5,632
Building Safety:				
Total building permits	358	427	429	474
Total value all permits	\$ 10,861,333	\$ 9,261,776	\$ 11,682,007	\$ 4,215,977

Source: City Records

Note: ** Indicator not available

* Data Not Available prior to 1997

Calendar Year					
2008	2009	2010	2011	2012	2013
429	400	383	281	362	315
310	279	336	365	430	305
2,665	2,853	2,915	2,240	3,374	2,281
496	475	441	388	433	487
\$ 3,103,909	\$ 2,703,038	\$ 2,092,406	\$ 2,107,123	\$ 4,111,694	\$ 3,119,141

City of Roeland Park

Capital Asset Statistics By Function/Program

Last Ten Fiscal Years

(Unaudited)

Function/Program	2004	2005	2006	2007	2008	2009
Public Works:						
Number of Streetlights	676	676	676	609	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	15
Parks	6	6	6	6	6	6
Tennis Courts	2	1	1	1	1	1
Swimming pools	1	1	1	1	1	1
Parks with Playground Equipment	2	2	2	2	2	2
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

2010	2011	2012	2013
596	596	596	595
35.1	35.1	35.1	35.1
1	1	1	1
18	18	13	13
8	9	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

This page is left blank intentionally.

Item Number: REPORTS OF COMMITTEES:- II.-2.

Committee 5/4/2015
Meeting Date:



City of Roeland Park Action Item Summary

Date: 4/28/2015
Submitted By: Michael E. Flickinger
Committee/Department: Admin.
Title: **Admin - Planning Commission Recommendations on Little Libraries and Fence Setbacks (est.time 10 min.) at 6:30**
Item Type: Discussion

Recommendation:

April 21st Public Hearing and April 21st Planning Commission Meeting

To review and approve to recommend to Council the Chapter 16 code changes.

Details:

At the March 17th and April 21st Planning Commission meetings, the Commission members reviewed several potential amendments to Chapter 16 of the Code of Ordinances to include on the May meeting agenda for further discussion or as a consent agenda item. The following items were approved at the March and April Planning Commission meetings and were included in the April public hearing:

· **New setback requirements for fence and wall locations, Chapter XVI – Section 16-613 (b) (items “2” and “3”):**

(2) *Rear yard.* A fence or wall may be constructed on the rear property line on all lots whose lot lines abut another lot or a designated thoroughfare. Fences on corner lots should be restricted to 42” high once it passes the front building line of the house on the rear adjacent lot. However, no fence shall be permitted in any platted landscape easement except as a part of an approved master fence/screening plan. In the case of a double frontage lot whose rear yard abuts a collector or local street, a fence or wall may be constructed no closer than 15 feet to the rear property line.

(3) *Side yard.* A fence or wall may be constructed on the side property line. However, no fence shall be closer than 15 feet to any collector or local street right-of-way with the exception of a 42" high fence which is permitted to be placed up to the right-of-way line *and does not encroach on the sight distance triangle as defined in Section 16-426 of this code.* In addition, no fence shall be permitted in any platted landscape easement except as a part of an approved master fence/screening plan.

• **New setback requirements for outside storage and use of equipment, material or vehicles, Chapter XVI – Section 16-613(h) (item “1”):**

(1) Where permitted in residential districts, storage of not more than one of the following is permitted: a boat, a camping trailer, a pickup camper, a motor home, a recreational vehicle or a hauling trailer. Storage shall not occur in the front yard or the street side of a corner lot. On corner lots where the house is built diagonally across the corner, storage of these items shall not pass the front corner of the house structure on this or the adjacent lot whichever is more restrictive. Storage areas are not required to be paved. These items may be parked in the customary driveway for purposes of loading or unloading or trip preparation for a period of time not to exceed 72 hours during which these items are being loaded or unloaded.

• **New section defining and regulating “Little Free Libraries:”**

Sec. 16-614. – Little Free libraries; Accessory Uses and Structures; Development and Performance Standards.

(a) Little Free Libraries. A Little Free Library is a “take a book, return a book” gathering place where neighbors share their favorite literature and stories. In its most basic form, a Little Free Library is a box full of books where anyone may stop by and pick up a book (or two) and bring back another book to share.

(b) Little Free Libraries are permitted to be placed on single-family residential lots, church properties and public or parochial school properties. These are considered an accessory structure and accessory use to the property and shall conform to the following guidelines:

(1) The Little Free Library shall not be located in or overhang the public street right-of –way or any public or utility easement;

(2) The associated structures shall not obstruct vehicular, bicycle or pedestrian traffic, either physically or by a person utilizing the Little Free Library;

(3) The structures shall not obstruct access isles or paths utilized by persons in wheelchairs or for ADA accessibility;

(4) The Little Free Library must be placed in the front yard between the face of the house or building and the street right-of-way. Exceptions to this can be made for churches and schools;

(5) The library structure shall be designed to hold books. The overall structure shall be limited to a height not to exceed 66”; a width not to exceed 30”; a depth not to exceed 18”; and the box height shall not exceed 30”;

(6) The structures shall be anchored to the ground or securely attached to something having a permanent location on the ground;

(7) There shall be a limit of one little free library per address;

(8) A Little Free Library meeting the above conditions will not be subject to any permits or special licensing requirements.

ATTACHMENTS:

Description	Type
 Ordinance 912	Cover Memo

ORDINANCE NO. 912

AN ORDINANCE AMENDING THE ZONING AND SUBDIVISION REGULATIONS OF THE CITY OF ROELAND PARK, KANSAS; AMENDING AND REPEALING EXISTING SECTION 16-613 OF THE CODE OF THE CITY OF ROELAND PARK, KANSAS; ADDING A NEW SECTION 16-614 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 16-613 of the Code of the City of Roeland Park, Kansas is hereby amended to read as follows:

16-613. ACCESSORY USES AND STRUCTURES; DEVELOPMENT AND PERFORMANCE STANDARDS.

(a) Fences or walls.

- (1) Fences or walls may be constructed to a maximum height of 8 feet above the average grade subject to the restrictions of this subsection. Where a new fence or wall is constructed or an existing fence or wall is being extended, a permit shall be obtained from the Building Inspector. A fence permit shall also be required for the replacement or reconstruction of 50% or more of the linear length of the entire existing fence. Any replacement or reconstruction shall comply with all the provisions of this subsection, except setbacks.
- (2) Fences or walls (including retaining walls) in any planned district shall be approved by the Planning Commission as part of the final development plan prior to the issuance of any fence permit.
- (3) Retaining walls may be permitted where they are reasonably necessary due to the topography of the lot, where the wall is located at least 2 feet from any street right-of-way, and where the wall does not extend more than 42 inches above the ground level of the land being retained.
- (4) All fences or walls constructed prior to the adoption of these regulations which do not meet the standards of this subsection may be replaced and maintained resulting in a fence of the same size, type and material; provided, however, that no fence shall be replaced or reconstructed in

a manner which obstructs the sight distance triangles as defined in Section 16-426.

- (5) In residential districts the following restrictions and standards shall apply to all fences and walls:

(b) Location.

- (1) Front Yard. A fence or wall in excess of 30 inches high may not be constructed in the front yard or in front of the front platted building line, whichever is more restrictive. A decorative wall or fence 30 inches high or lower may be constructed in a front yard, provided that no fence or wall may be located in public right-of-way. For purposes of this subsection, a “decorative” wall or fence shall be limited to structures constructed of wood rail, masonry, wrought iron, or spaced wooden pickets; where the construction has both a finished and an unfinished surface, the finished surface shall face outward.
- (2) Rear Yard. A fence or wall may be constructed on the rear property line on all lots whose rear lot lines abut another lot or a designated thoroughfare. Fences on corner lots shall be restricted to 42" high once it passes the front building line of the house on the rear adjacent lot. However, no fence shall be permitted in any platted landscape easement except as a part of an approved master fence/screening plan. In the case of a double frontage lot whose rear yard abuts a collector or local street, a fence or wall may be constructed no closer than 15 feet to the rear property line.
- (3) Side Yard. A fence or wall may be constructed on the side property line, except that no fence shall be closer than 15 feet to any collector or local street right-of-way with the exception of a 42" high fence which is permitted to be placed up to the right-of-way line and does not encroach on the sight distance triangle as defined in Section 16-426 of this Code. In addition, no fence shall be permitted in any platted landscape easement except as a part of an approved master fence/screening plan.

(c) Design Standards.

- (1) All fences and walls shall be constructed with a finished side facing outward from the property. The posts and support beams shall be on the inside or shall be designed as an integral part of the finished surface.
- (2) All fence segments abutting a designated thoroughfare, except on corner lots, shall provide one gate opening per lot to allow access to the area between the fence and the edge of the street for maintenance and mowing.
- (d) Exceptions for fences in landscape easements. Where a master fence/screening plan has been approved as part of a final development plan, all fences in the platted landscape easement shall conform with the approved master fence/screening plan. Changes to this plan shall be permitted only if a new master fence/screening plan is approved in accordance with the procedures established in this Chapter. In all commercial and industrial districts, a fence or wall may be constructed on any side or rear property line but shall not be located in any required front yard setback or be closer to any public or private street than the required setback for a building. Planning Commission approval will be required for fences or walls in any planned zoning district.
- (e) Garages, carports and storage buildings.
 - (1) For any single-family or duplex dwelling, there shall be permitted one detached garage or covered carport. Detached garage or carport spaces shall not exceed 250 square feet for each 3,000 square feet of lot area; provided, that in no event shall these areas exceed a total of 1,200 square feet. An attached garage or carport shall be subject to the same required setbacks as the main structure. A detached garage or carport shall be subject to the setbacks required for detached accessory buildings.

- (2) For any multi-family residential development, all detached garages or carports shall be subject to the setbacks required for detached accessory buildings. If the applicable district regulations do not contain separate provisions for accessory structures, then the setback requirements for the main structure shall apply.
 - (3) In all residential districts, the design and construction of any garage, carport or storage building shall be similar to or compatible with the design and construction of the main building. The exterior building materials and colors shall be similar to the main building or shall be commonly associated with residential construction.
- (f) Hobby activities. A hobby activity may be operated as an accessory use by the occupant of the premises purely for personal enjoyment, amusement or recreation so long as the activity is not in conflict with any City ordinance. Articles produced or constructed shall not be sold unless the activity complies with the requirements for a home occupation.
- (g) Home occupations.
 - (1) Home occupations are permitted as an accessory use to a residence subject to the following provisions:
 - (2) Purpose and intent. It is the purpose and intent of these requirements to:
 - (i) maintain neighborhood integrity and preserve the residential character of neighborhoods by encouraging compatible land uses.
 - (ii) provide residents of the City with an option to utilize their residences as places to enhance or fulfill personal economic goals as long as the choice of home occupations does not infringe on the residential rights of neighbors.

- (iii) establish criteria for operating home occupations in dwelling units within residential districts.
 - (iv) assure that public and private services such as streets, sewers, water or utility systems are not burdened by home occupations to the extent that usage significantly exceeds that which is normally associated with a residence.
 - (3) Performance criteria. Home occupations shall comply with the performance criteria of Article 6, Chapter V, of the City Code, which are incorporated herein by reference as if set out in full
 - (4) Other regulations. Home occupations shall comply with all other local, state or federal regulations pertinent to the activity pursued, and the imposition of requirements under this Chapter shall not be construed as an exemption from these regulations.
- (h) Outside storage and use of equipment, material or vehicles.
- (1) Where permitted in residential districts, storage of not more than one of the following is permitted: a boat, a camping trailer, a pickup camper, a motor home, a recreational vehicle or a hauling trailer. Storage shall not occur in the front yard or the street side of a corner lot. On corner lots where the house is built diagonally across the corner, storage of these items shall not pass the front corner of the house structure on this or the adjacent lot whichever is more restrictive. Storage areas are not required to be paved. These items may be parked in the customary driveway for purposes of loading or unloading or trip preparation for a period of time not to exceed 72 hours during which these items are being loaded or unloaded.

- (2) Except as may be otherwise provided in Chapter V or VII of the City Code, no other equipment, material or vehicle, other than operable passenger vehicles or motorcycles, shall be stored for more than 24 hours in a 30-day period in a residential district.
 - (3) Exceptions from the above may be granted by the Governing Body upon approval of plans indicating screening to be installed and setbacks to be used.
 - (4) In commercial districts, trucks, vans and trailers may be parked, but not for a period in excess of 72 hours, nor shall trucks, vans or trailers be used for storage or sale of merchandise.
 - (5) Notwithstanding the foregoing, useful items may be stored outside to the extent permitted elsewhere in the City Code. Storage of these items shall be permitted only to the extent that it is accessory to the residential use of the property; storage related to any business activity shall not be permitted.
- (i) Satellite dish antennas. Satellite dish antennas shall be subject to the provisions of Article 11, Chapter IV, of the City Code, which are incorporated herein by reference as if set out in full.
 - (j) Signs. Signs shall be subject to the provisions of Article 9, Chapter XVI and Article 9, Chapter IV of the City Code which are incorporated by reference as if set out in full.
 - (k) Solar collectors. Solar collectors shall be subject to the provisions of Article 10, Chapter IV, of the City Code, which are incorporated herein by reference as if set out in full.
 - (l) No temporary or incomplete building, and no automotive equipment, trailer, recreational vehicle, garage or other use or building accessory to a family dwelling shall be erected, maintained or used for residential purposes.
 - (m) No accessory use or structure except basketball goals, flag poles and fences, as permitted, shall be located in any front yard.

- (n) Unless otherwise specifically provided, any accessory use or structure greater than 10 feet in height shall be located a distance of at least 1/3 its height from any side or rear property line.
- (o) The total floor area of all accessory uses listed in Section 16-605 shall not exceed 10 percent of the gross floor area of any building.
- (p) A recycling collection point as defined in this ordinance maybe permitted as an accessory use only after approval of a final development plan by the Governing Body. Prior to granting any approval, the Governing Body shall consider the impact of the proposed activity and structure on:
 - (1) Adjacent properties and uses;
 - (2) The visual appearance of the area; and
 - (3) Traffic circulation on and off the site.

In all residential districts, recycling collection points may be permitted only in conjunction with a nonresidential use such as a school, church, or community building.

SECTION 2. Section 16-614 is hereby added to the Code of the City of Roeland Park, Kansas and shall read as follows:

16-614. Accessory Uses and Structures; Development and Performance Standards.

- (a) Little Free Libraries. A Little Free Library is a “take a book, return a book” gathering place where neighbors share their favorite literature and stories. In its most basic form, a Little Free Library is a box full of books where anyone may stop by and pick up a book (or two) and bring back another book to share.
- (b) Little Free Libraries are permitted to be placed on single-family residential lots, church properties and public or parochial school properties. These are considered an accessory structure and accessory use to the property and shall conform to the following guidelines:

- (1) The Little Free Library shall not be located in or overhang the public street right-of-way or any public or utility easement;
- (2) The associated structures shall not obstruct vehicular, bicycle or pedestrian traffic, either physically or by a person utilizing the Little Free Library;
- (3) The structures shall not obstruct access isles or paths utilized by persons in wheelchairs or for ADA accessibility;
- (4) The Little Free Library must be placed in the front yard between the face of the house or building and the street right-of-way. Exceptions to this can be made for churches and schools;
- (5) The library structure shall be designed to hold books. The overall structure shall be limited to a height not to exceed 66"; a width not to exceed 30"; a depth not to exceed 18"; and the box height shall not exceed 30";
- (6) The structures shall be anchored to the ground or securely attached to something having a permanent location on the ground;
- (7) There shall be a limit of one little free library per address;
- (8) A Little Free Library meeting the above conditions will not be subject to any permits or special licensing requirements.

SECTION 3. Existing Section 16-613 of the Code of the City of Roeland Park, Kansas is hereby repealed.

SECTION 4. This ordinance shall take effect upon its publication, or the publication of a certified summary thereof, 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 COMMITTEES:- II.-3.

Committee 5/4/2015
Meeting Date:



City of Roeland Park Action Item Summary

Date: 4/11/2015
Submitted By: Aaron Otto
Committee/Department: Admin.
Title: **Admin - City Administrator Report - Allowing alcohol
Consumption on Certain Public Property - Corrected Date**
Item Type: Ordinance

Recommendation:

**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.

ATTACHMENTS:

Description	Type
 R Park Ordinance 907	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: REPORTS OF COMMITTEES:- II.-4.

Committee 5/4/2015
Meeting Date:



City of Roeland Park Action Item Summary

Date: 4/23/2015
Submitted By: Shea Geist
Committee/Department: Public Works
Title: **Admin - City Administrator Report - Banner at R Park**
Item Type: Other

Recommendation:

The Parks Committee seeks permission to place 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.

ATTACHMENTS:

Description	Type
 R Park Banner	Cover Memo

What's Happening in R Park?

Completed:

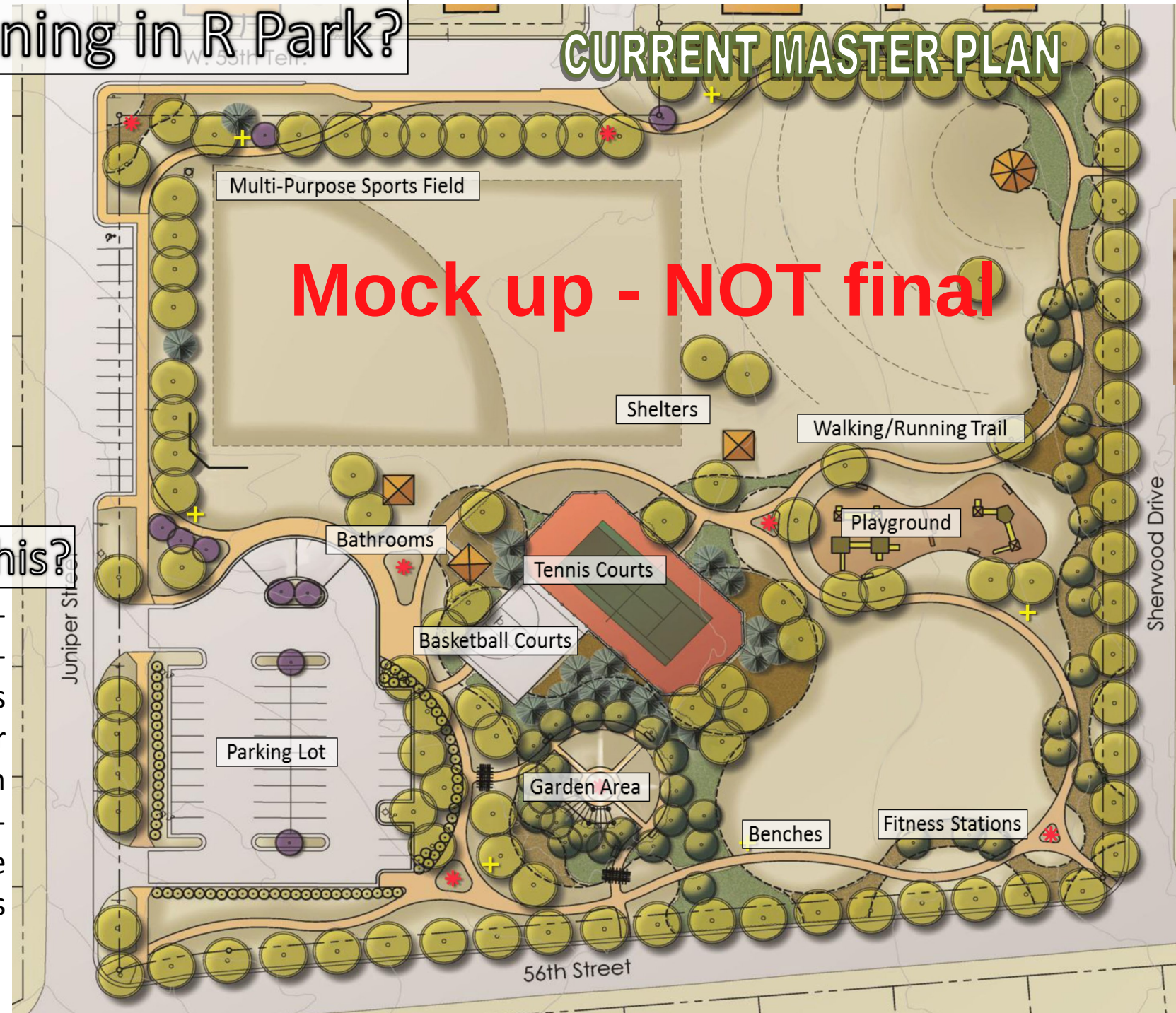
Walking/Running Trail
Tree Removal
New Tree Planting

Future Stages:

Benches	Shelters
Tables	Bathrooms
Drinking Fountain	Tennis Court
Fitness Stations	Basketball Court
Grading Fields	Amphitheatre
Sod for Fields	Garden Area

Who is paying for this?

The Citizen's Fundraising Initiative for R Park has sponsored fundraising events and won an application for grants totaling more than \$xxxxx.xx to date. This dedicated group will continue seeking funds until the cows come home.



Where did the trees go?

Emerald Ash Borer blah blah blah, something smart that Carl said, blah blah blah, blah blah blah, blah blah blah, blah blah blah, blah blah blah.

For more information about
R Park, fundraising efforts
or Emerald Ash Borer,
visit www.roelandpark.org.

Item Number: REPORTS OF COMMITTEES:- II.-5.

Committee 5/4/2015
Meeting Date:



Item Number: REPORTS OF COMMITTEES:- II.-6.

Committee 5/4/2015
Meeting Date:



City of Roeland Park Action Item Summary

Date: 5/1/2015
Submitted By: Michael Rhoades
Committee/Department: Admin.
Title: **Admin - Committee of the Whole Discussion – Agenda,
Structure and Responsibilities**
Item Type: Discussion

Recommendation:

**To discuss all aspects dealing with Committee of the Whole including but not limited to;
Who sets the agenda, Committee structure and responsibilities**

Details:

To have more effective meetings, all aspects dealing with the Committee of the Whole needs to be discussed and clearly defined. The purpose and responsibility of each committee chair needs to be determined.

Item Number: **REPORTS OF COMMITTEES:- II.-7.**

Committee **5/4/2015**
Meeting Date:



City of Roeland Park Action Item Summary

Date: 3/5/2015
Submitted By: Aaron Otto
Committee/Department: Public Works
Title: **Public Works – Including the name Roeland Park on the Water Tower (est time 10 min)**
Item Type: Discussion

Recommendation:

To gain a recommendation of the governing body if there is a desire to paint the City's name on the Water Tower located in Roeland Park.

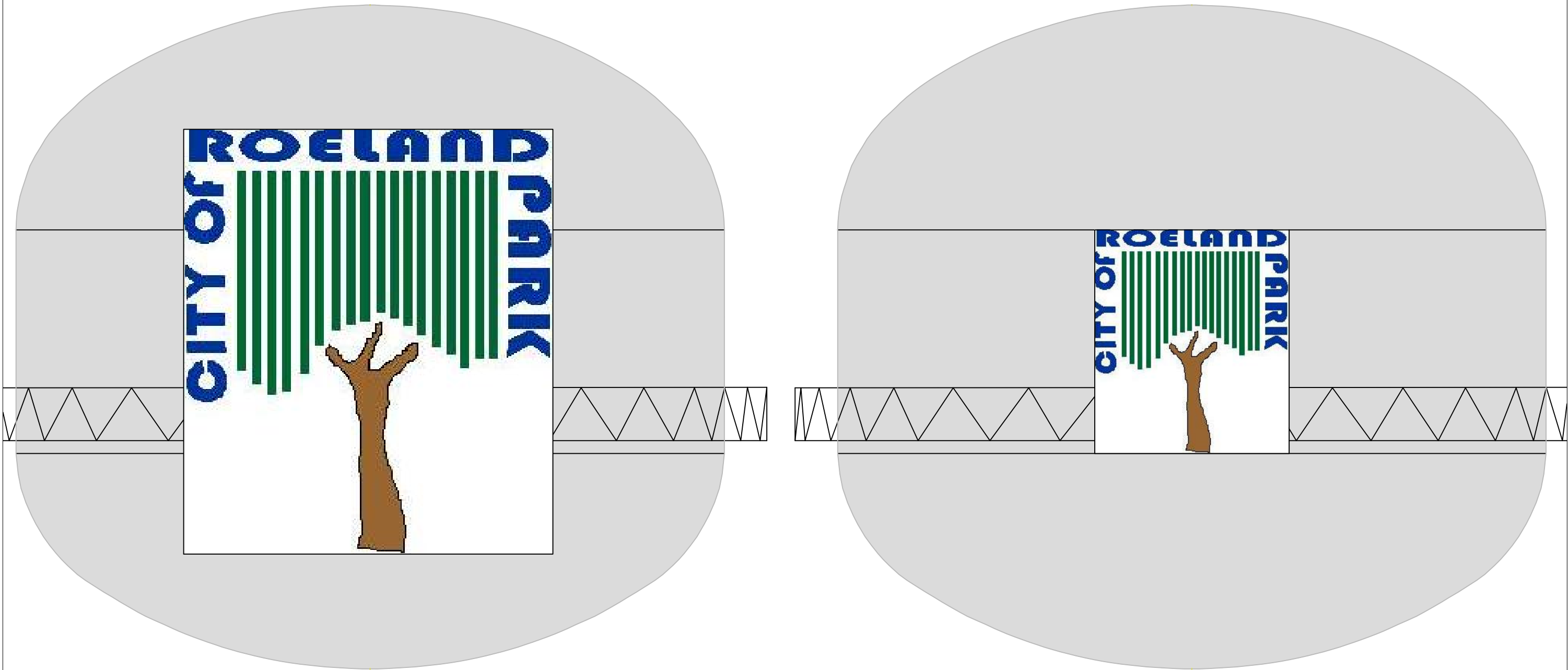
Details:

Water One will be repainting the outside and sandblast the inside of the water tower located in Roeland Park between Elledge and 48th Street. While this repainting is taking place this would be the opportunity to add the City's name, if so desired, to the water tower to increase visibility for the City. This could be seen as in alignment with strategic planning goal #3 which identified the need to Market Roeland Park to increase awareness and promote a positive image.

There is a similar situation with the water tower located in Prairie Village which includes the name of the high school located directly next to the tower. The City would pay for the cost of adding the City's name to the water tower during the repainting effort. Attached are some notional sketches from Water One to help visualize what might be possible.

ATTACHMENTS:

Description	Type
 Roeland Park Logo	Cover Memo
 Logo 2	Cover Memo



PROJECT ENGINEER	DATE: 01-30-2015
INITIALS:	
FACILITIES ENGINEERING MANAGER	DATE:
INITIALS:	
AS-BUILT	DATE:
INITIALS:	

WaterOne
Water District No.1 of Johnson County

PROJECT:	AC-14019
TITLE:	PAINT INTEIOR & EXTERIOR OF WELLS TANK
DRAWN BY: LJK	DWG NO.
DATE: 01-30-2015	Sheet 1

ROELAND
PARK

ROELAND PARK

PROJECT ENGINEER	
INITIALS:	DATE: 01-30-2015
FACILITIES ENGINEERING MANAGER	
INITIALS:	DATE:
AS-BUILT	
INITIALS:	DATE:



Water District No.1 of Johnson County

PROJECT: AC-14019	
TITLE: PAINT INTEIOR & EXTERIOR OF WELLS TANK	
DRAWN BY: LJK	DWG NO.
DATE: 01-30-2015	Sheet 1

Item Number: **REPORTS OF COMMITTEES:- II.-8.**

Committee **5/4/2015**
Meeting Date:



Item Number: **REPORTS OF COMMITTEES:- II.-9.**

Committee **5/4/2015**
Meeting Date:



City of Roeland Park Action Item Summary

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

Recommendation:

To gain approval of the Council for the 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.

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
- Existing On/Off Switch
- New Exterior Lights

- Presentation
- Presentation
- 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: _____

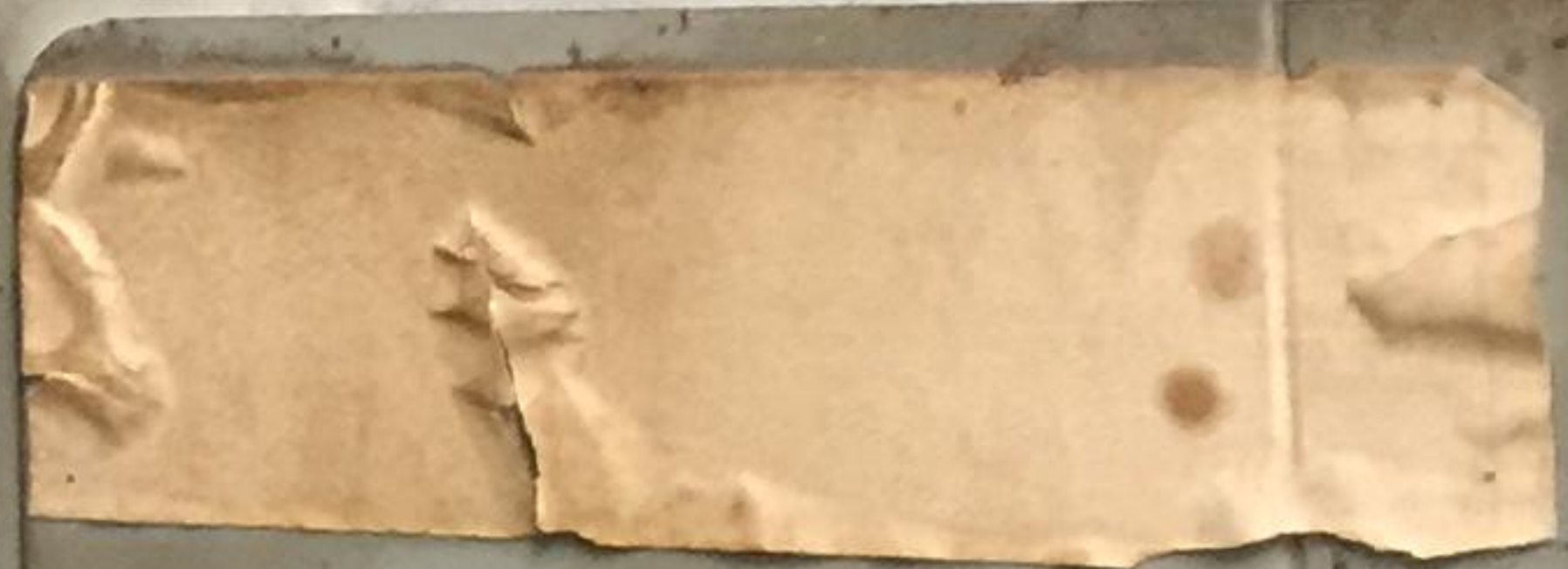
BY: _____

SIGNATURE

TITLE: _____

TELEPHONE NO: _____





LIGHTS

LIGHTS

LIGHTS

LIGHTS

W. REC

L I G H T S

W. REC

220REC

ENG

OFFICE

COMP

CATALOG NO. M342-225
225 AMP'S MAX.
240 VOLTS AC
3 PHASE

USE COPPER

ALUMINUM WIRE

NO. 4 COM
THE FOLLOWING BARS WILL
BE EXCHANGED FOR THE
AND BEAT

REF: 1

... same type and thing ... 10,000 RM ...
... ELEMENT PARTS ...

140 VO 13 AD 52

20 VOLT 500 WATT

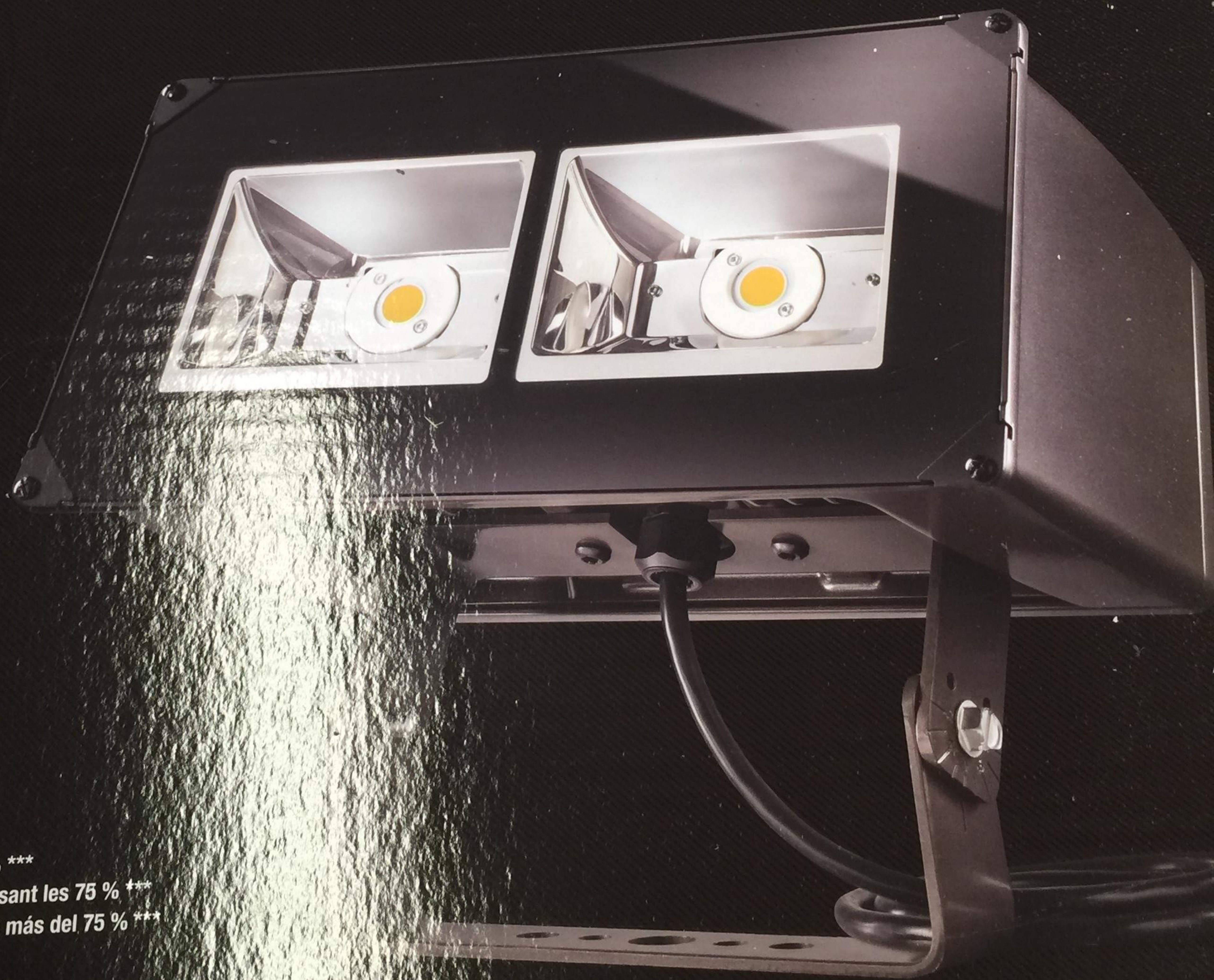
...the

20-240 VOLTS

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: REPORTS OF COMMITTEES:- II.-10.

Committee 5/4/2015
Meeting Date:



City of Roeland Park Action Item Summary

Date: 4/23/2015
Submitted By: Aaron Otto
Committee/Department: Public Works
Title: **Public Works - Salt Dome Interlocal Agreement with Fairway
Revised (est. time 5 min.)**
Item Type: Agreement

Recommendation:

To gain the direction of the Governing Body 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.

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: _____

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

Printed Name: _____

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

Printed Name: _____

CORE/0102831.0152/105086873.2

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.

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: _____

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.

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: REPORTS OF COMMITTEES:- II.-11.

Committee 5/4/2015
Meeting Date:



ATTACHMENTS:

Description

Type

 paint colors at the community center

Cover Memo



BODY	Harvest Gold	SW 2858
TRIM	Avocado	SW 2861
ACCENT	Super White	SW 6995



BODY	Westchester Gray	SW 2849
TRIM	Chelsea Gray	SW 2850
ACCENT	Stratford Blue	SW 2864



BODY	Stratford Blue	SW 2864
TRIM	Super White	SW 6995
ACCENT	Plymouth Green	SW 2852



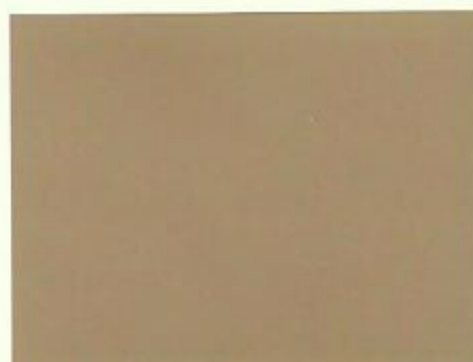
BODY	Peace Yellow	SW 2857
TRIM	Caribbean Coral	SW 2854
ACCENT	Sycamore Tan	SW 2855



BODY	Caribbean Coral	SW 2854
TRIM	New Colonial Yellow	SW 2853
ACCENT	Fairfax Brown	SW 2856



BODY	Burma Jade	SW 2862
TRIM	Super White	SW 6995
ACCENT	Beige	SW 2859



P

Optimum color results are achieved using the designated Color-Prime.[®]

Samples approximate the actual paint color.

Some colors limited to select product lines.



BODY	TRIM	ACCENT
SW 2849	SW 2850	SW 2864
Westchester Gray	Chelsea Gray	Stratford Blue



BODY	TRIM	ACCENT
SW 2864	SW 6995	SW 2852
Stratford Blue	Superwhite	Plymouth Green



BODY	TRIM	ACCENT
SW 2857	SW 2854	SW 2855
Peace Yellow	Caribbean Coral	Sycamore Tan



BODY	TRIM	ACCENT
SW 2854	SW 2853	SW 2856
Caribbean Coral	New Colonial Yellow	Fairfax Brown



BODY	TRIM	ACCENT
SW 2862	SW 6995	SW 2859
Burma Jade	Superwhite	Beige



BODY	TRIM	ACCENT
SW 2855	SW 2851	SW 2863
Sycamore Tan	Sage Green Light	Powder Blue

Sherwin-Williams Suburban Modern Exterior Colors













Item Number: **REPORTS OF COMMITTEES:- II.-12.**

Committee **5/4/2015**
Meeting Date:



City of Roeland Park Action Item Summary

Date: 4/30/2015
Submitted By: Jose Leon
Committee/Department: Public Works
Title: **Public Works- Interlocal Agreement with the City of Overland Park to administer 2015 CARS project (est time 10 min)**
Item Type: Agreement

Recommendation:

To gain approval of the governing body if the City should enter into 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.

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: REPORTS OF COMMITTEES:- II.-13.

Committee 5/4/2015
Meeting Date:



City of Roeland Park Action Item Summary

Date: 4/30/2015
Submitted By: Jose Leon
Committee/Department: Public Works
Title: **Public Works- Agreement for Street Maintenance part 2 (est time 10 min)**
Item Type: Other

Recommendation:

To gain approval of the governing body to 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.

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.

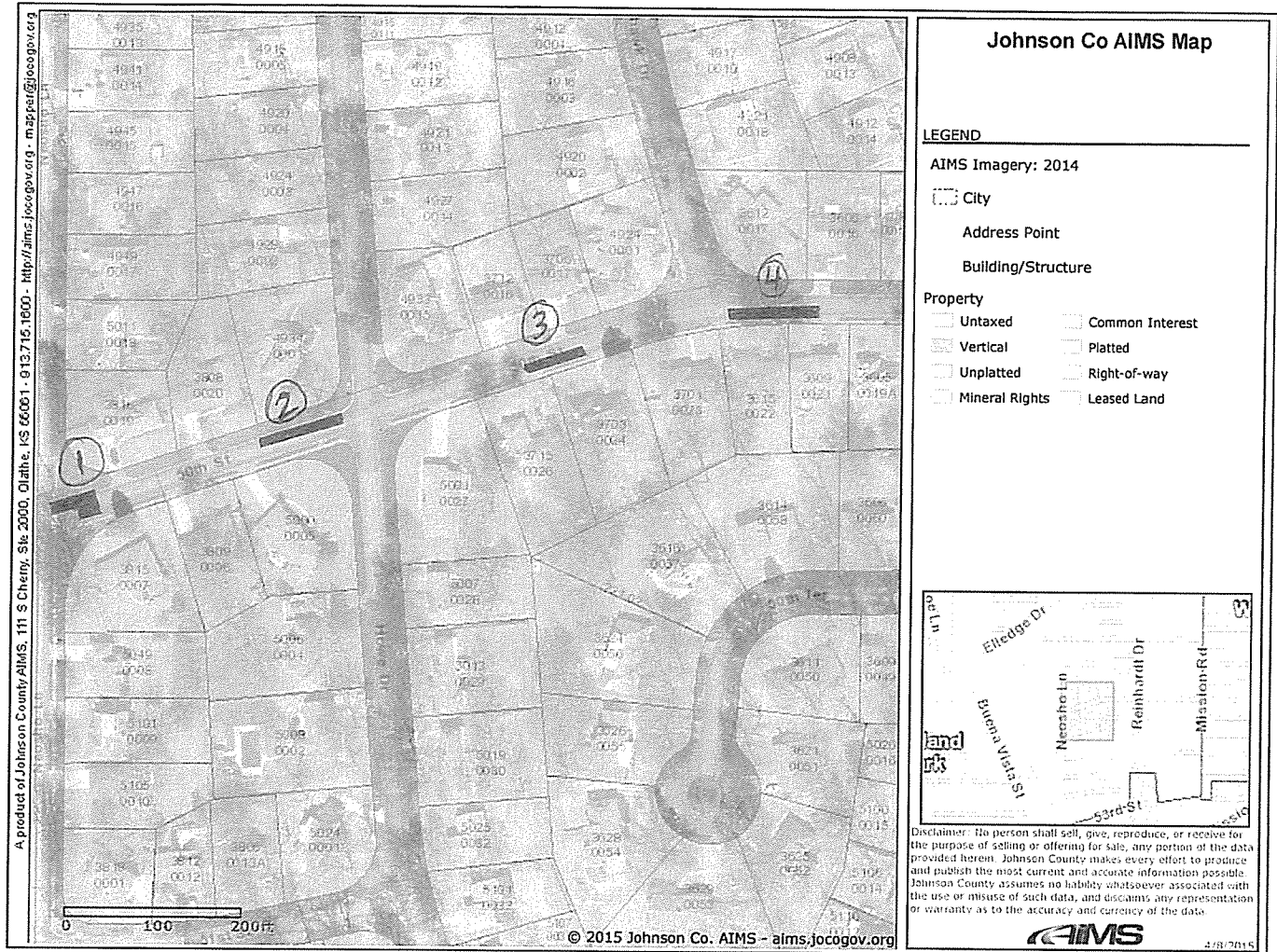
Signature: _____ **Date Accepted:** _____

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*****



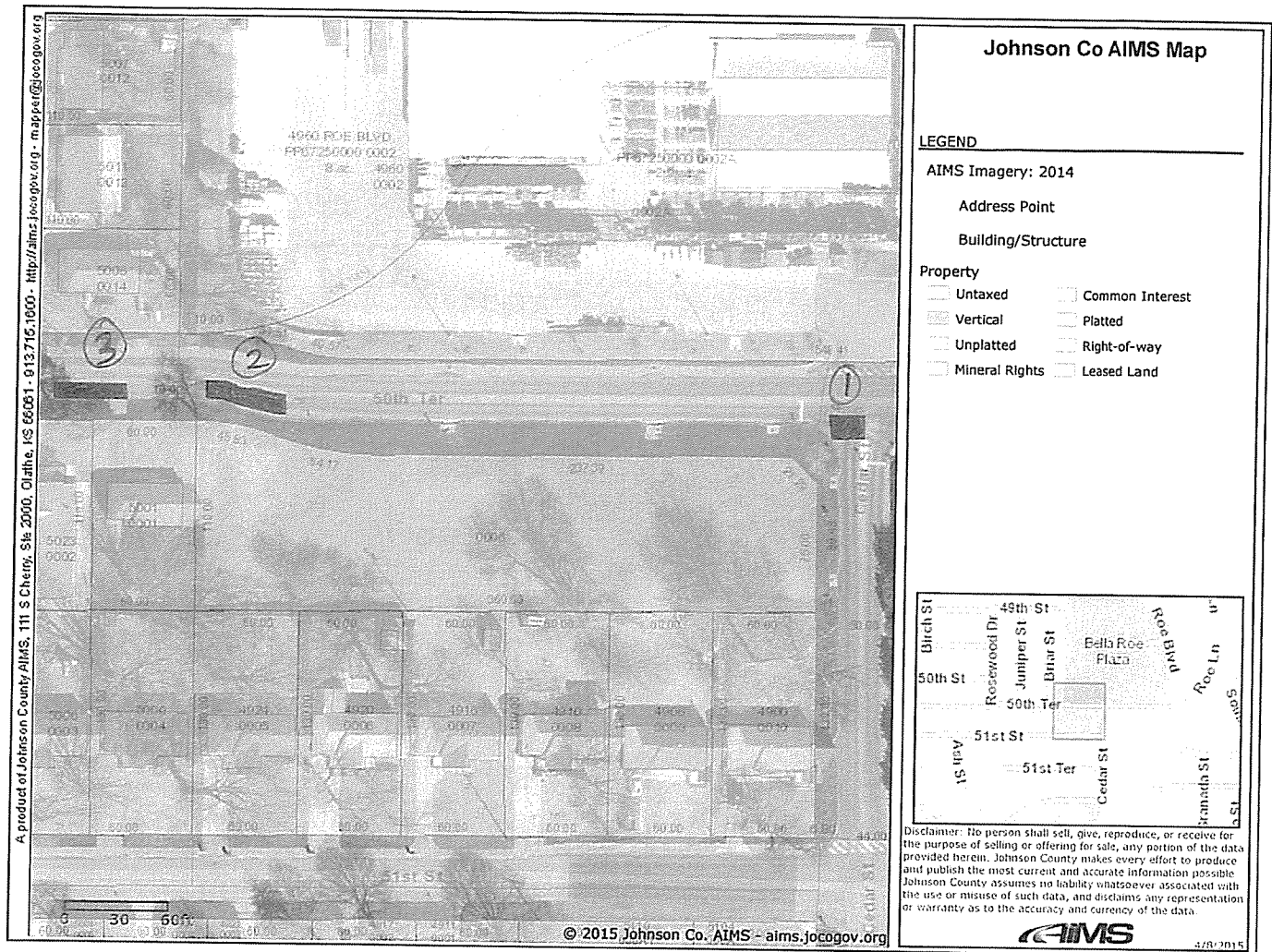
50th Street

① 64 sqyd

② 40 sqyd

③ 30 sqyd

④ 93 sqyd

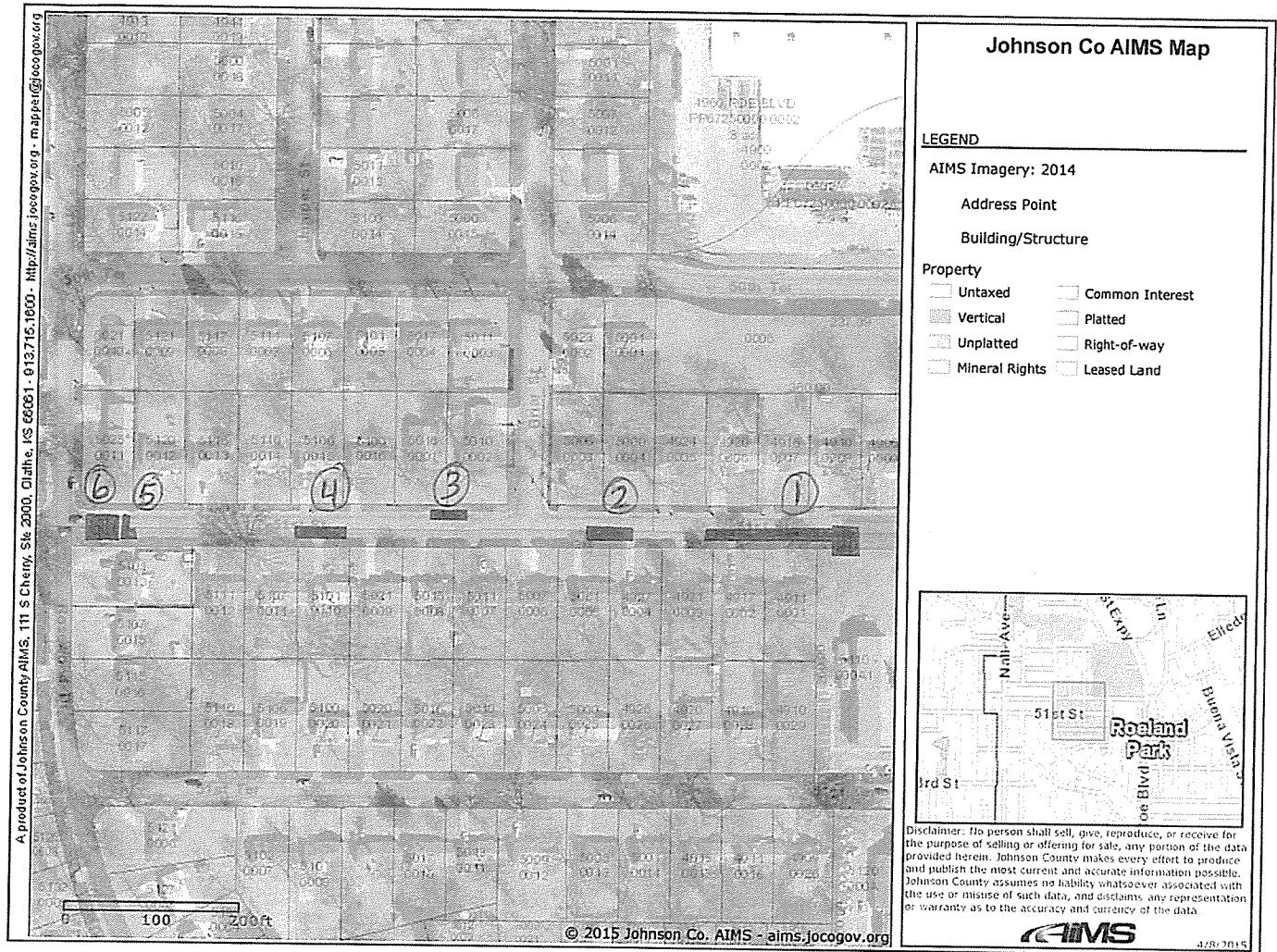


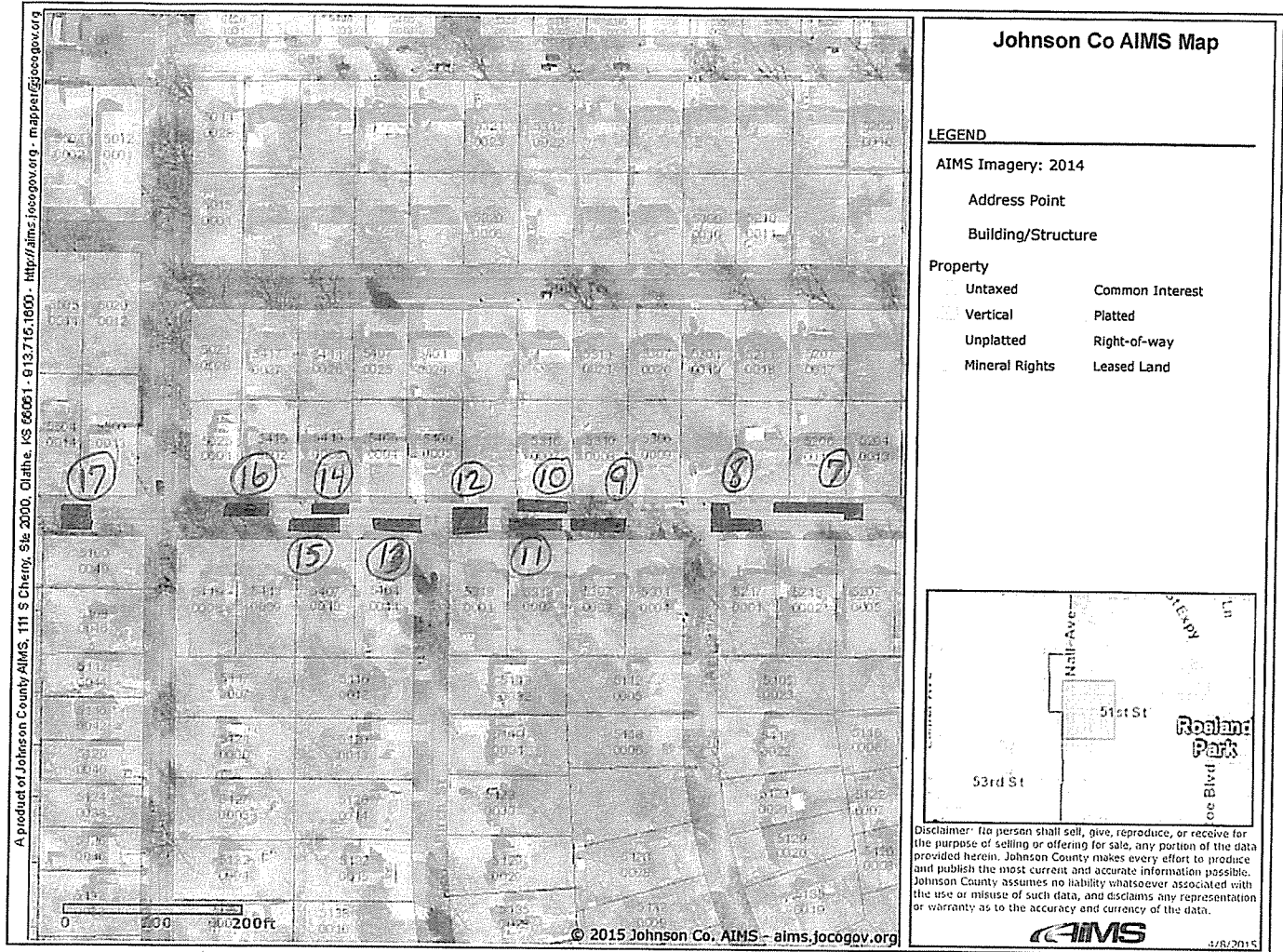
50th Terrace

① 50 sy

② 90 sy

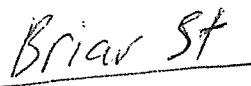
③ 80 sy





51st Street

- | | |
|--------------|------------|
| 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 |



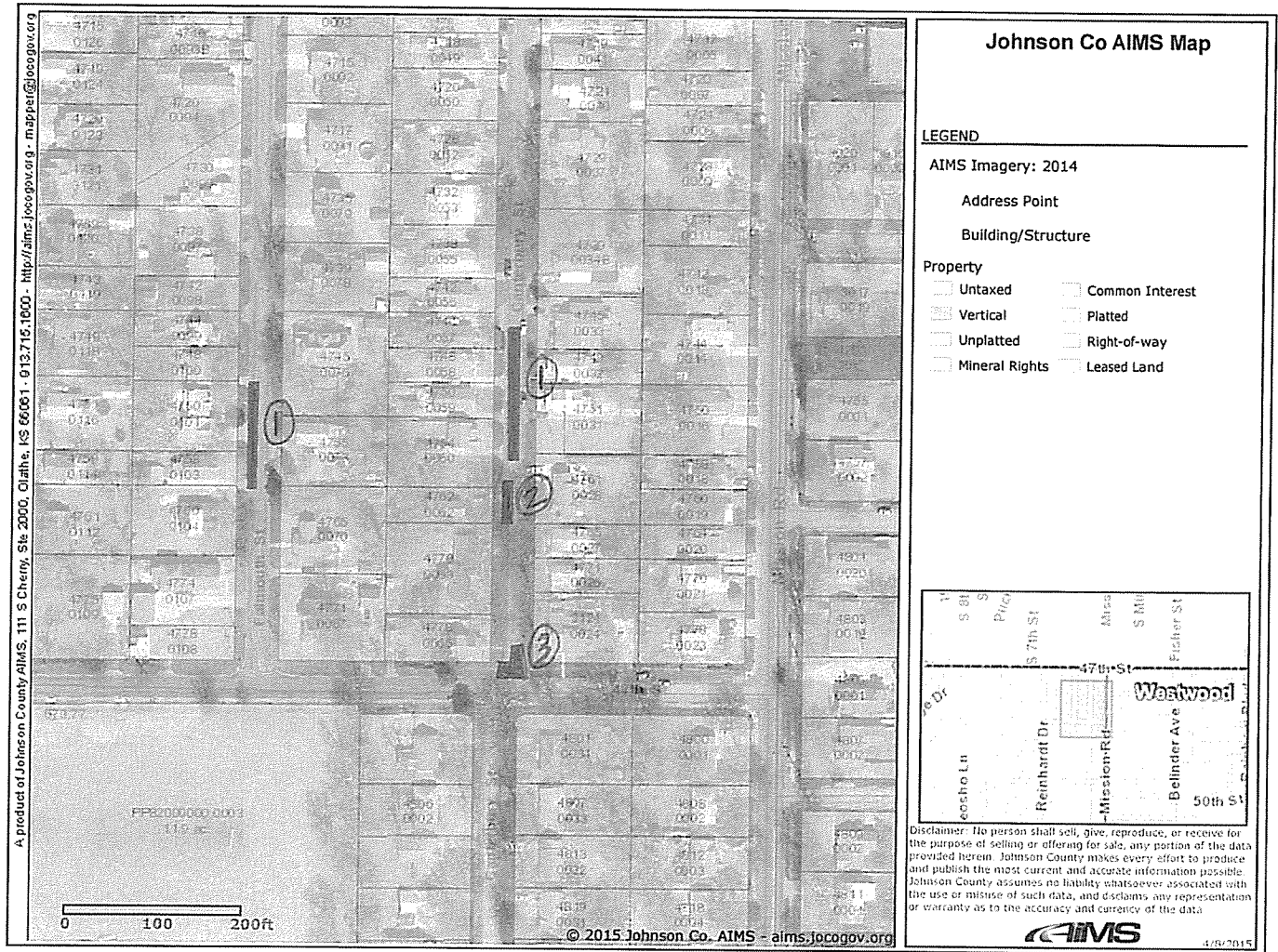
① 89 sy

② 19 54

③ 40 sy

④ 27 sy

⑤ 389 sy



Canterbury St

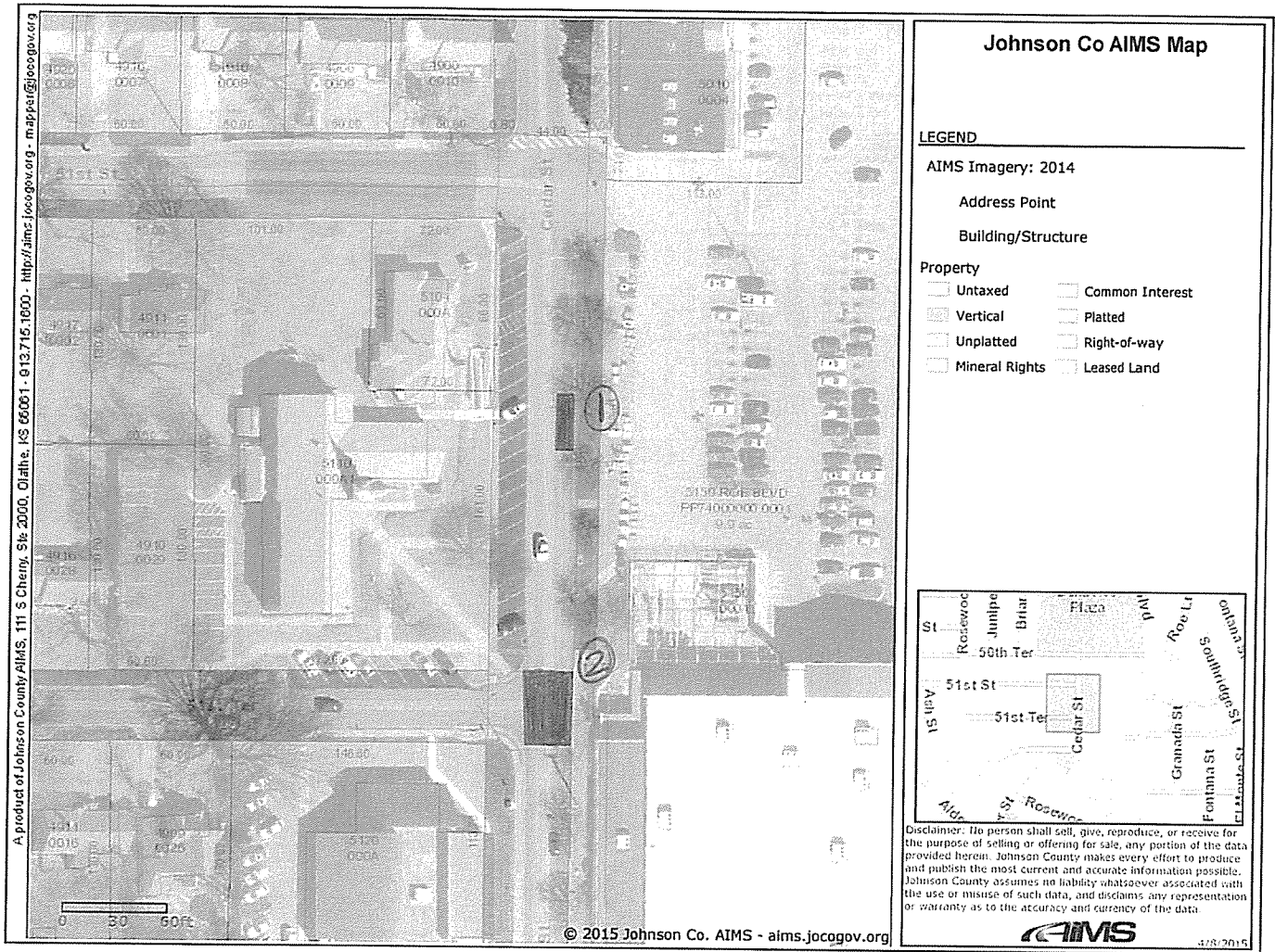
① 67 sqyd

② 38 sqyd

③ 38 sqyd

Falmouth St

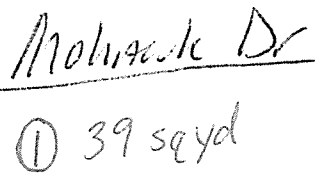
① 14 sqyd



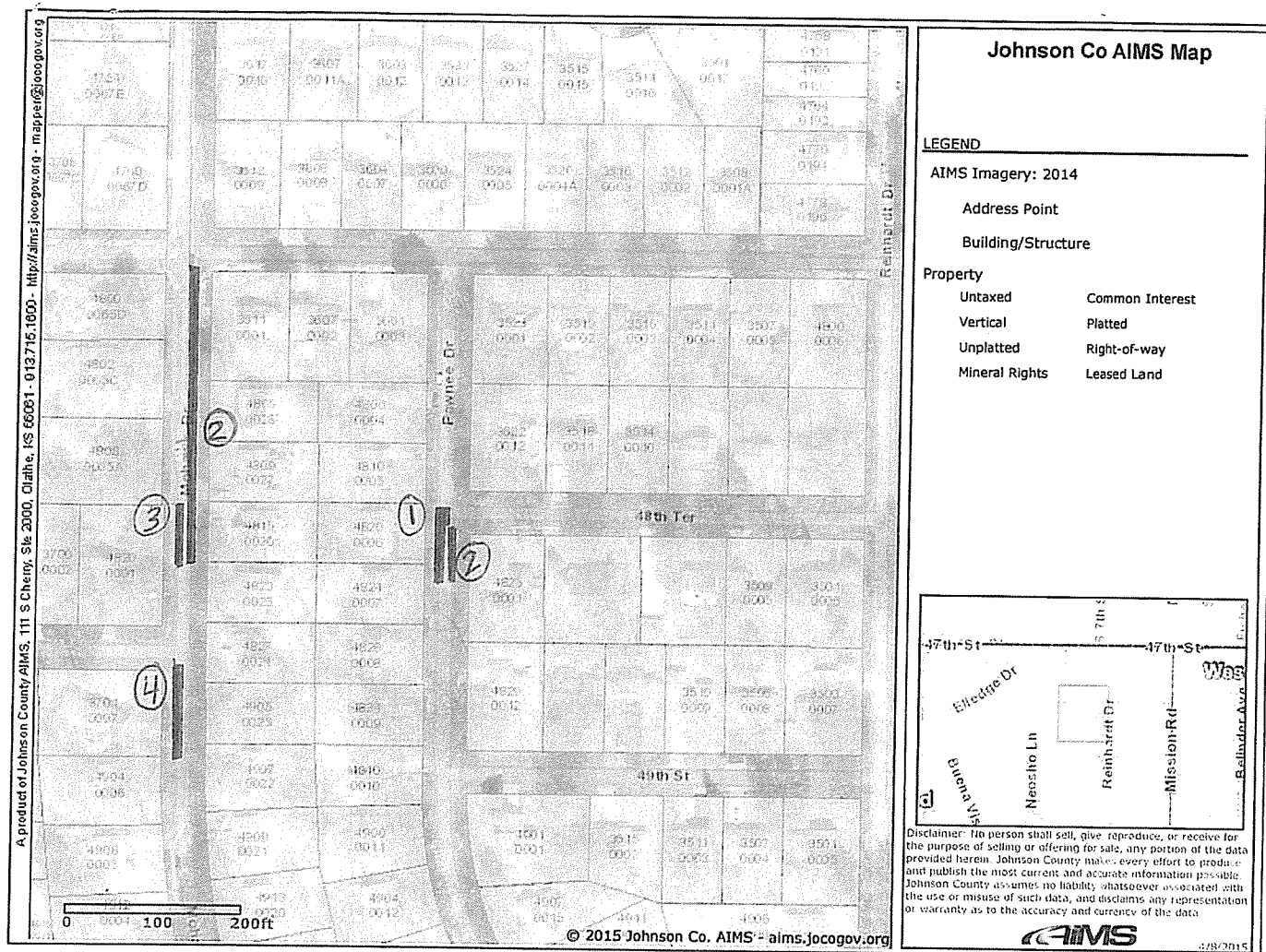
Cedar Street

① 44 sy

② 330 sy



Pawnee Dr

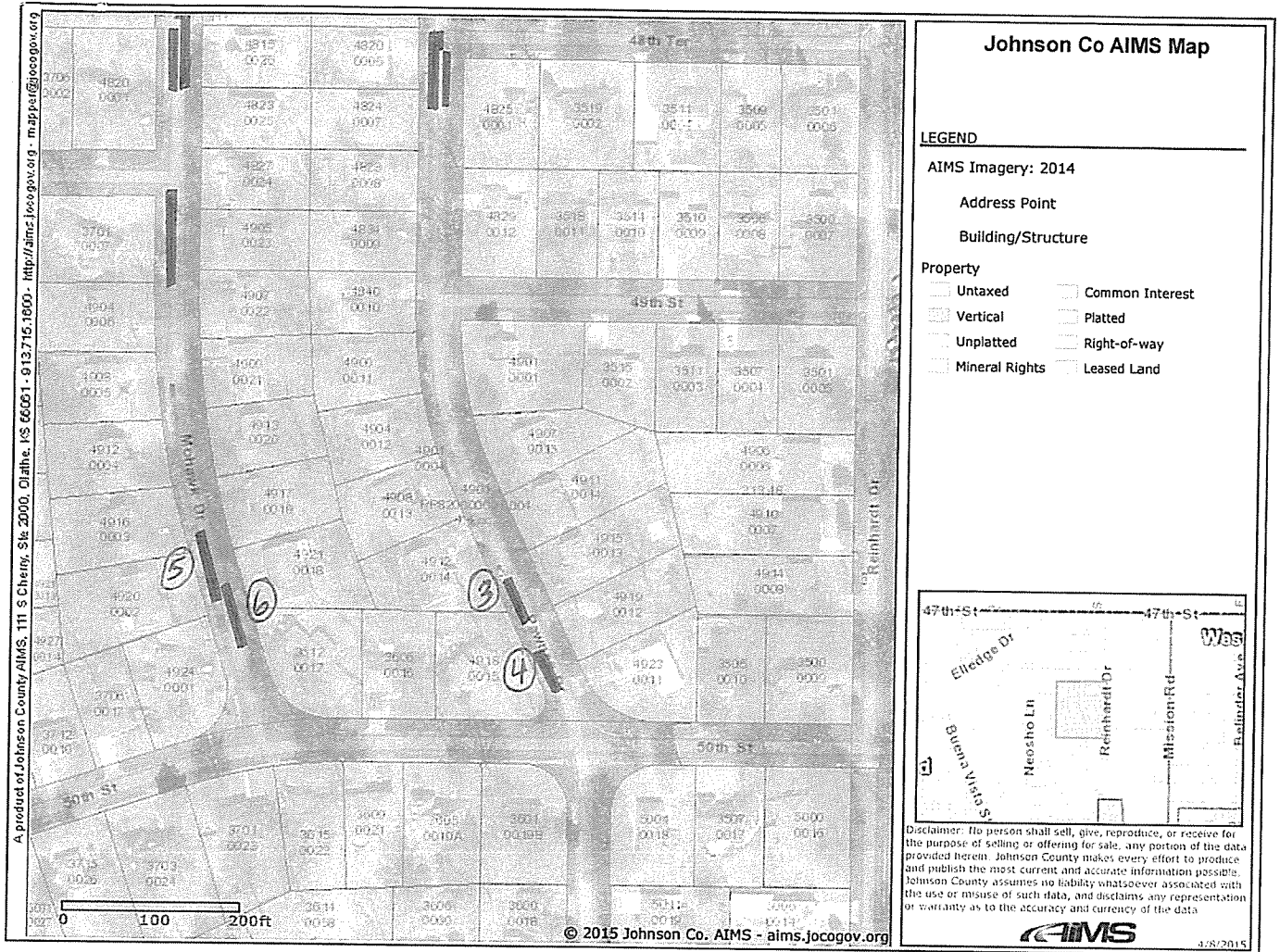


Mohawk Dr

- 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

TABLE OF CONTENTS

<u>SUBJECT</u>	<u>PAGE NO.</u>
NOTICE TO BIDDERS	NB-1
INSTRUCTIONS TO BIDDERS	IB-1
BID FORM	B-1
CONTRACT AGREEMENT	CA-1
PERFORMANCE BOND	PB-1
STATUTORY BOND	SB-1
MAINTENANCE BOND	MB-1
APPOINTMENT OF AGENT FOR SERVICE OF PROCESS/CONSENT TO ACT AS AGENT	CAA-1
CERTIFICATE OF NONDISCRIMINATION	N-1
GENERAL CONDITIONS	C-1
SPECIAL CONDITIONS	SC-1
LEIN WAIVER/RELEASE FORM	LW-1

**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**

TABLE OF CONTENTS

<u>SUBJECT</u>	<u>PAGE</u>
GC-1 DEFINITIONS	C-1
GC-2 CONTRACT DOCUMENTS: DEFINITIONS	C-5
GC-3 PRELIMINARY MATTERS	C-6
GC-4 SCHEDULES	C-6
GC-5 CONTRACT INTENT AND INTERPRETATION	C-7
GC-6 AMENDING & SUPPLEMENTING CONTRACT DOCUMENTS.....	C-8
GC-7 REUSE OF DOCUMENTS	C-9
GC-8 EASEMENTS & RIGHTS-OF-WAY	C-9
GC-9 USE OF PREMISES	C-9
GC-10 CONCEALED CONDITIONS	C-9
GC-11 REFERENCE POINTS, PERMANENT MARKERS & STAKING.....	C-10
GC-12 BONDS	C-10
GC-13 INSURANCE	C-11
GC-14 CONTRACTOR SUPERVISION.....	C-13
GC-15 LABOR, MATERIALS & EQUIPMENT	C-13
GC-16 ASSIGNMENT OF CONTRACT	C-14
GC-17 SUBSTITUTE OR EQUIVALENT ITEMS	C-14
GC-18 SUBCONTRACTORS, SUPPLIERS & OTHERS	C-15
GC-19 PATENT, FEES & ROYALTIES	C-16
GC-20 PERMITS AND LICENSES	C-16
GC-21 LAWS & REGULATIONS	C-16
GC-22 TAXES	C-17
GC-23 RECORD DOCUMENTS.....	C-17
GC-24 SAFETY & PROTECTION; NOTIFICATION OF PROPERTY OWNERS	C-17

GC-25	EMERGENCIES.....	C-18
GC-26	SHOP DRAWINGS & SAMPLES	C-18
GC-27	INDEMNIFICATION	C-19
GC-28	SEPARATE CONTRACTS.....	C-19
GC-29	RELATIONS WITH OTHER CONTRACTORS	C-19
GC-30	CITY'S PRESENCE DURING CONSTRUCTION	C-20
GC-31	CHANGES IN WORK OR CONTRACT PRICE	C-20
GC-32	CHANGES IN CONTRACT TIME	C-22
GC-33	LIQUIDATED DAMAGES	C-22
GC-34	DAMAGES FOR CITY DELAY	C-23
GC-35	WORK STOPPAGE	C-24
GC-36	WARRANTY & DEFECTIVE OR UNACCEPTABLE WORK	C-24
GC-37	TESTS & OBSERVATIONS	C-24
GC-38	UNCOVERING WORK	C-25
GC-39	CITY'S RIGHT TO STOP WORK	C-25
GC-40	TWO YEAR CORRECTION PERIOD	C-25
GC-41	ACCEPTANCE OF DEFECTIVE WORK	C-26
GC-42	CITY'S RIGHT TO CURE DEFECTIVE WORK	C-26
GC-43	PAYMENTS TO CONTRACTOR	C-26
GC-44	WITHHELD PAYMENT	C-28
GC-45	SUBSTANTIAL COMPLETION	C-29
GC-46	PARTIAL UTILIZATION	C-29
GC-47	COMPLETION & FINAL PAYMENT	C-29
GC-48	WAIVER OF CLAIMS	C-30
GC-49	SUSPENSION OF WORK	C-30
GC-50	RIGHT OF CITY TO TERMINATE CONTRACT	C-31
GC-51	CONTRACTOR'S RIGHT TO TERMINATE	C-32
GC-52	DISPUTE RESOLUTION	C-32

GC-53	NOTICE	C-32
GC-54	COMPUTATION OF TIME	C-32
GC-55	REMEDIES ARE NOT EXCLUSIVE	C-33
GC-56	STREET SIGNS & TRAFFIC AIDS; HAUL ROADS	C-33
GC-57	FORCE MAJEURE EVENTS	C-33
GC-58	NONDISCRIMINATION	C-34
GC-59	EEOC	C-34
GC-60	SEXUAL HARASSMENT	C-34
GC-61	GOVERNING LAW	C-35
GC-62	TITLES, SUBHEADS & CAPITALIZATION	C-35
GC-63	NO WAIVER OF RIGHTS	C-35
GC-64	SEVERABILITY	C-35

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.

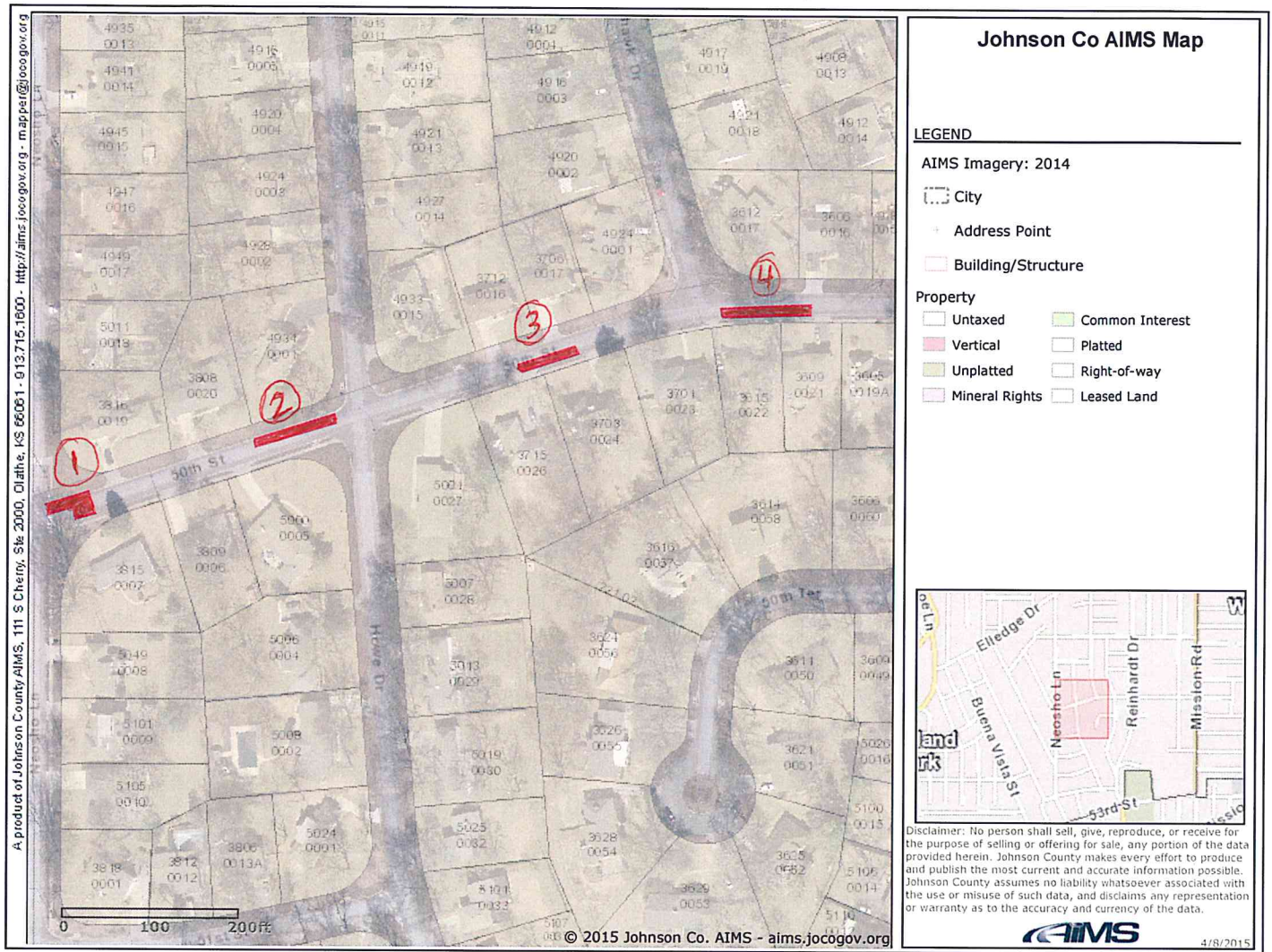
NAME OF SUPPLIER/SUBCONTRACTOR

By: _____
(Signature)

(Printed Name)

(Title)

Attest: _____
(Secretary)



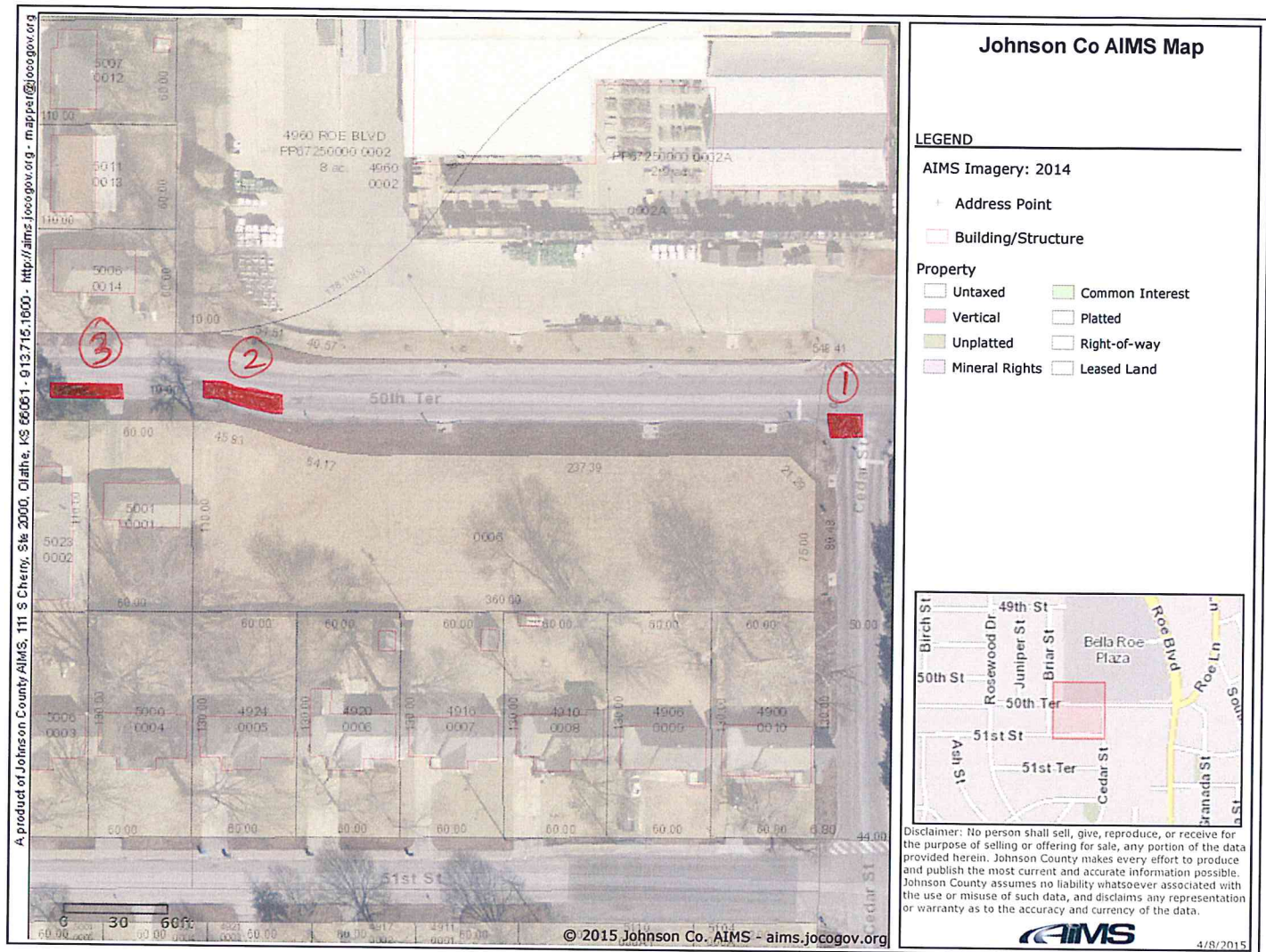
50th Street

① 64 sqyd

② 40 sqyd

③ 30 sqyd

④ 93 sqyd

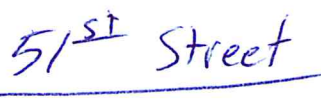


50th Terrace

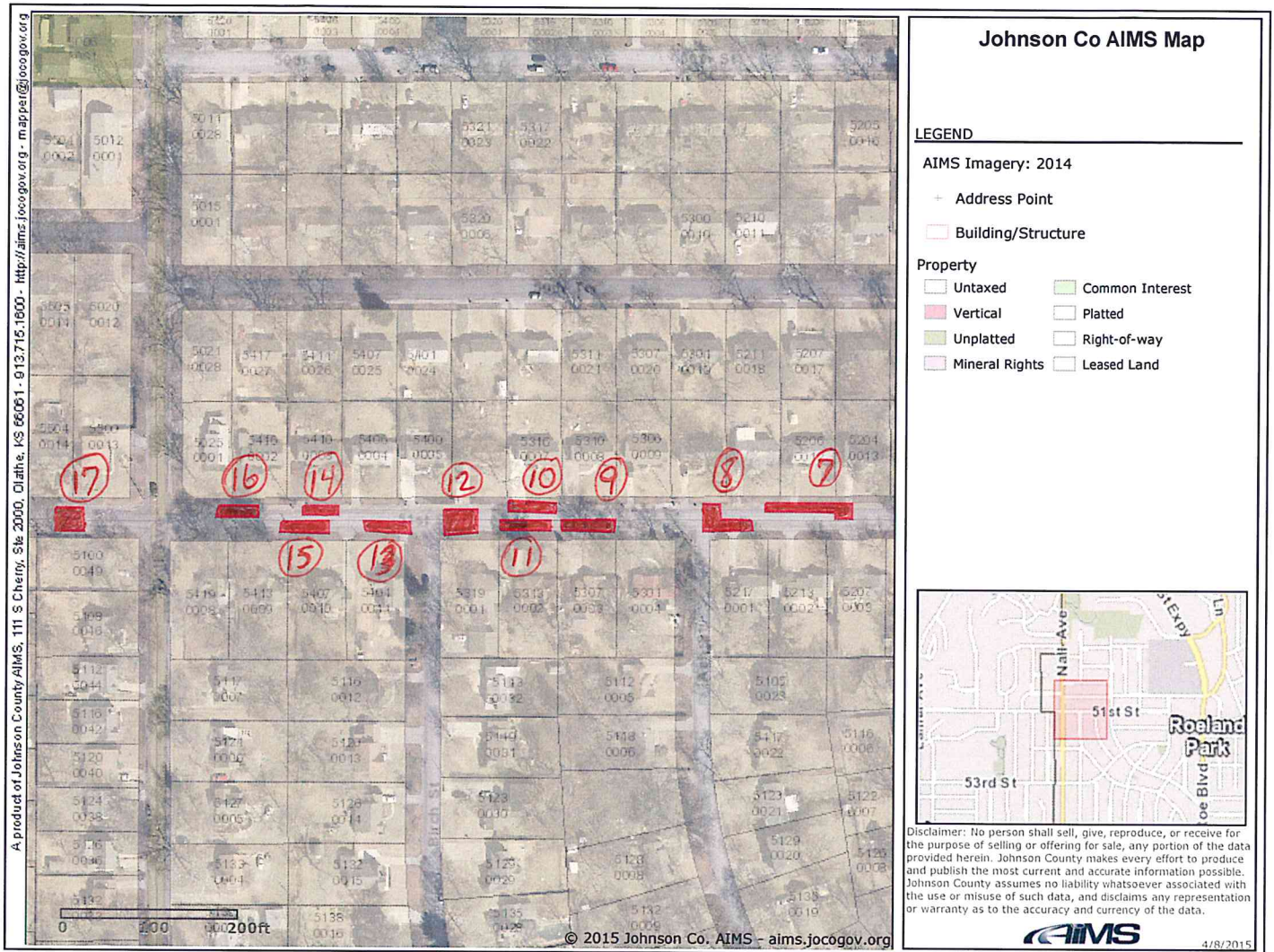
① 50 sy

② 90 sy

③ 80 sy

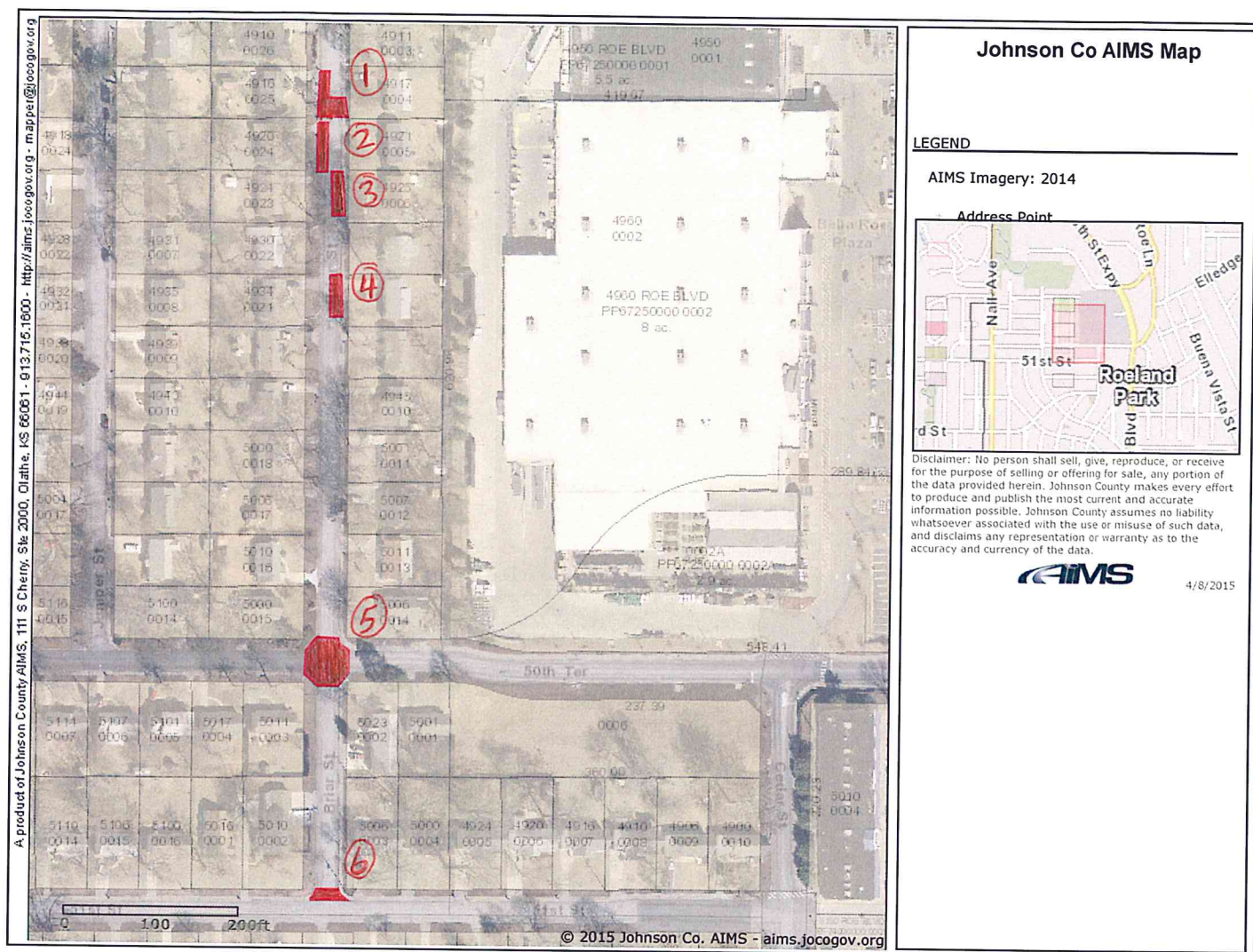


- ① 137 sayd
- ② 27 sayd
- ③ 67 sayd
- ④ 42 sayd
- ⑤ ~~39~~ sayd
- ⑥ 64 sayd



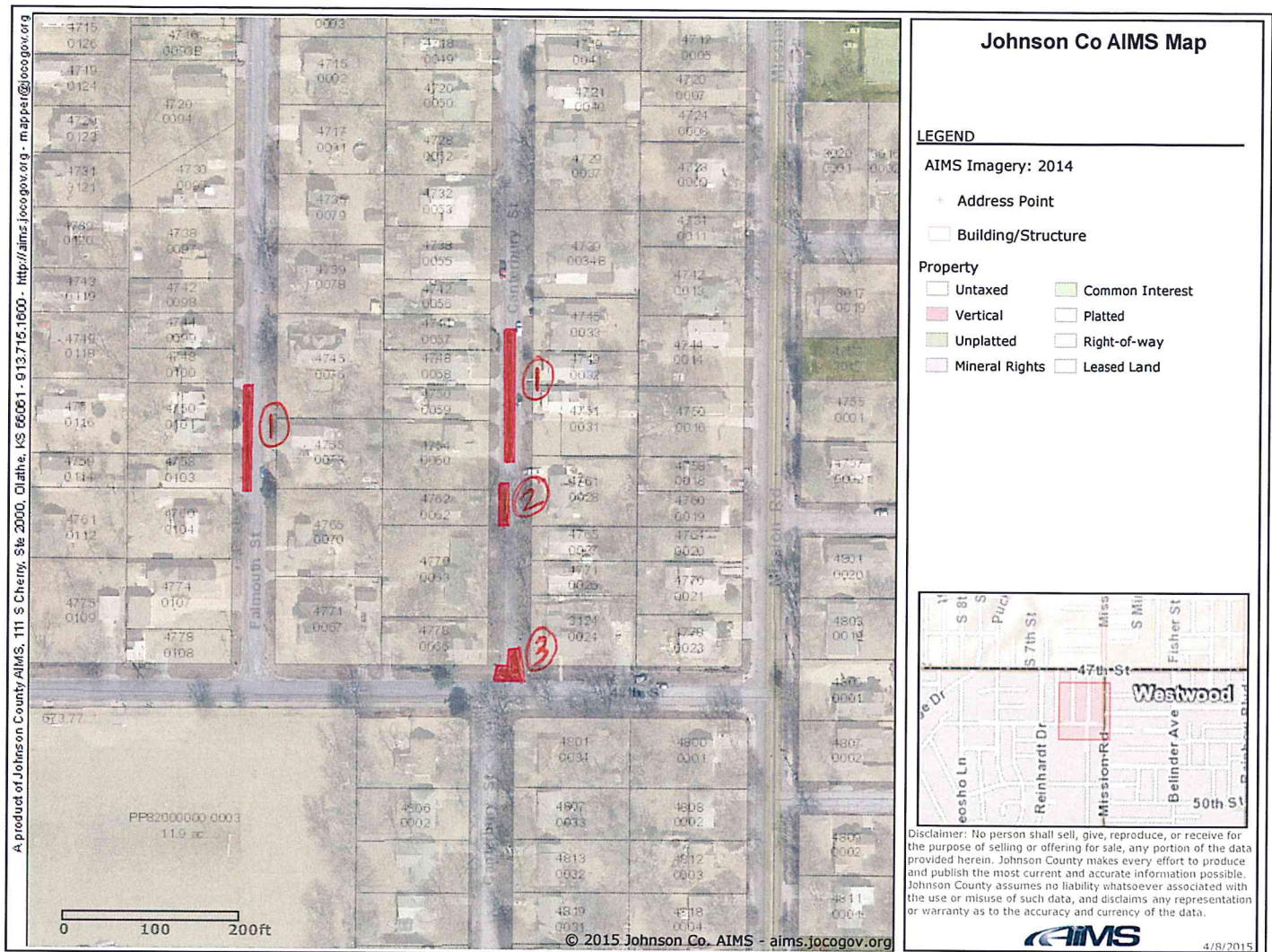
51st street

- | | |
|--------------|------------|
| 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

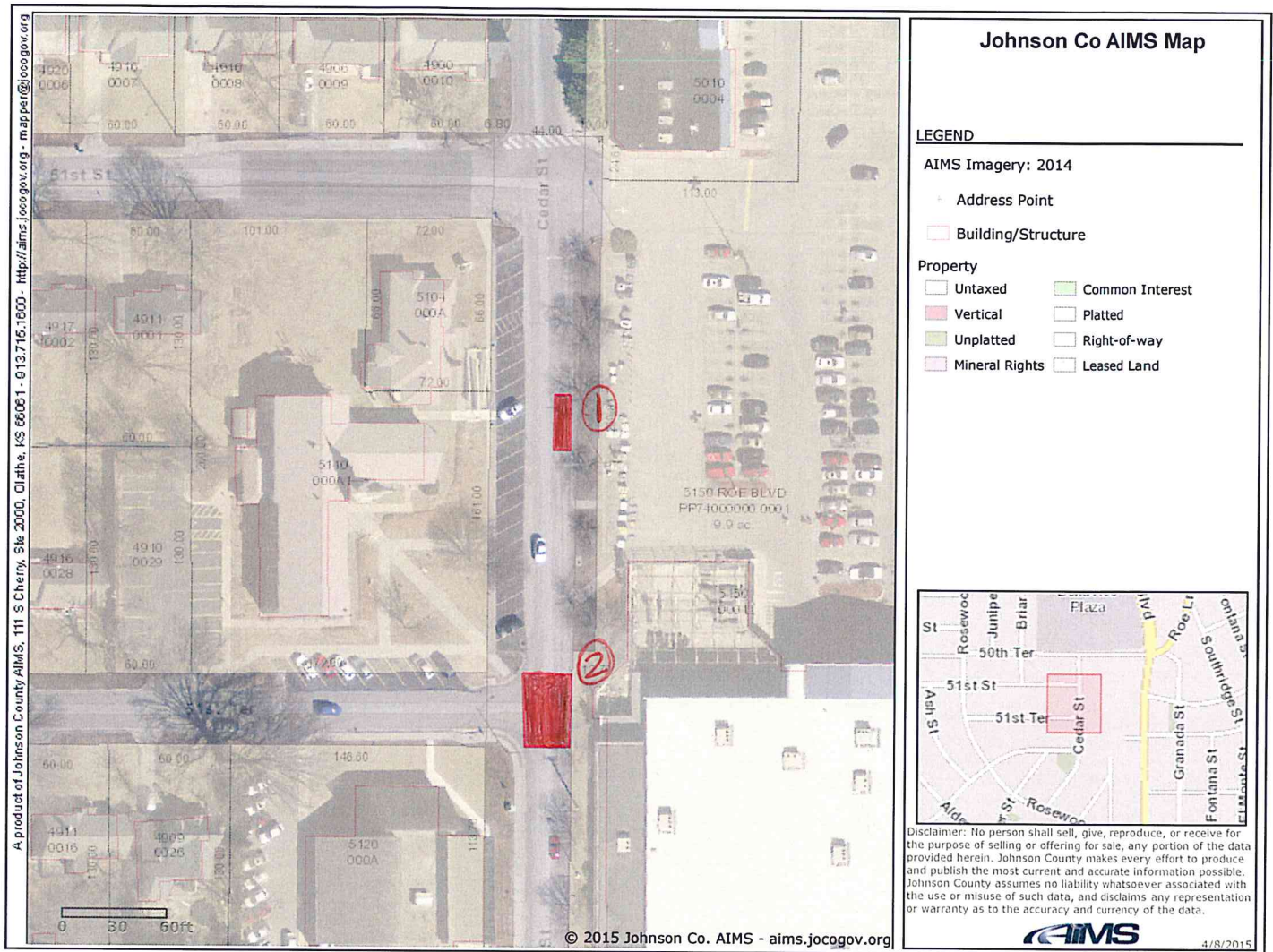
① ~~67~~ sqyd

② 38 sqyd

③ 38 sqyd

Falmouth St

① 14 sqyd

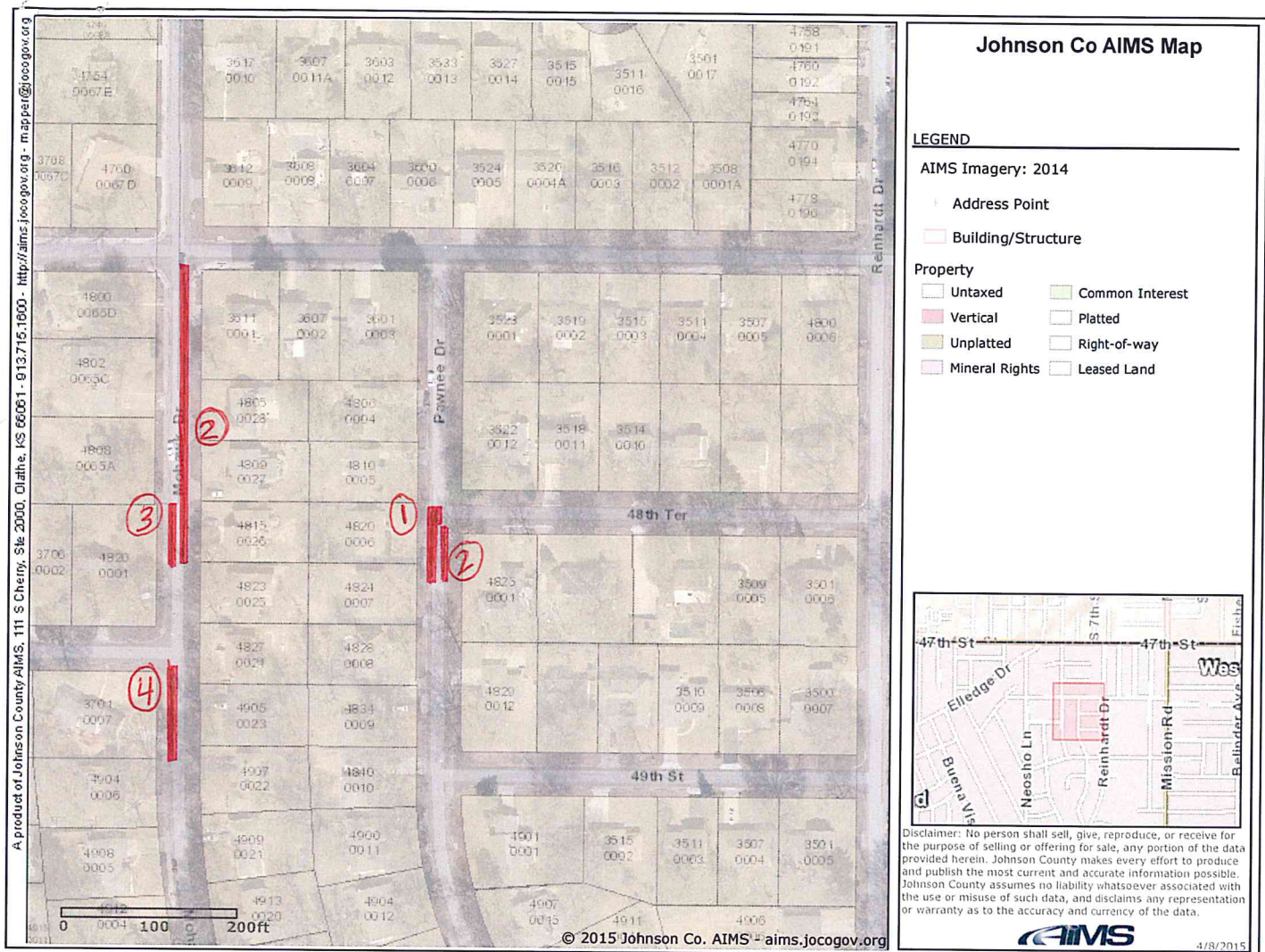


Cedar Street

① 44 sy

② 330 sy



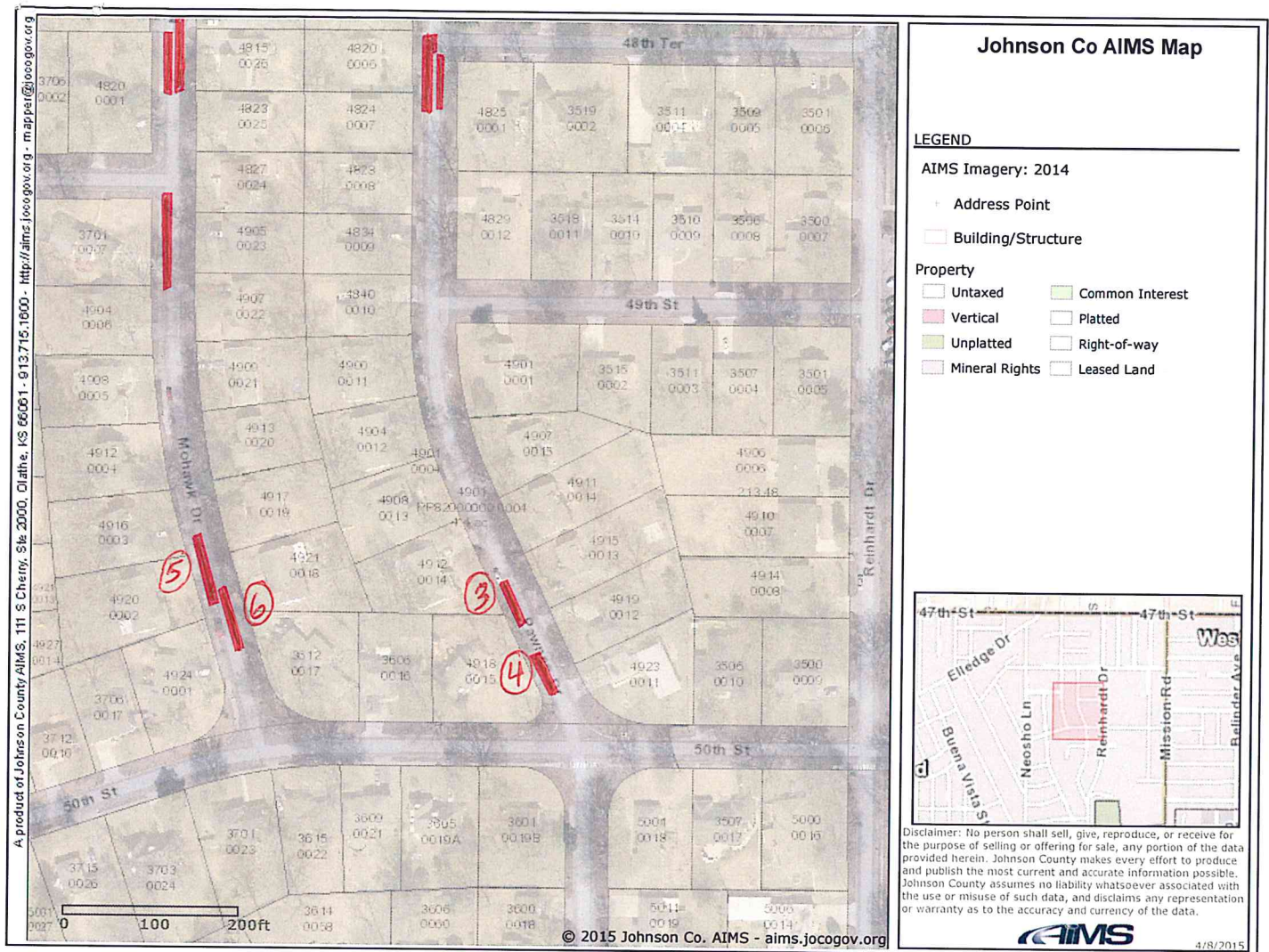


Mohawk Dr

- 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: REPORTS OF COMMITTEES:- II.-14.

Committee 5/4/2015
Meeting Date:



ATTACHMENTS:

Description

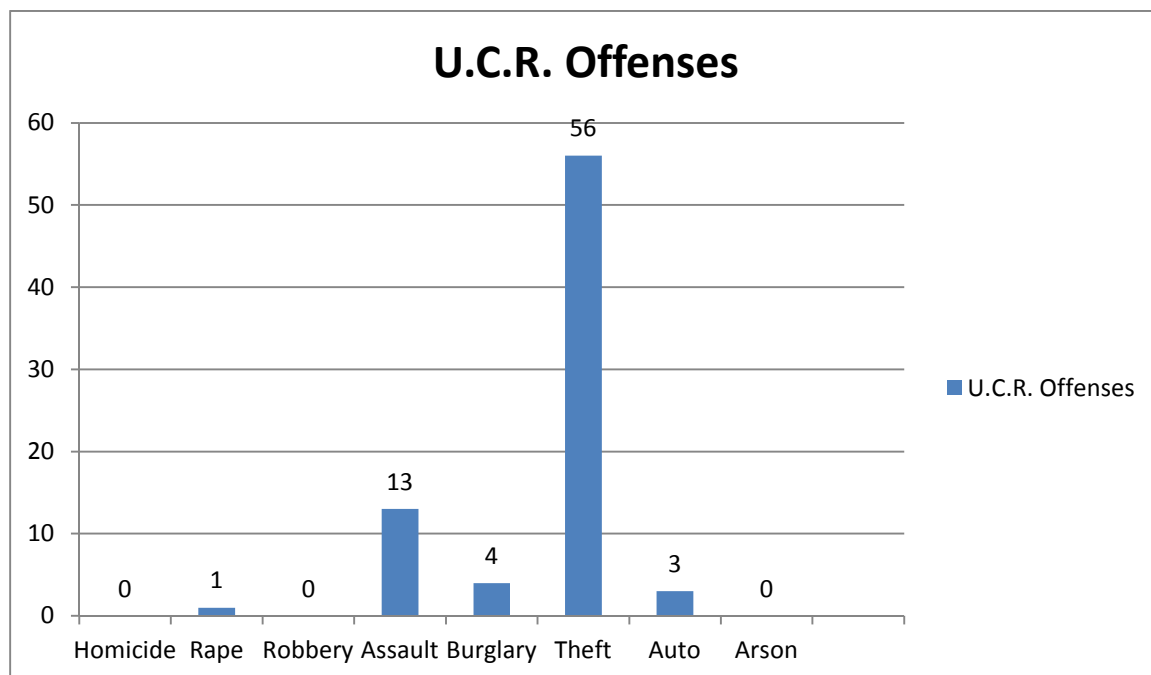
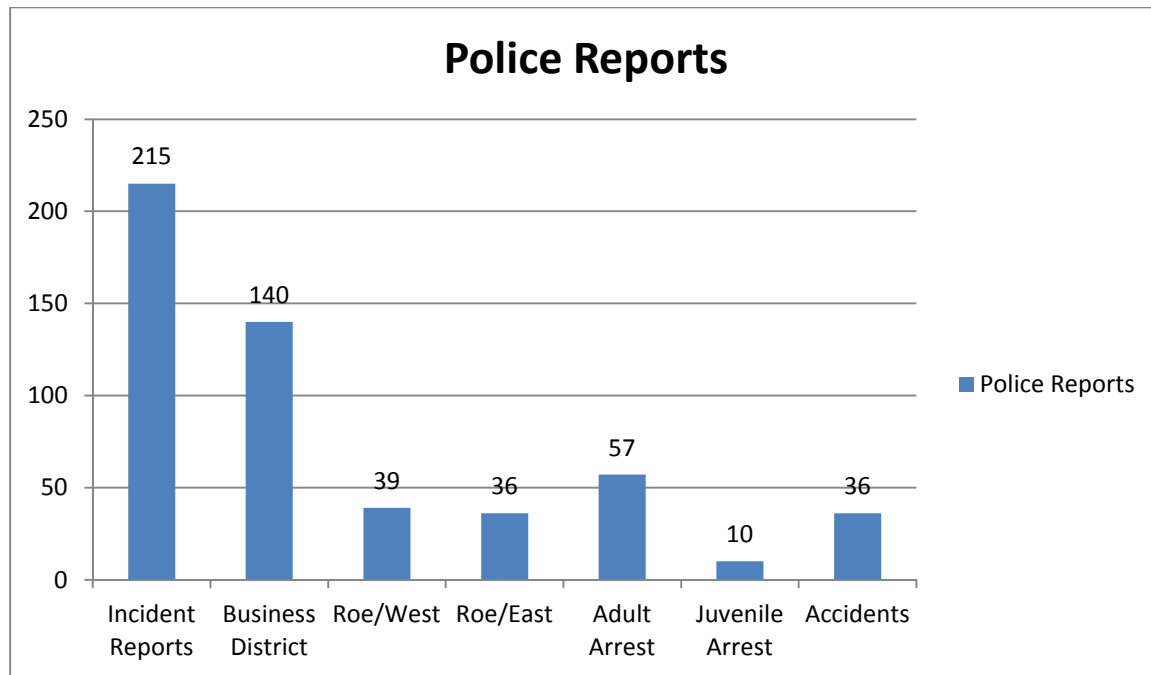
Type

 2015 1st Quarter Stats

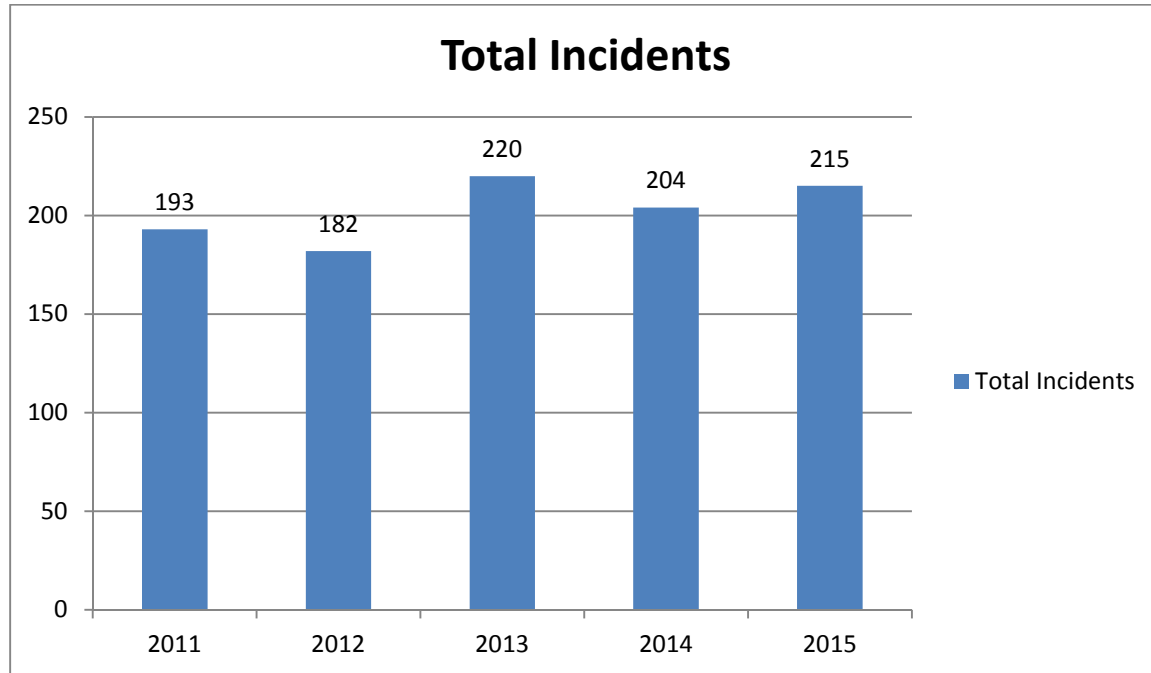
Cover Memo

ROELAND PARK POLICE DEPARTMENT / 2015 1ST QUARTER REPORT

Jan 1st – March 31st



ROELAND PARK POLICE DEPARTMENT 1ST QUARTER INCIDENTS / 2011-2015



Item Number: **REPORTS OF COMMITTEES:- II.-15.**

Committee **5/4/2015**
Meeting Date:



City of Roeland Park Action Item Summary

Date: 2/2/2015
Submitted By: Aaron Otto
Committee/Department: Admin.
Title: **Admin - Appeals Board for Property Maintenance and Code Board of Appeals (est time 5-10 min)**
Item Type: Discussion

Recommendation:

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.

ATTACHMENTS:

Description

 appeals board for property

Type

Cover Memo

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 is Building Code, Mechanical Code, Plumbing Code, Fire Code and Electrical Code~~, there shall be and is hereby created a Code Board of Appeals, ~~which shall consist of the members of the Board of Zoning Appeals consisting of five (5) members~~, appointed by the Mayor with the consent of the City Council ~~in accordance with Chapter 16, Article 15, of the City Code, who are qualified by experience and training to pass upon matters pertaining to construction~~. The Board shall adopt reasonable rules and regulations for conducting its investigations and shall render all decisions and findings in writing to the ~~B~~building ~~O~~fficial 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 ~~B~~building ~~O~~fficial, or who may consider that the provisions of ~~the codes incorporated in this Chapter this Building Code or the mechanical code, plumbing code and/or electrical code~~ 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 ~~B~~building ~~O~~fficial 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~~chairman 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 this code~~ to cover a special case if it appears that the provisions of ~~the applicable code or this code or the plumbing, mechanical or electrical~~ 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) this Building Code~~ shall become effective only when authorized by an amendment to ~~the this code or the mechanical, plumbing or electrical codes whichever is~~ applicable code(s).

- 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+09~~ of the City Code.
- 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+09~~ of the City Code.
- 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+09~~ of the City Code.
- 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+09~~ of the City Code.
- 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+09~~ of the City Code.
- 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+09~~ of the City Code.
- 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+09~~ of the City Code.
- 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+09~~ of the City Code.
- 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.
- 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.
- 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.

Item Number: REPORTS OF COMMITTEES:- II.-16.

Committee 5/4/2015
Meeting Date:



City of Roeland Park Action Item Summary

Date: 3/12/2015
Submitted By: Joel Marquardt
Committee/Department: Admin.
Title: **Admin - Committee of the Whole Procedural Rules Update (est time 5 min)**
Item Type: Discussion

Recommendation:

To gain a recommendation of the Governing Body to remove 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.

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: REPORTS OF COMMITTEES:- II.-17.

Committee 5/4/2015
Meeting Date:



City of Roeland Park Action Item Summary

Date: 2/19/2015
Submitted By: Ted Clemons
Committee/Department: Admin.
Title: **Admin - Remote Meeting Participation Policy(est time 10 min)**
Item Type: Discussion

Recommendation:

To gain a recommendation from the Governing Body 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

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 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 distance.

C. Those utilizing remote participation shall not count towards the required quorum.

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 chair the 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 participants do not count toward a quorum requirement.

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: Committee Minutes- A.-1.

Committee 5/4/2015
Meeting Date:



ATTACHMENTS:

Description

Type

 April Community Events Minutes

Cover Memo

Community Events Committee

CITY of ROELAND PARK

Draft Meeting Minutes

Wednesday, April 15th, 2015

Roeland Park City Hall

Attendees

Jan Grebe, Kathleen Whitworth, Scott Ferrel, Jennifer Gunby, Sheri McNeil, Michael Poppa, Teresa Kelly, Lisa Scarnak (JCPRD), Blake Morgan guest

Call to Order by Scott Ferrel

Approval of Minutes: The minutes from the March 2015 meeting were approved as written

Old Business

- Review of Easter Egg Hunt at Nall Park
 - Park looked wonderful thanks to all the work done by Public Works
 - Event was fun and well received
 - Refreshments good and gone-around 205 cookies
 - Event well publicized-Banner, website, PV Post
 - Good introduction to the Park
 - Parking distance a problem for parents lugging kids-may want to consider a shuttle
 - Terrain at Nall Park not the problem as thought
 - Need to allow more space for each age group for egg hunting
 - Nice not to have to lug chairs and tables-shelter provided plenty of room for refreshment, prizes, etc.
 - Around 300 eggs were returned for reuse

New Business

- City Wide Block Party-6/13/2015 3:00 PM to dusk
 - Action items completed
 - Scott has secured four bands and a generator for event
 - Scott has secured alcohol permit
 - Information on Block Party to appear in upcoming Roeland Parker
 - Action Items assigned
 - **Jan** will make signs for activities and participants tables
 - **Jan** will talk with Public works regarding porta potties, trash, tables, tents and folding chairs for event
 - **Sherri** will talk with Mark Babcock to see if he can bring his antique fire truck
 - **Scott** will contact District #2 to see if new firetruck could be available for event
 - **Scott** will contact Werner's to see if they can be food vendor at event
 - **Jennifer** to talk with Suzie Gibbs of Mission to see what food vendors Mission uses for Spirit of Mission Art Festivals
 - **Kathleen** to notify Public works of need to establish existing banners for Block Party on the Monday prior to the event
 - Count of attendees- How do we account? **Need to discuss**
 - Publicity-Flyer, PV Post-? **Who is assigned?**
 - Block Party events planned
 - Music-Scott
 - Food-Scott
 - Inflatable balls-Jennifer

- Hula Hoops-Jan
- Bubble Machine-Kathleen (Joel)
- Face painting, stamping, glitter tattoos-Kathleen to research
- Chalk Art-Kathleen
- Corn Husk Dolls-Sherri
- Tail gating games-All, need to include in flyer
- Scavenger Hunt-Arts Committee
- JCPRD table-Lisa
- Bake Sale & Marketplace-Citizen's Fundraising
- Parks and Sustainability to be invited to participate

- Committee will support three upcoming events in 2015
 - City Wide Block Party-6/13/15 3:00 PM to dusk
 - Barktoberfest AM (formerly Bark in R Park) at R Park in conjunction with Adult Oktoberfest PM at R Park-October 3rd, 2015
 - Christmas Tree Lighting-Date and details TBD (December)

Motions Approved

- None

Other Matters/Reminders/Announcements

- Arts
 - 5/2/2015 at City Hall-Art Fundraiser-More details coming
- Parks
 - 4/25/2015 11:00 AM-1:00 PM at R Park-Arbor Day/Earth Day/New Trees Celebrating the arrival of 22 new trees at R Park and the signage to compliment the trail
- R Park Initiative fundraising events
 - 6/06/2015-10:00-1:00 PM at R Park- Arrr Park. Pirate theme event. Healthy sack lunch offered for sale at event.
 - 10/10/15-6:00 PM-9:00 PM at RP Community Center-**Cancelled**
- JCPRD upcoming events at the Roeland Park Community Center
 - Spring Schedule in planning stages-
 - JCPRD asking for Events participation in a Halloween event
- **Next Committee Meeting: Wednesday, May 20th, 6:00 PM [third Wednesday]**
- **Special Meeting called on Wednesday June 3rd at 5:30 PM at R Park for Block Party event setup**

Item Number: Committee Minutes- A.-2.

Committee Meeting Date: 5/4/2015



ATTACHMENTS:

Description

 sustainability April

Type

Cover Memo

Minutes
Sustainability Committee
CITY of ROELAND PARK
Thursday, April 2, 2015; 6:00pm – 7:30pm
Roeland Park City Hall

Committee:

Teresa Kelly – Council
Representative
Brandon Gillette

Duane Daugherty
Cathy Creed
Michael Kelly

Elizabeth Phelps
Judy Hyde

PURPOSE. The purpose of the Environmental Sustainability Committee is to make recommendations to the Governing Body concerning issues relating to or affecting environmental sustainability.

DUTIES AND RESPONSIBILITIES.

It shall be the responsibility of the Committee to review current uses and practices as they relate to environmental sustainability, including a review of the City's own practices and procedures, and to make recommendations to the Governing Body relating to policies, guidelines or programs, including but not limited to, maintaining and enhancing air quality, reducing waste disposal and need for landfills, increasing awareness of the need to conserve natural resources and generally educating the public on methods to protect the environment.

Call to Order – 6:05pm

Present – Brandon, Duane, Cathy, Judy, Michael, Elizabeth, Teresa

Approval of Minutes: from March 5, 2015

Motion – Judy, 2nd – Michael, All – yes

Additions to the Agenda

1. Rain garden, upkeep?
 - a. Budget for maintenance, part of stormwater management plan
 - b. Contact public works to see about prioritizing rain garden maintenance

Old Business

1. Review and finalize contacts for outreach of information pertaining to Communities for All Ages (CFAA), Generation exchange – Michael
 - a. Bronze and Silver level, applying this fall
 - b. Presenting at community forum, working on Roeland Park specific materials
 - c. Bike/Walk KC, informal committee, challenge to increase walkability
 - d. Specific contacts for groups around town to education of CFAA, to Teresa by April 30
2. Generation Exchange
 - a. Inter-generational storytelling project to increase social interaction between younger and older generations
 - b. Used as an outreach program for CFAA and MARC

Meeting Dates for 201:

Jan 8	Feb 5	Mar 5	Apr 2	May 7	Jun 4
Jul 2	Aug 6	Sept 3	Oct 1	Nov 5	Dec 3

- c. Possibly tie to social studies curriculum at schools, this fall
 - i. Check on [KS Social Studies standards](#)
 - ii. Motion to support Generation Exchange, as part of CFAA Recognition program – Duane, 2nd – Elizabeth, All – yes
- 3. Upcoming Arbor Day/Earth Day event at R-Park (April 25, R Park, 11am to 1pm)
 - a. Pollinator plants demo, visuals, email Shea about table and tent
 - i. We will have posters, is there a way to display them (tripod, table and clear table cloth)? Possible permanent displays?
 - ii. Pricing info on mounting poster for permanent use – Cathy
 - 1. Motion to use up to \$200 – Judy, 2nd – Duane, All – yes
 - b. Activities –
 - i. Bees/pollinator exhibit
 - 1. \$50 (previous motion, March 5), to be spent on pollinator plants
 - ii. Seed planting
 - 1. Milkweed, Echinacea, zinnia, marigold
- 4. SMAC legislation update – initiative passed city council
 - a. Future discussion on educating community

New Business

- 1. Next steps for CFAA outreach, scheduling presentations

Other Matters/Reminders/Announcements:

- 1. Vote on April 7
- 2. City council redefining purpose/role of sustainability
- 3. Informal garden group forming
- 4. EV charging station, possible upgrades?

Next Meeting Date: May 7, 2015 6:00 PM [1st Thursday]

Adjourn

Motion – Duane, 2nd – Michael, All – yes

Meeting Dates for 201:

Jan 8	Feb 5	Mar 5	Apr 2	May 7	Jun 4
Jul 2	Aug 6	Sept 3	Oct 1	Nov 5	Dec 3