

AGENDA
CITY OF ROELAND PARK, KANSAS
CITY COUNCIL MEETING
ROELAND PARK
Roeland Park City Hall - 4600 W 51st St
March 30, 2015 7:00 PM

Pledge of Allegiance
Roll Call
Modification of Agenda

I. Consent Agenda

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

- A. Appropriation Ordinance #878
- B. E ticketing System
- C. Nall and R Parks list of Amenities and Deferred Maintenance Phase 1
- D. Interlocal Agreement with the City of Fairway for a Salt Dome
- E. Task Order #17 for 48th and Roe Blvd. Intersection Work
- F. Task Order #18 to create an RFP for 2015 Street Maintenance Part 1

II. Business From the Floor

A. Applications/Presentations

B. Citizens Comments

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

III. Mayor's Report

- A. Economic Development Update
- B. Proclamation – Arbor Day

IV. Standing Committees/Committee Reports

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

V. Reports of City Liaisons

- A. 47th & Mission Road Jennifer Gunby and Michael Rhoades)
- B. JoCo Parks & Rec Pool Advisory Board (Becky Fast, JoAnna Rush and Jan Grebe)
- C. NE Animal Control (Megan England and Sheri McNeil)

VI. Unfinished Business

- A. Granada Park Rehabilitation Project

VII. New Business

- A. Appointments - City Prosecutor: Frank Gilman
- B. Appointments - Municipal Judge: Karen Torline
- C. Appointments - Shawnee Indian Mission Foundation Interim Board Member: Bill Art
- D. City Administrator Contract
- E. 47th and Mission property Temporary Exemption for Parking while Requesting Additional Parking (est time 15 min) at 8 p.m.

VIII. Ordinances and Resolutions:

- A. Charter Ordinance 29 - A CHARTER ORDINANCE AMENDING AND REPEALING SECTIONS 3 THROUGH 11, INCLUSIVE, OF CHARTER ORDINANCE NO. 12; ALSO AMENDING AND REPEALING SECTION 1-318 OF THE CODE OF THE CITY OF ROELAND PARK, KANSAS.
- B. Ordinance 908 - AN ORDINANCE TO REVISE AND UPDATE THE ROELAND PARK, KANSAS ZONING AND SUBDIVISION REGULATIONS; REPEALING EXISTING SECTIONS 16-101 THROUGH 16-1605 OF THE CODE OF THE CITY OF ROELAND PARK, KANSAS; INCORPORATING BY REFERENCE THE ZONING AND SUBDIVISION REGULATIONS OF THE CITY OF ROELAND PARK, KANSAS, MARCH 2015; AND DIRECTING THE CODIFICATION OF THE SECTIONS OF THE ZONING AND SUBDIVISION REGULATIONS INTO THE CODE OF THE CITY OF ROELAND PARK, KANSAS.

IX. Reports of City Officials:

- A. City Administrator Report
- B. City Attorney Report
- C. City Clerk Report

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

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

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

- B. **Public Comment Request to Speak Form.** The request form's purpose is to have a record for the City Clerk. Members of the public may address the City Council during Public Comments and/or before consideration of any agenda item; however, no person shall address the Council without first being recognized by the Mayor (Chair). Any person wishing to speak, whether during Public Comments or on an agenda item, shall first complete a Public Comment or Request to Speak form and submit this form to the City Clerk before the Mayor (Chair) calls for Public Comments or calls the particular agenda item
 - 1. **Public Comment on Non-Agenda Items.** The Agenda shall provide for public comment about matters that are within the jurisdiction of the City but are not specifically listed on the Agenda. A member of the public who wishes to speak under Public Comments must fill out a Public Comment Request to Speak form and submit it to the City Clerk before the Mayor (Chair) calls for Public Comments.

 - 2. **Public Comment on Agenda Items.** Public comment will be accepted on Agenda items. A member of the public, who wishes to speak on an Agenda item, including items on the Consent Agenda, must fill out a Request to Speak form and submit it to the City Clerk before the Mayor (Chair) calls the Agenda item.

- C. **Purpose.** The purpose of addressing the City Council is to communicate formally with the Council regarding matters that relate to Council business or citizen concerns within the subject matter jurisdiction of the City Council. Persons addressing the City Council on an agenda item shall confine their remarks to the matter under consideration by the Council.

- D. **Speaker Decorum.** Each person addressing the City Council, shall do so in an orderly, respectful, dignified manner and shall not engage in conduct or language that disturbs, or otherwise impedes the orderly conduct of the Council meeting. Any person, who so disrupts the meeting shall, at the discretion of the Mayor (Chair) or a majority of the Council Members present, be subject to removal from that meeting.
- E. **Time Limit.** In the interest of fairness to other persons wishing to speak and to other individuals or groups having business before the City Council, each speaker shall limit comments to five minutes. If a large number of people wish to speak, this time may be shortened by the Mayor (Chair) so that the number of persons wishing to speak may be accommodated within the time available.
- F. **Speak Only Once.** Second opportunities for the public to speak on the same issue will not be permitted unless mandated by state or local law. No speaker will be allowed to yield part or all of his/her time to another, and no speaker will be credited with time requested but not used by another.
- G. **Addressing the Council.** Comment and testimony are to be directed to the Mayor (Chair). Dialogue between and inquiries from citizens at the lectern and individual Council Members, members of staff, or the seated audience is not permitted. Council Members seeking to clarify testimony or gain additional information should direct their questions through the Mayor (Chair). Always speak from the microphone to ensure that all remarks are accurately and properly recorded. Only one speaker should be at the microphone at a time. Speakers are requested to state their full name, address and group affiliation, if any, before delivering any remarks.
- H. Agendas and minutes can be accessed at www.roelandpark.org or by contacting the City Clerk

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

Item Number: Consent Agenda- I.-A.

Committee Meeting Date: 3/30/2015



City of Roeland Park Action Item Summary

Date:

Submitted By:

Committee/Department:

Title:

Appropriation Ordinance #878

Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

ATTACHMENTS:

Description

Type

📎 Appropriation Ordinance 878

Cover Memo

The City of Roeland Park, Kansas

4600 West Fifty-First Street

Roeland Park, Kansas 66205

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

Thursday, March 26, 2015

Appropriation Ordinance - 03/30/2015 - #878

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

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

Section 2: This Ordinance shall take effect and be in force from and after its passage. Passed and approved this 30th day of March, 2015.

Attest:

City Clerk

Mayor

Total Appropriation Ordinance	\$	136,186.84
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There are sufficient funds in the General Fund to cover general fund expenditures.

Appropriation Ordinance - 03/30/2015 - #878

Vendor	Dept	Acct #	Description	Invoice Description	Amount	Check /EFT	
						Chk #	Date
Adorama	102	5307.102	Other Commodities	Invoice: 1645664 /	\$ 599.75	64211	3/11/2015
Advance Auto Parts	106	5260.106	Vehicle Maintenace	Invoice: 3/31/15 STMT /	\$ 44.92	64261	3/25/2015
Airgas USA, LLC	106	5214.106	Other Contracted Services	Invoice: 9925445118 /	\$ 71.82	64243	3/18/2015
Alamar Uniforms	102	5308.102	Clothing & Uniforms	Invoice: 47204601 /	\$ 7.75	64244	3/18/2015
Alamar Uniforms	102	5308.102	Clothing & Uniforms	Invoice: 474059 /	\$ 149.99	64244	3/18/2015
Alamar Uniforms	102	5308.102	Clothing & Uniforms	Invoice: 474720 / Estrada	\$ 53.97	64262	3/25/2015
American Fidelity Assurance	101	2052.101	Supplemental Insurance Payable	Invoice: B285787 /	\$ 829.06	64263	3/25/2015
KC Metro APWA	106	5206.106	Travel Expense & Training	Invoice: 3/19/15 REGISTRATION /	\$ 15.00	64264	3/25/2015
Shawnee Mission Tree Service, Inc.	106	5321.106	Tree Maintenance	Invoice: 2/25/15 /	\$ 6,400.00	64212	3/11/2015
Black & McDonald	101	5120.101	Street Light Repair And Maintenance	Invoice: 76534793 /	\$ 1,737.40	64213	3/11/2015
Black & McDonald	101	5120.101	Street Light Repair And Maintenance	Invoice: 76534798 /	\$ 1,737.40	64245	3/18/2015
Black & McDonald	101	5120.101	Street Light Repair And Maintenance	Invoice: 76535079 /	\$ 1,737.40	64265	3/25/2015
Kelley Bohon	107	5133.107	Wellness Incentive	Invoice: 3/8/15 ACADEMY SPTS / wellness p	\$ 50.00	64214	3/11/2015
C & C Group	101	5214.101	Other Contracted Services	Invoice: 83317 /	\$ 452.00	64215	3/11/2015
C & C Group	101	5214.101	Other Contracted Services	Invoice: 83484 /	\$ 113.00	64246	3/18/2015
C & G Rubber Stamp, Inc.	103	5301.103	Office Supplies	Invoice: 105067 /	\$ 26.00	64247	3/18/2015
Cintas First Aid and Safety	106	5207.106	Medical Expense & Drug Testing	Invoice: 5002663726 /	\$ 30.09	64216	3/11/2015
Ted Clemons	107	5133.107	Wellness Incentive	Invoice: 3/3/15 NIKE / wellness program	\$ 50.00	64217	3/11/2015
Consolidated Communications	101	5202.101	Telephone & Internet	Invoice: 3/9/15 / other cont. services	\$ 1,348.57	64248	3/18/2015
E. Edwards, Inc.	106	5308.106	Clothing & Uniforms	Invoice: 3021512052 /	\$ 302.49	64266	3/25/2015
Goodyear Auto Service Center	105	5260.105	Vehicle Maintenace	Invoice: 161442 /	\$ 196.50	64218	3/11/2015
David J. Grummon, P.A.	103	5209.103	Professional Services	Invoice: 3/13/15 /	\$ 150.00	64249	3/18/2015
David J. Grummon, P.A.	103	5209.103	Professional Services	Invoice: 3/3/15 /	\$ 150.00	64249	3/18/2015
Johnson County Wastewater	101	5201.101	Electric, Gas, Sewer & Water	Invoice: 1838/3179/7699 3/15 /	\$ 34.32	64250	3/18/2015
Johnson County Wastewater	106	5201.106	Electric, Gas, Sewer & Water	Invoice: 1838/3179/7699 3/15 /	\$ 74.48	64250	3/18/2015
Johnson County Park & Recreation Dist.	101	5758.101	Pool Operations	Invoice: 3/23/15 /	\$ 850.00	64267	3/25/2015
KACM	105	5405.105	Dues, Subscriptions & Books	Invoice: 15140 /	\$ 70.00	64251	3/18/2015
KCP & L	106	5201.106	Electric, Gas, Sewer & Water	Invoice: 1275 3/9/15 /	\$ 4,755.77	64252	3/18/2015
Keller Fire & Safety	290	5210.29	Maintenace & Repair Building	Invoice: 141054 /	\$ 341.00	64268	3/25/2015
Kansas Gas Service	101	5201.101	Electric, Gas, Sewer & Water	Invoice: 1745/7836 3/17/15 / gas charges	\$ 438.61	64269	3/25/2015
Kansas Gas Service	106	5201.106	Electric, Gas, Sewer & Water	Invoice: 1745/7836 3/17/15 / gas charges	\$ 1,054.53	64269	3/25/2015
KS Municipal Judges Association	103	5405.103	Dues, Subscriptions & Books	Invoice: 3/15 DUES /	\$ 25.00	64219	3/11/2015
Kansas Alcohol Beverage Control	101	5408.101	Miscellaneous Charges	Invoice: MAR 2015 REPORT /	\$ 25.00	64220	3/11/2015
Kansas One-Call System, Inc.	101	5120.101	Street Light Repair And Maintenance	Invoice: 5020445 /	\$ 88.00	64221	3/11/2015
Kansas State Treasurer	103	5228.103	Fees Due State of Kansas	Invoice: FEB 15 COURT REVENUE / state fe	\$ 569.00	64222	3/11/2015

Lathrop & Gage, LLP	101	5216.101 Special Prosecutor Fees	Invoice: 1671540 /	\$	58.00	64223	3/11/2015
The Legal Record	101	5204.101 Legal Printing	Invoice: L53232 /	\$	11.68	64224	3/11/2015
Logan Contractors Supply, Inc	106	5318.106 Tools	Invoice: J80997 / measuring wheel	\$	74.95	64225	3/11/2015
Lowe's Business Acct./GEMB	101	5210.101 Maintenace & Repair Building	Invoice: 1760 4/12/15 /	\$	59.87	64270	3/25/2015
Lowe's Business Acct./GEMB	106	5304.106 Janitorial Supplies	Invoice: 1760 4/12/15 /	\$	42.10	64270	3/25/2015
Lowe's Business Acct./GEMB	106	5306.106 Materials	Invoice: 1760 4/12/15 /	\$	73.91	64270	3/25/2015
Lowe's Business Acct./GEMB	106	5306.106 Materials	Invoice: 1760 4/12/15 /	\$	26.57	64270	3/25/2015
Lowe's Business Acct./GEMB	106	5306.106 Materials	Invoice: 1760 4/12/15 /	\$	63.00	64270	3/25/2015
Lowe's Business Acct./GEMB	290	5320.290 Trees, Plants, Grass Seed & Sod	Invoice: 1760 4/12/15 /	\$	12.15	64270	3/25/2015
Lowe's Business Acct./GEMB	290	5320.29 Trees, Plants, Grass Seed & Sod	Invoice: 1760 4/12/15 /	\$	2.63	64270	3/25/2015
Law Offices of Daniel J. Martinez, LLC	103	5209.103 Professional Services	Invoice: 144 /	\$	150.00	64271	3/25/2015
Moss Printing	105	5301.105 Office Supplies	Invoice: 5717 /	\$	1,561.00	64254	3/18/2015
Municode	101	5214.101 Other Contracted Services	Invoice: 252951 /	\$	1,788.75	64226	3/11/2015
Jennifer Murphy	107	5133.107 Wellness Incentive	Invoice: 3/7/15 NIKE STORE /	\$	50.00	64227	3/11/2015
NAPA Auto Parts	106	5260.106 Vehicle Maintenace	Invoice: 110215 /	\$	54.03	64272	3/25/2015
National League of Cities	105	5405.105 Dues, Subscriptions & Books	Invoice: 113328 /	\$	1,117.00	64255	3/18/2015
Nationwide Retirement Solutions	101	2060.101 Section 457 Employee Payable	Invoice: 3/12/15 /	\$	1,323.75	64228	3/11/2015
Nationwide Retirement Solutions	101	2060.101 Section 457 Employee Payable	Invoice: 3/26/15 /	\$	1,248.83	64273	3/25/2015
Northeast Animal Control Comm.	102	5238.102 Animal Control	Invoice: 2015 PER CAPITA /	\$	53,254.10	64256	3/18/2015
Nextel Communications	102	5202.102 Telephone & Internet	Invoice: 503261523132 / phone/data/p.d.	\$	38.43	64274	3/25/2015
Inobbar LLC	101	5405.101 Dues, Subscriptions & Books	Invoice: 23631 /	\$	4,950.00	64275	3/25/2015
Pavlich, Inc.	250	5271.25 Sand and Salt	Invoice: 30776 /	\$	8,294.60	64229	3/11/2015
Phillips Pinewood Mulch, Inc.	106	5320.106 Grounds Maintenance	Invoice: 9409 /	\$	2,475.00	64276	3/25/2015
Pitney Bowes	101	5205.101 Postage & Mailing Permits	Invoice: 2831378MR15 /	\$	136.41	64257	3/18/2015
Balls Food Stores	101	5408.101 Miscellaneous Charges	Invoice: 619333 /	\$	34.55	64258	3/18/2015
Principal Life	107	5130.107 City Paid Life Insurance	Invoice: 3/17/15 / health insurance	\$	804.22	64277	3/25/2015
ProShred of Kansas City	102	5214.102 Other Contracted Services	Invoice: 100086022 /	\$	22.50	64230	3/11/2015
ProShred of Kansas City	105	5214.105 Other Contracted Services	Invoice: 100086022 /	\$	22.50	64230	3/11/2015
Wex Bank	104	5302.104 Motor Fuels & Lubricants	Invoice: 40224767 /	\$	49.17	64259	3/18/2015
Wex Bank	106	5302.106 Motor Fuels & Lubricants	Invoice: 40224767 /	\$	389.83	64259	3/18/2015
Riteway Maintenance & Supply, LLC	101	5214.101 Other Contracted Services	Invoice: 13738 / cleaning	\$	920.00	64231	3/11/2015
Schuler Heating & Cooling, Inc.	106	5210.106 Maintenace & Repair Building	Invoice: 30200 /	\$	109.00	64232	3/11/2015
Schuler Heating & Cooling, Inc.	290	5210.29 Maintenace & Repair Building	Invoice: 30239 /	\$	757.00	64278	3/25/2015
Shafer, Kline & Warren, Inc.	270	5209.27 Professional Services	Invoice: 13009901014 /	\$	3,645.77	64279	3/25/2015
Shafer, Kline & Warren, Inc.	270	5209.27 Professional Services	Invoice: 13009901013 /	\$	1,175.00	64279	3/25/2015
Staples Business Advantage	101	5301.101 Office Supplies	Invoice: 8033385012 /	\$	143.87	64233	3/11/2015
Staples Business Advantage	102	5301.102 Office Supplies	Invoice: 8033385012 /	\$	24.67	64233	3/11/2015
Staples Business Advantage	105	5301.105 Office Supplies	Invoice: 8033385012 /	\$	5.60	64233	3/11/2015

Staples Business Advantage	106	5301.106 Office Supplies	Invoice: 8033385012 /	\$	11.20	64233	3/11/2015
Stinson Leonard Street	101	5215.101 City Attorney	Invoice: 30086282-86 /	\$	5,783.76	64260	3/18/2015
Strasser True Value	106	5306.106 Materials	Invoice: 54791/4886/6687/8073 /	\$	96.45	64234	3/11/2015
Stuart Stram	103	5408.103 Miscellaneous Charges	Invoice: 3/15 TICKET OVERPMT /	\$	160.00	64235	3/11/2015
Deborah Sweeney	101	5214.101 Other Contracted Services	Invoice: 6441 / transcription	\$	569.50	64236	3/11/2015
T & E Tire Service Co., Inc.	106	5260.106 Vehicle Maintenace	Invoice: 57744 /	\$	72.00	64280	3/25/2015
United Community Services	101	5232.101 United Community Services	Invoice: 2015 HUMAN SVC FUND /	\$	3,530.00	64237	3/11/2015
United Parcel Service	102	5205.102 Postage & Mailing Permits	Invoice: Y99263 /	\$	24.14	64281	3/25/2015
US BANK	104	5206.104 Travel Expense & Training	Invoice: FLINCKINGER 2/25/15 /	\$	150.00	64238	3/11/2015
US BANK	105	5206.105 Travel Expense & Training	Invoice: OTTO 2/25/15 /	\$	32.00	64238	3/11/2015
US BANK	106	5206.106 Travel Expense & Training	Invoice: BOHON 2/25/15 /	\$	32.55	64238	3/11/2015
US BANK	104	5405.104 Dues, Subscriptions & Books	Invoice: FLINCKINGER 2/25/15 /	\$	35.00	64238	3/11/2015
US BANK	101	5407.101 Public Relations	Invoice: BOHON 2/25/15 /	\$	452.00	64238	3/11/2015
US BANK	101	5408.101 Miscellaneous Charges	Invoice: OTTO 2/25/15 /	\$	43.00	64238	3/11/2015
US BANK	105	5503.105 Office Equipment	Invoice: BOHON 2/25/15 /	\$	645.55	64238	3/11/2015
US BANK	105	5503.105 Office Equipment	Invoice: BOHON 2/25/15 /	\$	120.98	64238	3/11/2015
USIC Locating Services, LLC	101	5120.101 Street Light Repair And Maintenance	Invoice: 117112 /	\$	930.00	64282	3/25/2015

\$ 136,186.84

Item Number: Consent Agenda- I.-B.

Committee Meeting Date: 3/30/2015



City of Roeland Park Action Item Summary

Date: 2/24/2015
Submitted By: Chief John Morris
Committee/Department: Public Safety
Title: **E ticketing System**
Item Type: Other

Recommendation:

To approve the purchase of digiTicket Electronic Ticketing Solution for the Roeland Park Police Department through the State Contract cost at an amount not to exceed \$18,334.35

Details:

The Roeland Park Police Department issues citations through traffic enforcement and misdemeanor offenses. Those citations are hand written by officers and manually entered by staff into the court computer system for documentation, court dockets, collections, and payment. The in-car digiTicket Electronic Ticketing Solution utilizes police computers with a barcode scanner to scan violator driver license and assign the appropriate charge with minimum delay. Once citations are completed, they are printed on a mobile thermal printer and given to the violator. Citations are then synchronized to the digiTicket server and then electronically moved into the City's court software. This system improves officer safety, minimizes the time it takes to issue a ticket, reduces the safety hazard of time both vehicles are pulled over along the roadway, enhances productivity and revenue, reduces errors, and creates valuable time for staff to complete other clerical tasks.

It is important to note: there is a reoccurring support and maintenance annual fee of \$2,112.50 starting year 2.

Financial Impact

Amount of Request: Cost not to exceed \$18,334.35

Budgeted Item?	Budgeted Amount: \$15,000.00
Line Item Code/Description: 5814 Court Technology	

Additional Information

ATTACHMENTS:

Description		Type
	RP digiticket p1	Cover Memo
	didgticket p3	Cover Memo



Purchase Agreement for the:
City of Roeland Park, KS Police Department



February 25, 2015

SALTUS
TECHNOLOGIES

Prepared by:
Cory Box
Sales Manager
918.392.3912

907 S. Detroit Ave, #820
Tulsa, OK 74120

www.saltustechnologies.com

THIS PURCHASE AGREEMENT ("Agreement") is entered into between **Saltus Technologies, LLC** ("Saltus"), and City of Roeland Park, Kansas ("Customer"). Subject to the terms and conditions set forth herein, Saltus agrees to sell and the Customer agrees to purchase the digiTICKET Solution.

1.0 digiTICKET PURCHASE PRICE

The digiTICKET Solution includes hardware, digiTICKET software, implementation services provided by Saltus and hosting services. The digiTICKET Solution will require ongoing charges/fees associated with software maintenance and support, new equipment when needed, hosting and paper. The purchase price for the digiTICKET Solution and fees shall be as follows:

digiTICKET Purchase Price Quote				
Software License Fees	Units	Fee		Total
digiTICKET Server License	1	\$	3,750	\$ 3,750
digiTICKET Mobile Client Licenses	5	\$	563	\$ 2,813
KLER Interface	0	\$	-	-
Jayhawk Court Interface	1	\$	1,000	\$ 1,000
Total Software License Fees			\$	7,563
Standard Implementation and Training Services *	1	\$	4,250	\$ 4,250
Hardware (scanners, printers, cases, etc) **	5	\$	964	\$ 4,821.85
Paper Cost (50 roll minimum w/ pre-printed back)	50	\$	12	\$ 600
Custom Ticket back setup fee	1	\$	500	\$ 500
Hosting Services (monthly fee)	12	\$	50	\$ 600
Total Purchase Price (Year 1):				\$ 18,334.35

* Includes travel and living expenses for two onsite trainers.

** See detailed hardware quote with line item descriptions on following pages.

Recurring Annual Fees				
Component	Units	Fee		Totals
Annual Maintenance and Support Fee (fees begin in year 2)		20%	\$	1,512.50
Web Hosting - 12 months	12	\$	50	\$ 600
Total Annual Recurring Fees (beginning year 2):				\$ 2,112.50

Optional Capabilities				
Component	Units	Fee		Totals
Custom Report(s) - 1st report is free	0	\$	500	\$ -
Setup of multiple printed ticket formats (per additional format)	0	\$	1,000	\$ -
Setup of multiple mobile environments (laptop & handheld)	0	\$	2,000	\$ -
DC-66 Report Configuration	0	\$	500	\$ -
DC-66 Insurance Verification Report	0	\$	1,000	\$ -

Explanation of Purchase Price and Fees:

Software Licenses Fees: The following components make up the software license fees described above:

- digiTICKET server software license – 1 license required regardless of the number of handheld or mobile client licenses
- digiTICKET mobile client licenses – 1 license is required for each handheld, laptop or tablet running digiTICKET
- KLER Interface – interface from laptop client and server software included
- Exports – includes Jayhawk Municipal Court export. One (1) license is required for each additional data export
 - **NOTE: Fees charged by RMS or Court system vendors are not included as part of this proposal and will need to be negotiated separately between the agency and each respective vendor.**

Professional Services:

- Standard Implementation and Training Services required to configure, quality assure, train end users and deploy the digiTICKET solution
- Other services as described above.

Hardware:

- Includes handheld barcode scanners, thermal printers and necessary chargers, cables, warranties, etc.

Paper:

- Standard deployments include pre-printing the back of the ticket paper with violator instructions. This is an optional item requiring a one-time fee.
- Premium thermal paper with high temperature ratings and multi-year life expectancy is required. Paper with pre-printed back requires a minimum purchase of 50 rolls.

Hosting:

- The server application is web based. Saltus utilizes Rackspace to provide hosting services. Hosting fees shall be paid annually.
 - Hosting can be performed by the Customer, but requires an onsite server and additional implementation services fees. No hosting fees apply if the Customer performs the hosting.

Recurring Annual Fees:

- digiTICKET Maintenance and Support fees are paid annually beginning in year 2 and are a percentage of the total software license fees.
 - The percentage is greater if the Customer hosts the server application.

The following detailed hardware pricing was used to determine the hardware component of the purchase price included in summary above.

DETAILED HARDWARE QUOTE			
Item Name	Qty	Unit Price	Total
Thermal Ticket Printers			
Brother RuggedJet 4030 Bluetooth Thermal Printer			
RuggedJet 4030 w/ Bluetooth Kit - includes printer, Li-ion batter, belt clip, ferrite core	5	\$ 571.84	\$ 2,859.20
RuggedJet 4030 w/ Bluetooth Kit w/ Magnetic Strip Reader - includes printer, Li-ion batter, belt clip, ferrite core	0	\$ 669.54	\$ -
RuggedJet 4 - 3 year extended warranty (standard plus 1 year)	5	\$ 27.59	\$ 137.93
Vehicle Power Adapter (cigarette lighter)	5	\$ 17.24	\$ 86.21
Vehicle Power Adapter 10 feet length	0	\$ 20.69	\$ -
USB Cable - 6'	0	\$ 8.05	\$ -
RAM VPR Printer Cradle	0	\$ 32.87	\$ -
RAM 101U Double ball mount	0	\$ 32.87	\$ -
LB3834 - AC Adapter for PocketJet 6 (Plus) and Ruggedjet 4 "includes AC Cable LB3781	5	\$ 37.93	\$ 189.66
LB3692 - Car Adapter - Wired - 14ft length for PJ6 (Plus) and RJ4	0	\$ 17.24	\$ -
LB3601 - USB Cable - 4ft length for PJ6 (Plus) and RJ4	0	\$ 5.75	\$ -
Scanners			
Motorola DS4208 handheld 2D barcode scanner - USB Kit DS4208-SBZU0100ZWR	5	\$ 259.00	\$ 1,295.00
Carrying Case			
Taylor Made case for the Brother RJ4030	5	\$ 44.77	\$ 223.85
SUB TOTAL:			\$ 4,791.84
SHIPPING/HANDLING:			\$ 30.00
TOTAL:			\$ 4,821.84
PRICE PER UNIT:			\$964.37

2.0 SCOPE OF THE AGREEMENT

As part of this Agreement, Saltus will provide the City of Roeland Park with the following:

- digiTICKET Software
 - digiTICKET software license commencing on the first day of the month of deployment with an automatic, annual renewal for up to 60 months at the current listed pricing, provided that the Customer continuously uses the software, provides constructive feedback, responds to reference inquiries and stays current with annual or monthly software maintenance/licensing fees.
 - The software license includes
 - i. a single web server license which includes access to the administrative website
 - ii. Mobile client software licenses for five (5) laptops.
 - 1. Additional client licenses can be purchase as needed
 - The software will be provided as-is, configured for the Customer. This means no new functionality will be developed specifically for the Customer, unless otherwise agreed upon and included within the pricing section of this Agreement. However, the software will be configured specifically for the Customer. Configuration of software includes items such as:
 - i. Updating the list of violations and bond amounts
 - ii. Updating required fields on the mobiles software
 - iii. Updating web server user permissions
 - iv. Creating one custom report
 - v. Creating at least one electronic data file export for integration with Court or Records Management System(s).
 - Hosting services for the digiTICKET web application provided through Rackspace.
- Software maintenance provided through periodic release updates to the mobile client and web server software during the 60 month term.
 - Annual software maintenance and support provided at the rate agreed upon in the pricing section of this Agreement.
- Implementation Services will be provided to configure and deploy the digiTICKET Solution for the Customer. Standard Implementation and Training Services include the following activities facilitated by Saltus:
 - **Requirements Definition:** Saltus will facilitate a workshop with subject matter experts from various Customer departments to ensure that the digiTICKET Solution is configured specifically the way the Customer requests.
 - **System Configuration:** Once all requirements are documented, digiTICKET is then configured to meet such requirements. This includes the setup of all ordinances, user roles and permissions, printed ticket formatting, mobile client configuration, report development, interface creation and testing, etc.
 - **User Acceptance Testing:** Once configured, Saltus will then facilitate a User Acceptance Testing session in a classroom setting with Customer subject matter experts. This session is conducted to ensure that the system is configured as requested by the Customer.
 - **Training:** digiTICKET is extremely easy to use. Training of each end user typically takes no more than two hours. Saltus' preference is a "Train the Trainer" approach which

would include training the trainers as well as providing End User training to the satisfaction of the Customer.

- i. Complete classroom, hands-on training for police, records and court personnel
 - ii. Train the Trainer accommodations for on-going training
 - iii. Includes user manual, classroom materials and tip sheets for users
- **Deployment:** After completion of training activities, Saltus coordinates the deployment of the digiTICKET Solution. Saltus then provides maintenance and support services and updates for the term of this Agreement.
- **Support**
 - i. Email Support will be provided at no charge.
 - ii. The Customer will appoint a Primary Point of Contact (PPC) that will serve as an interface between Saltus and the Customer for all Support requests.

Optional Professional Services

If the Customer requires unique enhancements, integration services to back office systems or custom reports, Saltus has an experienced professional services team to provide assistance.

Saltus currently provides these services at \$125 per hour. In addition, the Customer would be responsible for any Travel and Living expenses, which are billed at actual cost and only as pre-approved by the Customer.

Miscellaneous

It understood and agreed by the parties that:

- The Customer and Saltus will each appoint a Project Lead for this project. The Project Leads will serve as the Primary Point of Contact for the respective parties.
- The Customer will appoint an Administrator that will train and provide first level support to Customer users. This person can be the same individual as the PPC if so desired. The Customer Administrator will be the single point of contact between Saltus Support Services and the Customer.
- Changes to project scope can affect time estimates required for implementation and will be mutually agreed to and confirmed in writing.
- Saltus may perform User Acceptance Testing and Training activities remotely utilizing webinar and teleconferencing technologies.
- Saltus will not provide installation services for vehicle docks or mounts.
- The Customer will provide a full-time internet connection to facilitate the synchronization of tickets from the ticket writing devices to the digiTICKET server.
- Fees charged by Court or RMS system vendors to interface with the digiTICKET Solution are not included in the purchase price under this Agreement, and shall be an additional charge to the Customer.

3.0 digiTICKET SOFTWARE LICENSE

This Software License covers the Saltus software that accompanies the digiTICKET Solution under this Agreement, which includes computer software and may include associated media, printed materials, “online” or electronic documentation, and Internet-based services (“Software”). The Customer agrees to be bound by the terms of this Section 3.0 by installing, copying, or otherwise using the Software.

1. GRANT OF LICENSE. Saltus grants Customer the following rights provided that Customer complies with all terms and conditions of this Section 3.0: a) Saltus grants to Customer a nonexclusive license to use copies of the Software, provided that for each individual using the Software within Customer’s organization, Customer has acquired a separate and valid license for each user device as may be required by Saltus. b) Customer may make and use an unlimited number of copies of any documentation, provided that such copies shall be used only for Customer’s purposes pursuant to this Agreement and are not to be republished or distributed (either in hard copy or electronic form) beyond Customer premises. c) Customer may also store or install a copy of the Software on a storage device, such as a network server, used only to install or run the Software on computers used by a licensed end user in accordance with a) above. d) Software provided by Saltus may not be distributed to any individual, third party or entity that exists external to Customer’s organization or for any purpose other than use of the Software for Customer. e) Subject to the terms and conditions as specified herein, under the rights obtained from MacroSolve, Inc., and in Saltus’ license under United States Patent Number 7,822,816, Saltus grants to Customer during the Term of this Agreement a non-exclusive, non-transferable, non-assignable sublicense to use the Software.

2. RESERVATION OF RIGHTS AND OWNERSHIP. Saltus reserves all rights not expressly granted to Customer in this Agreement. The Software is protected by copyright and other intellectual property laws and treaties. Saltus owns the title, copyright, and other intellectual property rights in the Software. Saltus is the holder of a perpetual license with the right to grant sublicenses to United States Patent Number 7,822,816 from MacroSolve, Inc. for use with the Software. The Software is licensed, not sold.

3. LIMITATIONS ON DECOMPIlation, AND DISASSEMBLY. Customer may not reverse engineer, decompile, or disassemble any Software provided in compiled or object code form, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

4. NO RENTAL/COMMERCIAL HOSTING. Customer may not rent, lease, lend or provide commercial hosting services with the Software.

5. CONSENT TO USE OF DATA. Customer agrees that Saltus and its affiliates may collect and use technical information gathered as part of the product support services provided to Customer, if any, related to the Software. Saltus may use this information solely to improve our products or to provide customized services or technologies to Customer and will not disclose this information in a form that personally identifies Customer.

6. ADDITIONAL SOFTWARE/SERVICES. This Software License applies to updates, supplements and add-on components of the Software that Saltus may provide to Customer or make available to Customer after the date Customer obtains the initial copy of the Software, unless Saltus provides other terms along with the update, supplement, add-on component.

7. NOT FOR RESALE SOFTWARE. Software provided by Saltus may not be sold or otherwise transferred for value, or used for any purpose other than Customer’s application of the Software pursuant to this Agreement.

8. EXPORT RESTRICTIONS. Customer acknowledges that the Software is subject to U.S. export jurisdiction and agrees to comply with all applicable international and national laws that apply to the Software, including the U.S. Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by U.S. and other governments.

9. SOFTWARE TRANSFER & ASSIGNMENT. All rights to use of Software provided by this Agreement are for the sole use of Customer and may not be transferred, assigned, directly or indirectly without prior written authorization from Saltus.

10. TERMINATION. Without prejudice to any other rights, Saltus may terminate the Software License if Customer fails to comply with the terms and conditions of this Agreement. In such event, Customer shall destroy all copies of the Software and all of its component parts.

11. INDEMNIFICATION. Provided that Customer complies with all terms and conditions of this Agreement, Saltus agrees to indemnify, defend, and hold harmless Customer from and against any and all liabilities, actions, claims, damages, reasonable costs, and reasonable expenses arising from or relating to any claim that the Software infringes upon or violates any patent, copyright, trade secret, or other proprietary right of any third party. If a claim for indemnity is made pursuant to this paragraph, Customer shall give Saltus prompt written notice of any alleged liability or action and shall offer to tender the full defense thereof to Saltus. Saltus shall not be liable for any settlement of any such liability or action effected without the prior written consent of Saltus.

4.0 SOFTWARE MAINTENANCE AND SUPPORT

1. SERVICES. During the term of this Agreement, Saltus agrees to provide maintenance and support services, as described herein, for the Software operating under the license(s) and on the hardware configurations listed in Section 1.0 of this Agreement so as to maintain the Software in good working order, keeping the Software free from material defects so that the Software will function properly and in accordance with the accepted level of performance as set forth in Section 3.0 of this Agreement. Such maintenance and support shall include (i) diagnosis of problems or performance deficiencies of the Software and (ii) a resolution of the problem or performance deficiencies of the Software. Saltus will provide telephone software support twenty-four (24) hours a day, seven (7) days a week. Saltus will use its best efforts to cure, as described below, reported and reproducible errors in the Software. Saltus utilizes the following four (4) severity levels to categorize and respond to reported problems:

Severity 1: Critical Business Impact

The impact of the reported problem is such that the Customer is unable to either use the Software or reasonably continue work using the Software. Saltus will provide a response by a qualified member of its staff to begin to diagnose and to correct a Severity 1 problem as soon as reasonably possible, but in any event a response via telephone will be provided within one (1) hour. Saltus will make best efforts to resolve Severity 1 problems in less than forty-eight (48) hours, but in any event, will engage staff until an acceptable resolution is achieved.

Severity 2: Significant Business Impact

Important features of the Software are not working properly and there are no acceptable, alternative solutions. While other areas of the Software are not impacted, the reported problem has created a significant, negative impact on the Customer's productivity or service level. Saltus will provide a response by a qualified member of its staff to begin to diagnose and to correct a Severity 2 problem as soon as reasonably possible, but in any event a response via telephone will be provided within four (4) hours. Saltus will exercise best efforts to resolve Severity 2 problems within five (5) days, but in any event, will engage staff until an acceptable resolution is achieved.

Severity 3: Some Business Impact

Important features of the Software are not working properly, but an alternative solution is available or non-essential features of the Software are not working properly with no alternative solution. The Customer impact, regardless of Software usage, is minimal loss of operational functionality or implementation resources. Saltus will provide a response by a qualified member of its staff to begin to diagnose and to correct a Severity 3 problem as soon as reasonably practical, but in any event a response via telephone will be provided within one (1) day. Saltus will exercise best efforts to resolve Severity 3 problems within one (1) week, but in any event, will engage staff during business hours until an acceptable resolution is achieved.

Severity 4: Minimal Business Impact

A noticeable situation exists in which use of the Software is affected in some way which is reasonably correctable by a documentation change or by a future, regular maintenance release. Saltus will provide, as agreed by the parties, a fix or fixes for Severity 4 problems in future maintenance releases.

With respect to any reported problems, Saltus may, with the concurrence of the Customer, elect to send senior support or development staff to the Customer location to accelerate problem resolution. Saltus will be responsible for the costs associated with this escalated problem resolution if the problem is determined to be related to the Software. If it is determined that the problem was not related to the Software, Customer agrees to pay reasonable travel and lodging expenses in addition to Saltus standard consulting rates. Travel time will be charged at consulting rates.

2. MAINTENANCE. During the term of this Agreement, Saltus will maintain the Software by providing software updates and enhancements to Customer as the same are offered by Saltus to its Customers of the Software under maintenance generally ("Updates"). All Updates and enhancements provided to Customer by Saltus pursuant to the terms of this Agreement shall be subject to the terms and conditions of Section 3.0 of this Agreement. Updates will be provided on an as-available basis.

Updates will be provided in machine-readable format and updates to related documentation will be provided electronically. All such deliveries shall be made electronically to the handheld computers automatically during a sync process or as initiated by Saltus support staff using remote device management tools. All such deliveries for the laptop computers shall be made automatically during a sync process or as coordinated by Saltus and Customer support staff. If requested, Saltus will provide on-site assistance in the installation of Updates on a time and materials charge basis, plus expenses.

Saltus assumes no responsibility for the correctness of, performance of, or any resulting incompatibilities with, current or future releases of the Software if the Customer has made changes to the system hardware/software configuration or modifications to any supplied source code which changes effect the performance of the Software and were made without prior notification to and written approval of Saltus. Saltus assumes no responsibility for the operation or performance of any Customer-written or third-party application.

3. MAINTENANCE AND SUPPORT WARRANTY. Saltus will undertake all reasonable efforts to provide technical assistance under this Agreement and to rectify or provide solutions to problems where the Software does not function as described in the Software documentation, but Saltus does not guarantee that the problems will be resolved or that any item will be error-free. This Agreement is only applicable to the Software running under the certified environments specified in the release notes for that product. Saltus will provide the Customer with substantially the same level of service throughout the term of this Agreement. Saltus may from time to time, however, discontinue Software products or versions and stop supporting Software products or versions one year after discontinuance, or otherwise discontinue support service. Saltus liability shall not exceed the fees that Customer has paid under this Agreement. Customer agrees that the pricing for the services would be substantially higher but for these limitations.

4. ACCESS. Software maintenance and support services are conditioned upon provision by Customer to Saltus of reasonably appropriate access to the system(s) running the Software, including, but not limited to, passwords, system data, file transfer capabilities, and remote log-in-capabilities. Saltus will maintain security of the system and use such access only for the purposes of this Agreement and will comply with Customer standard security procedures. Information accessed by Saltus agents or employees as a result of accessing Customer system shall be deemed confidential information pursuant to the terms of this Agreement. Customer shall provide Saltus with internet access to the system(s) running the Software and a Primary Point of Contact at the Customer site to coordinate Support efforts with Saltus staff.

5. FEES. Fees for maintenance and support services provided under this Agreement are contained in Section 1.0 of this Agreement. Any time a client license or software module is added or deleted from this Agreement; Saltus will automatically adjust and/or amend Section 1.0 of this Agreement accordingly. Saltus will periodically review Section 1.0 of this Agreement. If changes have occurred, Saltus will adjust and/or amend Section 1.0 of this Agreement and Maintenance and Support fees will be adjusted accordingly. Rates will be reviewed and adjusted accordingly when client licenses or software modules are added. Customer agrees to reimburse Saltus for reasonable expenses related to the performance of services. Expenses may include, but are not limited to, charges for materials, shipping and handling, travel (including lodging and associated expenses), printing and documentation, and other out-of-pocket expenses reasonably required for performance. Expenses will be pre-approved by Customer.

6. PAYMENT OF MAINTENANCE AND SUPPORT FEES. Fees will be invoiced annually, thirty (30) days in advance of the year. Expenses will be invoiced as actual and when incurred. All invoices are payable net fifteen (15) days.

5.0 OTHER TERMS

1. TERM AND TERMINATION. The term of this Agreement shall be for one (1) year and, thereafter, for renewal terms on a year-to-year basis until terminated (i) by Customer in the event the Software is taken out of service and upon thirty (30) days' notice to Saltus; (ii) by either party with notice to the other party at least thirty (30) days' notice prior to the expiration of the original one (1) year or any subsequent one (1) year renewal term, in which case, this Agreement shall terminate at the expiration of the original term or renewal term as the case may be; (iii) by either party upon a default of the other party, such default remaining uncured for thirty (30) days from the date of written notice from the non-defaulting party to the other specifying such default; (iv) upon the bankruptcy or insolvency of Saltus; or (v) the Software License is terminated. Upon such termination, provided the Customer is not in default under this Agreement, Saltus shall refund to Customer a portion of the fees prorated to reflect the date of termination. Notwithstanding the above, neither party shall be relieved of liability to the other party for damages sustained by the non-breaching party resulting from breach of the Agreement by the other party, and either party may withhold any payments to the other party for the purpose of setoff until such time as the exact amount of damages due are determined.

2. DISCLAIMER OF WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SALTUS DISCLAIMS THE WARRANTIES OF MERCHANTABILITY, AND OF FITNESS FOR A PARTICULAR PURPOSE.

3. EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SALTUS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES.

4. LIMITATION OF LIABILITY AND REMEDIES. EXCEPT AS OTHERWISE SET FORTH HEREIN, NOTWITHSTANDING ANY DAMAGES THAT CUSTOMER MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED HEREIN AND ALL DIRECT OR GENERAL DAMAGES IN CONTRACT OR OTHERWISE), THE ENTIRE LIABILITY OF SALTUS AND ANY OF ITS SUPPLIERS UNDER ANY PROVISION OF THIS AGREEMENT AND CUSTOMER'S EXCLUSIVE REMEDY HEREUNDER SHALL BE LIMITED TO THE GREATER OF THE ACTUAL DAMAGES CUSTOMER INCURS IN REASONABLE RELIANCE ON THE SOFTWARE UP TO THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE SOFTWARE. Customer agrees that the purchase price would be substantially higher but for these limitations.

5. GENERAL. Each party acknowledges that it is bound by the terms of this Agreement and further agrees that it is the complete and exclusive statement of the Agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the parties relating to this subject matter of this Agreement. This Agreement may not be modified or altered except by a written instrument duly executed by both parties.

This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of Oklahoma. Any and all proceedings relating to the subject matter hereof shall be maintained in the state or federal courts of Tulsa County, Oklahoma, which courts shall have exclusive jurisdiction for such purpose. Each of the parties waives any objection to venue or in personam jurisdiction.

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

Neither party may assign, without the prior written consent of the other, its rights, duties or obligations under this Agreement to any other person or entity, in whole or in part.

The waiver or failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

6.0 SIGNATURE

Terms

Total charges for **software, hardware and services** provided under this agreement are **\$18,334.35**

1. Upon execution of this document, Saltus will invoice for \$11,878.35
 - a. 50% of the software license fees (\$3,781.50)
 - b. 50% of all services fees (\$2,675)
 - c. All hardware and paper fees (\$5,421.85)
2. Upon deployment of the solution, Saltus will invoice the City of Roeland Park for the balance of all software, setup services and hosting (\$6,456)

Payment terms are NET 15.

By signing and returning this document you are signifying the acceptance of the Agreement and the terms and conditions as outlined above. This Agreement can only be modified when both parties agree in writing.

Agreed to:

By: _____

Name: _____

Title: _____

Date: _____

Agreed to:

Saltus Technologies, LLC

By: _____

Name: Eric C. Fultz

Title: President/CEO

Date: _____

7.0 CUSTOMER CONTACT INFORMATION

PO Number: _____

Tax Exempt Status/Certificate Number: _____

Primary Contact:

Name: _____

Address: _____

Customer: _____ State _____ Zip _____

Phone: _____

Email: _____

Billing Contact:

Name: _____

Address: _____

Customer: _____ State _____ Zip _____

Phone: _____

Email: _____

Things digi-ticket would alleviate and help give clerk more time for:

If digi-ticket is considered, this would help the court clerk recover hours of time to help get caught up and up to date on things such as:

- Warrant entry and disposal, (meaning as new warrants are signed the clerk will enter them and warrants that are aged and past 5 year can be disposed).
- Suspension entry into new system **(Daily)**
- Suspensions with dispositions that can be sent to collections or State Set off. **(Daily)**
- Keep track of diversions that are granted to defendants, right now they are supposed to be monitored to make sure they are following orders on diversion agreement.
- Long form complaints, i.e. if a person wants to file a complaint against another person they have to fill out a long form complaint as they reporting party, instead of an officer signing it.
- **Record keeping.** Ensures that files are accurate and complete. Sorts and files court documents and related materials alphabetically and numerically. Arranges, sorts and boxes closed out files at year-end. Arranges boxes in storage for easy access and retrieval. Reviews Municipal Court files to insure appropriate paperwork is included; requests necessary reports and information from appropriate parties. Prints trial and plea docket. Prepares proper forms; attaches police reports and laboratory work to files. Process correspondence from inmates as needed. **(Daily)**
- **Information Release.** Provides authorized court record information to the public, prosecutor, public defender, law enforcement agencies, probation officers and military recruiters. **(Daily)**
- **Court Dockets.** Prepares assigned docket(s) when scheduled to include preparing tickets and files for court. **(Weekly)**
- **Case Filing.** Preparing case files when appropriate. Obtain driving and/or criminal history for appropriate cases in the criminal justice information system. Links citations to court computer in imaging software. Enters new "long form" criminal and codes cases into court computer system and prepares case files. **(Daily)**
- **Public Assistance.** Answers multi-line telephone and provides counter assistance. Responds to inquiries, provides information or directs to appropriate division, department or employee. **(Daily)**
- Helping 2nd floor with digitizing building files, property maintenance records, building permits, and other records needed to be scanned.
- Purging out dated records, per judicial order
- Implementing of phone notification system for court matters.
- Assists the police on criminal investigations by doing back ground checks on either the victim and/or suspects. Along with that translates for investigation where a Spanish translator is needed.

- Finger prints citizens and non-Roeland Park residents for employment requirements, instead of calling an officer in from a call or from patrolling the streets the clerks have now started dinger printing.
- Helps parents install car seats or checks them for correct installation after the parents install them.

Item Number: Consent Agenda- I.-C.

Committee Meeting Date: 3/30/2015



City of Roeland Park Action Item Summary

Date: 3/19/2015
Submitted By: Jose Leon
Committee/Department: Public Works
Title: **Nall and R Parks list of Amenities and Deferred Maintenance Phase 1**
Item Type: Other

Recommendation:

To approve the deferred maintenance phase 1 approach to Nall Park and R Park.

Details:

In 2014, the governing body directed the Director of Public Works to provide a replacement list for existing items in all city parks. In starting this review process, Staff focused their efforts primarily on the larger two parks, Nall Park and R Park, with the smaller pocket parks to follow. Through those efforts staff developed a deferred maintenance phase 1 plan for each of the two parks. The approach for each park for phase 1 will be to address safety concerns and low expenditure replacement items which could mostly be handled through the Public Works Department labor or through the Building/Equipment Reserve Fund.

Additionally, part of the fence at Carpenter Park has failed needs to be replaced. Much of the fence has experience rotting damage due to age and staff recommends the fence should be completely replaced. Below are three bids for replacing that fence:

Guier Fence: \$5,000

Denton Enterprises: \$4,790 Replace (with steel post)

AmeriFence: \$7,065 Replace

Amount of Request:	\$9,800 (Nall and R Parks) \$4,790 (Carpenter Park)	
Budgeted Item? ☐ Yes ☐ No	Budgeted Amount	\$315,223
Line Item Code/Description:	360 equipment and building fund	

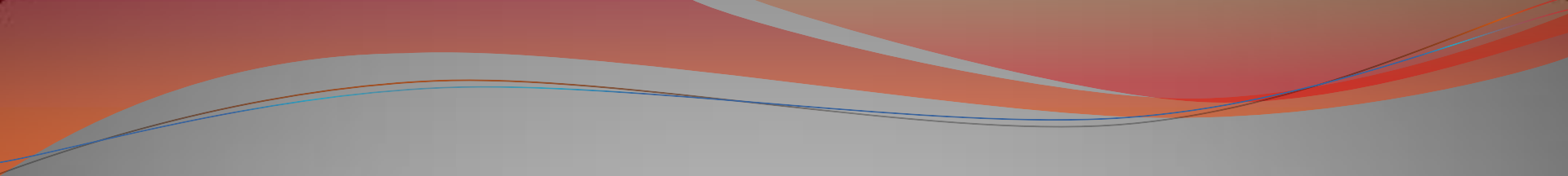
Financial Impact

Amount of Request: \$9,800 (Nall and R Parks) \$4,790 (Carpenter Park)	
Budgeted Item?	Budgeted Amount: \$315,223
Line Item Code/Description: 360 equipment and building fund	

Additional Information

ATTACHMENTS:

Description	Type
 Nall Park deferred maintenance	Cover Memo
 R Park replacement inventory	Cover Memo
 2015 replacement cost inventory	Cover Memo
 nall park and r park Carpenter park	Cover Memo



Nall Park

2015 Deferred Maintenance
Phase One

Trash Cans

Before



After



Add Dead End Signage For Upper Trail



Permanently Bolt Picnic Tables To Concrete Pad

Before



After



Repaint All Picnic Tables

Before



After



Repaint Wood Benches

Before



After



Paint Metal Swing Sets And Arched Monkey Bars - TBD



Replace Green Fence Around Parking Stalls. Add Fence Around Concrete Pad And Bath Room Retaining Walls. Repair fence from tree fall damage.



Fence - Continued



Install Trapeze Triangles For Swing Set Replacement – Safety Issue



Eliminate Access To Old Boy Scout Rock Trail – Safety Issue

Before



After



Deferred Maintenance Costs

Green - Public Works labor time and material = \$2015.00

Orange – Contractors Costs (includes material) = \$7,865.00

Deferred Maintenance	Cost
Phase One - Includes addressing minimal dollar expenditures and safety issues (labor and material)	
Remove old trash receptacles and replace with new plastic receptacles in strategic areas	\$0
Provide signage on upper trail which notes the trail ends @ approx 800'	\$0
Remove chains and locks on picnic tables under shelter. Use brackets and bolts to keep picnic tables in place.	\$150
Repaint all picnic tables	\$150
Repaint all wood benches	\$50
Paint metal swing sets	\$250
Paint arched monkey bars	\$150
Replace green fencing near Nall Avenue Parking, over concrete pad site, and near bathrooms	\$7,500
Replace damaged fence from tree fall	\$365
Install Trapeze Triangles for swing set replacement - Safety Issue	\$265
Eliminate access to old boy scout rock trail - Safety Issue	\$0
Increase fall zones around playground equipment with mulch - Safety Issue	\$1,000
	\$9,880

Still Working On	Cost
Inspection of all plumbing in bathroom	TBD
Repairing/replacing light fixtures for shelter	TBD

R Park

2015 Inventory Replacement Cost



Item	QTY	Condition	Approximate Replacement Cost (each)
Asphalt Pad	3324 sq yd	Needs Attention	50,000.00
Baseball Backstop	1	Good	4,600.00
Basketball Goals	4	Good	4,800.00
Benches	3	Good	3,600.00
New Benches *not yet installed	8	NEW	10,000.00
New Bicycle Racks *not yet installed	2	NEW	1,000.00
Flag Pole	1	Good	1,000.00
Information Sign	1	Good	N/A
Mulch (annually)	1016 sq yds	N/A	1,200.00
Parking Lot	1975 sq yds	Good	30,000.00
Pet Waste Stations	2	Good	800.00
New Picnic Tables *not yet installed	3	NEW	4,950.00
Playground Structures	2	Good	70,000.00
Swing Sets	3	Good	9,000.00
Tennis Court	1	Need Repair/Replace	141,250.00
Tetherball Posts	4	Good	200.00
Trail	2,430 LF	NEW	28,600.00
Trash Receptacles	2	Good	1,900.00
New Trash Receptacles *not yet installed	4	NEW	3,800.00
New Recycling Receptacle *not yet installed	1	NEW	1,450.00

Total = 368,150.00

R PARK ASPHALT PAD

3324 Square Yards – Needs attention

Approximate mill and overlay cost: **\$50,000**

Removal is planned as part of the R-Park [Master Plan](#)



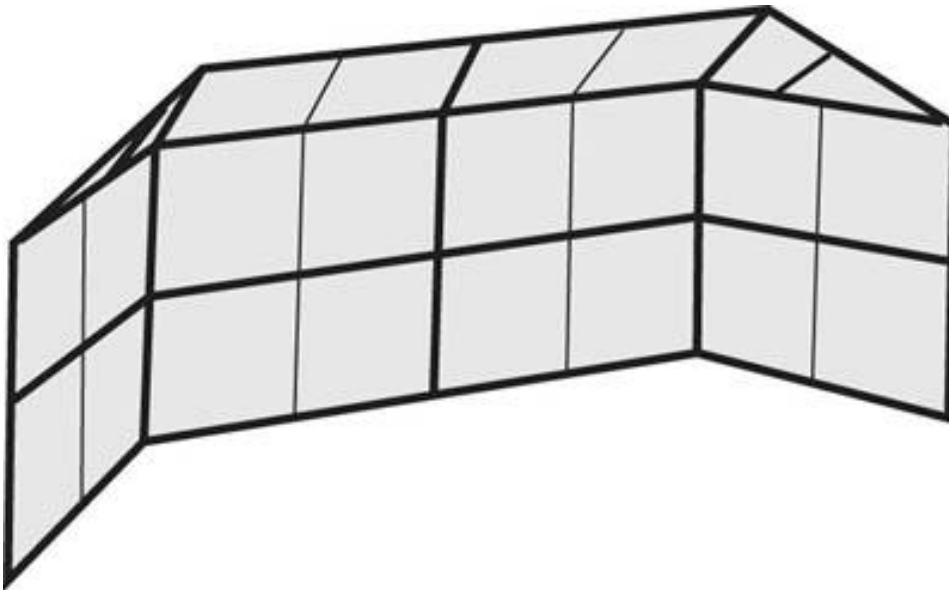
R PARK BASEBALL DIAMOND BACKSTOP

Current Backstop: 10x20 with full hood Condition: **Good**



Replacement Options:

[Same Size](#) \$4585 Shipped, full hood, 20' back panel, 10' side panels



[Smaller Size](#) \$3213 Shipped, full hood, 10' back and side panels



R PARK BASKETBALL GOALS

Current Basketball Goals: 4 - in good condition:



Replacement Options:

[Complete System](#) \$1095 Shipped, steel backboard – Looks very similar to existing system



[Backboard Only](#) \$345 - \$543, Steel



R PARK BENCHES

Current Benches: 3 benches. 2 Wood and 1 Metal. Both 6' length. **Fair to Good Condition.**



Replacement Benches:

6 - Benches with back: \$1293/each. 2 - Backless Benches: \$1004/each.



R PARK BICYCLE RACK

Current Bike Racks: No existing bike racks

2 - New bike racks: \$ 506



R PARK FLAG POLE

Current flag pole: No Flag on pole. Good Condition.



Replacement option:

[20' Flag Pole](#) \$650 shipped



R PARK INFORMATION SIGN

Current Sign: Old School sign. Brick base with metal frame. Good Condition



R PARK MULCH

Mulched areas, to be reapplied yearly or as needed:

East play structure: 144 sq yds

West play structure: 270 sq yds

East swings: 198 sq yds

“Middle Swings”: 180 sq yds

West Swings: 224 sq yds

Total: 1016 sq yds

CPSC guidelines require a 9” depth for areas with a 7’ fall height. Mulch needs to be added annually to keep the appropriate depth.

Annual cost estimate: \$800-1200 (50-75 cubic yards)



R PARK PARKING LOT

Current Parking Lot: 1975 square yards. Good condition.

Approximate mill and overlay cost: \$29,625



R PARK PET WASTE STATIONS

Current Pet Waste Station: 2 - each containing waste container, bag dispenser, and signage.
Good Condition.



Maintenance items with new supplier:

[Small waste bags](#) : (20 Rolls of 200 for \$78.00)

[Waste bin liners](#): (4 Rolls of 50 for \$45.00)

Replacement Unit/Parts:

[Waste Bin](#): \$89.00

[Complete System](#): \$199



Sign: \$14.95



Bag station: \$59.00



R PARK PICNIC TABLES

Current Picnic Tables: No existing picnic tables at the park

3 New picnic tables \$1650/each



R PARK PLAYGROUND STRUCTURES

Current Playgrounds: 2- both in **good condition**. both for ages 5 to 12.



Playground structure pricing varies greatly, here are a couple of options:

Possible Replacement Options:

[Red Baron](#) \$36,854, ages 5-12, 53'x31' use zone



[Monkey Madness](#) \$35,682, ages 5-12, use zone 45'x36'



R PARK SWINGS

3 Current sets, good condition:

3 Bay - 6 passenger



2 Bay - 4 passenger

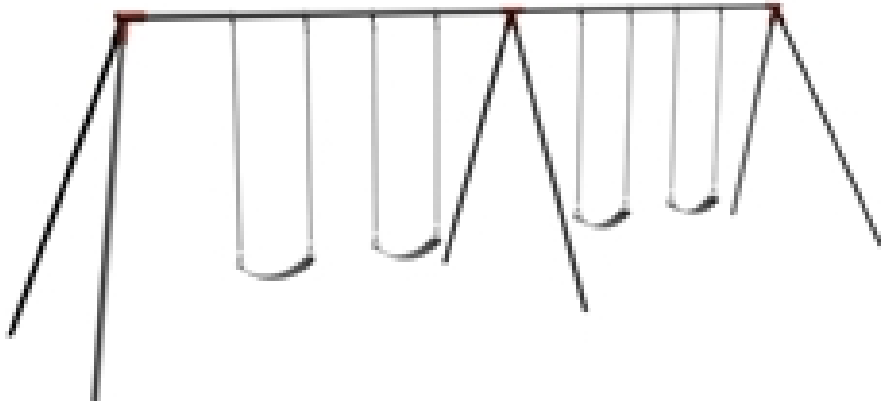


2 Bay - 4 passenger



Replacement Options:

[2 Bay Swing Set](#) \$1228.34 Shipped, 10'tall – use zone 40'x38'



[1 Bay Swing Set](#) \$955.86 Shipped – use zone 32'x27'



[3 Bay Swing Set](#) \$3049 Shipped



R-PARK TENNIS COURT

Photos Taken February 2015 – Condition: Needs Repair/Replace

Replacement Cost: \$135,500

Add Black Vinyl Fence \$5750





Entrance Gates: 22" opening





PROPOSAL

Bid ID Number: 50787
Date: 7/26/2014

1225 Iron - North Kansas City, Missouri 64115 - Office (816) 842-6096 - Fax (816) 842-1638

Bid Submitted To: The Carriage Club 5501 State Ln. Kansas City, MO 64112 PHONE: 8163631310 FAX: CONTACT: Kirkland Gates	Job Proposed: Roeland Park Tennis Courts 5535 Juniper Dr Roeland Park, KS 66206
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Description	Quantity	Unit	Net Price
2 Court Rebuild:			
Remove existing chain link fence, posts, and net posts.			
Use milling machine and trucks to remove existing asphalt surface.			
Install new galvanized fence posts.			
Install 12"x12" treated concrete curb or encapsulating the new fence posts with 1" weed fabric.			
Install new net posts and center anchors in footings with new nets.			
Install 8" of rock and 4 inches of asphalt using a designated tennis court mix design, roll to compaction.			
Install new galvanized fence fabric.			
Color Coating: Apply (2) Coats of Acrylic Resurfacer at a rate of .05 gallons per square yard per coat. Apply (2) Coats of UV Fed Plexipave at a minimum rate of .05 gallons per square yard per coat. Level and Paint Playing Lines perUSTA standards.	1500	Sq	
Backfill and fine grade prior to color coating.			
	Total		\$161,853.00
Alternate: Install Black Vinyl Fence	ADD		\$8,750.00

Excludes: Preparing Wages, Taxes, Bonding, Bookings, and any items not listed above.

R PARK TETHERBALL POSTS

Current Posts: 4 - pole with No attached balls. Poles in good condition:



[Replacement Ball/Rope](#) \$35 – 50 on average



R PARK TRAIL

Current Trail: Crushed Limestone. 6' wide and .46 miles in length. New Condition.
Completed November 2014
Replacement Cost: \$28,600
Maintenance cost: TBD





R PARK TRASH RECEPTACLES

Current trash receptacles: 3 - 55 gallon plastic red top, blue bottom. Good condition:



4 Replacement trash receptacles, 25 gallon: \$943/each



Recycling trash receptacle, not pictured: \$1450/each

Nall Park

2015 Inventory Replacement Cost



Item	QTY	Condition	Approximate Replacement Cost
			Material Only
Arched Monkey Bars	1	Fair	\$1,900
Plastic Benches	3	Like-New	\$3,000
Wood Benches	2	Good	\$2,000
Concrete Pad	1	Fair to Good	\$15,000
Crawl Tunnels	2	Good	\$2,600
Drinking Fountain	1	Needs Replaced	\$4,400
Grills	6	Fair to Good	\$2,400
Merry-Go-Round	1	Fair	\$6,500
Fences	2,762 LF	Needs Replaced to Fair	\$26,500
Retaining Walls	2,592 sqft	Fair	\$26,000
8 Foot Picnic Tables (under shelter)	6	Good	\$6,600
6 Foot Picnic Tables (on pads)	3	Good	\$2,700
4 Person Swing	1	Good	\$1,500
3 Person Swing (disabled)	1	Good (disabled)	\$1,100
Trash Cans	3	Good	\$2,400

Total = \$104,600

NALL PARK ARCHED MONKEY BARS

Current Bars: 12' long, fair condition:

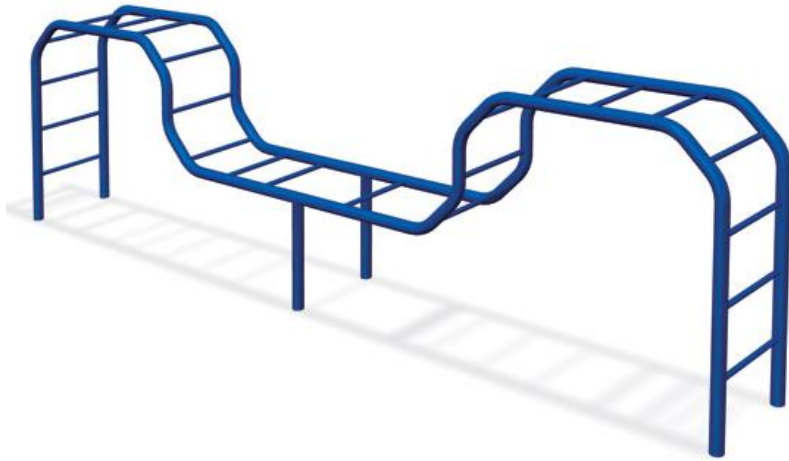


Replacement Options:

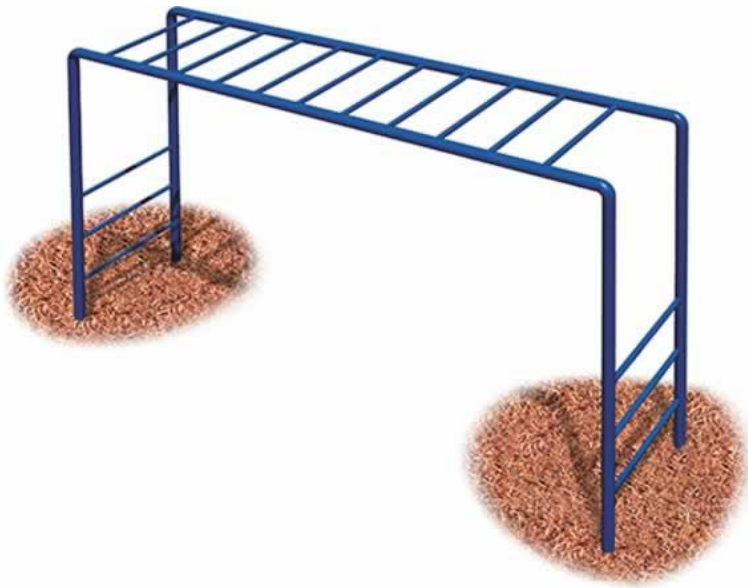
[Half-Moon Climber](#) \$901.51shipped 9'x2' – use zone 21'x14'



[Double Camel Climber](#) \$1904 Shipped, approx 16'x2' – use zone 14'1"x27'10"



[Horizontal Ladder](#) \$1213 Shipped, 12'x2' with a 7' fall height – use zone 24'x14x



NALL PARK BENCHES

Current Benches: 6' Length

Wood. 2 in good condition



Plastic. 3-plastic in like new condition



Replacement Options:

[Recycled](#) \$554, 6', Poly-Tuf recycled material, various mounts available (available through local distributor)



Portable



Inground



Surface Mount

[Metal/Thermoplastic](#) \$602.50 shipped, 6', \$456 8', Thermoplastic coated metal, various mounts available



[Heavy-Duty Recycled](#) \$830.50 shipped. 6', Portable or Surface, Resinwood slats, industrial grade aluminum frame



[Wood Bench](#) \$572 shipped, 6', pressure treated, in-ground or surface mount, dual post version same price



NALL PARK CONCRETE PAD

Concrete Pad: 50'x40' fair to good condition:
Approximate Replacement Cost: \$15,540



NALL PARK CRAWL TUNNELS

Current Tunnels: 2-10' Reinforced Concrete Pipe. Good condition:



Replacement Options:

[Moving Tunnels](#) \$1363 shipped, 3 crawl tubes mounted on in-ground recycled tires



[Crawl Tunnel](#) \$1255 shipped 4' Tunnel



NALL PARK DRINKING FOUNTAIN

Current Fountain: Brick structure, not working. Needs replaced



Replacement Options (All ADA):

[Aggregate Pedestal Fountain](#) \$2399 shipped, dual bubbler, 1 standard and 1 ADA



[Steel Pedestal Fountain](#) \$3616 Shipped, 3 Bubblers (1ADA), multiple color choices



[Fido and Me Fountain](#) \$4396 Shipped, 1 ADA bubbler, and one dog fountain, green only



NALL PARK GRILLS

Current Grills: 6-metal grills. Single pedestal, buried in ground. Fair to Good condition:



Replacement Options:

[ADA GRILL](#) \$344 (estimated with shipping) Surface Mount 300 sq. Inch Surface Area (\$18 Add Utility Shelf)



[Heavy Duty 20" Grill](#) \$395.50 Shipped



[Galvanized Grill](#) \$345 In-Ground ,300 sq. Inch Surface Area (\$40 Add Utility Shelf)



NALL PARK MERRY-GO-ROUND

Current Merry-Go-Round: 10' Diameter, Fair Condition



Replacement Options:

[10' Merry-Go-Round](#) \$6444.72 shipped, red and yellow or green and tan



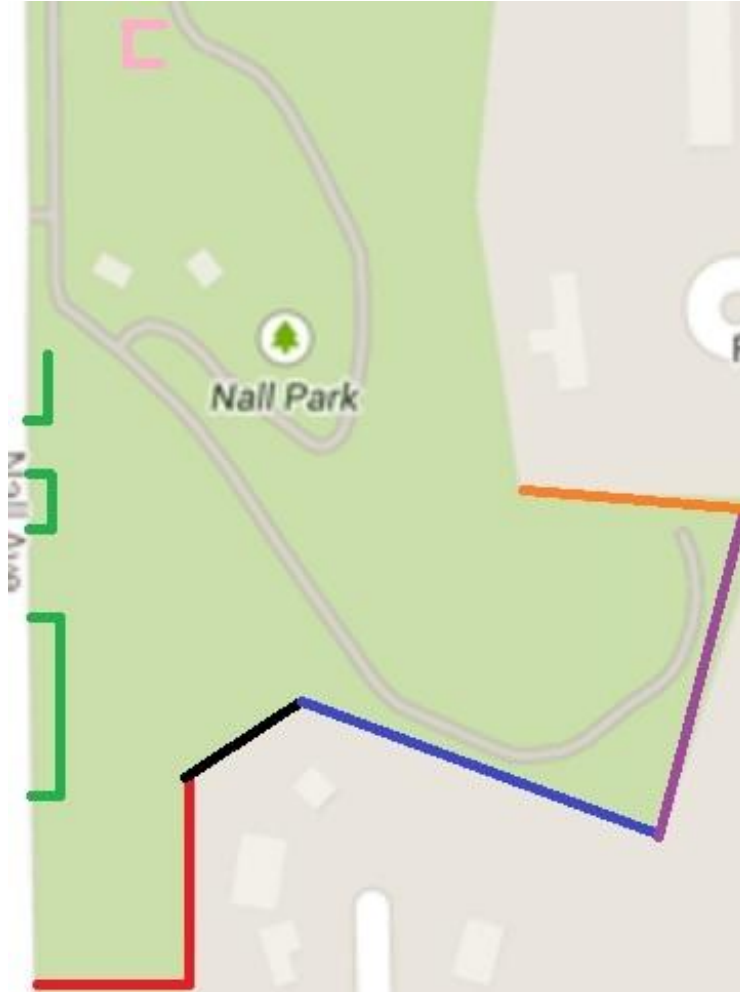
[Speedy Spinner](#) \$5636 Shipped, Multiple options for base color



[8' Merry-Go-Round](#) \$2828.07 Shipped, green with tan handles or red with yellow handles



NALL PARK FENCES



RED: Height 4 ½' Length 466'

BLACK: Height 4' Length 144'

BLUE: Height 5' Length 320'

PURPLE: Height Varies 4-5' Length 310' *runs through woods along old primitive trail, not included in replacement cost

ORANGE: Height 5' Length 100'

GREEN: North Parking: Height 4' Length 70'

Middle Parking: Height 4' Length 65'

South Parking: Height 4' Length 216'

PINK: Concrete Pad *There is currently not a fence in place but is recommended due to possible fall hazard. (Approximately 4' x 100' needed)

Replacement Costs:

GREEN /PINK (Above 3 parking areas & over concrete pad)

Remove and replace 351' over parking areas and build new over concrete pad, 4'high

Guier Fence:	Denton Enterprises:	AmeriFence:
Galvanized - \$8,300	Galvanized or Black Vinyl: \$6,500	Galvanized: \$8,190
Black Vinyl - \$10,600		Black Vinyl: \$9,075
Green Vinyl - \$11,400		Green Vinyl: \$10,100

RED, BLACK, BLUE, ORANGE (perimeter fence, excluding purple section through the woods)

Remove and replace 1030' fence, replace with 5'

Guier Fence:	AmeriFence:
Galvanized: \$19,000	Galvanized: \$15,400
Black Vinyl: \$25,000	Black Vinyl: \$17,075
Green Vinyl: \$27,000	Green Vinyl: \$18,750

Repair damaged section along BLUE fence line (fallen tree damage)

Repair to match existing 5' galvanized fence

Guier: \$632.00 (specified as 10 Lf on quote)

Denton Enterprises: \$365.00

AmeriFence: \$1,200



NALL PARK PICNIC TABLES

Current Tables, 3 x 6' tables on pads and 6 x 8' tables under shelter, all good condition:



Replacement Options:

[ADA Shelter Table](#) \$1419 Shipped, 12' long, Thermoplastic coated metal, portable or surface mount



[ADA Side Access Table](#) \$1083 Shipped, 10' Long, Wood, portable or surface mount (price with pressure treated)



[Wood/Metal Traditional](#) 6'=\$634 and 8'=\$670 shipped. 6' and 8'=\$495 surface or portable mount, pressure treated wood



NALL PARK SWINGS

Current Swing: 4 person swing. Needs painting. good condition:

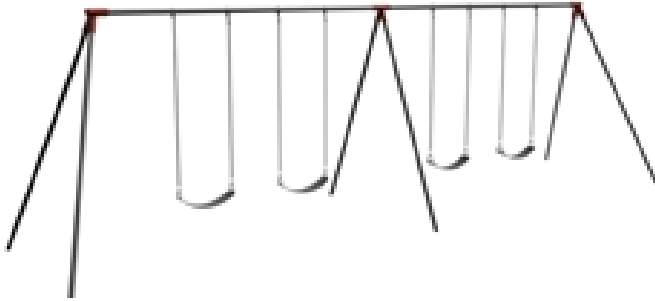


Current Swing: 3 person swing. Needs replacement due to fall zone safety concerns.



Replacement Options:

[4 Seat Swings](#) \$1228.34 Shipped, 10'tall – use zone 40'x38'



[1 Bay Tire Swing](#) \$2727 Shipped – use zone 22'x29'



[2 Seat Swing](#) \$955.86 Shipped – use zone 32'x27'



NALL PARK TRASH CANS

Current Trash Can: 55 gallon plastic red top blue bottom, good condition:



Replacement Options:

[Tuffcan](#) \$443(estimated with shipping), 42 gallon, several color options, described on website as “virtually indestructible”



[Urbanscape](#) \$827, 32 gallon, in-ground, surface, or portable – price is for in-ground mount with dome – available from local distributor



[Slatted Wood](#) \$486.50 shipped 32 Gallon, Surface or In-Ground Mount. Price is for pressure treated wood with liner and rain cover



NALL PARK RETAINING WALLS

South Parking Lot:



Length: 168' rear wall, 24' sloping side walls, 216' total

Max Height: 6'

18" Depth

112 square yards/1008 square feet

Middle Parking Lot:



Length: 28' rear wall, 25' sloping side walls, 78' total

Max Height: 5 ¾'

18" Depth

29 square yards/261 square ft

North Parking Lot:



Length: 51' rear sloping wall, 27' sloping side walls, 78' total

Max Height: 4 ¾'

18" Depth

26 square yards/234 square feet

North Concrete Pad:



Length: 53' rear wall, 28' sloping side walls, 109' total

Max Height: 4 ¾'

18" Depth

41 square yards/369 square feet

East of Shelter:



Length: 66'

Height: 2'

18" Depth

15 square yards/135 square feet

West of Shelter (Lower Wall) :



Length: 49' Rear Wall, 12' south sloping side wall, 9'north sloping north wall, 70' total

Max Height: 3'

18" Depth

22 square yards/198 square feet

West of Shelter (Upper Wall):



Length: 51' rear wall, 12' sloping south wall, 6' sloping north wall

Max Height: 3'

18" Depth

21 square yards/189 square feet

South of Restrooms



Length: 77' Total with east 12' sloping wall, west 6' sloping wall, and stair walls

Max Height: 3 ¼'

18" Depth

22 square yards/198 square feet

Replacement Options:

[Square Foot Block](#) \$7.70 sq foot – offered in a variety of color schemes, available through [Midwest Block and Brick](#)



Material Cost for replacement:

South Parking Lot: \$776

North Parking Lot: \$1802

East of Shelter: \$1040

West of Shelter (upper wall): \$1455

Total for all: \$19,960

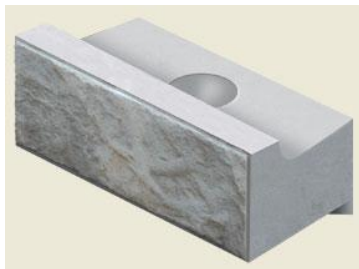
Middle Parking Lot: \$2010

North Concrete Pad: \$2841

West of Shelter (lower wall): \$1525

South of Restrooms: \$1525

[Large Blocks](#) 18"x48" \$10 sq foot



South Parking Lot: \$10880

North Parking Lot: \$2340

East of Shelter: \$1350

West of Shelter (upper wall): \$1890

Total for all: \$26,720

Middle Parking Lot: \$2610

North Concrete Pad: \$3690

West of Shelter (lower wall): \$1980

South of Restrooms: \$1980

Carpenter Park

2015 Inventory Replacement Cost



Item	QTY	Condition	Approximate Replacement cost
Benches (Plastic)	3	Fair (graffiti damage)	\$3,600.00
Pet Waste Station	1	Fair (needs replacement part)	\$300.00
Dedication Sign	1	Good	Unknown
Trash Receptacle	1	New	\$1,000.00
Walkways (stamped concrete)	105 ft	Good	\$50,000.00
Fence	125ft	Needs Repair/Replace	\$7,000.00

Total = \$61,900

CARPENTER PARK BENCHES

Existing

3-8' Benches, fair condition (graffiti scratched into surfaces)



Replacement Options

[Balustrade](#) : 6', wood/recycled plastic options, \$1600 shipped, add armrest \$110 each



[Cast Iron Bench](#): 8', several color options, center armrest (8' bench only) \$2213 shipped



CARPENTER PARK PET WASTE STATION

Existing

1 Pet waste station, containing waste container, bag dispenser, and signage, waste bin recommend replacement soon



Maintenance items with new supplier

[Small waste bags](#) : (20 Rolls of 200 for \$78.00) [Waste bin liners](#): (4 Rolls of 50 for \$45.00)

Replacement Unit/Parts

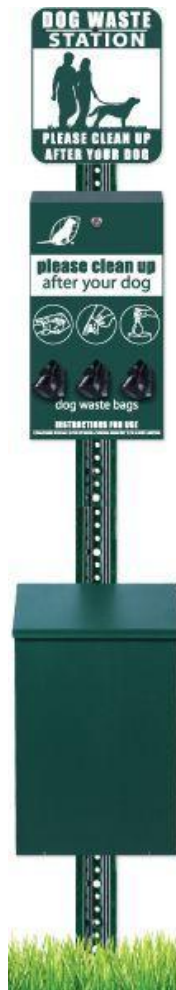
[Waste Bin](#): \$89.00



[Sign](#): \$14.95



[Complete System](#): \$199



[Bag station](#): \$59.00



CARPENTER MONUMENT PARK SIGN

Existing

Dedication Sign, good condition



CARPENTER PARK TRASH RECEPTACLE

Existing

1 -26 gallon, new condition (installed 2014)



Replacement Options

[Urbanscape](#) : 32 gallon, several lid and color choices available, surface mount, \$827 plus shipping

Available through local vendor [Fry Park and Playground](#)



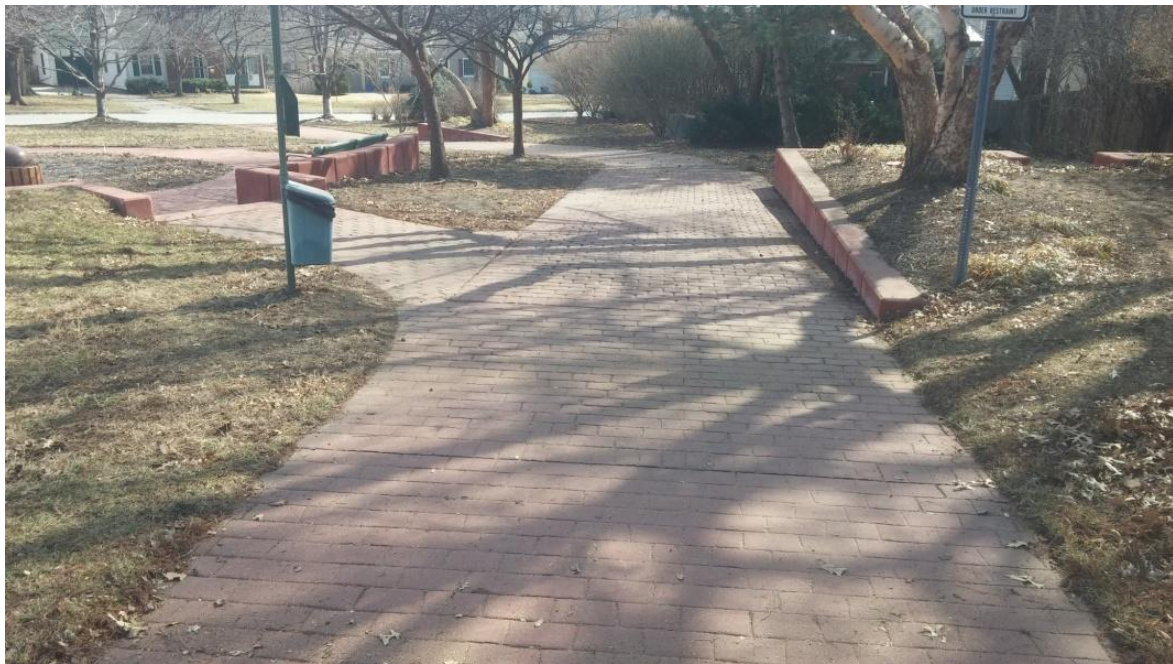
[Slatted Wood](#): 32 Gallon, Surface mount, \$507 shipped



CARPENTER PARK WALKWAYS

Stamped concrete

105 linear feet, 486 sq yards, good condition



Approximate Replacement Cost: **\$48,600**

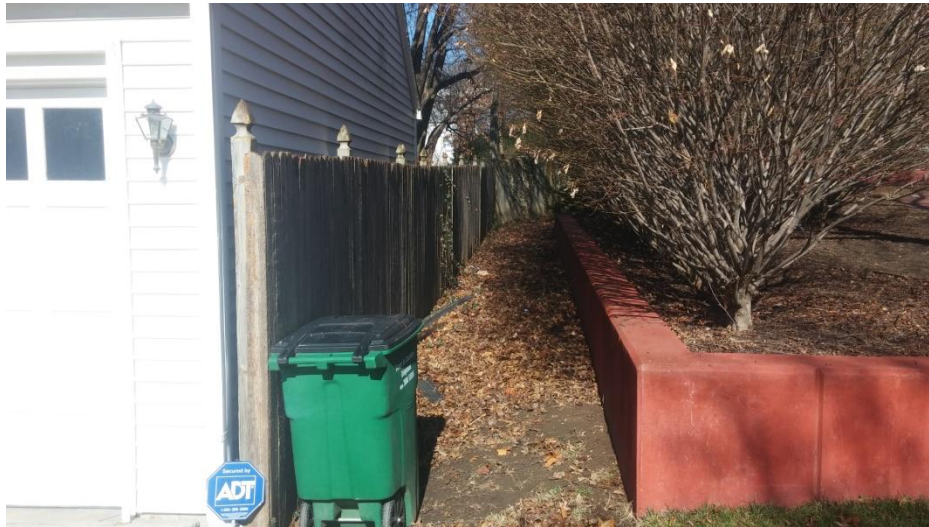
CARPENTER PARK FENCE

175' x 6' privacy fence – 65' of which is double faced

Existing Condition

Needs Replaced, rotting and termite damage in several areas. All 3 contractors recommended replace over repair due to the amount of rot and termite damage.





Recommendation

Completely remove and replace privacy fence with.

Guier Fence:

\$5,000 Replace - \$731 repair heavily damaged section

Denton Enterprises:

\$4,790 Replace (with steel post) - \$505 repair heavily damaged section

AmeriFence:

\$7,065 Replace - \$1,000 repair heavily damaged section

Item Number: Consent Agenda- I.-D.

Committee Meeting Date: 3/30/2015



City of Roeland Park Action Item Summary

Date: 3/5/2015
Submitted By: Aaron Otto
Committee/Department: Public Works
Title: **Interlocal Agreement with the City of Fairway for a Salt Dome**
Item Type: Agreement

Recommendation:

To approve an interlocal agreement with Fairway for a jointly owned salt dome and access to the facility.

Details:

At the February City Council meeting, the Council approved in concept a partnership to share a salt dome with the City of Fairway to be located at their new public works facility.

Attached is a copy of the draft interlocal agreement that was created through the efforts of both the Fairway and Roeland Park City Leadership teams.

The cost of preparing this document will be split equally between the two cities.

Financial Impact

Amount of Request: Time to Prepare the ILA to be split with Fairway 50/50	
Budgeted Item?	Budgeted Amount:
Line Item Code/Description: City Attorney Fees General Fund	

Additional Information

ATTACHMENTS:

Description	Type
 salt dome agreement	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 December 1, 2015 or substantial completion of the Salt Dome has not occurred by January 1, 2016, 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 (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 Five Million Dollars (\$5,000,000) 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; 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 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.
- (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 of 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, 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.

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
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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)

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

My commission expires: _____

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

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

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.

Item Number: Consent Agenda- I.-E.

Committee Meeting Date: 3/30/2015



City of Roeland Park Action Item Summary

Date: 3/23/2015
Submitted By: Jose Leon
Committee/Department: Public Works
Title: **Task Order #17 for 48th and Roe Blvd. Intersection Work**
Item Type: Other

Recommendation:

To approve the Professional Services Task Order #17A at a cost not to exceed \$5,000.00 to begin data acquisition and field study work in support of the safety improvements to be made at the 48th and Roe Blvd intersection.

To approve the Professional Services Task Order #17B at a cost not to exceed \$32,000.00 in support of the safety improvements to be made at the 48th and Roe Blvd intersection.

Details:

In order to maintain the project schedule with Kansas Department of Transportation (KDOT) staff would like Shafer, Kline, and Warren to begin the survey on the Surface Transportation Project (STP) to be designed and constructed at 48th Street and Roe Blvd. Task Order 17A includes the data acquisition phase which includes survey needed to begin design. It is necessary for the City to comply with KDOT's timeline since 90 percent of this improvement project is being funded through a state grant.

Once data collection including the survey is complete, City Staff would like Shafer, Kline, and Warren (SKW) to immediately begin design of the Surface Transportation Project (STP) at 48th Street and Roe Blvd. This task order includes the preliminary plan, final design plan, bidding and construction oversight. This task order would allow SKW to begin survey to ensure that the project maintains the schedule of Kansas Department of Transportation. As a reminder, 90 percent of this project is funded through STP Grant funds at a cost not to exceed \$171,000.

Financial Impact

Amount of Request: \$5,000 17a \$32,000 17b	
Budgeted Item?	Budgeted Amount: \$45,000
Line Item Code/Description: 5209.270	

Additional Information

ATTACHMENTS:

Description	Type
 task order 17a stp	Cover Memo
 task order 17 part 2	Cover Memo
 task order 17 part 3	Cover Memo
 task order 17b	Cover Memo



SHAFFER, KLINE & WARREN, INC.
WWW.SKW-INC.COM

PROFESSIONAL SERVICES TASK ORDER #17A

Project	<u>Roe Avenue and 48th Street</u>	Date	<u>3/18/15</u>
SKW Project No.	<u>130099-170</u>	Agreement Date	<u>4/1/13</u>
Client	<u>City of Roeland Park, KS</u>		

Description of task order:

Perform construction document preparation, bidding coordination with KDOT and construction services for design & construction of the Intersection Improvements for Roe Avenue and 48th Street (Skyline Drive). This project is funded through KDOT STP program, PN 46 N-0630-01. Phase 17A of this project is the Data Acquisition Phase, including field survey.

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.

\$5,000.00

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 3/18/15

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

TASK ORDER #17A

ENGINEERING DESIGN OF ROE AVENUE AND 48TH STREET INTERSECTION IMPROVEMENTS

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 (Phase 17A)

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 Phase 17A - Data Acquisition, including field survey.

2.0 Final Design (Phase 17B)

Following review and approval of the preliminary design phase by the City, the Consultant shall proceed to provide these services:

- 2.1 Prepare final construction plans and construction specifications in accordance with KDOT STP program requirements.
- 2.2 Submit one set of final plans and specifications to the City and to other appropriate governmental agencies and utility companies.
- 2.3 Prepare a final construction cost estimate, including a compilation of typical construction pay items with unit work quantities and current estimated cost estimates.
- 2.4 Prepare all bid documents using KDOT standard contract documents.

3.0 Bidding Phase (Phase 17B)

Following final review by City staff and approval to proceed to bidding phase the consultant shall undertake the following bid services.

- 3.1 Provide KDOT bid package for KDOT Bid Letting.
- 3.2 Assist KDOT in evaluating the bidders and make recommendation of award to the City.

4.0 Construction Administration Phase (Phase 17B)

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.

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:

- 4.1 Conduct a pre-construction meeting which will include the City, Contractor, Utility Companies, and any other appropriate governmental agencies such as Cities parties to an interlocal Agreement, County agencies, State and Federal agencies.
- 4.2 Serve as field liaison between the public, the Contractor, the City, the Utilities, the County, the State and the Federal agencies.
- 4.3 Document all complaints, concerns, or inquiries from any of the previously mentioned parties.
- 4.4 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.
- 4.5 Provide daily construction observation and check general compliance with the plans and specifications using a field observer qualified to perform such duties.
- 4.6 Schedule and attend Coordination Meetings as necessary to discuss the Project with the contractor.
- 4.7 Review shop drawings and samples required by the Construction Contract documents and submitted by the Contractor to ascertain compliance.
- 4.8 Issue necessary clarifications and interpretations of the Contract documents as appropriate to the orderly completion of the Project.
- 4.9 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.
- 4.10 Review the Contractor's monthly estimates before they are submitted to the City for payment to the Contractor.
- 4.11 Conduct a pre-final of work segments.
- 4.12 Conduct a final inspection of the total project and provide a recommendation of acceptance.
- 4.13 Coordinate with the contractor to take pre-construction photographs.
- 4.14 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 nonconformance 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) Phase 17A - Data collection, including field survey, will be completed within 30 calendar days from Notice to Proceed.

ARTICLE V COMPENSATION - PHASE 17A

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:

Data Collection, including field survey	\$ 5,000.00
---	-------------

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.

TASK ORDER #17

ENGINEERING DESIGN OF ROE AVENUE AND 48TH STREET INTERSECTION IMPROVEMENTS

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.

2.0 Final Design

Following review and approval of the preliminary design phase by the City, the Consultant shall proceed to provide these services:

- 2.1 Prepare final construction plans and construction specifications in accordance with KDOT STP program requirements.
- 2.2 Submit one set of final plans and specifications to the City and to other appropriate governmental agencies and utility companies.
- 2.3 Prepare a final construction cost estimate, including a compilation of typical construction pay items with unit work quantities and current estimated cost estimates.
- 2.4 Prepare all bid documents using KDOT standard contract documents.

3.0 Bidding Phase

Following final review by City staff and approval to proceed to bidding phase the consultant shall undertake the following bid services.

- 3.1 Provide KDOT bid package for KDOT Bid Letting.
- 3.2 Assist KDOT in evaluating the bidders and make recommendation of award to the City.

4.0 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.

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:

- 4.1 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.
- 4.2 Serve as field liaison between the public, the Contractor, the City, the Utilities, the County, the State and the Federal agencies.
- 4.3 Document all complaints, concerns, or inquiries from any of the previously mentioned parties.
- 4.4 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.
- 4.5 Provide daily construction observation and check general compliance with the plans and specifications using a field observer qualified to perform such duties.
- 4.6 Schedule and attend Coordination Meetings as necessary to discuss the Project with the contractor.
- 4.7 Review shop drawings and samples required by the Construction Contract documents and submitted by the Contractor to ascertain compliance.
- 4.8 Issue necessary clarifications and interpretations of the Contract documents as appropriate to the orderly completion of the Project.
- 4.9 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.
- 4.10 Review the Contractor's monthly estimates before they are submitted to the City for payment to the Contractor.
- 4.11 Conduct a pre-final of work segments.
- 4.12 Conduct a final inspection of the total project and provide a recommendation of acceptance.
- 4.13 Coordinate with the contractor to take pre-construction photographs.
- 4.14 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 nonconformance 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 (Field Check Plans) will be completed within 30 calendar days from Notice to Proceed.

- 2) Final Design (combined office check and final P, S & E) will be completed within 60 calendar days from acceptance of the Preliminary Design.
- 3) Bid Phase will be conducted by KDOT.

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:

Data Collection, Preliminary Design, Final Design and Bid Phase	\$ 26,000.00
Construction Administration Phase	\$ 11,000.00

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.

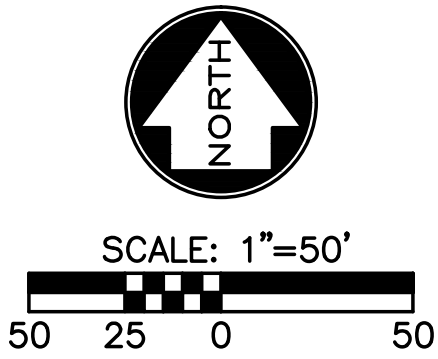
Quantity Errors: Negligent quantity miscalculations or omissions because of the Consultant's error shall be brought immediately to the City's attention. The Consultant shall not charge the City for the time and effort of checking and correcting the errors to the City's satisfaction.

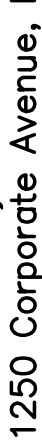
Change in Scope: The scope of work described in Article II Scope of Services, shall be subject to modification or supplement upon the written Agreement of the City and the Consultant. At the time of such modification of scope, equitable adjustments, agreeable to both parties, shall be made in the time 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.

L:\106656-040\ CAD\ CIVIL\130099-010 EXHIBIT 1A.DWG	DATE: 2/27/2014
LAYOUT: EXH 1	BY: K. JOHNSON
XREF DWG1: NONE	XREF DWG2: NONE
XREF DWG3: NONE	XREF DWG4: NONE

- 1 Eliminate the permitted phase for northbound and southbound left turns and replace it with a protected green phase only. This will result in longer queues in the southbound left turnlane which is nearing capacity. The southbound left turn lane will need to be 100 feet longer than it currently is to accommodate a longer queue. This will also address the visual impact of "left turn yield on green ball" signs as they will no longer be needed with only a protected left turn.
- 2 Reduce the crosswalk islands in the northeast and southeast quadrants to provide a wider receiving lane for eastbound 48th Street. Maintain the existing lane designation striping for northbound and southbound left turn lane guidance. Paint the curb around the crosswalk islands yellow.
- 3 Install "Yield" signs for the three channelized right turn movements in the northwest, northeast, and southeast corners of the intersection.
- 4 Increase the width of the pedestrian paths through each of the pedestrian islands.



ROADWAY IMPROVEMENTS PROGRAM CITY OF ROELAND PARK, KANSAS		130099-010		SHEET NO. EXH 1A		
 SHAHER, KLINE & WARREN, INC. 11250 Corporate Avenue, Lenexa, KS 66219-1392 913/888-7800 FAX: 913/888-7868 OFFICE LOCATIONS: Lenexa, KS Columbia, MO Houston, TX Tulsa, OK North Kansas City, MO Tulsa, OK CIVIL ENGINEERS ELECTRICAL ENGINEERS MECHANICAL ENGINEERS LANDSCAPE ARCHITECTS LAND SURVEYORS LAND PLANNERS		Designed By: <u>MWE</u>		5		
		Drawn By: <u>KJL</u>		4		
		Checked By: <u>MWE</u>		3		
		Issue Date: <u>01-16-14</u>		2		
				1		
		NO.	DATE	REVISIONS	BY	APPD
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PROFESSIONAL SERVICES TASK ORDER #17B

Project	<u>Roe Avenue and 48th Street</u>	Date	<u>3/18/15</u>
SKW Project No.	<u>130099-170</u>	Agreement Date	<u>4/1/13</u>
Client	<u>City of Roeland Park, KS</u>		

Description of task order:

Perform construction document preparation, bidding coordination with KDOT and construction services for design & construction of the Intersection Improvements for Roe Avenue and 48th Street (Skyline Drive). This project is funded through KDOT STP program, PN 46 N-0630-01. Phase 17B of this project includes the Preliminary Design, Final Design, Bidding and Construction Administration Phase.

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:

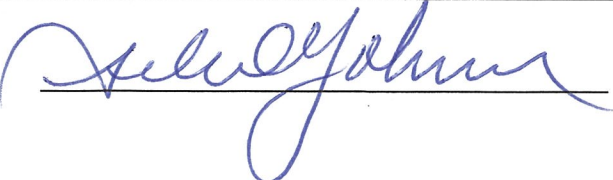
Per Article IV attached.

Fees:

Per Article V attached.

\$32,000.00

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	<u>3/18/15</u>
Client by	<u></u>	Date	<u></u>

If directed/approved by Client by telephone, by letter, in meeting, etc., provide reference material here.

Distribution

☒ Client ☒ Project File ☒ SKW Accounting ☐ Other

TASK ORDER #17B

ENGINEERING DESIGN OF ROE AVENUE AND 48TH STREET INTERSECTION IMPROVEMENTS

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 (Phase 17A)

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 Phase 17A - Data Acquisition, including field survey.

2.0 Final Design (Phase 17B)

Following review and approval of the preliminary design phase by the City, the Consultant shall proceed to provide these services:

- 2.1 Prepare final construction plans and construction specifications in accordance with KDOT STP program requirements.
- 2.2 Submit one set of final plans and specifications to the City and to other appropriate governmental agencies and utility companies.
- 2.3 Prepare a final construction cost estimate, including a compilation of typical construction pay items with unit work quantities and current estimated cost estimates.
- 2.4 Prepare all bid documents using KDOT standard contract documents.

3.0 Bidding Phase (Phase 17B)

Following final review by City staff and approval to proceed to bidding phase the consultant shall undertake the following bid services.

- 3.1 Provide KDOT bid package for KDOT Bid Letting.
- 3.2 Assist KDOT in evaluating the bidders and make recommendation of award to the City.

4.0 Construction Administration Phase (Phase 17B)

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.

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:

- 4.1 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.
- 4.2 Serve as field liaison between the public, the Contractor, the City, the Utilities, the County, the State and the Federal agencies.
- 4.3 Document all complaints, concerns, or inquiries from any of the previously mentioned parties.
- 4.4 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.
- 4.5 Provide daily construction observation and check general compliance with the plans and specifications using a field observer qualified to perform such duties.
- 4.6 Schedule and attend Coordination Meetings as necessary to discuss the Project with the contractor.
- 4.7 Review shop drawings and samples required by the Construction Contract documents and submitted by the Contractor to ascertain compliance.
- 4.8 Issue necessary clarifications and interpretations of the Contract documents as appropriate to the orderly completion of the Project.
- 4.9 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.
- 4.10 Review the Contractor's monthly estimates before they are submitted to the City for payment to the Contractor.
- 4.11 Conduct a pre-final of work segments.
- 4.12 Conduct a final inspection of the total project and provide a recommendation of acceptance.
- 4.13 Coordinate with the contractor to take pre-construction photographs.
- 4.14 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 nonconformance 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) Phase 17A - Data collection, including field survey, will be completed within 30 calendar days from Notice to Proceed.

- 2) Phase 17B - Preliminary Design Phase (Field Check Plans) will be completed within 30 calendar days from Notice to Proceed.
- 3) Phase 17B - Final Design (combined office check and final P, S & E) will be completed within 60 calendar days from acceptance of the Preliminary Design.
- 4) Phase 17B - Bid Phase will be conducted by KDOT.

ARTICLE V COMPENSATION - PHASE 17B

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:

Preliminary Design, Final Design and Bid Phase	\$ 21,000.00
Construction Administration Phase	\$ 11,000.00

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: Consent Agenda- I.-F.

Committee Meeting Date: 3/30/2015



City of Roeland Park Action Item Summary

Date: 3/20/2015
Submitted By: Jose Leon and Aaron Otto
Committee/Department: Public Works
Title: **Task Order #18 to create an RFP for 2015 Street Maintenance Part 1**
Item Type: Other

Recommendation:

Task Order 18 for Street Maintenance Project Part 1

To approve Task Order 18 at a cost not to exceed \$16,000 which will direct the City Engineer to create the plans and bid package for the first part of street maintenance 2015 in Roeland Park.

Details:

The 2015 Street Maintenance Plan part 1 scope of work will focus on an ADA side walk ramp being included at the southeast corner of R Park; significant rework being performed on Howe between 49th and 50th for about half of one block where there has been some significant settling around some storm water work; and an inlet at 52nd and Howe.

Part 2 of the 2015 street maintenance plan will focus on full depth patch replacement areas which are too large for Public Works staff to attempt in house and on streets that are scheduled to be chip sealed in 2016. Additionally, Public Works staff will be crack sealing these same streets in preparation for 2016. Prepping street through full depth patching and crack sealing the year before they are to be chip sealed will be the future direction of street maintenance efforts throughout the City.

Financial Impact

Amount of Request: Not to exceed \$16,000

Budgeted Item?	Budgeted Amount: \$40,000
Line Item Code/Description: 27A Professional Services	

Additional Information

ATTACHMENTS:

Description		Type
	task order 18	Cover Memo



SHAHER, KLINE & WARREN, INC.
WWW.SKW-INC.COM

PROFESSIONAL SERVICES TASK ORDER #18

Project 2015 Street & Sidewalk Maint. Program - Phas...

Date 3/30/15

SKW Project No. 130099-180

Agreement Date 4/1/13

Client City of Roeland Park, KS

Description of task order:

Perform engineering design, construction document preparation and construction observation services for the 2015 Street and Sidewalk Maintenance Program - Phase 1. The streets and sidewalks included in Phase 1 are: Howe from 49th to 50th; 52nd and Howe inlet repair; and ADA sidewalk at R Park SE corner.

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.

\$16,000.00

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 3/30/15

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

TASK ORDER #18

ENGINEERING DESIGN OF STREET IMPROVEMENTS FOR 2015 STREET MAINTENANCE PROGRAM

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

- 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

- 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

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

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.

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 parties 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 45 calendar days from Notice to Proceed.
- 2) Final Design will be completed within 30 calendar days from acceptance of the Preliminary Design.
- 3) Bid Phase will be completed within 30 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	\$ 2,500.00
Preliminary Design	\$ 2,500.00
Final Design	\$ 3,000.00
Bid Phase	\$ 2,000.00
Construction Administration Phase	\$ 6,000.00

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: Mayor's Report- III.-A.

Committee Meeting Date: 3/30/2015



City of Roeland Park Action Item Summary

Date:

Submitted By:

Committee/Department:

Title: Economic Development Update

Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

ATTACHMENTS:

Description

community center paint

Type

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













Item Number: Mayor's Report- III.-B.

Committee Meeting Date: 3/30/2015



City of Roeland Park Action Item Summary

Date:

Submitted By:

Committee/Department:

Title: Proclamation – Arbor Day

Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

ATTACHMENTS:

Description	Type
 Arbor Day Proclamation	Cover Memo



Proclamation

ARBOR DAY 2015

Whereas, In 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and beautify our community, and

Whereas, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal.

Now, Therefore, I, Joel Marquardt, Mayor of the City of Roeland Park, therefore do hereby proclaim April 25, 2015 as Arbor Day in the City of Roeland Park, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

In testimony whereof, I have hereunto set my hand and caused to be affixed the Seal of the City of Roeland Park, this 30th day of March, 2015.

Seal here

JOEL MARQUARDT
Mayor

Item Number: Reports of City Liaisons- V.-A.

Committee Meeting Date: 3/30/2015



City of Roeland Park Action Item Summary

Date:

Submitted By:

Committee/Department:

Title: 47th & Mission Road Jennifer Gunby and Michael Rhoades)

Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

ATTACHMENTS:

Description

Type

47th and Mission Meeting Notes

Cover Memo

47th & Mission Committee Meeting

Westwood City Hall

February 20, 2015

Attendees:

Committee Members: David Waters, Heidi Holiday, Hal Walker, Michael Rhoades, Ann Murguia, and Scott Bingham.

Staff: Jennifer Jones-Lacy and Fred Sherman

Meeting Notes:

1. Updates

a. Unified Government of Wyandotte County

- i. The owner of the property north of the car wash has taken legal action against the building contractor that demolished more of the building than scheduled and consequently lost the grandfathered status of the building setback. It is assumed single story office space is still the intended use.
- ii. Heidi is working with the police departments from the three municipalities to improve dispatch communication. There have been issues with burglars crossing city lines.

b. Roeland Park

- i. Demolition of the building at the SW corner of 47th & Mission is anticipated this spring. All tenants appear to have moved out. The developer is considering an indoor/outdoor restaurant concept, not unlike Taco Republic. Parking lot may allow for food trucks.

c. Westwood

- i. Due to the interest in developing the Entercom property into senior housing, the planning commission is considering zoning issues for this type of use before addressing the specific project. The commission is also looking more broadly to see if this type of use would be better suited elsewhere in the city.
- ii. Fred anticipates that Woodside Village will be building upwards by Mother's Day; a mock-up of the building finishes is out on site.

2. Subcommittees

a. NRA Program Update

- i. Fred commented that he and Aaron have not had an opportunity to discuss the details of the NRA program.
- ii. Concern was expressed over the recent budget pressures imposed on SMSD and that they may be less inclined to participate.
- iii. Since the committee's role in this effort is, for the most part, complete, this will not be an active subcommittee in the future.

b. Merchants Association

- i. Heidi suggested planning for another breakfast to update attendees with developments within the corridor. This is tentatively planned for March, but Heidi will provide a specific date.
- ii. A regular newsletter was also suggested

c. Overlay Update

- i. David volunteered to lead this subcommittee; Scott will provide him with the available documentation.

d. Meeting adjourned.

Item Number: Unfinished Business- VI.-A.

Committee Meeting Date: 3/30/2015



City of Roeland Park Action Item Summary

Date: 9/2/2014
Submitted By: Jose Leon
Committee/Department: Public Works
Title: **Granada Park Rehabilitation Project**
Item Type: Agreement

Recommendation:

To approve the bid from Golconda Group, LLC at a cost not to exceed \$76,341.60 to provide services per the Skateboard Park Restoration RFP which also includes bid alternatives for hand rail and concrete work on Roe Lane contingent upon the City Attorney approving the insurance certificates and contract.

Details:

Three (3) bids were received on March 4, 2015 for Skateboard Park Restoration. Three bids were received; however, one bid was determined non-responsive as they failed to acknowledge receipt of Addendum No. 1. The two bids ranged from a low of \$68,838.00 from Golconda Group, LLC to a high of \$142,518.80 from Primary Care Landscape. The Engineer's Estimate was \$100,000.00.

Bidder	Skateboard Park Project	Roe Lane Alternatives	Total
Golconda Group	\$68,838.00	\$7,503.60	\$76,341.60
Primary Care Landscape	\$142,158.80	\$27,362.00	\$169,880.80

Financial Impact

Amount of Request:	\$76,341.60		
Budgeted Item? ☐ Yes ☐ No	Budgeted Amount		
Line Item Code/Description:	5763.450	TIF 2A - McDonalds	

Financial Impact

Amount of Request: \$76,341.60	
Budgeted Item?	Budgeted Amount: \$150,000

Line Item Code/Description: 5763.450 TIF 2A - McDonalds

Additional Information

Item Number: **New Business- VII.-A.**

Committee **3/30/2015**
Meeting Date:



City of Roeland Park Action Item Summary

Date:

Submitted By:

Committee/Department:

Title: **Appointments - City Prosecutor: Frank Gilman**

Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

Item Number: **New Business- VII.-B.**

Committee **3/30/2015**
Meeting Date:



City of Roeland Park Action Item Summary

Date:

Submitted By:

Committee/Department:

Title: **Appointments - Municipal Judge: Karen Torline**

Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

Item Number: **New Business- VII.-C.**

Committee **3/30/2015**
Meeting Date:



City of Roeland Park Action Item Summary

Date:

Submitted By:

Committee/Department:

Title: **Appointments - Shawnee Indian Mission Foundation
Interim Board Member: Bill Art**

Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

Item Number: New Business- VII.-D.

Committee Meeting Date: 3/30/2015



City of Roeland Park Action Item Summary

Date: 3/26/2015
Submitted By: Councilperson Jennifer Gunby
Committee/Department: Admin
Title: **City Administrator Contract**
Item Type:

Recommendation:

To approve the 2015 Employment Agreement between the City of Roeland Park, Kansas and Aaron A. Otto, with the term to be retroactively effective as of March 30, 2015, and for a \$1,000.00 bonus to be issued to Aaron A. Otto.

Details:

The City Council reviewed the City Administrator's 2014 job performance. The job performance was very favorable, rated by the City Council as near excellent (8 on a 9 point scale). Suggestions for improvement and areas the Council would like to see procedural changes were presented to Aaron Otto during an executive session on January 21st 2015.

To reflect the 2014 evaluation, the City Council has made the following changes to the 2015 Employment Agreement.

1. An increase in salary to an annual base salary of \$90,000.
2. An increase in contribution level on behalf of Employee to the
3. Section 401(a) Plan to 5.0% of the annual base salary.
4. A bonus of \$1,000 to be paid.

The salary and benefits increase with one-time bonus represents a total budget impact of \$13,377 in FY 2015 and \$14,031 in FY 2016 from the current salary.

It is the City Council's intent for the evaluation process and survey to be reviewed.

Financial Impact

Amount of Request: 2015 with bonus: \$13,377; 2016: \$14,031	
Budgeted Item?	Budgeted Amount: \$240,000
Line Item Code/Description: Administration Salary	

Additional Information

ATTACHMENTS:

Description

Type

city administrators contract

Cover Memo

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement") is made and entered into the 30th day of March, 2015, to be effective as of March 30, 2015 (the "Effective Date"), by and between the CITY OF ROELAND PARK, KANSAS, a municipal corporation, hereinafter referred to as the "City," and AARON A. OTTO, hereinafter referred to as "Employee."

RECITALS

1. The City desires to employ the services of Employee as City Administrator of the City of Roeland Park, Kansas.
2. It is the desire of the Governing Body of the City of Roeland Park, Kansas (the "Council"), which includes the Mayor, to provide certain salary and benefits, to establish certain conditions of employment and to set working conditions of said Employee.
3. It is the desire of the Council to secure and retain the services of Employee and to provide incentive for him to remain in such employment.
4. It is the desire of the Council to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future financial security.
5. Employee desires to accept employment as City Administrator of the City of Roeland Park, Kansas.

In consideration of the mutual covenants, conditions and promises contained herein, the parties hereto agree as follows:

1. DUTIES

The City agrees to employ Aaron A. Otto as City Administrator to perform the functions and duties of City Administrator as specified in the ordinance creating the position (Section 1-315 of the Code of the City of Roeland Park, Kansas), and to perform other reasonable and legally permissible duties as assigned by the Council.

2. TERM

This Agreement shall remain in full force and effect from the date of its complete execution until terminated by one or both of the parties under the terms of Section 3 below.

3. TERMINATION

- a. It is agreed and understood that the employment relationship is at will and may be terminated by either party with or without Cause (as defined below) and with or without notice, except as provided herein. Under this Agreement, there is no contractual right to employment for any definite period of time. Accordingly, the

City may terminate the employment of the Employee under this Agreement at any time.

- b. In the event the City terminates Employee's employment for Cause, the City agrees to pay Employee any wages earned up to the date of the termination, as well as all applicable and accrued benefits, including accrued but unused vacation and sick leave (subject to any caps set forth in Roeland Park's Personnel Policies and Guidelines, as amended from time to time). "Cause" means Employee is convicted of any illegal act involving personal gain to him, or the conviction of any felony, or for engaging in any unethical conduct as described in the Ethics Ordinance of the City.
- c. In the event the City terminates Employee's employment without Cause, the City agrees to pay Employee any wages earned up to the date of the termination, as well as all applicable and accrued benefits, including accrued but unused vacation and sick leave (subject to any caps set forth in Roeland Park's Personnel Policies and Guidelines, as amended from time to time). The City also agrees to pay Employee severance pay of a minimum of three (3) months of Employee's salary. Additionally, for each twelve (12) full months of service provided after the Effective Date, Employee shall be entitled to receive one additional month of severance pay, up to an overall maximum payout of six (6) months of severance pay when combined with the basic three month severance benefit described herein. Severance pay shall be based upon Employee's salary rate in effect at the time of termination, and shall be subject to all legal withholdings. The severance pay is payable either in installments at the same time other employees of the City are paid their regular paychecks, or a lump sum payment equal to such amount, with the method of payment to be determined by the City. Vacation and sick leave does not accrue after the termination date. The City's contributions to life insurance, disability insurance, and health insurance premiums cease at the time of termination. In the event the City wrongfully refuses, following written notice from Employee, to comply with any provision benefiting Employee as described herein, or the Council improperly discusses the performance of the Employee in a public meeting, the Employee may, at his option, deem this Agreement "terminated" effective the date of the event and the City will be required to pay the severance pay described herein. The City shall discuss the performance of the Employee only in executive session. If Employee is indicted or formally charged by any state or the United States with any such act or crime as described in Section 3(b) above, or if Employee is charged with a violation of the Ethics Ordinance as described herein, and his employment is thereby terminated, the City shall not be obligated to pay Employee severance pay unless and until the case is resolved in favor of the Employee.
- d. In the event the Employee is terminated by the City (other than for Cause as defined in paragraph b above) during the six (6) months immediately following the seating and swearing-in of one or more new governing Body members, and during such time Employee is willing and able to perform his duties under this Agreement, then the City

agrees to make severance payments, plus salary and benefits for any portion of the six (6) months not worked, in accordance with paragraph c above.

- e. The Employee may terminate this Agreement and his employment with the City by providing a 45-day written notice. In this circumstance, no severance benefit shall be paid. Employee will be paid any accrued and unpaid/unused benefits in accordance with Roeland Park's Personnel Policies and Guidelines, except that accrued but unused vacation pay will be withheld if a 45-day notice is not provided by Employee

4. SALARY

The City agrees to pay the Employee for his services an initial annual base salary of \$90,000, which is equal to \$3,461.54 paid bi-weekly. The City may, at its sole discretion, grant bonuses and benefits to Employee for performance, excellence, or meritorious service. Additionally, the City may increase the base salary and benefits in such amounts and to such an extent as the City Council may, in its sole discretion, determine is appropriate on the basis of performance evaluations and salary review. The City shall not at any time reduce the salary or other benefits of the Employee except to the degree of such a reduction across-the-board for all employees of the City.

5. LIFE INSURANCE

The City may procure an appropriate life insurance policy insuring the life of Employee written by an insurer to be selected by the City, subject to the Employee passing the physical examination to be administered by the insurer. During the period this Agreement is in effect, the City shall be responsible for paying the annual policy premium and shall be the owner of said life insurance policy. Furthermore, the City shall be the beneficiary of the policy of insurance. Employee hereby agrees that such insurance may be procured on his life, and he likewise agrees to assist as needed in the procurement and placement of such insurance.

6. INDEMNIFICATION

The City shall defend, save harmless and indemnify the Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Employee's duties as City Administrator. The City will defend or settle any such claim or suit and pay the amount of the settlement or judgment rendered thereon. Such indemnification will apply to any alleged act or omission occurring on or prior to Employee's termination date. Provided, however, that the City shall not be obligated to provide a defense for any criminal action or for any other action against Employee if the City Council determines, after having given the employee an opportunity to appear with or without counsel to provide information, that (1) the act or omission was not within the scope of Employee's employment; (2) Employee acted or failed to act because of actual fraud or actual malice; (3) the defense of the action or proceeding by the City would create a conflict of interest between the City and Employee; or (4) Employee's request for the City to

provide for the defense of the proceeding was not made within fifteen (15) days after service of process upon Employee, or receipt of notice of the proceeding, as applicable.

7. PERFORMANCE EVALUATION

The Mayor, in consultation with the City Council, shall review and evaluate the performance of Employee annually, typically in the month of January, so that Employee's salary may be set for the ensuing year. The review and evaluation shall be conducted in accordance with criteria developed jointly by the Mayor, City Council and Employee.

8. DUES, SUBSCRIPTIONS, AND PROFESSIONAL DEVELOPMENT

The City agrees to pay for the reasonable professional dues and subscriptions of Employee necessary for his participation in national, regional, state and local professional associations and organizations necessary and desirable for his continued professional participation and growth and for the benefit of the City, all as approved in the City's annual budget. The City agrees to pay for the reasonable continuing education, seminars, institutes and training of the Employee, including travel, registration and subsistence cost that are appropriate for his continued professional development and for the benefit of the City.

9. AUTOMOBILE ALLOWANCE

The Employee is required to be on call all hours of the day, and it is therefore necessary for him to have access to a personally owned vehicle for City business which may also be used for private use. The City agrees to pay Employee an automobile allowance of \$450 per month payable as and when determined by the City. Without making any firm commitments at this time, the parties agree the City and Employee may reassess in the future this method of providing an allowance for local travel to Employee, and may provide for some form of use of a vehicle owned by the City. The City may cease providing the \$450 automobile allowance if Employee opts to accept a City-owned vehicle for Employee's local travel use in lieu of providing a cash allowance.

10. EMPLOYEE BENEFITS

The City agrees to provide Employee with all benefits that are normally furnished to other City employees, including, but not limited to, health and dental insurance, paid holidays, vacation and sick leave, except that Employee shall be eligible for three (3) weeks' vacation from the commencement of his employment. In addition, at the commencement of his employment Employee be deemed to have accrued thirty (30) days' sick leave. Any caps on the carryover of accrued but unused vacation or sick time from year to year, and any caps on the amount of accrued but unused vacation or sick time that may be paid on termination that apply to other employees shall apply to Employee as well. Additionally, the City will contribute on behalf of Employee on the same percentage basis that it contributes for other employees to the Kansas Public Employees Retirement System and 5.0% of the annual base salary to the Section 401(a) Plan. Accumulation of vacation leave will be calculated on the basis of the Employee being

considered a 15+ year employee as set forth in Section E.2.A of the City of Roeland Park Personnel Policy.

11. MOBILE PHONE STIPEND

Employee shall have a mobile telephone and communication device that is acceptable to the City and compatible with the City's information systems so that he may be accessible at all times. Employee agrees that the City may impose any security restrictions and software it deems appropriate on Employee's communication device. The City shall pay Employee a monthly stipend in the amount of \$80 to use for a service plan.

12. PERSONNEL POLICIES AND ETHICS ORDINANCE

Except to the extent specifically referenced herein, the provisions of the Personnel Policies and Guidelines of the City shall apply to Employee's employment. Although Employee is not a "Public Officer" as that term is defined in Section 4 of Charter Ordinance No. 12, the City expects Employee to conform to the standards of conduct set forth in the Ethics Ordinance in the course of his employment, as set forth in Sections 3, 4, 6 and 7 of Charter Ordinance No. 12 and Section 2 of Charter Ordinance No. 16, as the same may be amended from time to time.

13. HOURS OF WORK

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the City and to that end, Employee shall be allowed to establish an appropriate work schedule to reflect the unusual work hours.

14. BONDING

The City shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance. City Administrator shall cooperate in providing information necessary to obtain any such bond.

15. NOTICE

Notices pursuant to this Agreement shall be given by hand-delivery, with written certification of receipt by the other party, or by deposit in the United States mail, postage prepaid, return receipt requested, addressed as follows:

- | | |
|-------------------------------|--|
| (1) If to the City: | Mayor
Roeland Park City Hall
4600 West 51st Street
Roeland Park, KS 66205 |
| (2) If to City Administrator: | Aaron A. Otto, City Administrator
Roeland Park City Hall |

4600 West 51st Street
Roeland Park, KS 66205

Notice shall be deemed given as of the date of hand-delivery or as of the date of deposit of such written notice with the United States Postal Service.

16. MERGER AND SEVERABILITY

The text herein shall constitute the entire agreement between the parties. Any previous agreement between the parties, written or oral, shall be superseded by this Agreement. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

17. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Kansas, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Kansas or any other jurisdiction) that would cause the laws of any jurisdiction other than the State of Kansas to apply.

18. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The Council, in agreement with the Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement. Except as provided herein, this Agreement may only be amended in writing with signed approval by both parties.

Dated this 30th day of March, 2015.

AARON A. OTTO

THE CITY OF ROELAND PARK, KANSAS

By: _____
Joel Marquardt, Mayor

ATTEST:

Kelley Bohon, City Clerk

Item Number: New Business- VII.-E.

Committee Meeting Date: 3/30/2015



City of Roeland Park Action Item Summary

Date: 3/20/2015
Submitted By: Aaron Otto
Committee/Department: Admin.
Title: 47th and Mission property Temporary Exemption for Parking while Requesting Additional Parking (est time 15 min) at 8 p.m.
Item Type: Other

Recommendation:

To allow the owner of the 47th and Mission Property located in Roeland Park to utilize the existing 31 parking spots based for 90 days, starting on March 30, 2015 so long as the property owner blocks off parking from the building slabs or identifies the drop offs around those slabs and files a concept plan by April 13, 2015 to address parking and site use in the midterm on the property. This 90 day window is designed to allow the property owner to request a special use permit.

Details:

Recently, the property owner of the southeast corner of 47th and Mission has requested that the City not enforce the Code district plan for that area which defines parking lots to be an accessory structure to the buildings on the property. The buildings were removed from the site the week of March 16, 2015.

At the March 16, 2015 City Council meeting, the City allowed for 12 street side parking spots to remain in support of a shared parking agreement with the owners of Taco Republic. Below is the language from City Code which outlines the City's role in approving shared parking agreements in the 47th and Mission overlay district.

The site owner has indicated their desire to apply for a special use permit to allow for these parking spaces during the period of time before new building improvements are made to the site. The special use process is outlined below and includes the Roeland Park Redevelopment Committee, 47th and Mission Overlay District Committee, Planning Commission and City Council. While applying through this special use permit process the owner has asked that Taco Republic customers be allowed to use the approximately 30 spaces on the site today.

47th and Mission Overlay District Parking Requirements from Chapter 16 of City Code

Shared Parking. Parking requirements may be met through shared parking according to the following conditions and standards:

(A) A written agreement for the joint use of parking facilities shall be executed by the parties, approved by the city and recorded with the Johnson County Register of Deeds. The agreement shall include any cross access easements among property owners deemed necessary by the City to effectuate the agreement.

(B) Parking requirements are cumulative except that parking may be shared, at the sole discretion of the city, according to the following standards:

(I) When two or more uses located on the same or adjacent lot have distinctly different hours of operation (e.g. commercial office and residential, or church and school) 100% of the required parking may be shared. Required parking shall be based on the use that demands the greatest amount of parking per the requirements of the underlying zoning district.

(II) When two or more uses located on the same or adjacent lot have distinctly different peak hours of operation- (e.g. office and restaurant/entertainment), 50% of the required parking spaces may be shared among the uses.

(III) Shared parking shall not be allowed if the parking spaces are more than 700 feet from the main entrance of the building.

(C) Direct pedestrian access, meeting the requirements of Section (2)(iii), shall be provided between any shared parking and the main entrance of any building proposing to share parking.

(D) Applicants for shared parking shall submit a statement indicating the ability of the proposed shared parking arrangement to meet the demands of all uses involved. The statement shall include hours of operation, hours of peak operation, forecasted demand, and other data indicating the appropriateness of shared parking.

(E) Any change of use or other change causing violation of the shared parking agreement or these standards shall invalidate the shared parking eligibility and the parking requirements of the underlying zoning district shall be met.

Special Use Permit Request

1.) Concept Plan is submitted to the City of Roeland Park Staff. Creation of a Concept Plan- Needs to include, but not limited to (16-319 3 a.):

The concept plan shall contain the following information provided the Building Inspector may waive or modify submission of items deemed unnecessary:

(1) A plot plan evidencing the location of the property, adjacent streets, the zoning designation of the subject property and adjacent properties within 300 feet, and generally where all proposed buildings and parking areas are to be located;

(2) Preliminary estimate of the total square footage of buildings proposed;

(3) Site photos;

(4) Name, address and phone number of the property owner;

(5) Date and signature of applicant, who, if not the owner, shall provide legally sufficient evidence that the applicant is the authorized agent of the owner;

(6) A narrative statement of what the applicant proposes to develop on the property (i.e. how many food trucks, how long is the permit for, what are the hours of operation, what is placement of the trucks); and

(7) Evidence, satisfactory to the City Engineer, of the applicant's ability to comply with the adequate public facilities and services requirements of section 16-305

2.) Considered by Roeland Park Redevelopment Committee

The Committee may provide verbal feedback during the course of the meeting and then provide written feedback via its minutes in response to what is presented before them. The developer may consider changes to the plan prior to submitting the special use permit to the City.

3.) Filing Special Use Permit Application with the City Staff.

Schedule hearing before 47th and Mission Overlay District (ideally there should be a 14 day notice of an overlay district meeting).

4.) Special Use Permit Application goes before the 47th and Mission Overlay District Committee.

All applicants for development approvals within the area covered by the 47th and Mission Road Area Design Review Overlay District shall submit two additional sets of applications to the Building Official or Zoning Administrator. The Building Official or Zoning Administrator shall forward these additional applications to the Secretary of the Committee for review.

All applications received by the Secretary prior to two weeks in advance of the next regularly scheduled Committee meetings, shall be placed on the Committee's agenda for discussion. Any applicant who submits applications more than one month prior to the next regular Committee meeting may make a request to the chairperson of the Committee that a special meeting be called to hear the application.

Applications placed on the Committee agenda shall be discussed for compliance with the 47th and Mission Road Area Concept Plan, and the standards of this section.

The applicant may appear, or otherwise be represented at the Committee meeting, and shall be given the opportunity to discuss the application before the Committee.

After discussion of an application, the Committee shall make a recommendation to the Planning Commission, or Board of Zoning Appeals, as the case may be, on the application's compliance with the 47th and Mission Road Area Concept Plan, and the standards of this section.

The Committee may continue an application once after discussion, if the Committee feels it has received incomplete information or it needs more information to make a recommendation.

However, any continuance must be reheard before the Committee within one month, unless the applicant agrees on the record to a greater duration. Additionally, the applicant may elect to proceed to the Planning Commission or Board of Zoning Appeals, as the case may be, upon the understanding that the application will automatically carry a "recommendation to deny due to incomplete application" from the Committee.

To assist the Committee in its duties, the Building Official or Zoning Administrator, other staff, or appointed consultants shall prepare a staff report on each application within the 47th and Mission Road area specifically addressing the application's compliance with the 47th and Mission Road Area Concept Plan, and the standards of this section. The staff report shall be submitted to the secretary of the Committee at least five business days before the scheduled Committee meeting.

All Committee meetings shall be open to the public, with notice published and records kept in accordance with the laws of the State of Kansas. The secretary of the Committee shall be the custodian of records for the Committee.

The Committee may provide verbal feedback during the course of the meeting and then provide written feedback via its minutes in response to what is presented before them. The developer may consider changes to the special permit filing prior to the request going before the Planning Commission.

5.) Special Use Permit Application goes before the Planning Commission.

Notices of a public hearing shall be sent out 20 days before the hearing to neighboring properties regarding the public hearing at a Planning Commission meeting. Written comments of the 47th and Mission Overlay District Committee shall be included with the Special Use Permit submission. The Planning Commission will consider the Special Use Permit request and make a recommendation to the City Council to approve the plan as presented, recommend approval with modifications to the presented plan, table the request, or recommend denial of the requested special use permit.

6.) Special Use Permit Application goes before Council Committee of the Whole and City Council

After receiving a recommendation from the Planning Commission, the Developer can present the special use permit request to the Council Committee of the Whole. The Council Committee will consider the application and may provide verbal feedback during the course of the meeting. After a 14 day protest period following the Planning Commission has expired (16-321c), the special use permit application can go before the City Council for action. The Council can accept the recommendation of the Planning Commission by a majority vote (if the recommendation is for approval, it is done by ordinance, which requires at least 5 affirmative votes), override the Planning Commission recommendation by a 2/3 vote, or return it to the Planning Commission for further consideration. If a valid protest petition has been submitted, the application may only be approved by the affirmative vote of at least 7 members of the Governing Body.

Financial Impact

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

Additional Information

Committee Meeting Date: 3/30/2015



City of Roeland Park Action Item Summary

Date:	3/10/2015
Submitted By:	Aaron Otto
Committee/Department:	Admin.
Title:	Charter Ordinance 29 - A CHARTER ORDINANCE AMENDING AND REPEALING SECTIONS 3 THROUGH 11, INCLUSIVE, OF CHARTER ORDINANCE NO. 12; ALSO AMENDING AND REPEALING SECTION 1-318 OF THE CODE OF THE CITY OF ROELAND PARK, KANSAS.
Item Type:	Ordinance

TO APPROVE Charter Ordinance 29 - A CHARTER ordinance AMENDING AND REPEALING SECTIONS 3 THROUGH 11, inclusive, OF CHARTER ORDINANCE NO. 12; ALSO AMENDING and repealing SECTION 1-318 OF THE CODE OF THE CITY OF ROELAND PARK, KANSAS.

Since April, 2014, the City's Ethics Attorney has presented some options for improving the process for issuing ethics opinions and potential ways to sanction members. Please see the attached memo from the Ethics Attorney for a description of changes to be made to this charter ordinance which is largely focused on process modification.

Financial Impact

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

Additional Information

ATTACHMENTS:

Description		Type
	Charter Ordinance 29	Cover Memo
	Memorandum Re Ethics Code Revision	Cover Memo

CITY OF ROELAND PARK, KANSAS

CHARTER ORDINANCE NO. 29

**A CHARTER ORDINANCE AMENDING AND REPEALING SECTIONS 3
THROUGH 11, INCLUSIVE, OF CHARTER ORDINANCE NO. 12; ALSO
AMENDING AND REPEALING SECTION 1-318 OF 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. Sections 3 through 11, inclusive, of Charter Ordinance No. 12, codified as Section 1-318 of the Code of the City of Roeland Park, Kansas, and Section 1-318 of the Code of the City of Roeland Park, Kansas, are hereby amended to read as follows:

1-318. CODE OF ETHICS

(a) Code of Ethics for Elective and Appointive Offices; Declaration of Policy. The proper operation of democratic government requires that public officials be independent, impartial and responsible to the people; that government decisions and policy be made in proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, a code of ethics for certain City officials is hereby established. The purpose of this code is to establish guidelines for ethical standards of conduct for such officials by setting forth those acts or actions that are incompatible with the best interests of the City and directing disclosure by such officials of private financial or other interests in matters affecting the City.

(b) Definitions.

(1) Interest means direct or indirect pecuniary or material benefit accruing to a public officer as a result of a contract or transaction which is or may be the subject of any official act or action by or with the City, except for such contracts or transactions which by their terms and by the substance of their provisions confer the opportunity and right to realize the accrual of similar benefits to all other persons and/or property similarly situated.

For the purposes of this code, a public officer shall be deemed to have an interest in the affairs of:

- A. Any person related to him/her by blood or marriage in a degree closer than the fourth degree of consanguinity or affinity (determined by the civil law method), and a divorce or separation between spouses shall not be deemed to terminate any such relationship;
- B. Any person or business entity with whom a contractual relationship exists with the public officer that would be positively

or negatively impacted by that individual's relationship with the City;

- C. Any business entity in which the public officer is an officer, director, or member having a financial interest in, or by which the public officer is employed;
- D. Any business entity in which the stock of; or legal or beneficial ownership of, in excess of five percent of the total stock or total legal and beneficial ownership, is controlled or owned by the public officer.

- (2) Official Act or Action means any legislative, administrative, appointive or discretionary act of any officer of the City or any agency, board, committee or commission thereof.
- (3) Business Entity means any business, proprietorship, firm, partnership, person in a representative or fiduciary capacity, association, venture, trust, corporation, limited liability company, or similar business organization.
- (4) Public Officer means any person, officer holding a position by public election or Governing Body appointment in the service of the City of Roeland Park, whether paid or unpaid, including members of any board, committee or commission thereof.
- (5) Transaction shall be defined as any activity that engages the authorization, approval, involvement in an official capacity of a public officer that did or could result in the expenditure of City funds.
- (6) Ethics Attorney shall be defined as that individual who is licensed to practice law in the State of Kansas who does not currently serve the City that is selected by the Governing Body.

(c) Standards of Conduct.

- (1) The requirements herein set forth shall constitute reasonable standards and guidelines for the ethical conduct of public officers of the City.
- (2) Interest in Contract or Transaction. No public officer having the power or duty to perform an official act or action related to a contract or transaction which is or may be the subject of an official act or action of the City, shall:
 - A. Have or hereafter acquire an interest in such contract or transaction;
 - B. Have an interest in any business entity representing, advising or appearing on behalf of any person involved in such contract or transaction, whether paid or unpaid;
 - C. Have solicited or accepted present or future employment with a person or business entity involved in such contract or transaction;

- D. Have solicited, accepted or granted a present or future gift, service or thing of value from or to a person involved in such contract or transaction.
- (3) Exceptions. The prohibition against gifts, services or things of value in Subsection 1-318(c)(2)(D) shall not apply to:
 - (A) An occasional non-pecuniary gift, service or thing of value, insignificant in value (\$50.00 or less);
 - (B) An award publicly presented in recognition of public services.
 - (4) Pre-acquisition of Interest. No public officer, with respect to any contract or transaction which is under consideration as an official act or action of the City, shall acquire an interest in or be affected by such contract or transaction at a time when the public officer believes or has reason to believe that it will directly or indirectly be affected by an official act or action of the City.
 - (5) Disclosure of Information Prohibited. No public officer, with respect to any contract or transaction which is or is under consideration of an authorization, shall disclose information specifically intended to be confidential concerning the property, government or affairs of the City, or use such information to advance the financial interest of himself, herself or others.
 - (6) Incompatible Service. No public officer shall engage in or accept private employment or render service, for private interest, when such employment or service is incompatible with the proper discharge of his or her official duties or would tend to impair his or her independence of judgment or action in the performance of his official duties, unless otherwise permitted by law and unless disclosure is made as provided in this code.
 - (7) Appearances. No public officer shall appear on behalf of any private person, other than himself, herself, his or her spouse or minor children, before any City agency or the Municipal Court. However, a member of the Governing Body may appear before City agencies on behalf of his or her constituents in the course of his or her duties as a representative of the electorate or in the performance of public or civic obligations.
 - (8) Public Contracts. No public officer who in his or her capacity as such officer participates in the making of a contract in which he or she has a private pecuniary interest, direct or indirect, or performs in regard to that contract some function requiring the exercise of discretion on his or her part, shall enter into any contract with the City unless:
 - A. The contract is awarded through a process of public notice and competitive bidding, or
 - B. The contract for property or services is one for which the price is fixed by law.

- (9) Public Property. No public officer shall engage in, request or permit the unauthorized use of City-owned vehicles, equipment, materials or property for the operation of a private business or for personal use.
 - (10) Later Case Interest. No public officer shall, after the termination of service with the City, appear for pay before any board, commission, committee or agency of the City in relation to any case, proceeding or application in which he or she personally participated during the period of his or her service, or which was under his or her active consideration. No elected official shall apply for or be considered for any employment with the City following his or her departure from elected office for the length of his or her tenure or four years, whichever is the longest.
 - (11) Use of Computers by Elected Officials. Any computer ("computer" being defined to include desktop as well as portable computers, computer functions such as internet access, electronic mail and broadband broadcast; computer databases; servers; hardware; and software) provided by the City for use by elected officials shall be restricted to use for official City business. No elected official shall use any such computer for personal use or cause, permit or allow any other person to use or access any such computer for other than official City business. Use of any such computer for political purposes, including campaigns for City offices, shall be considered to be personal use. Unless approved by the Governing Body, use of any such computer for fund raising activities shall be considered to be personal use.
- (d) Exceptions to Code of Ethics.
- (1) It shall not be deemed a violation of the standards of the code if the interest of a public officer in a person or business entity is a contractual obligation of less than \$500.00 which has not been preceded by any other obligation, discharged or existing, between the parties, and which is not the first in a series of two or more loans or debts which either of the parties is under an obligation to make or incur.
 - (2) A commercially reasonable loan made in the ordinary course of business by an institution authorized by the laws of this state to engage in the making of such loans shall not be deemed to create an interest in violation of this code. A contract for a commercial retail sale, even though over the value of \$500.00, shall not be deemed to create an interest in violation of this code.
 - (3) A public officer does not make or participate in the making of a contract or perform an official act or action related to a contract or transaction if the public officer abstains or recuses himself or herself from any official act or action in regard to the contract or transaction, and does not vote on such item.
- (e) Disclosure of Interest in Legislative Action.

- (1) Any member of the Governing Body who has a financial interest or personal interest in any proposed legislation before the Governing Body shall disclose on the record the nature and extent of such interest.
 - (2) Any other public officer who has a financial or personal interest in any proposed legislative action of the Governing Body and who participates in discussion with or gives an official opinion or recommendation to the Governing Body, shall disclose on the record of the nature and extent of such interest.
- (f) Enforcement. Any alleged violation by a public officer shall be brought to the attention of the Governing Body by a written complaint duly signed by a complaining party. The Governing Body shall consider the complaint, and/or direct that the City Ethics Attorney consider or investigate the complaint, and consideration shall be given to open meetings requirements and standards, including but not limited to those related to consultation with the City's attorneys and personnel matters of non-elected personnel. The Governing Body may take such action, or direct that such action be taken, as the Governing Body deems appropriate, including but not limited to those set forth in Subsection 1-318(h) (Violations; Penalties) below.
- (g) Advisory Opinions.
 - (1) When any public officer has a question as to the applicability of any provision of this code to a particular situation, or as to the definition of terms used herein, such public officer should bring the question to the attention of the City Administrator or the Mayor, as may be appropriate. If any such questions are not resolved through such channels, he or she may apply in writing to the Governing Body for a formal advisory opinion from the Ethics Attorney. The officer shall have the opportunity to present his or her interpretation of the facts at issue and of the applicability of provisions of the code before such advisory opinion is made. As appropriate, an opinion from the Kansas Governmental Ethics Commission may also be requested.
 - (2) Such opinion until amended or revoked shall be binding on the City, the City Council, and the Ethics Attorney in any subsequent actions concerning the public officer who sought the opinion and acted on it in good faith, unless material facts were omitted or misstated in the request for the advisory opinion. Such opinion shall not be binding in any action initiated by any private citizen. Any ethics opinion shall not be considered attorney-client privilege as between the Ethics Attorney and the public officer.
 - (3) Whenever, at any meeting of the City Council, any person states or alleges that the participation of any member of the Governing Body with respect to any matter on the agenda for action by the Governing Body at that meeting would or may result in a violation of this code, the Governing Body member affected may request to have the matter tabled until the next regular meeting of the City Council in order to afford said Governing

Body member an opportunity to obtain an advisory opinion from the Ethics Attorney.

(h) Violations; Penalties.

- (1) Action, if any, for violation of this Code may include, but not be limited to, an informal reprimand, formal resolution of public censure, or forfeiture or ouster in accordance with the applicable statutes of the State of Kansas. In addition, in the case of employees, action may be based upon established employment policies of the City, including suspension or dismissal where appropriate.
- (2) In addition, any public officer who willfully and knowingly violates any of the provisions of Sections 1-318(c) (Standards of Conduct) or 1-318(e) (Disclosure of Interest in Legislative Action) of this Code may be deemed guilty of a public offense and the Ethics Attorney and/or the City Prosecutor, with the approval of the Governing Body, shall have the power to initiate any suit, and to prosecute any criminal or civil action on behalf of the City where such action is appropriate. Any public officer so found guilty of violating any provision contained in such Sections shall be punished in accordance with the penalties set forth in Section 1-117 of the City Code. Public officers in violation of the provisions of this Code shall also be subject to submission to the Kansas Governmental Ethics Commission, the Attorney General of Kansas, or the Johnson County, Kansas, District Attorney for review, investigation, and appropriate action pursuant to State law.
- (3) In addition, where the violation by the public officer has resulted in financial harm to the City or financial profit or gain to the public officer, the City is authorized to seek damages in an amount not to exceed twice the financial harm suffered by the City or twice the profit or gain realized by the public officer, whichever is greater.
- (4) Violations of any provision of this Code may further constitute cause to cancel any contract, cease negotiations on any contract, and/or rescind or modify any previous action based upon any such violation.

- (i) Distribution of Code of Ethics. The City Clerk shall cause a copy of the Code of Ethics to be distributed to every public officer of the City within 30 days after enactment and amendment of the same. Each public officer elected or appointed thereafter shall be furnished a copy and file a signed version with the City before entering upon the duties of his or her office.

SECTION 2. Sections 3 through 11, inclusive, of Charter Ordinance No. 12 and existing Section 1-318 of the Code of the City of Roeland Park, Kansas, are hereby repealed.

SECTION 3. This Charter Ordinance shall be published once each week for two consecutive weeks in the official City newspaper.

SECTION 6. This Charter Ordinance shall take effect sixty-one (61) days after final publication unless a sufficient petition for a referendum is filed, requiring a referendum to be held on the ordinance as provided in Article 12, Section 5 of the Constitution of the State of Kansas, in which case this Charter Ordinance shall become effective upon approval by a majority of the electors voting thereon.

PASSED by the Governing Body, not less than two-thirds of the members-elect voting in favor thereof, this 30th day of March, 2015.

Joel Marquardt, Mayor

ATTEST:

Kelley Bohon, City Clerk

APPROVED AS TO FORM:

Neil R. Shortlidge, City Attorney

MEMORANDUM

To: City of Roeland Park, Kansas
Governing Body

From: David E. Waters
Lathrop & Gage LLP

Date: December 3, 2014

Subject: **Proposed Revisions to Code of Ethics**

In our role as City Ethics Attorney/Special Prosecutor, we have been asked to review the City's current Code of Ethics, advise on potential conflicts, and make recommendations on possible revisions.

The Code of Ethics is presently codified in Section 1-318 of the City Code, and was adopted primarily pursuant to Charter Ordinance No. 12 (1997) and Charter Ordinance No. 16 (2000) (although, its history also traces to Charter Ordinance Nos. 5, 6, and 7, and City Ordinance No. 492). We have attached to this Memorandum a "redline" showing our recommendations for possible revisions (underlined blue words are suggested additions, ~~stricken through red words~~ are suggested deletions). We also have the following general comments on the Code of Ethics.

Standards of Conduct.

The current Standards of Conduct are found in Code Section 1-318(c), and were adopted by the City's last Charter Ordinance on the subject, No. 16 in the year 2000. With one exception (described below), we do not believe the City needs to make any substantive changes to its Standards, and the current Standards are generally in line with those adopted by other cities in Johnson County and those recommended by the League of Kansas Municipalities. The effect of Charter Ordinance No. 16, therefore, would be mostly unchanged (we have suggested a couple of other minor edits, for purposes of clarity).

We do recommend one revision to Section 1-318(c)(8) on public contracts. This section is modeled after a statute in the State conflict of interest act, K.S.A. 75-4304, which provides that no local governmental officer or employee shall, in that capacity, make or participate in the making of contracts in which he or she has certain interests unless (A) the contract is awarded through public notice and competitive bidding, or (B) the contract is for property or services the price or rate for which is fixed by law. (Examples could include utility rates fixed by the Kansas Corporation Commission).

However, City Code Section 1-318(c)(8)(B) replaced the "fixed by law" language of the statute, and instead now provides that the Ethics Attorney/Special Prosecutor may waive the requirement if "it is in the best interests of the City to do so." We do not believe this second exception is appropriate. Practically speaking, we would never exercise this authority, as we believe it is the role of the Governing Body—the City's elected officials—to determine what is in

the "best interests of the City." And, we believe it would be more appropriate to bring this Code Section in line with State statutes.

Kansas Conflict of Interest Statutes.

On that point, the City should recognize that certain officials remain subject to K.S.A. 75-4301a *et seq.*, which contains the statewide conflict of interest statutes. There, the term "substantial interest" is used and defined somewhat differently than the City's term "interest" in the Code of Ethics (generally, under the statutes, a 5% or \$5,000 ownership interest and the holding of certain positions of authority are the triggers). The City does not appear to have chartered out of these statutes (and it likely could not, as these statutes apply uniformly to all cities). One of the requirements of those statutes—and one without a corresponding provision in the City Code of Ethics—is that officeholders and candidates for local office must file certain "statements of substantial interest." K.S.A. 75-4302a; K.S.A. 75-4303a.

Although the City can likely adopt (and has adopted) stricter requirements than those in the State statutes, in any ethics matter consideration must also be given to those statutes and enforcement of the same by the State Governmental Ethics Commission and the District Attorney's Office (as prosecutor). Certain of our suggested revisions reflect this. For example, *see* Section 1-318(h)(2) (providing that certain matters may be submitted to the Governmental Ethics Commission, the Attorney General, or the District Attorney).

Advisory Opinions.

The current Code of Ethics purports to allow any public officer (be it a member of the Governing Body or any volunteer on a committee) to ask us for a formal advisory opinion, without having first raised the issue through department heads, the City Administrator, the Mayor, or the Governing Body. From an operations and budgetary perspective, the City should be concerned that we might be required to perform multiple quasi-independent analyses for individual persons, with no one at the City knowing the full scope of services being performed. We recommend that the Code be revised to reflect proper administrative channels, and that if we are to be engaged to look into specific matters, that direction should come from the City Administrator, the Mayor, or the Governing Body, as appropriate. *See* Section 1-318(g).

Furthermore, by allowing any public officer to request an opinion from us, and by stating that our opinions are confidential and cannot be disclosed "unless the public officer waives such confidentiality," we believe that the Code actually creates potential conflicts for the Ethics Attorney. Simply put, it would arguably create separate attorney-client relationships between us and each individual that requests a confidential opinion. We consider the City of Roeland Park itself, and not any individual official, to be our client, and we cannot be in the position of representing (and maintaining an attorney-client privilege with) individual officers. This is especially true where the City would ultimately be reviewing our time entries and invoices, and be responsible for our legal fees.

Finally, we would point out that, under K.S.A. 75-4303a, the Kansas Governmental Ethics Commission is charged with providing advisory opinions on the state-level conflict of interest statutes and, while the City's own Code provisions may differ in places, the Governmental Ethics Commission can still be a valuable resource under appropriate circumstances. *See* suggested revisions to Code Section 1-318(g)(1).

Enforcement.

In our opinion, the City should also take a new look at how the Code is enforced and provide itself with more flexibility in dealing with matters on a case-by-case basis. For example, the current Code does not contain any provision allowing abstention; rather, the Code purports to make it a violation to "have" an interest or to "have" done any of the things prohibited by the Code, and a public officer may become guilty of a violation through no fault of his or her own (if a matter in which the officer has an interest is presented), with no way to escape fault. *See* our suggested revision to Section 1-318(d)(3).

The current Code is also quite prosecutorial in nature, establishing that any violation is a public offense (crime) to be prosecuted in court. However, we do not believe all ethical violations may be prosecuted in that way, as criminal or penal ordinances (as a matter of law) would be construed strictly in favor of the person against whom enforcement is sought, and against the City. By way of example only, whether the rendering of services which "would tend to impair [one's] independence of judgment" is subjective. Violations may be in the eyes of the beholder, and such violations could not likely be prosecuted as public offenses. Another concern would be former Section 1-318(h); there, we do not believe that one can file a civil action in district court for a ruling that a criminal wrong has occurred.

What constitutes ethical or unethical behavior may also often be a political question, rather than a legal or criminal one, and the Governing Body should have a role in governing the conduct of its own members. In Section 1-318(f), we recommend that complaints of actual violations first be brought to the attention of the Governing Body, for consideration and direction. That is in line with the processes adopted by neighboring cities in Northeast Johnson County. To that end, in Sections 1-318(f) and 1-318(h), we have attempted to expand the options available to the City, including resolutions of censure, statutory ouster, referral to the Governmental Ethics Commission, or the District Attorney, as appropriate. As to employees, we suggest revising Section 1-318(h) so as to allow for it to work hand-in-hand with any applicable personnel policies, employee handbooks, or employment contracts which the City may have.

Finally, we have concerns with the provisions of the current Code that purport to establish that being found guilty of a public offense (any public offense, including, perhaps, minor traffic offenses) would automatically cause a forfeiture of one's office, as that could be viewed as an end-run around the statutory ouster process found in K.S.A. 60-1205 *et seq.*

The City may be familiar with the recent decision by the Kansas Court of Appeals in *State of Kansas v. David Morrison*, a case arising out of Prairie Village. In that case, the Johnson County District Court concluded that Mr. Morrison had violated two provisions of the Prairie Village Code of Ethics, and that such violations were sufficient to warrant judicial ouster, or removal of Mr. Morrison from his elected seat on the City Council. However, the Court overturned the District Court's decision, holding that judicial ouster is a "drastic remedy, available only on a showing of serious wrongdoing," available "only in circumstances that show a corrupt purpose or an evil design," and that Mr. Morrison's conduct did not rise to that level. The Court concluded its opinion by stating that, while Mr. Morrison's actions may "merit a loss of public trust" such that he could either be recalled or voted out by the electorate, judicial preemption of the political process was not justified.

Although the current Ethics Code does not address judicial ouster directly (we recommend adding it in new Section 1-318(h)), if any violation of the Code of Ethics would result in automatic forfeiture, that could very well be seen as improperly circumventing the judicial ouster process, and the people's prerogative as to who should represent them.

CITY OF ROELAND PARK

1-318 CODE OF ETHICS

- (a) Code of Ethics for Elective and Appointive Offices; Declaration of Policy. The proper operation of democratic government requires that public officials be independent, impartial and responsible to the people; that government decisions and policy be made in proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, a code of ethics for certain City officials is hereby established. The purpose of this code is to establish guidelines for ethical standards of conduct for such officials by setting forth those acts or actions that are incompatible with the best interests of the City and directing disclosure by such officials of private financial or other interests in matters affecting the City.

- (b) Definitions.

- (1) Interest means direct or indirect pecuniary or material benefit accruing to a public officer as a result of a contract or transaction which is or may be the subject of any official act or action by or with the City, except for such contracts or transactions which by their terms and by the substance of their provisions confer the opportunity and right to realize the accrual of similar benefits to all other persons and/or property similarly situated.

For the purposes of this code, a public officer shall be deemed to have an interest in the affairs of:

- A. Any person related to him/her by blood or marriage in a degree closer than the fourth degree of consanguinity or affinity (determined by the civil law method), and a divorce or separation between spouses shall not be deemed to terminate any such relationship;
- B. Any person or business entity with whom a contractual relationship exists with the public officer that would be positively or negatively impacted by that individual's relationship with the City;
- C. Any business entity in which the public officer is an officer, director, or member having a financial interest in, or by which the public officer is employed;

- D. Any business entity in which the stock of; or legal or beneficial ownership of, in excess of five percent of the total stock or total legal and beneficial ownership, is controlled or owned by the public officer.
 - (2) Official Act or Action means any legislative, administrative, appointive or discretionary act of any officer of the City or any agency, board, committee or commission thereof.
 - (3) Business Entity means any business, proprietorship, firm, partnership, person in a representative or fiduciary capacity, association, venture, trust, corporation, limited liability company, or similar business organization.
 - (4) Public Officer means any person, officer holding a position by public election or Governing Body appointment in the service of the City of Roeland Park, whether paid or unpaid, including members of any board, committee or commission thereof.
 - (5) Transaction shall be defined as any activity that engages the authorization, approval, involvement in an official capacity of a public officer that did or could result in the expenditure of City funds.
 - (6) Ethics Attorney ~~Special Prosecutor~~ shall be defined as that individual who is licensed to practice law in the State of Kansas who does not currently serve the City that is selected by the Governing Body.
- (c) Standards of Conduct.
- (1) The requirements herein set forth shall constitute reasonable standards and guidelines for the ethical conduct of public officers of the City.
 - (2) Interest in Contract or Transaction. No public officer having the power or duty to perform an official act or action related to a contract or transaction which is or may be the subject of an official act or action of the City, shall:
 - A. Have or hereafter acquire an interest in such contract or transaction;
 - B. Have an interest in any business entity representing, advising or appearing on behalf of; any person involved in such contract or transaction, whether paid or unpaid;
 - C. Have solicited or accepted present or future employment with a person or business entity involved in such contract or transaction;

- D. Have solicited, accepted or granted a present or future gift, service or thing of value from or to a person involved in such contract or transaction.
- (3) Exceptions. The prohibition against gifts, services or things of value in Subsection 1-318(c)(2)(D) ~~5(b)(4)~~ shall not apply to:
- (A) An occasional non-pecuniary gift, service or thing of value, insignificant in value (\$50.00 or less);
- (B) An award publicly presented in recognition of public services.
- (4) Pre-acquisition of Interest. No public officer, with respect to any contract or transaction which is ~~or is~~ under consideration as an official act or action of the City, shall acquire an interest in or be affected by such contract or transaction at a time when the public officer believes or has reason to believe that it will directly or indirectly be affected by an official act or action of the City.
- (5) Disclosure of Information Prohibited. No public officer, with respect to any contract or transaction which is or is under consideration of an authorization, shall disclose information specifically intended to be confidential concerning the property, government or affairs of the City, or use such information to advance the financial interest of himself, herself or others.
- (6) Incompatible Service. No public officer shall engage in or accept private employment or render service, for private interest, when such employment or service is incompatible with the proper discharge of his or her official duties or would tend to impair his or her independence of judgment or action in the performance of his official duties, unless otherwise permitted by law and unless disclosure is made as provided in this code.
- (7) Appearances. No public officer shall appear on behalf of any private person, other than himself, herself, his or her spouse or minor children, before any City agency or the Municipal Court. However, a member of the Governing Body may appear before City agencies on behalf of his or her constituents in the course of his or her duties as a representative of the electorate or in the performance of public or civic obligations.
- (8) Public Contracts. No public officer who in his or her capacity as such officer participates in the making of a contract in which he or she has a private pecuniary interest, direct or indirect, or performs in regard to that

contract some function requiring the exercise of discretion on his or her part, shall enter into any contract with the City unless:

- A. The contract is awarded through a process of public notice and competitive bidding, or
- B. ~~The special prosecutor waives the requirement of this section after determining that it is in the best interests of the City to do so.~~ The contract for property or services is one for which the price is fixed by law.

- (9) Public Property. No public officer shall engage in, request or permit the unauthorized use of City-owned vehicles, equipment, materials or property for the operation of a private business or for personal use.
- (10) Later Case Interest. No public officer shall, after the termination of service with the City, appear for pay before any board, commission, committee or agency of the City in relation to any case, proceeding or application in which he or she personally participated during the period of his or her service, or which was under his or her active consideration. No elected official shall apply for or be considered for any employment with the City following his or her departure from elected office for the length of his or her tenure or four years, whichever is the longest.
- (11) Use of Computers by Elected Officials. Any computer ("computer" being defined to include desktop as well as portable computers, computer functions such as internet access, electronic mail and broadband broadcast; computer databases; servers; hardware; and software) provided by the City for use by elected officials shall be restricted to use for official City business. No elected official shall use any such computer for personal use or cause, permit or allow any other person to use or access any such computer for other than official City business. Use of any such computer for political purposes, including campaigns for City offices, shall be considered to be personal use. Unless approved by the Governing Body, use of any such computer for fund raising activities shall be considered to be personal use.

(d) Exceptions to Code of Ethics.

- (1) It shall not be deemed a violation of the standards of the code if the interest of a public officer in a person or business entity is a contractual obligation of less than \$500.00 which has not been preceded by any other obligation, discharged or existing, between the parties, and which is not

the first in a series of two or more loans or debts which either of the parties is under an obligation to make or incur.

- (2) A commercially reasonable loan made in the ordinary course of business by an institution authorized by the laws of this state to engage in the making of such loans shall not be deemed to create an interest in violation of this code. A contract for a commercial retail sale, even though over the value of \$500.00, shall not be deemed to create an interest in violation of this code.

(3) A public officer does not make or participate in the making of a contract or perform an official act or action related to a contract or transaction if the public officer abstains or recuses himself or herself from any official act or action in regard to the contract or transaction, and does not vote on such item.

(e) Disclosure of Interest in Legislative Action.

- (1) Any member of the Governing Body who has a financial interest or personal interest in any proposed legislation before the Governing Body shall disclose on the record the nature and extent of such interest.
- (2) Any other public officer who has a financial or personal interest in any proposed legislative action of the Governing Body and who participates in discussion with or gives an official opinion or recommendation to the Governing Body, shall disclose on the record of the nature and extent of such interest.

(f) Enforcement. Any alleged violation by a public officer shall be brought to the attention of the Governing Body by a written complaint duly signed by a complaining party. The Governing Body shall consider the complaint, and/or direct that the City Ethics Attorney consider or investigate the complaint, and consideration shall be given to open meetings requirements and standards, including but not limited to those related to consultation with the City's attorneys and personnel matters of non-elected personnel. The Governing Body may take such action, or direct that such action be taken, as the Governing Body deems appropriate, including but not limited to those set forth in Subsection 1-318(h) (Violations; Penalties) below.

~~(1) A specially appointed prosecutor selected by the governing body as a whole shall have the primary responsibility for the enforcement of this code. He or she shall have the power to investigate any complaint, to~~

~~initiate any suit, and to prosecute any criminal or civil action on behalf of the City where such action is appropriate.~~

~~(2) The governing body may direct the special prosecutor to investigate or prosecute any violation of the code or prosecute any violation or series of violations by one or more persons of this charter ordinance.~~

~~(3) Any person who believes that a violation of any portion of the code has occurred may file a complaint with the special prosecutor or with the governing body who may choose thereafter to proceed as provided for under subsections (f)(1) or (2).~~

(g) Advisory Opinions.

(1) When any public officer has a ~~doubt~~ question as to the applicability of any provision of this code to a particular situation, or as to the definition of terms used herein, such public officer should bring the question to the attention of the City Administrator or the Mayor, as may be appropriate. If any such questions are not resolved through such channels, he or she may apply in writing to the Governing Body ~~special prosecutor~~ for ~~an a~~ formal advisory opinion from the Ethics Attorney. The officer shall have the opportunity to present his or her interpretation of the facts at issue and of the applicability of provisions of the code before such advisory opinion is made. As appropriate, an opinion from the Kansas Governmental Ethics Commission may also be requested.

(2) Such opinion until amended or revoked shall be binding on the City, the City Council, and the ~~special prosecutor~~ Ethics Attorney in any subsequent actions concerning the public officer who sought the opinion and acted on it in good faith, unless material facts were omitted or misstated in the request for the advisory opinion. Such opinion shall not be binding in any action initiated by any private citizen. Any ethics opinion shall not be considered attorney-client privilege as between the Ethics Attorney and the public officer.

~~(3) My advisory opinion prepared by the special prosecutor shall be confidential information and shall not be disclosed by the special prosecutor unless the public officer waives such confidentiality.~~

~~(4)~~(3) Whenever, at any meeting of the City Council, any person states or alleges that the participation of any member of the Governing Body with respect to any matter on the agenda for action by the Governing Body at that meeting would or may result in a violation of this code, the Governing

Body member affected may request ~~shall have the absolute right~~ to have the matter tabled until the next regular meeting of the City Council in order to afford said Governing Body member an opportunity to obtain an advisory opinion from the ~~special prosecutor~~ Ethics Attorney.

(h) Violations; Penalties; ~~Forfeited Positions~~.

- (1) Action, if any, for violation of this Code may include, but not be limited to, an informal reprimand, formal resolution of public censure, or forfeiture or ouster in accordance with the applicable statutes of the State of Kansas. In addition, in the case of employees, action may be based upon established employment policies of the City, including suspension or dismissal where appropriate.
- (2) In addition, ~~Any~~ public officer who willfully and knowingly violates any of the provisions of Sections ~~5~~ 1-318(c) (Standards of Conduct) or ~~7~~ 1-318(e) (Disclosure of Interest in Legislative Action) of this ~~charter ordinance~~ Code shall ~~may~~ be deemed guilty of a public offense and the Ethics Attorney and/or the City Prosecutor, with the approval of the Governing Body, shall have the power to initiate any suit, and to prosecute any criminal or civil action on behalf of the City where such action is appropriate. ~~Whenever the special prosecutor determines that a public officer has violated any of the provisions of Sections 5 or 7, he or she shall have authority to file charges with respect to such violations in the municipal court, to be prosecuted in the same manner as any other public offense.~~ Any public officer so found guilty of violating any provision contained in such Sections ~~5 or 7 of this charter ordinance~~, shall be punished in accordance with the penalties set forth in Section 1-117 of the City Code of City of Roeland Park, Kansas. Public officers in violation of the provisions of this Code shall also be subject to submission to the Kansas Governmental Ethics Commission, the Attorney General of Kansas, or the Johnson County, Kansas, District Attorney for review, investigation, and appropriate action pursuant to State law.
- (3) ~~As an alternative to filing charges in municipal court, the special prosecutor may elect to file a civil action in the District Court of Johnson County, Kansas, seeking a declaratory judgment that the public officer is guilty of a public offense.~~ In addition, where the violation by the public officer has resulted in financial harm to the City or financial profit or gain to the public officer, the ~~special prosecutor~~ City is authorized to seek damages in an amount not to exceed twice the financial harm suffered by the City or twice the profit or gain realized by the public officer, whichever is greater.

- (4) Violations of any provision of this Code may further constitute cause to cancel any contract, cease negotiations on any contract, and/or rescind or modify any previous action based upon any such violation.

~~Whenever any public officer has been found guilty of a public offense either by the Municipal Court or the District Court of Johnson County, Kansas, such public officer shall immediately forfeit his or her office or position and, in the case of an elected official, a vacancy in the office shall be declared.~~

- (i) Distribution of Code of Ethics. The City Clerk shall cause a copy of the Code of Ethics to be distributed to every public officer of the City within 30 days after enactment ~~of this charter ordinance~~ and amendment of the same. Each public officer elected or appointed thereafter shall be furnished a copy and file a signed version with the City before entering upon the duties of his or her office.

Committee Meeting Date: 3/30/2015



City of Roeland Park Action Item Summary

Date:	3/19/2015
Submitted By:	Jennifer Jones-Lacy, Assistant City Administrator
Committee/Department:	Administration/Neighborhood Services
Title:	Ordinance 908 - AN ORDINANCE TO REVISE AND UPDATE THE ROELAND PARK, KANSAS ZONING AND SUBDIVISION REGULATIONS; REPEALING EXISTING SECTIONS 16-101 THROUGH 16-1605 OF THE CODE OF THE CITY OF ROELAND PARK, KANSAS; INCORPORATING BY REFERENCE THE ZONING AND SUBDIVISION REGULATIONS OF THE CITY OF ROELAND PARK, KANSAS, MARCH 2015; AND DIRECTING THE CODIFICATION OF THE SECTIONS OF THE ZONING AND SUBDIVISION REGULATIONS INTO THE CODE OF THE CITY OF ROELAND PARK, KANSAS.
Item Type:	Ordinance

Recommendation:

To approve the modifications to chapter 16 that have been approved by the Planning Commission.

Details:

Over the past several months, the Planning Commission has reviewed potential changes to Chapter 16 of the City's Code of Ordinances with the goal of recommending an omnibus group of changes to Council so that they may adopt an ordinance that incorporates these changes by reference. These recommended changes are as follows:

1. **Sign Ordinance Changes and Grammatical Edits:** These changes include amending Chapter 16 code based on the 2010 updates. These planned changes were inadvertently deleted in the final printing of the Code due to a clerical error. The majority of changes are grammatical. We are also removing the section regarding political signs which was intended for removal with the 2010 code amendment. *Please see Attachment A for the full list of recommended changes*

2. **New Concrete Definition, Chapter XVI – Section 16-201:** Concrete, pervious or impervious – which is designed or used for residential dwelling purposes in the form of a driveway, patio, sidewalk, garage floor, shed floor, basement floor, step, porch or any other use designed to be permanent in nature shall be considered a structure. This excludes concrete used as an anchor for signs, posts or similar items.
3. **New Revised Yard Definitions for Chapter XVI - Section 16-201:** The following yard definitions are included in this update.

CURRENT DEFINITION:

(kk) Yard, Front is a yard extending across the front of a lot between the side yard lines and being the minimum horizontal distance between the street line and the main building or any projection thereof other than steps, unenclosed balconies and unenclosed porches.

REVISED DEFINITION:

(ll) Yard, front is a yard extending across the front of a lot between the side property lines and being the minimum horizontal distance between the front yard property line and the main building or any projection thereof other than steps, unenclosed balconies and unenclosed porches. The property line is a line common to the adjacent Right-Of-Way (R.O.W.), other than an alley. For corner lots, the front property line will generally be the side with the least dimension. The Building Inspector will make a determination (See diagrams 16-201.1 a-d). Exception: when the house faces the corner, the house will have two front yards (see diagrams 16-201.1 c-d).

CURRENT DEFINITION:

(ll) Yard, Rear is a yard extending across the rear of a lot measured between lot lines and being the minimum horizontal distance between the lot line and the rear of the main building or any projection other than steps, unenclosed balconies or unenclosed porches. On corner lots, the rear yard shall be considered as opposite to the street upon which the lot has its least dimension. on both corner lots and interior lots, the rear yard shall in all cases be at the opposite end of the lot from the front yard. One-half the alley width may be considered a part of the adjacent rear yard.

REVISED DEFINITION:

(mm) Yard, rear is a yard extending across the rear of a lot measured between side property lines and being the minimum horizontal distance between the rear property line(s) and the rear of the main building or any projection other than steps, unenclosed balconies or unenclosed porches. On corner lots, the rear yard shall be considered as opposite to the street upon which the lot has its least dimension (see diagram 16-201a) or any property line not defined as a Front or Side Property Line. On both corner lots and interior lots, the rear yard shall in all cases be at the opposite end of the lot from the front yard. One-half the alley width may be considered a part of the adjacent rear yard (see diagrams 16-201.1a-d).

CURRENT DEFINITION:

(mm) Yard, side is a yard between the building and the side lines of the lot extending from the front lot line to the rear lot line.

REVISED DEFINITION:

(nn) Yard, side is a yard between the building and the side property line of the lot extending from the front yard to the rear yard (see diagrams 16-201.1a-d).

Please see Attachment B for the yard illustrations.

4. New Section Regulating the use of Residential Metal Roofs: The intention of this new section was to regulate metal roofs to restrict style (no corrugated metal), color (earth tones) and require noise dampening.

Sec. 16-406.1. – Single-Family Residence District; Exterior Surfaces, Materials and Finishes .

Exterior finish building and roofing materials shall be based on the quality of its design, relationship and compatibility to building materials in the immediate neighborhood. The non-glass exterior surfaces of the dwelling shall not be made of shiny metal or other highly reflective materials and shall, in general, not reflect light to a greater extent than would a coat of semi-gloss enamel applied to wood. Copper, standing seam and other metal roofing materials are acceptable for use in residentially zoned areas and if used, must be installed over a solidly sheathed surface. Painted metal or steel roofing and siding materials shall be limited to earth tones or typical colors produced by composition shingle manufacturers. However, corrugated metal siding and roofing materials shall be prohibited.

5. New Section Regulating setback requirements: The purpose of this section was to include language in the City Code that established setbacks for these structures as none exist in the code today.

Sec. 16-407.1 Single-Family Residential District; Setback Requirements for Detached and Accessory Structures

Setbacks for Detached and Accessory Structures: No detached or accessory structure shall be located within five feet of any property line, nor shall any such structure be placed on any easements or right-of-ways. The exceptions will include walkways from front to rear yards which will not require any setback, and walkways, driveways or similar structures that cross an easement or right-of-way to access a property.

Detached and accessory structures on lots that are joined to two streets and extend 30 inches or more above the finished grade shall be placed at the furthest appropriate location from the abutting streets. An exception to this would include a garage.

The Planning Commission will continue to contemplate additional changes to Chapter 16 at future meetings including discussions on guidelines for "tiny libraries", outside storage in residential areas, and fence setback and height requirements on residential properties.

Financial Impact

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

Additional Information

ATTACHMENTS:

Description	Type
 Ordinance 908	Cover Memo

ORDINANCE NO. 908

AN ORDINANCE TO REVISE AND UPDATE THE ROELAND PARK, KANSAS ZONING AND SUBDIVISION REGULATIONS; REPEALING EXISTING SECTIONS 16-101 THROUGH 16-1605 OF THE CODE OF THE CITY OF ROELAND PARK, KANSAS; INCORPORATING BY REFERENCE THE ZONING AND SUBDIVISION REGULATIONS OF THE CITY OF ROELAND PARK, KANSAS, MARCH 2015; AND DIRECTING THE CODIFICATION OF THE SECTIONS OF THE ZONING AND SUBDIVISION REGULATIONS INTO THE CODE OF THE CITY OF ROELAND PARK, KANSAS.

WHEREAS, in accordance with Kansas statutes, the City of Roeland Park, Kansas (the "City") currently regulates and manages development within the City through its zoning and subdivision regulations found in Sections 16-101 through 16-1605 of the Code of the City of Roeland Park, Kansas; and

WHEREAS, in accordance with K.S.A. 12-749, K.S.A. 12-757, K.S.A. 12-3009, K.S.A. Supp. 12-3010, K.S.A. 12-3301 and K.S.A. 12-3302, the City desires to adopt revised zoning and subdivision regulations; and

WHEREAS, the Zoning and Subdivision Regulations of the City of Roeland Park, Kansas, March 2015, was prepared for the City by Stinson Leonard Street LLP in pamphlet form; and

WHEREAS, the City Planning Commission conducted a public hearing on the proposed Zoning and Subdivision Regulations on February 17, 2015, and recommended approval of the same at its meeting on March 17, 2015;

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF ROELAND PARK, KANSAS:

SECTION 1. That existing Sections 16-101 through 16-1605, inclusive, of the Code of the City of Roeland Park, Kansas are hereby repealed.

SECTION 2. INCORPORATION OF ZONING AND SUBDIVISION REGULATIONS BY REFERENCE. Pursuant to the provisions of K.S.A. 12-3009, K.S.A. Supp. 12-3010, K.S.A. 12-3301 and K.S.A. 12-3302, there is hereby incorporated by reference for the purpose of providing zoning and subdivision regulations within the City of Roeland Park, Kansas, all of the regulations contained in that document hereafter known and referred to as the **"Zoning and Subdivision Regulations of the City of Roeland Park, Kansas, March 2015"** ("Zoning and Subdivision Regulations") which has been prepared for the City by Stinson Leonard Street LLP.

No fewer than one copy of the Zoning and Subdivision Regulations shall be marked or stamped **"Official Copy as incorporated by Ordinance No. 908 of the City of Roeland Park, Kansas,"** and such copy shall be filed with the City Clerk to be open to inspection and available

to the public at all reasonable business hours, provided that such official copy may not be removed from City Hall. All City officials requiring the use of the Zoning and Subdivision Regulations shall be supplied, at the expense of the City, such number of official copies of such ordinance as may be deemed expedient by the Governing Body.

SECTION 3. The City Clerk is hereby directed to codify the provisions of the Zoning and Subdivision Regulations in the Code of the City of Roeland Park, Kansas in accordance with the section assignments contained within the Zoning and Subdivision Regulations.

SECTION 4. This ordinance shall take effect upon its publication in the official city newspaper.

PASSED by the City Council this 30th day of March, 2015. **APPROVED** by the Mayor.

Joel Marquardt, Mayor

ATTEST:

Kelley Bohon, City Clerk

APPROVED AS TO FORM:

Neil R. Shortlidge, City Attorney