

**AGENDA**  
**CITY OF ROELAND PARK, KANSAS**  
**CITY COUNCIL MEETING**  
**ROELAND PARK**  
**Roeland Park City Hall - 4600 W 51st St**  
**February 19, 2018 7:00 PM**

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

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

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

**Admin**

Fast

Kelly

**Finance**

Janssen

Thompson

**Safety**

Rhoades

Kellerman

**Public Works**

McNeil

Poppa

Public Hearing

TIF 1 Redevelopment Plan

**Pledge of Allegiance**

**Roll Call**

**Modification of Agenda**

**I. Citizens Comments**

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

**II. Consent Agenda**

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

A. Appropriation Ordinance # 913

B. Purchase Public Works Big Wheel Loader

- C. Ordinance 957 - Mobilitie Franchise Agreement
- D. Mobilitie Pole Attachment Agreement
- E. Reappointment to Community Foundation and Appointment to Sustainability Committee
- F. Special Called City Council Minutes January 22, 2018

### **III. Business From the Floor**

#### **A. Applications / Presentations**

- 1. Benfer's Community Policing Appreciation Award
- 2. Northeast Johnson County Chamber Update - Deb Settle
- 3. Sustainability Update - Laura Steele

### **IV. Mayor's Report**

### **V. Workshop and Committee Reports**

### **VI. Reports of City Liaisons**

### **VII. Unfinished Business**

- A. Tennis Court Replacement Project
- B. 2018 Responses to Leaf Vacuum Truck RFP

### **VIII. New Business**

- A. Council President Election
- B. Appointment to BZA Ward 3 and 4, 47th and Mission, Ad-Hoc Development Committee and Events Committee

### **IX. Ordinances and Resolutions:**

### **X. Workshop Items:**

### **XI. Reports of City Officials:**

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

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

- A. **Audience Decorum.** Members of the audience shall not engage in disorderly or boisterous conduct, including but not limited to; the utterance of loud, obnoxious, threatening, or abusive language; clapping; cheering; whistling; stomping; or any other acts that disrupt, impede, or otherwise render the orderly conduct of the City Council meeting unfeasible. Any

member(s) of the audience engaging in such conduct shall, at the discretion of the Mayor (Chair) or a majority of the Council Members, be declared out of order and shall be subject to reprimand and/or removal from that meeting. Please turn all cellular telephones and other noise-making devices off or to "silent mode" before the meeting begins.

- B. **Public Comment Request to Speak Form.** The request form's purpose is to have a record for the City Clerk. Members of the public may address the City Council during Public Comments and/or before consideration of any agenda item; however, no person shall address the Council without first being recognized by the Mayor (Chair). Any person wishing to speak, whether during Public Comments or on an agenda item, shall first complete a Public Comment or Request to Speak form and submit this form to the City Clerk before the Mayor (Chair) calls for Public Comments or calls the particular agenda item
1. **Public Comment on Non-Agenda Items.** The Agenda shall provide for public comment about matters that are within the jurisdiction of the City but are not specifically listed on the Agenda. A member of the public who wishes to speak under Public Comments must fill out a Public Comment Request to Speak form and submit it to the City Clerk before the Mayor (Chair) calls for Public Comments.
  2. **Public Comment on Agenda Items.** Public comment will be accepted on Agenda items. A member of the public, who wishes to speak on an Agenda item, including items on the Consent Agenda, must fill out a Request to Speak form and submit it to the City Clerk before the Mayor (Chair) calls the Agenda item.
- C. **Purpose.** The purpose of addressing the City Council is to communicate formally with the Council regarding matters that relate to Council business or citizen concerns within the subject matter jurisdiction of the City Council. Persons addressing the City Council on an agenda item shall confine their remarks to the matter under consideration by the Council.
- D. **Speaker Decorum.** Each person addressing the City Council, shall do so in an orderly, respectful, dignified manner and shall not engage in conduct or language that disturbs, or otherwise impedes the orderly conduct of the Council meeting. Any person, who so disrupts the meeting shall, at the discretion of the Mayor (Chair) or a majority of the Council Members present, be subject to removal from that meeting.
- E. **Time Limit.** In the interest of fairness to other persons wishing to speak and to other individuals or groups having business before the

City Council, each speaker shall limit comments to five minutes. If a large number of people wish to speak, this time may be shortened by the Mayor (Chair) so that the number of persons wishing to speak may be accommodated within the time available.

- F. **Speak Only Once.** Second opportunities for the public to speak on the same issue will not be permitted unless mandated by state or local law. No speaker will be allowed to yield part or all of his/her time to another, and no speaker will be credited with time requested but not used by another.
- G. **Addressing the Council.** Comment and testimony are to be directed to the Mayor (Chair). Dialogue between and inquiries from citizens at the lectern and individual Council Members, members of staff, or the seated audience is not permitted. Council Members seeking to clarify testimony or gain additional information should direct their questions through the Mayor (Chair). Always speak from the microphone to ensure that all remarks are accurately and properly recorded. Only one speaker should be at the microphone at a time. Speakers are requested to state their full name, address and group affiliation, if any, before delivering any remarks.
- H. Agendas and minutes can be accessed at [www.roelandpark.org](http://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:      Public Hearing- -  
Committee            2/19/2018  
Meeting Date:



## City of Roeland Park

### Action Item Summary

---

|                       |                                 |
|-----------------------|---------------------------------|
| Date:                 | 2/19/2018                       |
| Submitted By:         | Jennifer Jones-Lacy             |
| Committee/Department: | Administration                  |
| Title:                | <b>TIF 1 Redevelopment Plan</b> |
| Item Type:            | Ordinance                       |

#### Recommendation:

**To review and adopt the revised Redevelopment Plan for TIF 1, joining the two project areas into under one development plan for the district.**

#### Details:

TIF 1 which includes the Walmart, Lowes and Price Chopper sites as well as the adjacent out lots (see attached map), will see the outstanding TIF bonds retired in 2018. TIF 1 revenues will continue to be collected until March 2024. The amendment to the development plan identifies public infrastructure improvements (streets, sidewalks, curbing, storm water, traffic signals, street lighting) as well as parking improvements as eligible project costs. As you recall the capital improvement plan reflects using a portion of TIF 1 and TIF 2 funds on public infrastructure improvement projects located within these districts. TIF 2's development plan was previously amended by the City to allow for use of those funds on public infrastructure. This amendment follows the same approach but for TIF 1. In addition, the plan allows for the purchase of property within the TIF if that becomes an option in the future.

The amendment will not change the end date for TIF 1, it will remain March 2, 2024.

A public hearing is required prior to acting on the ordinance amending the development plan. The attached ordinance was developed by Gilmore and Bell as they have the most familiarity with this TIF.

## Financial Impact

|                                                               |                      |
|---------------------------------------------------------------|----------------------|
| Amount of Request: N/A                                        |                      |
| Budgeted Item?                                                | Budgeted Amount: N/A |
| Line Item Code/Description: Fund 370 - Wal-Mart/Bella Roe TIF |                      |

## Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

### ATTACHMENTS:

| Description                                                                                                  | Type      |
|--------------------------------------------------------------------------------------------------------------|-----------|
|  Redevelopment Plan - TIF 1 | Exhibit   |
|  Ordinance 963              | Ordinance |
|  TIF 1 Area Map             | Exhibit   |

---

**AMENDED DISTRICT PLAN FOR  
REDEVELOPMENT DISTRICT NO. 1**

**and**

**AMENDED REDEVELOPMENT PROJECT PLAN FOR  
AMENDED PROJECT AREA 1**

**CITY OF ROELAND PARK, KANSAS  
FEBRUARY 19, 2018**

---

## **I. Introduction**

The Kansas Tax Increment Financing Act, K.S.A. 12-1770 *et seq.* (the “Act”), permits cities to establish Redevelopment Districts and carry out redevelopment projects within such districts. Redevelopment Districts may be established in areas there were established as Kansas Enterprise Zones prior to July 1, 1992.

Responding to the need to revitalize and redevelop certain areas of the City of Roeland Park, Kansas (the “City”), including the Central Business District, the City designated such areas as an Enterprise Zone by adoption of Resolution No. 318 on August 30, 1989. On April 17, 1991, the Governing Body of the City adopted Ordinance No. 542, which created Redevelopment District No. 1. Subsequently, the Governing Body, following public notice and hearing as required by the Act, has twice reconfigured the area of Redevelopment District No. 1; first, on January 16, 2002 by adoption of Ordinance No. 721, and again on December 17, 2003 by adoption of Ordinance No. 745.

As required by the Act, the proceedings regarding Redevelopment District No. 1 included a Redevelopment District Plan. The Redevelopment District Plan is the preliminary plan that identifies, in a general manner, all of the redevelopment project areas and improvements proposed in each project area. The Redevelopment Project Plan identified two project areas within Redevelopment District No. 1: Project Area 1A and Project Area 1B. The Act requires the City to approve a Redevelopment Project Plan (or Project Plan) prior to redeveloping any areas within a redevelopment district.

Project Plans for both Project Area 1A and Project Area 1B of Redevelopment District No. 1 were approved in accordance with the Act.

The City now proposes to amend the district plan for Redevelopment District No. 1 and to amend the Project Plans for Project Area 1A and Project Area 1B to merge Project Area 1A and Project Area 1B (together, “Amended Project Area 1”) and to finance additional redevelopment project costs within Amended Project Area 1 by this Amended Redevelopment Plan for Amended Project Area 1 (the “Amended Project Area 1 Plan”).

This Amended Project Area 1 Plan does not alter the current exterior boundaries of Redevelopment District No. 1 and will not extend the current expiration of tax increment financing for Amended Project Area 1 beyond its current expiration of March 2, 2024.

## **II. Redevelopment District Plan**

Redevelopment District No. 1, as amended, provided for two (2) project areas: Project Area 1A and Project Area 1B. The City proposes to merge Project Area 1A into Project Area 1B. After the merging of Project Area 1A into 1B, Redevelopment District No. 1 will contain one project area: Amended Project Area 1.

## **III. Amended Project Area 1 Plan**

### **A. Summary of the Feasibility Study:**

The Act requires the preparation of a feasibility study to show whether a redevelopment project’s benefits and tax increment revenue and other available revenue are expected to exceed or be sufficient to pay the redevelopment project costs and the effect, if any, the redevelopment project will have on any outstanding special obligation bonds as authorized pursuant to the Act.

A summary of the eligible project costs and the benefits and the effect on any outstanding bonds authorized pursuant to the Act are attached here to as **Exhibit A**. The feasibility study was prepared by City staff. It shows that the revenues on deposit in the TIF Fund and the expected future tax increment revenues are sufficient to pay the costs of the Project for the Amended Project Area 1 Plan.

**B. Description and Map of the Area to be Redeveloped:**

A map of Redevelopment District No. 1 with Amended Project Area 1 is attached hereto as **Exhibit B**. The legal description of Redevelopment District No. 1 and Amended Project Area 1 is attached hereto as **Exhibit C**.

**C. Description of the Buildings and Facilities Proposed to be Constructed; Description of Redevelopment Project:**

The proposed redevelopment of Amended Project Area 1 includes the following (collectively, the “Project”):

- Reconstruction of Roe Lane, Cedar Street, 50th Terrace, and Roe Boulevard, including paving, curbing, guttering, signalization, sidewalks, and other necessary and related improvements;
- Construction of a public or private roadway connecting 51st Street between Cedar Street and Roe Boulevard, including paving, curbing, guttering, signalization, sidewalks, and other necessary and related improvements;
- Demolition of certain structures and parking areas and related site preparation;
- Acquisition of property; and
- Construction of surface and/or multilevel structured parking facilities.

Total estimated costs of the Project are estimated to be \$5,577,994, as shown in **Exhibit A**, all of which are expected to be eligible to be paid with tax increment revenues under the Act.

**D. Relocation Assistance Plan:**

The City does not currently plan to purchase any of the real property in Amended Project Area 1. Thus, no relocation payments pursuant to K.S.A. 12-1777(a) are expected to be required.

Only businesses currently occupy the area making up Amended Project Area 1. Since no persons or families currently reside in this area, no relocation payments will be necessary to assist such persons or families.

The City shall provide for the payment of any reasonable damages sustained by a retailer, as defined by K.S.A. 79-3702, as amended, by reason of the liquidation of inventories necessitated by the relocation.

**E. Financing of Project**

The tax increment revenues from Amended Project Area 1 are pledged to repayment of the City’s Special Obligation Tax Increment Revenue Bonds (Roeland Park Redevelopment, L.L.C. Project), Series 2005 (the “Series 2005 Bonds”), to finance a redevelopment project within former Project Area 1B.

After the Series 2005 Bonds are paid in full under the terms of the Bond Trust Indenture for the Series 2005 Bonds, the tax increment revenues from Amended Project Area 1 will be applied toward Project costs related to the Amended Project Area 1 Plan. *No costs of the Project will be paid from such tax increment*

*revenues unless and until the Series 2005 Bonds are paid and discharged in full.* The Series 2005 Bonds are expected to be paid in full on or about March 1, 2018.

**EXHIBIT A**

**FEASIBILITY STUDY**

|                            | <b><u>2017<br/>Projected</u></b> | <b><u>2018<br/>Projected</u></b> | <b><u>2019<br/>Projected</u></b> | <b><u>2020<br/>Projected</u></b> | <b><u>2021<br/>Projected</u></b> | <b><u>2022<br/>Projected</u></b> | <b><u>2023<br/>Projected</u></b> |
|----------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|
| <b>Revenues</b>            |                                  |                                  |                                  |                                  |                                  |                                  |                                  |
| TIF Fund Balance           | \$1,038,280.00                   | \$907,574.00                     | \$964,039.00                     | \$1,949,557.00                   | \$1,846,933.00                   | \$2,871,710.00                   | \$3,137,290.00                   |
| Interest on Investment     | 18,515.00                        | 17,500.00                        | 17,500.00                        | 17,500.00                        | 17,500.00                        | 17,500.00                        | 17,500.00                        |
| Tax Increment Income       | 1,037,210.00                     | 952,704.00                       | 971,758.00                       | 991,193.00                       | 1,011,017.00                     | 1,031,237.00                     | 540,000.00                       |
| <b>Total Revenues</b>      | <b><u>\$2,094,005.00</u></b>     | <b><u>\$1,877,778.00</u></b>     | <b><u>\$1,953,297.00</u></b>     | <b><u>\$2,958,250.00</u></b>     | <b><u>\$2,875,450.00</u></b>     | <b><u>\$3,920,447.00</u></b>     | <b><u>\$3,694,790.00</u></b>     |
|                            |                                  |                                  |                                  |                                  |                                  |                                  |                                  |
| <b>Expenditures</b>        |                                  |                                  |                                  |                                  |                                  |                                  |                                  |
| TIF Projects               | --                               | --                               | --                               | <sup>(a)</sup> 1,107,577.00      | --                               | <sup>(b)</sup> 779,417.00        | <sup>(c)</sup> 3,691,000.00      |
| Contracted Services Total  | 5,975.00                         | 3,740.00                         | 3,740.00                         | 3,740.00                         | 3,740.00                         | 3,740.00                         | 3,740.00                         |
| Debt Service (Series 2005) | 1,180,456.00                     | 910,000.00                       | --                               | --                               | --                               | --                               | --                               |
| <b>Total Expenditures</b>  | <b>1,186,431.00</b>              | <b>913,740.00</b>                | <b>3,740.00</b>                  | <b>1,111,317.00</b>              | <b>3,740.00</b>                  | <b>783,157.00</b>                | <b>3,694,740.00</b>              |
|                            |                                  |                                  |                                  |                                  |                                  |                                  |                                  |
| <b>TIF Fund Balance</b>    | <b><u>\$907,574.00</u></b>       | <b><u>\$964,038.00</u></b>       | <b><u>\$1,949,557.00</u></b>     | <b><u>\$1,846,933.00</u></b>     | <b><u>\$2,871,710.00</u></b>     | <b><u>\$3,137,290.00</u></b>     | <b><u>\$50.00</u></b>            |

- <sup>(a)</sup> Reconstruction of Roe Lane, 50th Terrace, Cedar Street, and Roe Boulevard.
- <sup>(b)</sup> 51st Street Connection and related demolition.
- <sup>(c)</sup> Surface and/or multilevel structured parking facilities construction.

## EXHIBIT B

### MAP OF REDEVELOPMENT DISTRICT NO. 1 (as amended) AND AMENDED PROJECT AREA 1





## **EXHIBIT C**

### **LEGAL DESCRIPTION OF REDEVELOPMENT DISTRICT NO. 1 (as amended) AND AMENDED PROJECT AREA 1**

Commencing at a point on the North right-of-way line of 50th Street Terrace, said point being located 10 feet East of the Southeast corner of Lot 14, Block 12, Roe Highlands; thence South to a point on the platted Southerly right-of-way line of 50th Street Terrace, said point also being on the platted North line of Lot 1, Block 1, Roe Highlands; thence Easterly on the platted North line of Lot 1, Block 1, Roe Highlands to the platted Northeast corner of said Lot 1, Block 1, Roe Highlands; thence Southerly on the platted East line of Lot 1, Block 1, Roe Highlands, to the Southeast corner thereof, said point also being the platted Northwest corner of Lot 5, Block 1, Roe Highlands; thence Easterly on the platted North line of Lots 5-10, inclusive, Block 1, Roe Highlands, to the platted Northeast corner of said Lot 10, Block 1, Roe Highlands; thence Southerly on the platted East line of Lot 10, Block 1, Roe Highlands, to the platted Southeast corner thereof; thence Southerly to the platted Northeast corner of Lot A, Block 14, Roeland Park; thence Southerly on the platted East line of Lot A, Block 14, Roeland Park, to its platted Southeast corner thereof; thence Southerly to the platted Northeast corner of Lot A, Block 15, Roeland Park; thence Southerly and Southwesterly on the platted East and South lines of Lot A, Block 15, Roeland Park, to its platted Southwest corner thereof; thence Southerly on the Southerly prolongation line of the platted West line of Lot A, Block 15, Roeland Park, to the platted North line of Lot 9, Block 22, Roeland Park; thence Easterly, Southerly and Southwesterly on the platted North, East and Southeast lines of Lot 9, Block 22, Roeland Park, to the point of intersection of the platted Southeast line of Lot 9, Block 22, Roeland Park, and the Westerly prolongation of the platted North line of Lot 1, Block 23, Roeland Park; thence Southeasterly on the platted North line of Lot 1, Block 23, Roeland Park and its Westerly prolongation, to the platted Northeast corner thereof, said point also being the platted Northwest corner of Lot 17, Block 23, Roeland Park; thence Easterly on the platted North line, Lot 17, Block 23, Roeland Park, and its Easterly prolongation to a point on the platted Easterly right-of-way line of Linden Street; thence Northerly on the platted Easterly right-of-way line of Linden Street to the platted Northwest corner of Lot 1, Block 27, Roeland Park; thence Easterly on the platted North line of Lot 1, Block 27, Roeland Park, and the platted North line of Lot 27, Block 27, Roeland Park, to the platted Northeast corner of said Lot 27, Block 27, Roeland Park; thence Easterly on the Easterly prolongation of the platted North line of Lot 27, Block 27, Roeland Park, to the platted West line of Block 19, Southridge; thence North and Northeasterly along the East right-of-way line of Roe Avenue and of the Roe Boulevard, to a point of intersection with the Easterly prolongation of the North right-of-way line of 50th Street Terrace; thence Westerly along the Easterly Prolongation of the North right-of-way line of 50th Street Terrace and along the north right-of-way line of 50th Street Terrace to the West right-of-way line of Roe Boulevard; thence Northerly and Northwesterly along the West right-of-way line of Roe Boulevard to a point on the South right-of-way line of Skyline Drive; thence Westerly along the South right-of-way line of said Skyline Drive a distance of 259.34 feet, more or less;

thence Westerly along the South line of the SE  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of said Section 4, to the Northeast corner of Lot 11, Block 9, Roe Highlands; thence Southerly along the Southerly prolongation of the East line of said Lot 11, Block 9, Roe Highlands, a distance of 165 feet, to the South right-of-way line of 49th Street; thence Westerly along the Southerly right-of-way line of 49th Street, a distance of 10 feet, said point being the Northeast corner of Lot 1, Block 12, Roe Highlands; thence Southerly along the East line of Lots 1-14, Block 12, Roe Highlands, a distance of 840 feet, said point being the intersection of the Southeast corner of Lot 14, Block 12, Roe Highlands and the North right-of-way line of 50th Street Terrace; thence Easterly along the North right-of-way line of 50th Street Terrace, a distance of 10 feet, to the Point of Beginning.

**EXCERPT OF MINUTES OF A MEETING  
OF THE GOVERNING BODY OF  
CITY OF ROELAND PARK, KANSAS  
HELD ON FEBRUARY 19, 2018**

The governing body met in regular session at the usual meeting place in the City of Roeland Park, Kansas, at 7:00 p.m., the following members being present and participating, to-wit:

\_\_\_\_\_

Absent: \_\_\_\_\_

The Mayor declared that a quorum was present and called the meeting to order.

\* \* \* \* \*

(Other Proceedings)

The matter of holding a public hearing regarding amending the Project Area 1 plan and to finance additional redevelopment project costs within the City pursuant to the TIF Act came on for consideration and was discussed. The Mayor opened the public hearing.

After the Mayor closed the public hearing, Councilperson \_\_\_\_\_ presented and moved for adoption of an Ordinance entitled:

**AN ORDINANCE OF THE GOVERNING BODY OF THE CITY OF ROELAND  
PARK, KANSAS, APPROVING AN AMENDED REDEVELOPMENT PLAN FOR  
PROJECT AREA 1A AND PROJECT AREA 1B WITHIN REDEVELOPMENT  
DISTRICT NO. 1.**

Councilperson \_\_\_\_\_ seconded the motion for adoption of the Ordinance. Thereupon, Ordinance No. \_\_\_\_\_ was read and the question being put to a roll call vote, the vote thereon was as follows:

Aye: \_\_\_\_\_.

Nay:

\* \* \* \* \*

(Other Proceedings)

\* \* \* \* \*

## **CERTIFICATE**

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Roeland Park, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

---

Clerk

*(Published in The Legal Record on February \_\_\_, 2018)*

**ORDINANCE NO. 963**

**AN ORDINANCE OF THE GOVERNING BODY OF THE CITY OF ROELAND PARK, KANSAS, APPROVING AN AMENDED REDEVELOPMENT PLAN FOR PROJECT AREA 1A AND PROJECT AREA 1B WITHIN REDEVELOPMENT DISTRICT NO. 1.**

**WHEREAS**, K.S.A. 12-1770 *et seq.*, (the “Act”), provides for the creation of redevelopment districts and the approval of redevelopment plans by cities in Kansas. The City of Roeland Park, Kansas (the “City”) established Redevelopment District No. 1 by Ordinance No. 542 passed by the City Council of the City on April 17, 1991; and

**WHEREAS**, Ordinance No. 712 passed on January 16, 2002 (i) modified the boundaries of Redevelopment District No. 1 by the addition of area thereto, and (ii) divided Redevelopment District No. 1 into Project Area 1A and Project Area 1B (together, “Project Area 1”); and

**WHEREAS**, Ordinance No. 745 passed on December 17, 2003, amended the legal description of Redevelopment District No. 1 by removing certain real property from Redevelopment District No. 2 and from Redevelopment District No. 3 and adding the areas so removed to Redevelopment District No. 1; and

**WHEREAS**, redevelopment plans for Project Area 1 were prepared in consultation with the Roeland Park Planning Commission, and such commission found that the redevelopment plans were consistent with the comprehensive general plan for the development of the City; and

**WHEREAS**, on March 3, 2004, the City Council of the City passed Ordinance No. 748 approving a redevelopment plan for a portion of Project Area 1; and

**WHEREAS**, the City proposes to amend the district plans for Project Area 1A and Project Area 1B to finance additional redevelopment project costs by an amended redevelopment plan (the “Amended Project Area 1 Plan”); and

**WHEREAS**, the Amended Project Area 1 Plan does not alter the current exterior boundaries of Redevelopment District No. 1 and will not extend the current expiration of TIF for Project Area 1 beyond its current expiration of March 2, 2024; and

**WHEREAS**, the governing body of the City has heretofore, pursuant to Resolution No. 657 adopted by the governing body on December 18, 2017, called for a public hearing under the provisions of the Act in order to determine whether it is advisable to adopt the Amended Project Area 1 Plan; and

**WHEREAS**, a public hearing was held this date, after notice was duly published, delivered and mailed in accordance with the provisions of the Act.

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

**Section 1.** The Amended Project Area 1 Plan in the form presented to and reviewed by the City at this meeting (a copy of which shall be filed in the official records of the City) is hereby adopted for use in Redevelopment District No. 1.

**Section 2.** The governing body of the City finds and determines (1) all notices required by the Act were properly given and (2) that the redevelopment plan does not require a relocation assistance plan under the Act since no relocation assistance will be provided under the Amended Project Area 1 Plan.

**Section 3.** The Mayor, City Manager, City Clerk and other officials and employees of the City, including the City Attorney and City's Financial Advisor and Bond Counsel, are hereby authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Ordinance.

**Section 4.** This Ordinance shall take effect and be in force from and after its passage by the Governing Body, and its publication (or a summary thereof) once in the official City newspaper.

**PASSED** by no less than two-thirds members-elect of the Governing Body this 19th day of February, 2018.

**SIGNED** by the Mayor on February 19, 2018.

---

Mayor

(SEAL)

---

City Clerk

## EXHIBIT A

### MAP OF REDEVELOPMENT DISTRICT NO. 1 (as amended)



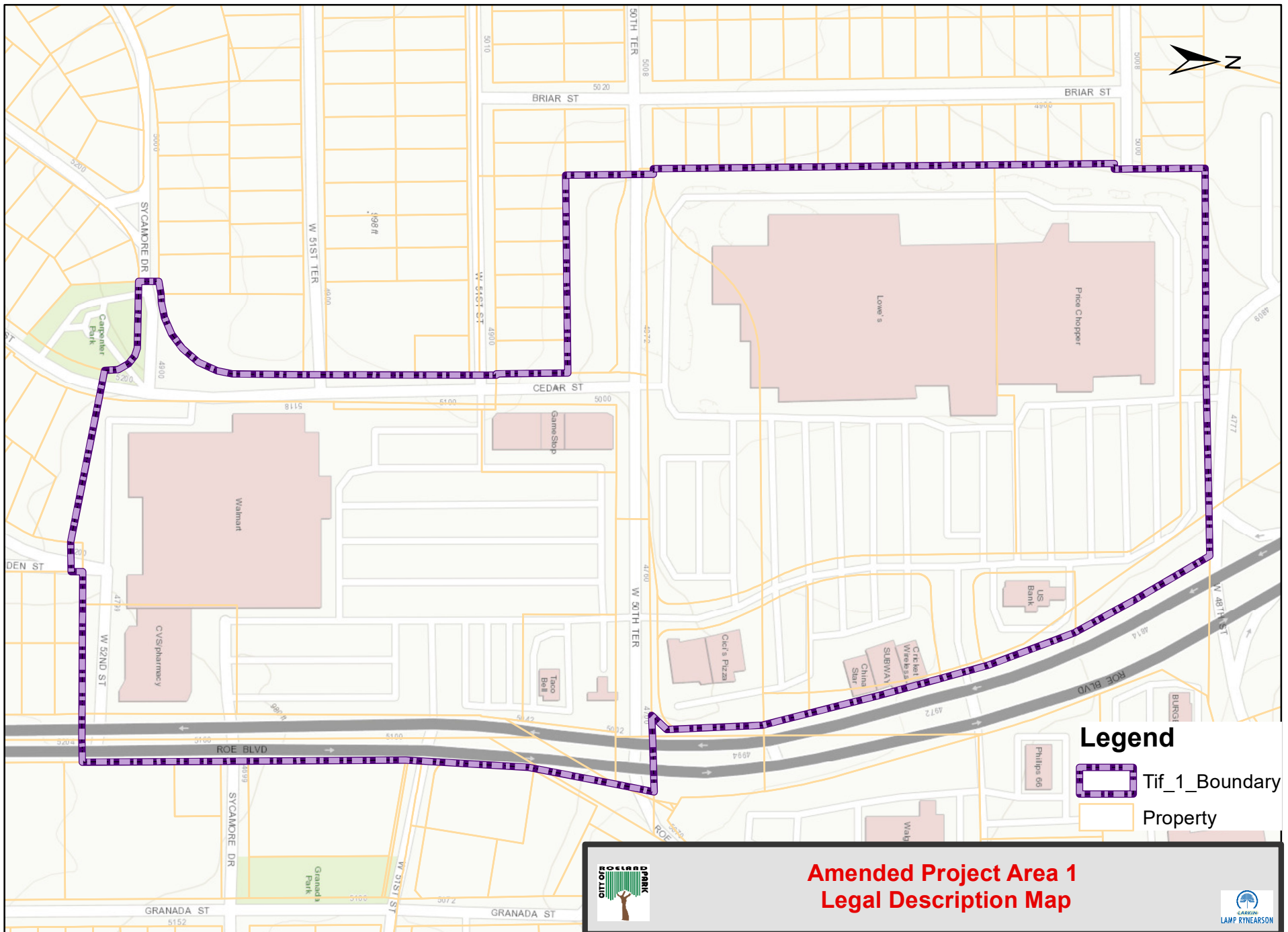
## **EXHIBIT B**

### **LEGAL DESCRIPTION OF REDEVELOPMENT DISTRICT NO. 1 (as amended)**

Commencing at a point on the North right-of-way line of 50th Street Terrace, said point being located 10 feet East of the Southeast corner of Lot 14, Block 12, Roe Highlands; thence South to a point on the platted Southerly right-of-way line of 50th Street Terrace, said point also being on the platted North line of Lot 1, Block 1, Roe Highlands; thence Easterly on the platted North line of Lot 1, Block 1, Roe Highlands to the platted Northeast corner of said Lot 1, Block 1, Roe Highlands; thence Southerly on the platted East line of Lot 1, Block 1, Roe Highlands, to the Southeast corner thereof, said point also being the platted Northwest corner of Lot 5, Block 1, Roe Highlands; thence Easterly on the platted North line of Lots 5-10, inclusive, Block 1, Roe Highlands, to the platted Northeast corner of said Lot 10, Block 1, Roe Highlands; thence Southerly on the platted East line of Lot 10, Block 1, Roe Highlands, to the platted Southeast corner thereof; thence Southerly to the platted Northeast corner of Lot A, Block 14, Roeland Park; thence Southerly on the platted East line of Lot A, Block 14, Roeland Park, to its platted Southeast corner thereof; thence Southerly to the platted Northeast corner of Lot A, Block 15, Roeland Park; thence Southerly and Southwesterly on the platted East and South lines of Lot A, Block 15, Roeland Park, to its platted Southwest corner thereof; thence Southerly on the Southerly prolongation line of the platted West line of Lot A, Block 15, Roeland Park, to the platted North line of Lot 9, Block 22, Roeland Park; thence Easterly, Southerly and Southwesterly on the platted North, East and Southeast lines of Lot 9, Block 22, Roeland Park, to the point of intersection of the platted Southeast line of Lot 9, Block 22, Roeland Park, and the Westerly prolongation of the platted North line of Lot 1, Block 23, Roeland Park; thence Southeasterly on the platted North line of Lot 1, Block 23, Roeland Park and its Westerly prolongation, to the platted Northeast corner thereof, said point also being the platted Northwest corner of Lot 17, Block 23, Roeland Park; thence Easterly on the platted North line, Lot 17, Block 23, Roeland Park, and its Easterly prolongation to a point on the platted Easterly right-of-way line of Linden Street; thence Northerly on the platted Easterly right-of-way line of Linden Street to the platted Northwest corner of Lot 1, Block 27, Roeland Park; thence Easterly on the platted North line of Lot 1, Block 27, Roeland Park, and the platted North line of Lot 27, Block 27, Roeland Park, to the platted Northeast corner of said Lot 27, Block 27, Roeland Park; thence Easterly on the Easterly prolongation of the platted North line of Lot 27, Block 27, Roeland Park, to the platted West line of Block 19, Southridge; thence North and Northeasterly along the East right-of-way line of Roe Avenue and of the Roe Boulevard, to a point of intersection with the Easterly prolongation of the North right-of-way line of 50th Street Terrace; thence Westerly along the Easterly Prolongation of the North right-of-way line of 50th Street Terrace and along the north right-of-way line of 50th Street Terrace to the West right-of-way line of Roe Boulevard; thence Northerly and Northwesterly along the West right-of-way line of Roe Boulevard to a point on the South right-of-way line of Skyline Drive; thence Westerly along the South right-of-way line of said Skyline Drive a distance of 259.34 feet, more or less; thence Westerly along the South line of the SE  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of said Section 4, to the



Northeast corner of Lot 11, Block 9, Roe Highlands; thence Southerly along the Southerly prolongation of the East line of said Lot 11, Block 9, Roe Highlands, a distance of 165 feet, to the South right-of-way line of 49th Street; thence Westerly along the Southerly right-of-way line of 49th Street, a distance of 10 feet, said point being the Northeast corner of Lot 1, Block 12, Roe Highlands; thence Southerly along the East line of Lots 1-14, Block 12, Roe Highlands, a distance of 840 feet, said point being the intersection of the Southeast corner of Lot 14, Block 12, Roe Highlands and the North right-of-way line of 50th Street Terrace; thence Easterly along the North right-of-way line of 50th Street Terrace, a distance of 10 feet, to the Point of Beginning.



Date:

Submitted By:

Committee/Department:

Title: **Appropriation Ordinance # 913**

Item Type:

### Details:

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

How does item relate to Strategic Plan?

**ATTACHMENTS:**

Description



Appropriation Ordinance # 913

Type

Cover Memo

# ***The City of Roeland Park, Kansas***

*4600 West Fifty-First Street*

*Roeland Park, Kansas 66205*

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

Friday, February 16, 2018

## **Appropriation Ordinance - 2/19/2018 - #913**

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 19th day of February, 2018.

Attest:

---

City Clerk

---

Mayor

|                                      |           |                   |
|--------------------------------------|-----------|-------------------|
| <b>Total Appropriation Ordinance</b> | <b>\$</b> | <b>556,107.06</b> |
|--------------------------------------|-----------|-------------------|

There are sufficient funds in the General Fund to cover general fund expenditures.

## Appropriation Ordinance - 2/19/2018 - #913

| Vendor                               | Dept | Acct #   | Description                       | Invoice Description             | Check/EFT<br>Date | Amount    | Chk # | Check Amount |
|--------------------------------------|------|----------|-----------------------------------|---------------------------------|-------------------|-----------|-------|--------------|
| AaLadin Central                      | 106  | 5211.106 | Maintenace & Repair Equipment     | Invoice: 29976 /                | 2/14/2018         | 822.00    | 67698 | 822.00       |
| Accu-Screen Inc.                     | 101  | 5214.101 | Other Contracted Services         | Invoice: 24 2018 /              | 1/31/2018         | 200.00    | 67667 | 200.00       |
| Advance Auto Parts                   | 102  | 5260.102 | Vehicle Maintenance               | Invoice: 5128801753463 /        | 1/24/2018         | 5.04      | 67644 | 106.87       |
| Advance Auto Parts                   | 102  | 5260.102 | Vehicle Maintenance               | Invoice: 5128801925728 /        | 1/24/2018         | 101.83    | 67644 |              |
| Advantage Computer                   | 101  | 5211.101 | Maintenace & Repair Equipment     | Invoice: 62274 /                | 1/31/2018         | 175.00    | 67668 | 175.00       |
| Airgas USA, LLC                      | 106  | 5318.106 | Tools                             | Invoice: 9951166980 /           | 2/14/2018         | 22.36     | 67699 | 22.36        |
| American Equipment Co.               | 106  | 5211.106 | Maintenace & Repair Equipment     | Invoice: 29818 /                | 2/14/2018         | 198.00    | 67700 | 198.00       |
| Anderson Rental                      | 106  | 5211.106 | Maintenace & Repair Equipment     | Invoice: 216622 /               | 2/14/2018         | 105.05    | 67701 | 1,116.62     |
| Anderson Rental                      | 300  | 5469.300 | Stormwater Maintenance            | Invoice: 216548 /               | 2/14/2018         | 1,011.57  | 67701 |              |
| AT&T                                 | 101  | 5202.101 | Telephone                         | Invoice: 3241 1/21/18 /         | 1/31/2018         | 48.20     | 67669 | 48.20        |
| BCI Mechanical                       | 290  | 5210.290 | Maintenace And Repair Building    | Invoice: 30481 /                | 2/14/2018         | 1,334.70  | 67702 | 1,334.70     |
| Black & McDonald                     | 101  | 5220.101 | Street Light Repair & Maintenance | Invoice: 76856177 /             | 2/14/2018         | 1,764.16  | 67703 | 1,764.16     |
| Blue Sky Cleaners                    | 102  | 5224.102 | Laundry Service                   | Invoice: 1/31/18 /              | 2/7/2018          | 197.10    | 67686 | 197.10       |
| Kelley Bohon                         | 105  | 5206.105 | Travel Expense & Training         | Invoice: 2/1-2/8/18 MILEAGE /   | 2/14/2018         | 25.62     | 67704 | 25.62        |
| Breeden Holdings, LLC                | 102  | 5260.102 | Vehicle Maintenance               | Invoice: 1036648 /              | 1/24/2018         | 432.85    | 67645 | 432.85       |
| C & G Rubber Stamp, Inc.             | 101  | 5301.101 | Office Supplies                   | Invoice: 121008 /               | 1/24/2018         | 22.00     | 67646 | 22.00        |
| City Attorney's Association of Kansa | 101  | 5305.101 | Dues, Subscriptions, & Books      | Invoice: 18432 /                | 1/24/2018         | 35.00     | 67647 | 35.00        |
| Clarkson Power Flow, Inc.            | 106  | 5211.106 | Maintenace & Repair Equipment     | Invoice: 1011381 /              | 1/24/2018         | 80.39     | 67648 | 160.71       |
| Clarkson Power Flow, Inc.            | 106  | 5211.106 | Maintenace & Repair Equipment     | Invoice: 1011380 /              | 1/24/2018         | 80.32     | 67648 |              |
| Clarkson Power Flow, Inc.            | 106  | 5211.106 | Maintenace & Repair Equipment     | Invoice: 1011748 /              | 2/14/2018         | 101.08    | 67705 | 185.15       |
| Clarkson Power Flow, Inc.            | 106  | 5211.106 | Maintenace & Repair Equipment     | Invoice: 1011451 /              | 2/14/2018         | 84.07     | 67705 |              |
| Coleman Equipment Inc.               | 106  | 5211.106 | Maintenace & Repair Equipment     | Invoice: 18604 /                | 2/14/2018         | 477.00    | 67706 | 477.00       |
| CRH Electric                         | 101  | 5210.101 | Maintenance & Repair Building     | Invoice: 63172 /                | 1/31/2018         | 2,615.00  | 67670 | 2,615.00     |
| Custom Tree Care, Inc.               | 106  | 5263.106 | Tree Maintenance                  | Invoice: 16622 /                | 2/14/2018         | 740.00    | 67707 | 740.00       |
| E. Edwards, Inc.                     | 106  | 5308.106 | Clothing & Uniforms               | Invoice: 2011812052 /           | 2/14/2018         | 184.95    | 67708 | 184.95       |
| Electronic Contracting Company       | 101  | 5210.101 | Maintenance & Repair Building     | Invoice: KC027732 /             | 1/24/2018         | 70.00     | 67649 | 70.00        |
| Electronic Contracting Company       | 101  | 5210.101 | Maintenance & Repair Building     | Invoice: KC027732 2 /           | 1/31/2018         | 211.00    | 67671 | 211.00       |
| Anthony Estrada                      | 102  | 5308.102 | Clothing & Uniforms               | Invoice: 1/1/17 GALLS /         | 1/24/2018         | 125.00    | 67650 | 125.00       |
| Everlasting Sign Art                 | 102  | 5236.102 | Community Policing                | Invoice: 15685 /                | 1/24/2018         | 225.00    | 67651 | 225.00       |
| The Family Conservancy               | 101  | 5254.101 | Miscellaneous Charges             | Invoice: 2/14/18 CK REQUEST /   | 2/14/2018         | 1,736.00  | 67709 | 1,736.00     |
| Family Support Payment Center        | 101  | 2055.101 | Employee Garnishment Payable      | Invoice: 1/25/18 HARPER /       | 1/24/2018         | 328.62    | 67652 | 328.62       |
| Family Support Payment Center        | 101  | 2055.101 | Employee Garnishment Payable      | Invoice: 2/8/18 HARPER /        | 2/7/2018          | 328.62    | 67687 | 328.62       |
| GBA Architects Engineers             | 270  | 5456.270 | CARS Projects                     | Invoice: 52130 /                | 2/14/2018         | 11,442.81 | 67710 | 11,442.81    |
| Independent Salt Company             | 250  | 5303.250 | Sand and Salt                     | Invoice: 131038IN /             | 1/24/2018         | 2,468.10  | 67653 | 2,468.10     |
| Independent Salt Company             | 250  | 5303.250 | Sand and Salt                     | Invoice: 131385IN /             | 2/14/2018         | 2,442.03  | 67711 | 3,647.53     |
| Independent Salt Company             | 250  | 5303.250 | Sand and Salt                     | Invoice: 131386IN /             | 2/14/2018         | 1,205.50  | 67711 |              |
| Johnson Co Building Officials Assoc. | 104  | 5206.104 | Travel Expense & Training         | Invoice: 2018 DUES /            | 1/31/2018         | 115.00    | 67672 | 115.00       |
| Johnson County Housing Services      | 101  | 5233.101 | JoCo Home Repair - Minor          | Invoice: 2018 MINOR HOME REHA / | 1/24/2018         | 4,500.00  | 67654 | 12,500.00    |
| Johnson County Housing Services      | 101  | 5234.101 | JoCo Home Repair - Major          | Invoice: 2018 HOME REHAB /      | 1/24/2018         | 8,000.00  | 67654 |              |

|                                       |     |          |                                   |                                    |           |            |       |            |
|---------------------------------------|-----|----------|-----------------------------------|------------------------------------|-----------|------------|-------|------------|
| Johnson County Park & Recreation [    | 101 | 5285.101 | Pool Operations                   | Invoice: 2017 AQUATIC CENTER /     | 2/7/2018  | 186,969.48 | 67688 | 186,969.48 |
| Kansas City Board of Public Utilities | 101 | 5222.101 | Traffic Signal Expense            | Invoice: 2834 1/26/17 /            | 2/7/2018  | 32.76      | 67689 | 32.76      |
| KCP & L                               | 101 | 5201.101 | Electric                          | Invoice: 1/26/18 MULTIPLE /        | 1/31/2018 | 1,436.32   | 67673 | 2,080.65   |
| KCP & L                               | 106 | 5201.106 | Electric                          | Invoice: 1/26/18 MULTIPLE /        | 1/31/2018 | 644.33     | 67673 |            |
| KCP & L                               | 106 | 5201.106 | Electric                          | Invoice: 4248 2/5/18 /             | 2/14/2018 | 1,772.29   | 67712 | 1,772.29   |
| Jim Kelly                             | 108 | 5206.108 | Travel Expense & Training         | Invoice: 1/20/18 OFFICE DEPOT /    | 1/24/2018 | 600.04     | 67655 | 600.04     |
| Keller Fire & Safety                  | 106 | 5210.106 | Maintenace & Repair Building      | Invoice: 198235 /                  | 2/14/2018 | 271.75     | 67713 | 271.75     |
| Keystone Ridge Designs, Inc.          | 300 | 5470.300 | Park Maint/Infrastructure         | Invoice: Q3623900 /                | 2/14/2018 | 5,765.00   | 67714 | 5,765.00   |
| Kansas Mayors Association             | 108 | 5305.108 | Dues, Subscriptions, & Books      | Invoice: 18496 /                   | 1/31/2018 | 50.00      | 67674 | 50.00      |
| KS Municipal Insurance Trust          | 107 | 5125.107 | Worker's Compensation             | Invoice: 131373 /                  | 2/14/2018 | 44,105.00  | 67715 | 44,105.00  |
| Kansas One-Call System, Inc.          | 101 | 5220.101 | Street Light Repair & Maintenance | Invoice: 8010437 /                 | 2/14/2018 | 122.40     | 67716 | 122.40     |
| Kansas Payment Center                 | 101 | 2055.101 | Employee Garnishment Payable      | Invoice: 1/25/18 F. REEVES JR /    | 1/24/2018 | 138.46     | 67656 | 138.46     |
| Kansas Payment Center                 | 101 | 2055.101 | Employee Garnishment Payable      | Invoice: 1/25/18 F.REEVES JR /     | 1/24/2018 | 138.92     | 67657 | 138.92     |
| Kansas Payment Center                 | 101 | 2055.101 | Employee Garnishment Payable      | Invoice: 2/8/18 F. REEVES JR /     | 2/7/2018  | 138.46     | 67690 | 138.46     |
| Kansas Payment Center                 | 101 | 2055.101 | Employee Garnishment Payable      | Invoice: 2/8/18 F. REEVES JR /     | 2/7/2018  | 138.92     | 67691 | 138.92     |
| Kansas State Treasurer                | 103 | 5228.103 | Fees Due State of Kansas          | Invoice: 40381 /                   | 2/14/2018 | 2,075.50   | 67717 | 2,075.50   |
| Lamp, Rynearson & Assoc., Inc.        | 270 | 5209.270 | Professional Services             | Invoice: 318001010000001 /         | 2/14/2018 | 7,193.01   | 67718 | 27,295.06  |
| Lamp, Rynearson & Assoc., Inc.        | 300 | 5209.300 | Professional Services             | Invoice: 317001040000001 /         | 2/14/2018 | 546.00     | 67718 |            |
| Lamp, Rynearson & Assoc., Inc.        | 450 | 5456.450 | CARS Projects                     | Invoice: 317001020000007 /         | 2/14/2018 | 18,256.92  | 67718 |            |
| Lamp, Rynearson & Assoc., Inc.        | 300 | 5469.300 | Stormwater Maintenance            | Invoice: 317001050000005 /         | 2/14/2018 | 1,299.13   | 67718 |            |
| League of Kansas Municipalities       | 101 | 5305.101 | Dues, Subscriptions, & Books      | Invoice: 18108 /                   | 2/7/2018  | 4,083.76   | 67692 | 4,083.76   |
| The Legal Record                      | 101 | 5204.101 | Legal Printing                    | Invoice: L71509 /                  | 1/31/2018 | 14.81      | 67675 | 14.81      |
| The Legal Record                      | 101 | 5204.101 | Legal Printing                    | Invoice: L71633 /                  | 2/7/2018  | 23.04      | 67693 | 23.04      |
| The Legal Record                      | 101 | 5204.101 | Legal Printing                    | Invoice: L71094 /                  | 2/14/2018 | 158.64     | 67719 | 208.76     |
| The Legal Record                      | 101 | 5204.101 | Legal Printing                    | Invoice: L71752 /                  | 2/14/2018 | 50.12      | 67719 |            |
| Jose Leon                             | 106 | 5206.106 | Travel Expense & Training         | CK32302 Invoice: 1/22/18 TUITION / | 1/22/2018 | 1,301.40   | 32302 | 1,301.40   |
| Lowe's Business Acct./GEMB            | 106 | 5304.106 | Janitorial Supplies               | Invoice: 1760 2/12/18 /            | 1/24/2018 | 33.06      | 32303 | 33.06      |
| MARC                                  | 101 | 5305.101 | Dues, Subscriptions, & Books      | CK32301 Invoice: 2018 SUBSCRIP /   | 1/22/2018 | 150.00     | 32301 | 150.00     |
| Venessa Maxwell-Lopez                 | 103 | 5209.103 | Professional Services             | Invoice: 2/9/18 /                  | 2/14/2018 | 150.00     | 67720 | 150.00     |
| Micro Center                          | 101 | 5301.101 | Office Supplies                   | Invoice: 1/25/18 /                 | 1/31/2018 | 25.98      | 67676 | 25.98      |
| Midwest Public Risk                   | 107 | 5126.107 | Health/Dental/Vision Insurance    | Invoice: B04BJK /                  | 1/31/2018 | 30,188.18  | 67677 | 30,188.18  |
| Midway Ford Truck Center Inc          | 106 | 5211.106 | Maintenace & Repair Equipment     | Invoice: R10023060001 /            | 1/24/2018 | 8,287.34   | 67658 | 8,287.34   |
| Midway Ford Truck Center Inc          | 106 | 5211.106 | Maintenace & Repair Equipment     | Invoice: R10023174401 /            | 2/14/2018 | 845.89     | 67721 | 845.89     |
| Missouri Organic                      | 300 | 5469.300 | Stormwater Maintenance            | Invoice: 2/1/18 STMT /             | 2/14/2018 | 220.00     | 67722 | 220.00     |
| Municode                              | 101 | 5214.101 | Other Contracted Services         | Invoice: 303717 /                  | 2/14/2018 | 550.00     | 67723 | 550.00     |
| Nationwide Retirement Solutions       | 101 | 2060.101 | Section 457 Employee Payable      | Invoice: 1/25/18 PAYROLL /         | 1/24/2018 | 916.69     | 67659 | 916.69     |
| Nationwide Retirement Solutions       | 101 | 2060.101 | Section 457 Employee Payable      | Invoice: 2/8/18 PAYROLL /          | 2/7/2018  | 937.69     | 67694 | 937.69     |
| Northeast Animal Control Comm.        | 102 | 5238.102 | Animal Control                    | Invoice: 2018 PER CAPITA /         | 1/24/2018 | 55,441.62  | 67660 | 55,441.62  |
| Office Essentials                     | 290 | 5307.290 | Other Commodities                 | Invoice: CIV0665839 /              | 1/31/2018 | 3,435.10   | 67678 | 3,435.10   |
| Purchase Power                        | 101 | 5205.101 | Postage & Mailing Permits         | Invoice: 7903 1/21/18 /            | 1/31/2018 | 639.85     | 67679 | 639.85     |
| Praxair Distribution Inc              | 106 | 5318.106 | Tools                             | Invoice: 80985959 /                | 2/14/2018 | 18.15      | 67724 | 18.15      |
| Principal Life                        | 107 | 5130.107 | City Paid Life/ST Disability      | Invoice: 1/17/18 /                 | 1/24/2018 | 813.70     | 67661 | 813.70     |
| Print Tekk                            | 101 | 5208.101 | Newsletter                        | Invoice: 5329 /                    | 2/14/2018 | 1,522.75   | 67725 | 1,522.75   |

|                                     |     |          |                                   |                                       |           |           |       |           |
|-------------------------------------|-----|----------|-----------------------------------|---------------------------------------|-----------|-----------|-------|-----------|
| Wex Bank                            | 104 | 5302.104 | Motor Fuels & Lubricants          | CK32300 Invoice: 52817409 /           | 1/22/2018 | 22.81     | 32300 | 22.81     |
| Rejis Commission                    | 102 | 5214.102 | Other Contracted Services         | Invoice: INV0058729 /                 | 1/24/2018 | 27.00     | 67662 | 27.00     |
| Riteway Maintenance & Supply, LLC   | 101 | 5214.101 | Other Contracted Services         | Invoice: 17558 /                      | 2/7/2018  | 930.00    | 67695 | 930.00    |
| Roe Body Shop, Inc.                 | 102 | 5260.102 | Vehicle Maintenance               | Invoice: 23731 /                      | 2/14/2018 | 324.00    | 67726 | 324.00    |
| George Schlegel                     | 101 | 5230.101 | Art Commissioner                  | Invoice: CHECKFEB /                   | 2/1/2018  | 100.00    | 67684 | 100.00    |
| Shafer, Kline & Warren, Inc.        | 270 | 5209.270 | Professional Services             | Invoice: 13009901049 /                | 2/14/2018 | 1,665.00  | 67727 | 9,858.04  |
| Shafer, Kline & Warren, Inc.        | 510 | 5209.510 | Professional Services             | Invoice: 13009922028 /                | 2/14/2018 | 7,171.95  | 67727 |           |
| Shafer, Kline & Warren, Inc.        | 300 | 5470.300 | Park Maint/Infrastructure         | Invoice: 13009937010 /                | 2/14/2018 | 1,021.09  | 67727 |           |
| Sirchie                             | 102 | 5207.102 | Medical Expense & Drug Testing    | Invoice: 333352IN /                   | 1/31/2018 | 97.66     | 67680 | 97.66     |
| Staples Advantage                   | 101 | 5301.101 | Office Supplies                   | Invoice: 8048409945 /                 | 2/7/2018  | 127.47    | 67696 | 291.49    |
| Staples Advantage                   | 101 | 5304.101 | Janitorial Supplies               | Invoice: 8048409945 /                 | 2/7/2018  | 164.02    | 67696 |           |
| Strasser True Value                 | 106 | 5211.106 | Maintenace & Repair Equipment     | Invoice: 275851 /                     | 2/14/2018 | 20.00     | 67728 | 26.82     |
| Strasser True Value                 | 106 | 5211.106 | Maintenace & Repair Equipment     | Invoice: 275821 /                     | 2/14/2018 | 6.82      | 67728 |           |
| Terminix Processing Center          | 101 | 5214.101 | Other Contracted Services         | Invoice: 372463076 /                  | 2/14/2018 | 73.59     | 67729 | 73.59     |
| USIC Locating Services, LLC         | 101 | 5220.101 | Street Light Repair & Maintenance | Invoice: 270931 /                     | 2/14/2018 | 1,087.52  | 67730 | 1,087.52  |
| Water District No 1 of Johnson Cour | 101 | 5287.101 | Water                             | Invoice: 1/25/18 MULTIPLE /           | 1/31/2018 | 55.31     | 67681 | 310.91    |
| WCA Waste Corporation               | 106 | 5287.106 | Water                             | Invoice: 1/25/18 MULTIPLE /           | 1/31/2018 | 255.60    | 67681 |           |
| WCA Waste Corporation               | 115 | 5272.115 | Solid Waste Contract              | Invoice: 990000351427 /               | 1/31/2018 | 43,173.82 | 67682 | 43,173.82 |
| WCA Waste Corporation               | 115 | 5235.115 | Leaf Program Disposal Fees        | Invoice: 990000340454 /               | 2/14/2018 | 1,084.24  | 67731 | 1,084.24  |
| Westfall GMC Truck, Inc.            | 106 | 5260.106 | Vehicle Maintenance               | Invoice: 766672 /                     | 2/14/2018 | 1,583.35  | 67732 | 1,583.35  |
| Windtrax, Inc                       | 106 | 5210.106 | Maintenace & Repair Building      | Invoice: 763461 /                     | 2/14/2018 | 22.40     | 67733 | 22.40     |
| Zoll Customer Support Dept.         | 101 | 5301.101 | Office Supplies                   | Invoice: 1826230 /                    | 1/31/2018 | 75.00     | 67683 | 75.00     |
| Zoll Medical Corporation GPO        | 101 | 5211.101 | Maintenace & Repair Equipment     | Invoice: 2631533 /                    | 2/7/2018  | 104.44    | 67697 | 104.44    |
| Forte                               | 101 | 5214.101 | Other Contracted Services         | EFT#1/31/18 ALL ACCTS Invoice: 1/31/1 | 2/2/2018  | 305.54    |       |           |
| Forte                               | 101 | 5214.101 | Other Contracted Services         | EFT#2/2/18 Invoice: 2/2/18 ADMIN WEI  | 2/2/2018  | 11.70     |       |           |
| Forte                               | 101 | 5214.101 | Other Contracted Services         | EFT#2/2/18 Invoice: 2/2/18 ADMIN /    | 2/2/2018  | 11.70     |       |           |
| Forte                               | 101 | 5214.101 | Other Contracted Services         | EFT#2/2/18 Invoice: 2/2/18 COURT /    | 2/2/2018  | 13.13     |       |           |
| KPERS                               | 101 | 2040.101 | KPERS Accrued Employee            | EFT#1/25/18 Invoice: 1/25/18 /        | 1/25/2018 | 2,016.12  |       |           |
| KPERS                               | 107 | 5123.107 | KPERS City Contribution           | EFT#1/25/18 Invoice: 1/25/18 /        | 1/25/2018 | 3,155.22  |       |           |
| KPERS                               | 101 | 2040.101 | KPERS Accrued Employee            | EFT#2/13/18 Invoice: 2/13/18 /        | 2/13/2018 | 1,949.43  |       |           |
| KPERS                               | 101 | 2050.101 | Insurance Withholding Payable     | EFT#2/13/18 Invoice: 2/13/18 /        | 2/13/2018 | 118.11    |       |           |
| KPERS                               | 107 | 5123.107 | KPERS City Contribution           | EFT#2/13/18 Invoice: 2/13/18 /        | 2/13/2018 | 3,050.86  |       |           |
| KP&F                                | 101 | 2045.101 | KP&F Employee Withholding Payable | EFT#1/25/18 Invoice: 1/25/18 /        | 1/25/2018 | 2,470.76  |       |           |
| KP&F                                | 107 | 5131.107 | KP&F City Contribution            | EFT#1/25/18 Invoice: 1/25/18 /        | 1/25/2018 | 6,942.32  |       |           |
| KP&F                                | 101 | 2045.101 | KP&F Employee Withholding Payable | EFT#2/13/18 Invoice: 2/13/18 /        | 2/13/2018 | 2,239.83  |       |           |
| KP&F                                | 101 | 2050.101 | Insurance Withholding Payable     | EFT#2/13/18 Invoice: 2/13/18 /        | 2/13/2018 | 59.87     |       |           |
| KP&F                                | 107 | 5131.107 | KP&F City Contribution            | EFT#2/13/18 Invoice: 2/13/18 /        | 2/13/2018 | 6,293.43  |       |           |
| Miller Management Systems, LLC      | 101 | 5214.101 | Other Contracted Services         | Invoice: EFTFEB /                     | 2/1/2018  | 1,632.00  |       |           |
| Gilmore & Bell, P.C.                |     |          |                                   |                                       | 1/31/2018 | 800.00    | 67663 | 800.00    |
| Balls Food Stores                   |     |          |                                   |                                       | 1/24/2018 | 130.95    | 67638 | 130.95    |
| Johnson County Wastewater           |     |          |                                   |                                       | 1/24/2018 | 353.33    | 67639 | 353.33    |
| Johnson County Sheriff's Office     |     |          |                                   |                                       | 1/24/2018 | 595.00    | 67640 | 595.00    |



|                              |           |                 |       |                 |
|------------------------------|-----------|-----------------|-------|-----------------|
| Kansas Gas Service           | 1/24/2018 | 2,083.45        | 67641 | 2,083.45        |
| Lowe's Business Acct./GEMB   | 1/24/2018 | 167.16          | 32303 | 167.16          |
| Wex Bank                     | 1/25/2018 | 587.54          | 32304 | 587.54          |
| Shafer, Kline & Warren, Inc. | 1/24/2018 | 7,141.50        | 67642 | 7,141.50        |
| Slaggie Architects, Inc.     | 1/31/2018 | 7,500.00        | 67664 | 7,500.00        |
| Urban Trail Co               | 1/31/2018 | 12,000.00       | 67665 | 12,000.00       |
| USIC Locating Services, LLC  | 1/24/2018 | 1,076.59        | 67643 | 1,076.59        |
| Zerger & Mauer LLP           | 1/31/2018 | <u>8,645.00</u> | 67666 | <u>8,645.00</u> |

---

\$ 556,107.06

---

**Item Number:** Consent Agenda- II.-B.  
**Committee** 2/19/2018  
**Meeting Date:**



## **City of Roeland Park**

### Action Item Summary

---

**Date:** 2/2/2018  
**Submitted By:** Jose Leon, Director of Public Works  
**Committee/Department:** Public Works  
**Title:** **Purchase Public Works Big Wheel Loader**  
**Item Type:**

#### **Recommendation:**

**Staff recommends to purchase a 2018 Caterpillar 918M Wheel Loader from Foley Equipment at a cost not to exceed \$116,441.00**

#### **Details:**

Our Public Works department currently owns a 1994 Cat 918F wheel loader that is utilized for storm debris pickup, asphalt operations, snow and ice operations. This machine is 24 years old and is showing signs of fatigue and getting close to the end of its useful life. This machine was purchased brand new at the end of 1993.

This loader is beginning to show surface corrosion around the body, cab frame, tire rims, as well as around important pivot points on the machine. Current hours on the machine are 5,153. Original purchase price was \$56,000.

The City of Roeland Park issued an RFP in early January 2018 for the purchase of a new 2018-wheel loader and we received six submittals from reputable vendors. Base specifications are for a loader of equal size and capacity of our 1994 CAT. Other desirable options (ride stabilization, quick connect attachment capability, rear backup camera, bucket scale capability and extended warranty) were listed as add alternates. After review of these bids, we are recommending purchasing the base bid 2018 Caterpillar 918M wheel loader from Foley Equipment. This is the lowest base bid at \$116,441 but has the advantage of including ride stabilization, quick connect and back up camera options in the base bid. Our current CAT has been a dependable unit, the brand is well respected, has high resale value and Foley is a local firm with ability to service the unit at our

location as well as theirs.

Our current equipment replacement budget allows for \$90,000 for a new machine. The bidders provided a trade in value for our 1994 CAT, but staff believes the item will bring a higher sale price (\$20,000+) through an equipment auction site such as Purple Wave. Based upon an estimated \$20,000 in proceeds from the sale of the 1994 CAT plus the \$90,000 included in the budget for the purchase of a loader, the City will have a total of \$110,000 for the purchase. We are asking Council to allocate an additional \$6,441 from the Building and Equipment Replacement Fund for this purchase.

The budget for 2018 for this item was established assuming replacing the 1994 CAT with a used loader with 3,000 hours or less use, that is 5 years or less old. This was based upon the list prices for used equipment on Machinery Trader and Equipment Trader (the two primary web listing services for these types of equipment). The attached spreadsheet shows a cost of ownership comparison between a used and a new loader. These figures show that the new loader will cost less to own during its estimated useful life than the used loader. Although the initial investment is higher for the new loader, a new loader has less risk due to unknown care/abuse and it comes with a one year warranty. The new loader also improves safety (back up camera and ride stabilization) and employs time saving capabilities (quick connect capability). For all of these reasons staff recommends purchasing a new loader.

#### Financial Impact

|                                      |                              |
|--------------------------------------|------------------------------|
| Amount of Request: \$116,441         |                              |
| Budgeted Item?                       | Budgeted Amount: \$90,000.00 |
| Line Item Code/Description: 5315.360 |                              |

#### Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

#### ATTACHMENTS:

| Description                                                                                                          | Type            |
|----------------------------------------------------------------------------------------------------------------------|-----------------|
|  Foley Equipment - Recommendation | Backup Material |
|  2018 Wheel Loader - Bid Tab      | Backup Material |
|  Pic 1                            | Backup Material |
|  Pic 2                            | Backup Material |



# City of Roeland Park

## PUBLIC WORKS RFP FOR PURCHASE OF A WHEEL LOADER

Sealed proposals for the purchase of one (1) new 2018 or (current year manufacture) Wheel Loader will be received by the City of Roeland Park until 10:00AM, Friday, January 26th, 2018, at the Roeland Park City Hall Building, 4600 W 51<sup>st</sup> Roeland Park, KS 66205 and at that time publicly opened and read.

The dealer may submit a bid for one or more models that are equal to or exceed the following specifications. A copy of the specifications or literature for each model should be included with each bid. Only bids from authorized dealers will be considered. Each bidder should state warranty coverage and estimated time of model availability. The dealer shall submit a total bid for furnishing a Wheel Loader as per specifications.

The City of Roeland Park reserves the right to reject any and all bids and to waive any technicalities. The bids shall not include taxes for which we are exempt.

One (1) 1994 Cat 918F Wheel Loader will be optional for trade in. The loader will be available for inspection at the Roeland Park Public Works building by appointment made through the Public Works Department at (913) 722-5435 call Donnie Scharff, Public Works Superintendent.

Total cost one (1) new Wheel Loader  
with Standard Equipment

\$ 116,441.85

### Pricing for Optional Equipment (per)

|                                   |                                  |
|-----------------------------------|----------------------------------|
| - <u>Ride Control</u>             | \$ No cost / Standard Equipment  |
| - <u>Quick Coupler for Bucket</u> | \$ No cost / Standard Equipment  |
| - <u>Scale Weighing System</u>    | \$ 7,445.00 Loadrite L-913 Scale |
| - <u>Rear Backup Camera</u>       | \$ No Cost / Standard Equipment  |
| - <u>3 Year Extended Warranty</u> | \$ 2,748.00 (Includes Travel)    |

Optional Trade allowance on  
1994 Cat 918F Wheel Loader

\$ 9,698.00

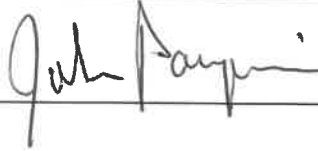
Proposal submitted by:

Name Foley Equipment Company

Address 5701 E 87th Street

Kansas City, MO 64132

Signature



## **SPECIFICATIONS FOR WHEEL LOADER**

2.5 Cubic Yard Capacity, Four Wheel Drive, Articulated Loader

### **GENERAL**

The wheel loader to be furnished shall be new, current year manufacture. A used or demonstrator model will not be considered. The loader shall be diesel engine driven with four-wheel drive and articulated with 2.5 cubic yard bucket. Machine modifications to meet the operational and capacity requirements of this specification shall be limited to the manufacturer's published standard and optional equipment. All operating specifications are based on current SAE standards and shall be the basis for determining compliance with specified requirements. The loader shall meet all OSHA and EPA requirements in effect on the date of bid opening and shall be finished with lead free paint. ☒ Yes ☐ No

### **PRICING**

Base Price of tractor with standard equipment \$ 116,441.85 Please Attach Standard Equipment Items

The loader shall have a maximum operating weight of 25,000 Lb. with a general purpose 2.5 cubic yd. bucket with bolt-on cutting edge pounds advertised SAE operating weight. ☒ Yes ☐ No

### **QUICK COUPLER**

The Quick coupler attachment option shall be **operated from operator's seat and** compatible with current City attachments. ☒ Yes ☐ No

### **RIDE CONTROL**

Is ride control standard equipment for the model being offered? ☒ Yes ☐ No

### **CAPACITY**

The loader shall be equipped with a general-purpose type bucket with Reversible bolt on cutting edge, with a minimum SAE heaped capacity of 2.5 cubic yards. ☒ Yes ☐ No

Loader must meet SAE full turn tipping load requirements without hydro-inflation and Tipping load at full turn shall not be less than 12,000 pounds. ☒ Yes ☐ No

Include automatic return-to-dig and bucket self-leveling. ☒ Yes ☐ No

SAE breakout force-bucket: minimum #18,000 pounds. ☒ Yes ☐ No

Dump clearance of 10'0" minimum with bolt on cutting edge is required at full height. ☒ Yes ☐ No

A minimum 45 degrees dump at full height is required. ☒ Yes ☐ No

### **ENGINE**

EPA Tier IV Final, four cylinders, direct injected turbo charged, four cycle diesel engine with a minimum 113 net horsepower. ☒ Yes ☐ No

The engine shall be equipped with a dual-stage air cleaner with restriction warning lamp on instrument panel and automatic dust ejector. ☒ Yes ☐ No

Shall be equipped with engine block heater 110 volt. ☒ Yes ☐ No

Engine Coolant to be protected to -34 deg. Fahrenheit. ☒ Yes ☐ No

### **TRANSMISSION**

The transmission shall be an integral unit and shall mount directly to the engine. ☒ Yes ☐ No

A four-speed forward and three-speed reverse, Automatic / full power shift transmission with full single stage torque converter shall be furnished. ☒ Yes ☐ No

Modular clutches in all ranges and forward/reverse are required for smooth shifting. ☒ Yes ☐ No

Minimum travel speed of 20 M.P.H. is required. ☒ Yes ☐ No

Transmission functions shall be selected through a single lever mounted on the steering column and/ or F/N/R shuttle switch on loader joystick. ☒ Yes ☐ No

Auto shift / Manual shift switch. ☒ Yes ☐ No

Transmission disconnect switch for brake pedal. ☒ Yes ☐ No

### **AXLES AND DIFFERENTIALS**

Planetary type axles. ☒ Yes ☐ No

Fixed front. ☒ Yes ☐ No

Oscillating rear. ☒ Yes ☐ No

Rear axle oscillation shall be a minimum of 24 degrees total. ☒ Yes ☐ No

Wheelbase shall be not less than 105 inches. ☒ Yes ☐ No

Auto Differential Lock ☒ Yes ☐ No

Dual Differential Lock Front and Rear Axles ☒ Yes ☐ No

### **BRAKES**

Shall be full power, four-wheel wet disc type, hydraulic. ☒ Yes ☐ No

A second brake pedal. ☒ Yes ☐ No

A manually applied parking brake with warning device. ☒ Yes ☐ No

### **TIRES**

17.5 x 25 E-3/L-3 Radials tires. ☒ Yes ☐ No

### **ELECTRICAL SYSTEM**

24 volt with 120 minimum amp alternator. ☒ Yes ☐ No

Two maintenance free Batteries. ☒ Yes ☐ No

Battery Master Switch. ☒ Yes ☐ No

Full LED Light Package. ☒ Yes ☐ No

Level one (1) Electrical Corrosion Package. ☒ Yes ☐ No

Strobe light: LED visible from top of cab and easily removable; must be approved by PW  
Superintendent

☒ Yes ☐ No

**Total Height Clearance CANNOT exceed 11' 11" including strobe light.** ☒ Yes ☐ No

Electric. Analog or LED gauges/warning lights for fuel level, alternator, engine oil pressure, hydraulic filter condition, hydraulic and transmission temperature are required.

**A Central Continuous Monitoring / Warning System**, audible and visual warning, shall be provided to indicate minimum of:

Low engine oil pressure

Low brake system pressure

High temperature of coolant

High temperature of transmission

High temperature of hydraulic oil

Parking brake applied/forward or reverse engaged  
Low electrical voltage  
Low fuel

☒ Yes ☐ No

### **HYDRAULIC SYSTEM**

Loader shall feature hydraulic lift lower dump rollback and float bucket shall have sufficient wrap-out to knock sticky material out of bucket. ☒ Yes ☐ No

All In One Joystick operating controls. ☒ Yes ☐ No

Third valve all plumbed attachment ready. ☒ Yes ☐ No

Double-acting cylinders with chrome-plated rods. ☒ Yes ☐ No

Automatic height control is to be furnished along with a system to automatically return the bucket to digging position and stop its descent before contacting the ground. ☒ Yes ☐ No

Shall be Variable Piston, Piston, Variable Axial-Piston Pump. ☒ Yes ☐ No

Relief system pressure. ☒ Yes ☐ No

A full flow, spin on 10-micron filter. ☒ Yes ☐ No

Pressurized hydraulic reservoir with sight gauge. ☒ Yes ☐ No

### **CAB**

Rollover protection in accord with ROPS approved. ☒ Yes ☐ No

Heater/Defroster. ☒ Yes ☐ No

Air Conditioning. ☒ Yes ☐ No

Front and Rear windshield washer/wipers. ☒ Yes ☐ No

Dome light. ☒ Yes ☐ No

Tinted safety glass. ☒ Yes ☐ No

Dual Inside and Outside rear-view mirrors. ☒ Yes ☐ No

Operator's seat shall be fabric deluxe Air suspension type that is adjustable for operator height, weight, leg reach and back angle preference. ☒ Yes ☐ No



Adjustable Armrests. ☒ Yes ☐ No

Seat belt. ☒ Yes ☐ No

Cab to be mounted on rear articulated portion of loader. ☒ Yes ☐ No

Tilt steering column with steering knob on steering wheel. ☒ Yes ☐ No

Slip resistant steps and handholds. ☒ Yes ☐ No

12-volt auxiliary power point. ☒ Yes ☐ No

AM/FM radio. ☒ Yes ☐ No

### **FILTERS**

One complete set of filters for machine service (air, oil, hydraulic, fuel, cab, etc.) ☒ Yes ☐ No

### **MANUALS**

One each, operators, service and parts manuals,  
shall be provided at time of delivery. ☒ Yes ☐ No

### **ADDITIONAL EQUIPMENT**

Full Fenders Rooding front and rear. ☒ Yes ☐ No

Transmission cooler. ☒ Yes ☐ No

Reverse warning alarm. ☒ Yes ☐ No

Hydraulic oil cooler. ☒ Yes ☐ No

Horn. ☒ Yes ☐ No

Vandal protection devices. ☒ Yes ☐ No

Tie down brackets. ☒ Yes ☐ No

Key or Push Button ignition switch w/safety start. ☒ Yes ☐ No

Foot throttle. ☒ Yes ☐ No

Fixed drawbar/Recovery hitch. ☒ Yes ☐ No

Full counterweight. ☒ Yes ☐ No

Hinged, lockable engine side shields. ☒ Yes ☐ No

SMV emblem. ☒ Yes ☐ No

Articulation locking bar and pin. ☒ Yes ☐ No

Lockable cab doors-all locks shall be keyed the same. ☒ Yes ☐ No

### **WARRANTY**

The successful bidder and the loader manufacturer are required to provide factory warranty for a period of One (1) year, unlimited hours

Whichever occurs first from date of delivery. ☒ Yes ☐ No

### **REPAIR PARTS AND SERVICE**

Since the operation of this loader is of the utmost importance and sometimes of an emergency nature, it is necessary the successful bidder be in position to render prompt parts and service. Said parts inventory shall be of sufficient size and variety to offer a level of parts availability of 95% within 48 hours from time of order by the customer. Availability of normal maintenance items such as filters, Vee belts, hydraulic lines, and hoses shall not exceed 24 hours. Bidder shall attach their proposed program for parts and service availability for evaluation. Review of the bidder's ability to provide prompt parts and service will be used in determining low, qualified bidder.

To all bidders:

Please list the following information and submit with your bid:

Loader Make Caterpillar

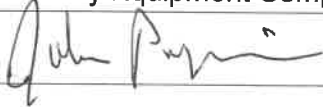
Loader Model 918M

Engine Model C4.4 ACERT

Engine Horsepower (Net) 114

If awarded the contract, the successful bidder shall provide delivery of the machine within **90 days** from award of contract.

Bidder: Foley Equipment Company

Signed: 

Address: 5701 E 87th Street

Kansas City, MO 64132

Phone: (816) 216-9727

**Please list any exceptions to bid specifications:**



# Cat<sup>®</sup> 918M

## COMPACT WHEEL LOADER

### FEATURES:

- **Cat<sup>®</sup> Optimized Z-bar Loader Linkage** – The Cat Optimized Z-bar Loader linkage combines the digging efficiency of a traditional Z-bar with tool carrier capabilities for great performance and versatility. With parallel lift and high tilt forces throughout the working range you can safely and confidently handle loads with precise control.
- **Work Tools** – The 918M features the Cat exclusive, Performance Series Buckets, as well as high visibility pallet forks. These tools enhance productivity and are available with either an Integrated Toolcarrier (IT) or ISO (wide) coupler style. Legacy coupler tools such as brooms, grapple buckets, multi-purpose buckets and other work tools remain compatible.
- **Hydraulics and Controls** – State of the art electro-hydraulic system provides low effort, fine control with fast cycle times. All-in-one joystick helps keep eyes on the work. Operator can adjust machine responsiveness with the push of a button, which allows the operator to set up the machine exactly the way they want it based on the application. High Flow option allows for the use of even the most demanding work tools.
- **Tuned Drivetrain** – Smooth shifting and powerful acceleration is matched with modulated hydrostatic braking in the inching/braking pedal, creating a rhythm for material moving. Creeper and electronic engine speed control makes broom and snow blower work easy. Operator tunes between smooth or aggressive shifting with the push of a button.
- **Cab** – All around visibility is further enhanced with the availability of a rearview camera. The deluxe cab ensures operator comfort with a heated, air suspension seat and easy to use controls. Available features such as Implement and Hystat Aggressiveness, Ride Control, Lift and Tilt Kickouts, Engine Speed Control and Rimpull Control allow the operator to customize the machine via a soft touch keypad.
- **Serviceability** – Extended service intervals and excellent service access make daily checks quick and easy allowing you to get to work sooner.
- **Efficiently Powerful** with its high full turn tipping loads, powerful breakout forces and increased engine power the M Series delivers a balanced solution for all customer applications.
- **Standard Fuel Savings Features** such as Eco Mode, On Demand Cooling Fan, and Auto Engine Idle Shutdown make the 918M both powerful and fuel efficient.

## Specifications

### Engine

|                      |                 |                     |
|----------------------|-----------------|---------------------|
| Engine Model         | Cat C4.4 ACERT™ |                     |
| Maximum Gross Power: |                 |                     |
| Maximum Engine Speed | 2,350 RPM       |                     |
| SAE J1995            | 87 kW           | 117 hp              |
| ISO 14396            | 86 kW           | 115 hp              |
| ISO 14396 (DIN)      | 86 kW           | 117 hp              |
| Rated Net Power:     |                 |                     |
| Rated Engine Speed   | 2,200 RPM       |                     |
| SAE J1349            | 83 kW           | 112 hp              |
| ISO 9249             | 84 kW           | 113 hp              |
| ISO 9249 (DIN)       | 84 kW           | 114 hp              |
| Displacement         | 4.4 L           | 268 in <sup>3</sup> |
| Bore                 | 105 mm          | 4.13 in             |
| Stroke               | 127 mm          | 5.00 in             |

### Engine (continued)

|                       |         |            |
|-----------------------|---------|------------|
| Maximum Gross Torque: |         |            |
| SAE J1995             | 504 N·m | 372 lbf·ft |
| ISO 14396             | 500 N·m | 369 lbf·ft |
| Maximum Net Torque:   |         |            |
| SAE J1349             | 490 N·m | 361 lbf·ft |
| ISO 9249              | 495 N·m | 365 lbf·ft |

- Engine meets U.S. EPA Tier 4 Final/EU Stage IV emission standards.
- Net power advertised is the power available at the flywheel plus front drive implement pump when the engine is equipped with fan, air cleaner, muffler and alternator.



# 918M Compact Wheel Loader

## Buckets

|                                     |                        |                         |
|-------------------------------------|------------------------|-------------------------|
| Bucket Capacities – General Purpose | 1.3-1.9 m <sup>3</sup> | 1.7-2.5 yd <sup>3</sup> |
|-------------------------------------|------------------------|-------------------------|

## Steering

|                                                                                              |             |              |
|----------------------------------------------------------------------------------------------|-------------|--------------|
| Steering Articulation Angle (each direction)                                                 | 40 degrees  |              |
| Maximum Flow – Steering Pump                                                                 | 82 L/min    | 21.7 gal/min |
| Maximum Working Pressure – Steering Pump                                                     | 22 000 kPa  | 3,190 psi    |
| Steering Cycle Times (full left to full right):<br>At 2,350 RPM: 90 RPM steering wheel speed | 2.3 seconds |              |
| Number of Steering Wheel Turns – full left to full right or full right to full left          | 3.4 turns   |              |

## Loader Hydraulic System

|                                           |            |              |
|-------------------------------------------|------------|--------------|
| Maximum Flow – Implement Pump             | 165 L/min  | 43.6 gal/min |
| 3rd Function, Maximum Flow, Standard      | 95 L/min   | 25 gal/min   |
| 3rd Function, Maximum Flow, High          | 150 L/min  | 40 gal/min   |
| 4rd Function, Maximum Flow                | 95 L/min   | 25 gal/min   |
| Maximum Working Pressure – Implement Pump | 28 000 kPa | 4,061 psi    |
| Relief Pressure – Tilt Cylinder           | 32 000 kPa | 4,641 psi    |
| 3rd Function Relief Pressure              | 32 000 kPa | 4,641 psi    |
| 4th Function Relief Pressure              | 32 000 kPa | 4,641 psi    |

|                                           |              |  |
|-------------------------------------------|--------------|--|
| Hydraulic Cycle Times:                    |              |  |
| Raise (ground level to maximum lift)      | 4.8 seconds  |  |
| Dump (at maximum reach)                   | 1.8 seconds  |  |
| Rack Back                                 | 2.2 seconds  |  |
| Float Down (maximum lift to ground level) | 2.7 seconds  |  |
| Total Cycle Time                          | 11.5 seconds |  |

Note: All cycle times listed are with cylinder snubbing turned off.

## Service Refill Capacities

|                                   |         |          |
|-----------------------------------|---------|----------|
| Fuel Tank                         | 154.0 L | 40.7 gal |
| Cooling System                    | 21.5 L  | 5.7 gal  |
| Engine Crankcase                  | 8.8 L   | 2.3 gal  |
| Axles:                            |         |          |
| Front                             | 17 L    | 4.5 gal  |
| Rear                              | 17 L    | 4.5 gal  |
| Hydraulic System (including tank) | 98.0 L  | 25.9 gal |
| Hydraulic Tank                    | 55.0 L  | 14.5 gal |
| Transmission                      | 3.4 L   | 0.9 gal  |
| Diesel Exhaust Fluid (DEF) Tank   | 18.9 L  | 5.0 gal  |

- DEF used in Cat SCR systems must meet the requirements outlined in the International Organization for Standardization (ISO) standard 22241-1.

## Transmission

|                           |         |          |
|---------------------------|---------|----------|
| Forward and Reverse:      |         |          |
| Low Range, Speed Range 1* | 10 km/h | 6.3 mph  |
| Low Range, Speed Range 2  | 20 km/h | 12.5 mph |
| High Range                | 40 km/h | 25 mph   |

\*Creeper Control allows speed control from a stand still up to 10 km/h (6.3 mph). The Creeper Control will only work in Range 1.

## Tires

|                                                                                                                                                                                                                                                                                                                                                                                            |                          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| Standard Size                                                                                                                                                                                                                                                                                                                                                                              | 17.5-25 12PR             |
| Other Choices Include:                                                                                                                                                                                                                                                                                                                                                                     | 17.5-25 12PR L2          |
|                                                                                                                                                                                                                                                                                                                                                                                            | 17.5-R25 XHA * L3        |
|                                                                                                                                                                                                                                                                                                                                                                                            | 17.5-R25 * L2/L3 PC RM   |
|                                                                                                                                                                                                                                                                                                                                                                                            | 17.5-25 16PR L3, 3PC Rim |
|                                                                                                                                                                                                                                                                                                                                                                                            | 17.5-25 GY L2/L3         |
|                                                                                                                                                                                                                                                                                                                                                                                            | 17.5-25 12PR L2, SNOW    |
|                                                                                                                                                                                                                                                                                                                                                                                            | Flexport™                |
| <ul style="list-style-type: none"> <li>• Other tire choices are available. Contact your Cat dealer for details.</li> <li>• In certain applications, the loader's productive capabilities may exceed the tire's tonnes-km/h (ton-mph) capabilities.</li> <li>• Caterpillar recommends that you consult a tire supplier to evaluate all conditions before selecting a tire model.</li> </ul> |                          |

## Cab

|      |                                                        |
|------|--------------------------------------------------------|
| ROPS | SAE J1040 MAY94, ISO 3471-1994                         |
| FOPS | SAE J/ISO 3449 APR98, Level II, ISO 3449 1992 Level II |

- Cab and Rollover Protective Structures (ROPS) are standard in North America and Europe.
- The declared dynamic operator sound pressure levels per ISO 6396:2008\*, when properly installed and maintained, is 77 dB(A).
- The labelled sound power level for the CE marked configurations when measured according to the test procedure and conditions specified in 2000/14/EC is 103 dB(A).

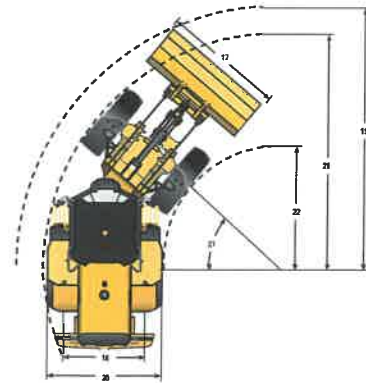
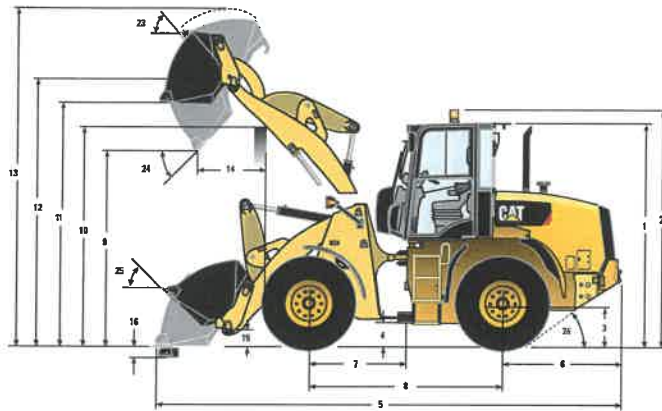
\*The measurements were conducted with the cab doors and windows closed.

## Axles

|       |                                 |
|-------|---------------------------------|
| Front | Fixed                           |
|       | Locking differential (standard) |
| Rear  | Oscillating ±11 degrees         |
|       | Locking differential (standard) |

# 918M Compact Wheel Loader

**Dimensions and Operating Specifications** (All dimensions are approximate. Dimensions vary with bucket and tire choice.)



|                                         | Standard Lift – IT |           | Standard Lift – ISO |           | Standard Lift – PO |           |
|-----------------------------------------|--------------------|-----------|---------------------|-----------|--------------------|-----------|
| ** 1 Height: Ground to Cab              | 3110 mm            | 10'2"     | 3110 mm             | 10'2"     | 3110 mm            | 10'2"     |
| ** 2 Height: Ground to Beacon           | 3300 mm            | 10'9"     | 3300 mm             | 10'9"     | 3300 mm            | 10'9"     |
| ** 3 Height: Ground Axle Center         | 640 mm             | 2'1"      | 640 mm              | 2'1"      | 640 mm             | 2'1"      |
| ** 4 Height: Ground Clearance           | 438 mm             | 1'5"      | 438 mm              | 1'5"      | 438 mm             | 1'5"      |
| * 5 Length: Overall                     | 6652 mm            | 21'9"     | 6708 mm             | 22'0"     | 6583 mm            | 21'7"     |
| 6 Length: Rear Axle to Bumper           | 1615 mm            | 5'3"      | 1615 mm             | 5'3"      | 1615 mm            | 5'3"      |
| 7 Length: Hitch to Front Axle           | 1350 mm            | 4'5"      | 1350 mm             | 4'5"      | 1350 mm            | 4'5"      |
| 8 Length: Wheel Base                    | 2700 mm            | 8'10"     | 2700 mm             | 8'10"     | 2700 mm            | 8'10"     |
| * 9 Clearance: Bucket at 45 degrees     | 2838 mm            | 9'3"      | 2800 mm             | 9'2"      | 2882 mm            | 9'5"      |
| ** 10 Clearance: Load over Height       | 3381 mm            | 11'1"     | 3381 mm             | 11'1"     | 3381 mm            | 11'1"     |
| ** 11 Clearance: Level Bucket           | 3562 mm            | 11'8"     | 3562 mm             | 11'8"     | 3563 mm            | 11'8"     |
| ** 12 Height: Bucket Pin                | 3818 mm            | 12'6"     | 3818 mm             | 12'6"     | 3818 mm            | 12'6"     |
| ** 13 Height: Overall                   | 4847 mm            | 15'10"    | 4882 mm             | 16'0"     | 4825 mm            | 15'9"     |
| * 14 Reach: Bucket at 45 degrees        | 933 mm             | 3'0"      | 974 mm              | 3'2"      | 881 mm             | 2'10"     |
| 15 Carry Height: Bucket Pin             | 353 mm             | 1'1"      | 345 mm              | 1'1"      | 353 mm             | 1'1"      |
| ** 16 Dig Depth                         | 61 mm              | 2.4"      | 61 mm               | 2.4"      | 60 mm              | 2.3"      |
| 17 Width: Bucket                        | 2401 mm            | 7'10"     | 2401 mm             | 7'10"     | 2401 mm            | 7'10"     |
| 18 Width: Tread Center                  | 1800 mm            | 5'10"     | 1800 mm             | 5'10"     | 1800 mm            | 5'10"     |
| 19 Turning Radius: Over Bucket          | 5410 mm            | 17'8"     | 5425 mm             | 17'9"     | 5390 mm            | 17'8"     |
| 20 Width: Over Tires                    | 2259 mm            | 7'4"      | 2259 mm             | 7'4"      | 2259 mm            | 7'4"      |
| 21 Turning Radius: Outside of Tires     | 4877 mm            | 16'0"     | 4877 mm             | 16'0"     | 4877 mm            | 16'0"     |
| 22 Turning Radius: Inside of Tires      | 2563 mm            | 8'5"      | 2563 mm             | 8'5"      | 2563 mm            | 8'5"      |
| 23 Rack Angle at Full Lift              | 55 degrees         |           | 55 degrees          |           | 55 degrees         |           |
| 24 Dump Angle at Full Lift              | 47 degrees         |           | 47 degrees          |           | 47 degrees         |           |
| 25 Rack Angle at Carry                  | 44 degrees         |           | 44 degrees          |           | 44 degrees         |           |
| 26 Departure Angle                      | 33 degrees         |           | 33 degrees          |           | 33 degrees         |           |
| 27 Articulation Angle                   | 40 degrees         |           | 40 degrees          |           | 40 degrees         |           |
| *Tipping Load – Straight (ISO 14397-1)  | 6903 kg            | 15,219 lb | 6740 kg             | 14,859 lb | 7272 kg            | 16,032 lb |
| *Tipping Load – Full Turn (ISO 14397-1) | 5825 kg            | 12,837 lb | 5681 kg             | 12,524 lb | 6157 kg            | 13,574 lb |
| *Breakout Force                         | 8480 kg            | 18,695 lb | 7933 kg             | 17,489 lb | 9113 kg            | 20,091 lb |
| *Operating Weight                       | 9469 kg            | 20,876 lb | 9491 kg             | 20,924 lb | 9282 kg            | 20,463 lb |

Dimensions listed are for a machine configured with general purpose bucket, bolt-on cutting edges, 80 kg (176 lb) operator, and 17.5 R25 (L2) tires.



# 918M Compact Wheel Loader

## STANDARD EQUIPMENT

### POWER TRAIN

- Cat C4.4 ACERT engine:
  - Common rail fuel injection
  - Tier 4 Final/Stage IV
- Caterpillar NO<sub>x</sub> reduction system
- Fuel: Ultra Low Sulphur Diesel @ <15 ppm EPA/<10 ppm EU
- Engine oil: CJ-4
- Electric fuel pump with 4 micron filtration
- S-O-S<sup>SM</sup> port, transmission oil
- Hydrostatic transmission, 20 km/h (12.5 mph)
- Lube for life universal joints
- Forward – Neutral – Reverse on joystick
- 100% locking differentials
- Air cleaner, radial seal, dual filters
- Cooling fan, on demand
- Tires 17.5-25 12PR
- Integrated cyclone precleaner

### LOADER END

- Parallel lift, optimized Z-bar loader

### REGIONAL STANDARDS (as required)

- Back-up alarm
- Chocks, bucket tooth or edge
- Decals, roading speed
- Beacon
- Reflectors, roading
- Camera, rearview

### HYDRAULICS

- Two valve, single lever joystick
- Diagnostic pressure taps
- S-O-S port, hydraulic oil
- Variable displacement piston pump
- Cylinder damping at kickout and end stops

### ELECTRICAL

- 150 amp alternator
- Single 850 CCA maintenance free battery
- Roading lights
- Battery disconnect switch

### FLUIDS

- Extended life coolant antifreeze, protected to -36° C (-33° F)
- Cat Advanced HYDO 10 hydraulic oil

### CHASSIS

- Front and rear fenders
- Lockable engine enclosure
- Recovery hitch
- Vandalism protection – locked service points

### OPERATOR ENVIRONMENT

- ROPS/FOPS cab, pressurised and sound suppressed
- Implement lockout
- Electro-hydraulic implement controls
- Gauges:
  - Engine coolant temperature
  - Hydraulic oil temperature
  - Fuel level
  - Speedometer
  - Digital hour meter
  - DEF level indicator
- Warning system indicators:
  - Emission malfunction
  - Air filter restriction
  - Brake charge pressure low
  - Engine malfunction
  - Park brake applied
  - Electrical system voltage flow
  - Hydraulic oil filter bypass
  - Action indicator
- Seat:
  - Fabric or vinyl
  - Adjustable height, backrest, armrest
- Heater/defroster
- Tinted front glass, laminated
- Adjustable steering column
- Rear window defrost
- Lockable storage box
- Internal 12V power source
- External 12V power source

## OPTIONAL EQUIPMENT

### POWER TRAIN

- Secondary steering
- Sound suppression, EU Prep Package
- Extreme temperature engine coolant
- High speed option 40 km/h (25 mph)
- 918M tire options:
  - 17.5-25 12PR L2
  - 17.5-R25 XHA \* L3
  - 17.5-R25 \* L2/L3 PC RM
  - 17.5-25 16PR L3, 3PC Rim
  - 17.5-25 GY L2/L3
  - 17.5-25 12PR L2, SNOW
  - Flexport<sup>TM</sup>

### LOADER END

- Integrated tool carrier coupler
- Wide (ISO) coupler

### HYDRAULICS

- Three valve, single lever joystick
- Four valve, single lever joystick
- High flow, third valve

### ELECTRICAL

- Halogen lights, front and rear
- LED work lights, front and rear
- Heavy duty battery package
- Work tool wiring harness

### FLUIDS

- Biodegradable hydraulic oil

### CHASSIS

- Lockable toolbox
- Fenders, mud flaps

### OPERATOR ENVIRONMENT

- ROPS/FOPS canopy or cab
- Premium heated, air suspension seat
- Heater and air conditioner
- Feature Package: Road/Load/Road & Load. Dependent on package selection, features included are:
  - Adjustable Rimpull
  - Ride Control
  - Adjustable Ground Speed Control
  - Implement Modulation
  - Hystat Aggressiveness
  - Throttle Lock and Adjust
  - Automatic Loader lift and bucket kickouts adjustable in cab
- Cat radio (Bluetooth)
- Rear blind
- Security system
- Retractable seat belt 75 mm (3")
- Rearview camera and screen (standard in EU)
- Product Link<sup>TM</sup>

For more complete information on Cat products, dealer services, and industry solutions, visit us on the web at [www.cat.com](http://www.cat.com)

© 2016 Caterpillar  
All rights reserved

Materials and specifications are subject to change without notice. Featured machines in photos may include additional equipment. See your Cat dealer for available options.

CAT, CATERPILLAR, SAFETY.CAT.COM, their respective logos, "Caterpillar Yellow" and the "Power Edge" trade dress, as well as corporate and product identity used herein, are trademarks of Caterpillar and may not be used without permission.

AEHQ7803-01 (05-2016)  
Replaces AEHQ7803  
(EU, NACD)





Optimize loadout, track productivity  
and prevent overloading

## **LOADRITE Wheel Loader Scales**



# The LOADRITE Advantage



Site and fleet managers want to achieve maximum value from existing equipment by utilizing it in the most efficient manner. The key to making effective decisions is having the right information available. LOADRITE loader scales are more than just an onboard scale. They provide an easy way to capture information on your loading process right where it takes place - on the loader.

## Superior weighing technology for consistency

LOADRITE rotary position sensor continuously monitors boom position over the entire lift allowing multiple measurement points. Multi-point weighing allows variations in weights calculated to be averaged out or even discarded if outside tolerance levels. These variances can be caused by inexperienced operators or weighing on rough ground. Legal for Trade upgrade option, allows you to legally sell product direct from your loader, which saves money and facilitates easy invoicing by effectively transforming the loader into a mobile scale house (weighbridge); especially valuable for mobile or remote sites. Available in selected markets, including Europe, Canada, Australia, New Zealand, South Africa. Not available in the USA.

## Simpler user interface for easier operation

The LOADRITE screen display is uncluttered and only relays pertinent information to the operator when required. This enables the operator to concentrate on what they do best without unnecessary distraction: loading trucks.

## Active Tip Off to optimize truck loading

The Active Tip Off feature allows the loader operator to adjust the last bucket load at any height. This is possible due to the LOADRITE rotary position sensor which allows the scales to compensate for boom position.

## Customer-centric and machine-centric

InsightHQ (web based) and Materials Management System (for PC) reporting platforms are specifically designed for loading and quarrying operations. LOADRITE can track the stockpile inventory levels and loader tasks (e.g. stockpiling vs. loadout, when using data fields). LOADRITE reports on key metrics of their quarry operation - pit processing, and loadout, empower quarry managers to optimize their production, not just a scales on a loader.

## Trusted weighing specialist

Since 1979, LOADRITE scales have been recognized as the industry leader for loader scales worldwide. Because of the LOADRITE reputation for product quality, superior service and support, major aggregate producers established their standard operation procedures around LOADRITE scales. Top manufacturers refer to LOADRITE as their preferred scale option for mixed fleets.



## LOADRITE WHEEL LOADER PRODUCT RANGE:



Three year parts and one year service warranty



One year parts and one year service warranty.

### L2180

The LOADRITE L2180 is the world's most popular loader scale model. It offers an accurate and consistent payload measurement every time. Consistent weighing performance is just as important as accuracy to efficient loading operation. The L2180 delivers the next dimension of consistent weighing performance.

### L2150

The L2150 is a user-friendly weighing system designed to be easy to use with fast access to menus and data. So that all your trucks will be loaded to the right weight first time. Data entry and logging features allow you to monitor the efficiency and productivity of any front end loader operation.



# The world leader in onboard weighing

## LOADRITE LEADS THE WAY

- ▶ Trimble LOADRITE has been the leader in the field of payload weighing and measurement since 1979
- ▶ LOADRITE onboard scales ensure optimal loading and quality data for productivity analysis
- ▶ LOADRITE systems are installed on wheel loaders, excavators, conveyor belts and other equipment across a range of industries—construction, aggregate, mining, waste management, and more
- ▶ LOADRITE systems are installed and supported worldwide and are now part of the portfolio of site wide productivity solutions from Trimble

The accuracy you can expect from a LOADRITE weighing system is demonstrated by “Legal for Trade” approval in many countries around the world.



## What can loader scales bring to your business?

### Increase productivity

- ▶ Prevent truck turnarounds at the weighbridge, reducing cycle times
- ▶ Sell more product without adding equipment or personnel
- ▶ Achieve consistent loading from machine operators, regardless of experience

### Improve profits

- ▶ Eliminate double handling of material by loading right first time
- ▶ Avoid overload fines by ensuring trucks are loaded to the correct value
- ▶ Reduce haulage costs by avoiding unnecessary trips caused by under loading

### Control costs

- ▶ Minimise fuel usage of loaders and trucks and maximise tonnes per litre
- ▶ Maximise the utilisation of the machinery already on site by identifying unused capacity

### Benchmark operator productivity

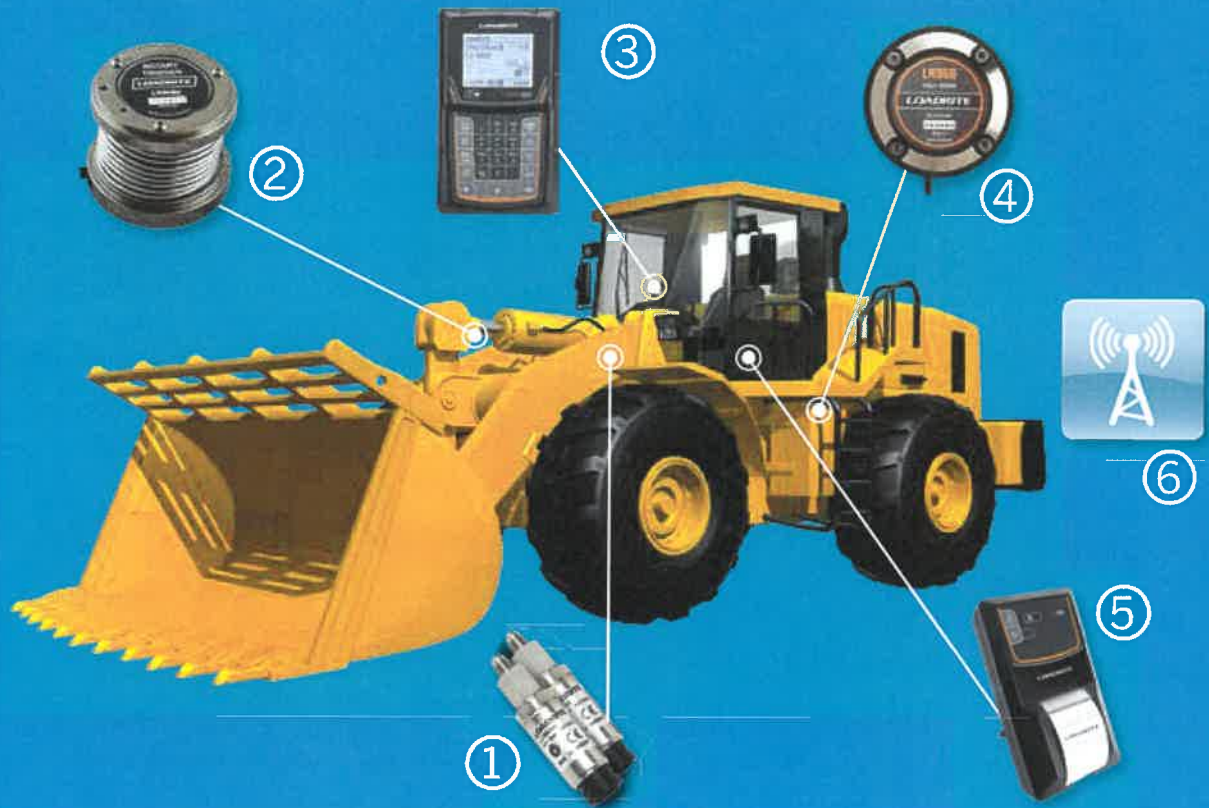
- ▶ Benchmark operator performance/efficiency
- ▶ Improve overall equipment effectiveness
- ▶ Monitor reasons for delays

### Process improvement

- ▶ Track individual machine utilisation
- ▶ Know inventory and stock levels
- ▶ Monitor machine stress to schedule preventative maintenance



## HOW IT WORKS



1. **Pressure Transducers:** The pressure transducers connect to the loader's hydraulic system. They sense the hydraulic pressure in the lift cylinders as the load is lifted.
2. **Triggers:** triggers offer precision sensing throughout the lift cycle to ensure reliable and repeatable dynamic weighing.
3. **Indicator:** Rugged design and programmed with proprietary weighing software, the LOADRITE indicator provides an intuitive interface to the weighing system.
4. **Slope Compensation Kit:** Specially designed to compensate for ground slope and enable the indicator to deliver superior accuracy on uneven ground (optional).
5. **Printer:** See your site's productivity with the ruggedized printer providing hard copy receipts for printing of daily and weekly productivity and performance reports (optional).
6. **Data Communication:** Data communication solutions including data module, WiFi, radio, or 3G modem with GPS. The 3G modem with GPS option connects the scale to InsightHQ reporting portal so that you can check your site productivity and performance at anytime and anywhere. (optional).

# Reporting solutions

With the LOADRITE loader scales tracking your tonnes per hour, cycle times, and total tonnage moved has never been easier. Track productivity data from your LOADRITE equipment to an in-cab printer, MMS for your PC, Visionlink, or to your mobile device using InsightHQ.

Data can be sent direct from mobile equipment to LOADRITE's online reporting platform, InsightHQ, using either cellular modem, WiFi, radio, or a combination of these options. InsightHQ provides visibility to respond to issues, optimize productivity, availability and performance in real time.

LOADRITE loader scales are also fully compatible with Trimble's powerful PC-based Material Management System (MMS), which features customizable reporting and advanced data management designed to meet the needs of your ever changing business.

## PRINTER: LP930/LP950 (OPTIONAL)

Time stamped and dated hard copies of payload information printed either in the cab or in the office.

Printers provide single or duplicate tickets for a range of data including

- ▶ Daily product totals
- ▶ Daily customer totals
- ▶ Daily truck totals
- ▶ Summary/detailed customized data



- 1 Company name
- 2 Date and time
- 3 Customer name
- 4 Truck ID
- 5 Product name
- 6 Vehicle ID

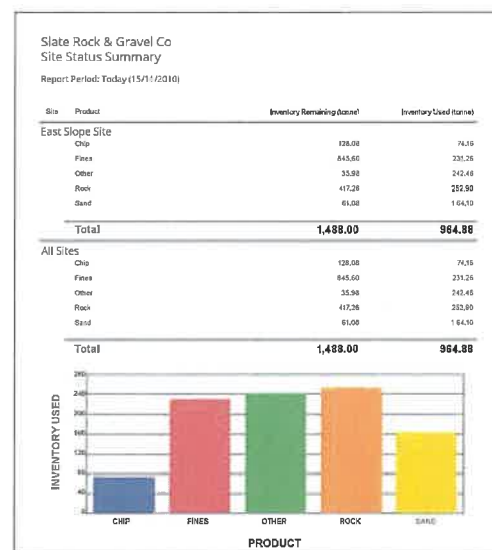
- 7 Docket ID
- 8 Payload weights
- 9 Total truck load weight (lb, ton, kg, tonne)

## SOFTWARE: MATERIAL MANAGEMENT SYSTEM (MMS) (OPTIONAL)

The LOADRITE MMS brings data from mobile equipment into management information reporting designed specifically for the needs of your business.

A powerful combination of highly accurate LOADRITE onboard scales, an array of data-communication options, and easy-to-use reporting software bring this information to your fingertips.

The result is a range of intuitive reports used to monitor productivity, stock movement and machine utilisation.







## WEB: INSIGHTHQ

InsightHQ is quarry management portal for your web browser or mobile device. It shows near real time productivity, availability, machine and material location via performance dashboards and reports.

InsightHQ provides visibility to respond to issues, optimize productivity, availability and performance in real time. It provides access to live reports at your fingertips, with totals for each customer, product and machine. To view changes over time, you can adjust reports to suit either the shift, day, week, month or year.

Now with LOADRITE you can understand productivity, act immediately and see improvements during the shift, no more waiting to get back to the office.



## IN CAB: PERFORMANCE METRICS

Trimble introduces a new range of metrics to empower the operator to perform. These metrics help the operator improve accuracy and efficiency each day, compare with personal bests and provide a real-time star rating. Metrics cover loading accuracy, consistency, safety to encourage operators to monitor performance and improve.



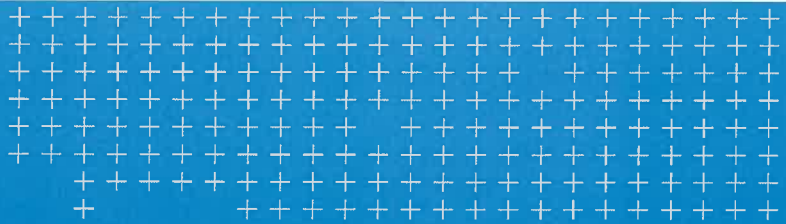
*In-cab metrics feedback to the operator during the shift*



*Operators are given a rating to quickly understand performance*



*Performance data is stored to allow the operator to compare performance vs. previous, average and best shift*



# Trimble: Transforming the Way the World Works

Trimble provides the tools and support for the extraction, processing, loadout, distribution phases of quarry production information for more efficient operations and higher profits. Contact your local dealer today to learn how easy it is to utilize technology that makes significant improvements to the aggregates workflow, optimize production, improve efficiency and lower your operating costs.



**YOUR TRIMBLE LOADRITE PROVIDER**

Trimble Loadrite Auckland Ltd.  
45 Patiki Road, Avondale, Auckland 1026  
PO Box 19623, Avondale, Auckland 1746  
New Zealand  
Tel: +64 9 820 7720  
Fax: +64 9 820 7721  
[info@loadritescales.com](mailto:info@loadritescales.com)  
[www.loadritescales.com](http://www.loadritescales.com)



## City of Roeland Park Wheel Loader Bid Results 1-26-2018

| Manufacturer | Model   | Vendor      | Base Price w/<br>standard<br>features | Option1: Ride<br>Control | Option 2:<br>Quick<br>Coupler | Option 3:<br>Bucket<br>Scale | Option 4:<br>Backup<br>Camera | Option 5: 3 yr<br>warranty | Total Cost<br>(Including all<br>Options) | Trade Value Offered for<br>1994 CAT Loader | Estimated<br>Value of 1994<br>CAT Loader | Budget<br>for New<br>Loader |
|--------------|---------|-------------|---------------------------------------|--------------------------|-------------------------------|------------------------------|-------------------------------|----------------------------|------------------------------------------|--------------------------------------------|------------------------------------------|-----------------------------|
| Doosan       | ALT20-5 | CSTK        | 117,126.00                            |                          | 3,894.00                      | 6,500.00                     | 1,632.00                      | 1,921.00                   | 131,073.00                               | 10,000.00                                  | \$ 20,000                                | \$ 90,000                   |
| CATERPILLAR  | 918M    | Foley       | 116,441.00                            |                          |                               | 7,445.00                     |                               | 2,748.00                   | 126,634.00                               | 9,698.00                                   | \$ 20,000                                | \$ 90,000                   |
| Case 2017    | 521G    | VLP         | 117,976.00                            |                          |                               | 6,295.00                     | 1,100.00                      |                            | 125,371.00                               | 14,000.00                                  | \$ 20,000                                | \$ 90,000                   |
| Case 2018    | 521G    | VLP         | 119,925.00                            | 1,975.00                 | 4,568.00                      | 6,295.00                     | 696.00                        |                            | 133,459.00                               | 14,000.00                                  | \$ 20,000                                | \$ 90,000                   |
| Deere        | 444K    | Murphy      | 120,768.00                            | 1,800.00                 | 6,735.00                      | 10,500.00                    | 600.00                        | not included               | 140,403.00                               | 8,000.00                                   | \$ 20,000                                | \$ 90,000                   |
| No Bid       |         | VanKoepel   |                                       |                          |                               |                              |                               |                            | No Bid                                   |                                            | \$ 20,000                                | \$ 90,000                   |
| Hitachi      | 62Z-7   | Kirby Smith | 128,292.00                            | 3,500.00                 | 3,343.00                      | 9,157.00                     | 1,700.00                      | 2,508.00                   | 148,500.00                               | 13,300.00                                  | \$ 20,000                                | \$ 90,000                   |

\* NOTE- Blank Spaces represent options included in the base price with standard equipment\*

| Ownership Cost Comparison Between A New Loader and Purchasing a Used Loader: |                                                                                     |  |  | Used            | New: Lowest Base Bid w/no options         |
|------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|--|--|-----------------|-------------------------------------------|
| Purchase Price:                                                              | Used Loader: 5 or less years old, 3,000 hours or less, comparable size and capacity |  |  | \$ 90,000.00    | 116,441                                   |
| Estimated Useful life of loader in years=                                    |                                                                                     |  |  | 15              | 20                                        |
| Estimated Residual Value at end of useful life=                              |                                                                                     |  |  | \$ 27,000       | \$ 34,932                                 |
| Estimated Depreciation Expense Per Year=                                     |                                                                                     |  |  | \$ 4,200        | \$ 4,075                                  |
| Estimated Maintenance Expense Per Year=                                      |                                                                                     |  |  | \$ 787          | \$ 748                                    |
| Estimated Total Cost of Ownership Per Year=                                  |                                                                                     |  |  | <u>\$ 4,987</u> | <u>\$ 4,823</u>                           |
|                                                                              |                                                                                     |  |  |                 | 1994 Cat Purchase Price \$ 56,000         |
|                                                                              |                                                                                     |  |  |                 | 1994 CAT Residual Value \$ 20,000         |
|                                                                              |                                                                                     |  |  |                 | Residual Value as % of Purchase Price 36% |







Item Number: Consent Agenda- II.-C.  
Committee 2/19/2018  
Meeting Date:



## City of Roeland Park

### Action Item Summary

---

Date: 10/13/2017  
Submitted By: Jose Leon, Director of Public Works  
Committee/Department: Public Works  
Title: **Ordinance 957 - Mobilitie Franchise Agreement**  
Item Type: Ordinance

#### **Recommendation:**

**Staff recommends the Governing Body move this agreement to Council for approval.**

#### **Details:**

Ordinance 957 is the franchise agreement allowing Mobilitie Investments III, LLC a contract franchise to construct, operate, and maintain a telecommunications system as a competitive infrastructure provider in the City of Roeland Park. The franchise agreement application cost is \$2,000 which will be paid to the City of Roeland Park. Two methods of collecting a franchise fee are reflected in the agreement a standard 5% of gross receipts (same rate as other franchises) and a per antenna installation fee method. Mobilitie is a wireless telecommunications provider to other telecommunications providers, where they do not market service directly to individual customers, which renders a gross receipts franchise structure ineffective. Their antennas are placed in the right of way on street light and electric distribution system poles. Therefore this franchise also provides for a franchise fee applied to each antenna. The franchise fee per antenna proposed is the same fee adopted by other JOCO cities recently (Olathe, Lenexa, Overland Park, Leawood, Prairie Village). The fee is included in the proposed fee resolution, which is shown as a separate action item accompanying the franchise agreement and the pole attachment agreement.

This franchise agreement will be managed through the Right of Way permit process as other franchise agreements are managed.

#### **Recent Legislation Impacting Wireless Telecom Regulations by City's:**

At the tail end of 2016 Roeland Park updated its Right of Way Management section of the code (Section 13-8) [https://library.municode.com/ks/roeland\\_park/codes/code\\_of\\_ordinances?](https://library.municode.com/ks/roeland_park/codes/code_of_ordinances?)

nodeId=CHXIIIISTSI\_ART8RI-WMA

As well as some related sections of the Zoning regulations, Communications Facilities primarily (Section 16-11) [https://library.municode.com/ks/roeland\\_park/codes/code\\_of\\_ordinances?](https://library.municode.com/ks/roeland_park/codes/code_of_ordinances?nodeId=CHXVIZOSURE_ART11COFA)

nodeId=CHXVIZOSURE\_ART11COFA

This was in response to a law which went into affect 7/1/16, HB 2131

[http://www.kslegislature.org/li\\_2016/b2015\\_16/measures/documents/hb2131\\_enrolled.pdf](http://www.kslegislature.org/li_2016/b2015_16/measures/documents/hb2131_enrolled.pdf)

We made these changes to comply with the new law while retaining what control we had left over managing the right of way. Neil Shortledge (prior City Attorney) worked on the changes and he participated in joint meetings with other JOCO City Attorneys to arrive at a consistent.

KS communities retain control over what may be placed in the right of way or easements, based upon safety and reasonable development standards.

A municipality may not unreasonably withhold approval of a franchise agreement (the tool which gives a company approval to locate facilities in the right of way). Mobilitie will be held to the same design standards as all other telecom providers, treating all equally is one of the main issues telecom legislation focuses on. We are at the stage of approving a franchise with Mobilitie, they will subsequently submit plans for facilities they propose to install and we will review those plans to determine if they comply with our ROW management ordinance and the zoning ordinance.

We are not obligated to extend a pole attachment agreement, however doing so in no way diminishes the City's ability to control what gets hung on the poles. In fact, the pole attachment agreement adds to the City's influence over installation of facilities.

#### Financial Impact

|                               |                    |
|-------------------------------|--------------------|
| Amount of Request: 0          |                    |
| Budgeted Item?                | Budgeted Amount: 0 |
| Line Item Code/Description: 0 |                    |

#### Additional Information

Council questions and Mobilitie Answers (in Red) from prior workshop:

- Can we see pictures of the infrastructure you are wanting to place on our poles? Preferably what it looks like on another community's pole. (SEE ATTACHMENT) KCPL makes us utilize a small meter box but all of the other equipment will be on the pole (note that in the picture, the green transformer equipment was existing).

- Is this for cellular or wifi service? This particular project is for Sprint so it's cellular but our agreement would allow future builds for any other carriers.

- In what other cities in JOCO has mobilitie deployed their system? We have sites up in KCMO, Independence, Olathe, etc. We have sites in the pre-construction permitting process with just

about everyone – Lenexa, Shawnee, KCK, Leawood, etc.

- How many locations are you anticipating in Roeland Park, Kansas? Our customer is Sprint and we currently only have 1 site proposed in Roeland Park. Location on Birch Street just south of Sycamore Drive.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

**ATTACHMENTS:**

| Description                                                                       |                                            | Type       |
|-----------------------------------------------------------------------------------|--------------------------------------------|------------|
|  | Ordinance 957                              | Cover Memo |
|  | Picture of Mobilitie Antenna on Light Pole | Cover Memo |

## **ORDINANCE NO. 957**

**AN ORDINANCE GRANTING TO MOBILITIE, LLC, A NEVADA LIMITED LIABILITY COMPANY, A CONTRACT FRANCHISE TO CONSTRUCT, OPERATE AND MAINTAIN WIRELESS FACILITIES AS A WIRELESS INFRASTRUCTURE PROVIDER, AS PROVIDED IN K.S.A. 66-2019, IN THE CITY OF ROELAND PARK, KANSAS.**

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

### **SECTION 1. DEFINITIONS.**

For the purposes of this Ordinance the following words and phrases shall have the meaning given herein. When not inconsistent within the context, words used in the present tense include the future tense and words in the single number include the plural number. The word "shall" is always mandatory, and not merely directory.

- a. "City" - means the City of Roeland Park, Kansas.
- b. "Contract franchise" - means this Ordinance granting the right, privilege and franchise to Grantee to provide Wireless Services within the City.
- d. "Facilities" - means the Grantee's antennas, accessory equipment, wireless facilities, small cell facilities, transmission equipment, distributed antenna system, and any wireless support structure (all as such terms are defined or described in K.S.A. 66-2019, as amended), as well as associated cables, wires, lines, towers, and fiber comprising the Grantee's System located within the Public Rights of Way, and to the extent permitted under any applicable laws, that are designed and constructed for the purpose of producing, receiving, amplifying, or distributing Wireless Services.
- e. "Grantee" - means Mobilitie, LLC, a Nevada Limited Liability Company authorized to do business in Kansas, a Wireless Services Provider providing Wireless Services within the City. References to Grantee shall also include as appropriate any and all successors and assigns.
- f. "Gross Revenue" means and includes any and all income and other consideration of whatever nature in any manner gained or derived by Grantee or its affiliates from or in connection with the provision of competitive infrastructure and Wireless Services through Grantee's Facilities, either directly by Grantee or indirectly through its affiliates, to customers of such Wireless Services within the City, including any imputed revenue derived from commercial trades and barter equivalents to the full retail value of goods and services provided by Grantee. Gross Revenue shall not include: (a) sales, ad valorem, or other types of "add-on" taxes, levies, or fees calculated by gross receipts or gross revenues which might have to be paid to or collected for federal, state, or local government (b) non-collectable amounts due Grantee or its affiliates; (c) refunds or rebates; (d) non-operating revenues such as interest income or gain from the sale of an asset; (e) payments, reimbursements or pass-throughs from third parties to Grantee for utility charges, taxes and

other pass through expenses or in connection with maintenance work performed or equipment installed by Grantee; (f) site acquisition, construction management, or supervision fees related to the installation of the Grantee's Facilities; and (g) contributions of capital by any third party to reimburse Grantee in whole or in part for the installation of the Grantee's Facilities.

- g. "Public Right-of-Way" - means only the area of real property in which the City has a dedicated or acquired right-of-way interest in the real property. It shall include the area on, below or above the present and future streets, alleys, avenues, roads, highways, parkways or boulevards dedicated or acquired as right-of-way. The term does not include the airwaves above a right-of-way with regard to Wireless Services or other non-wire telecommunications or broadcast service, easements obtained by utilities or private easements in platted subdivisions or tracts. The term does not include infrastructure located within the Public Rights of Way owned by the City or other third-parties, such as poles, ducts or conduits.
- h. "Wireless Infrastructure Provider" means any person that build or installs transmission equipment, wireless facilities or wireless support structures, but that is not a Wireless Service Provider as described in K.S.A. 66-2019(b)(20).
- i. "Wireless Services" –means "personal wireless services" and "personal wireless services facilities" as defined in 47 U.S.C. §332(c)(7)(C), including commercial mobile services as defined in 47 U.S.C. §332(d), provided to personal mobile communication devices through wireless facilities or any fixed or mobile wireless services provided using wireless facilities, as described in K.S.A. 66-2019(b)(19).

## **SECTION 2. GRANT OF CONTRACT FRANCHISE.**

- a. There is hereby granted to Grantee this nonexclusive Contract franchise to construct, maintain, extend and operate its Facilities along, across, upon or under any Public Right-of-Way for the purpose of supplying Wireless Services as a Wireless Infrastructure Provider within the corporate boundaries of the City, for the term of this Contract franchise, subject to the terms and conditions of this Contract franchise.
- b. The grant of this Contract franchise by the City shall not convey title, equitable or legal, in the Public Right-of-Way, and shall give only the right to occupy the Public Right-of-Way, for the purposes and for the period stated in this Contract franchise. This Contract franchise does not:
  - (1) Grant the right to use Facilities or any other property, related to Wireless Services or otherwise, owned or controlled by the City or a third-party, without the consent of such party;
  - (2) Grant the authority to construct, maintain or operate any Facility or related appurtenance on property owned by the City outside of the Public Right-of-Way, specifically including, but not limited to, parkland property, City Hall property or public works facility property; or

- (3) Excuse Grantee from obtaining appropriate access or attachment agreements before locating its Facilities on the Facilities owned or controlled by the City or a third-party.
- c. As a condition of this grant, Grantee is required to obtain and is responsible for any necessary permit, license, certification, grant, registration or any other authorization required by any appropriate governmental entity, including, but not limited to, the City, the Federal Communications Commission (“FCC”) or the Kansas Corporation Commission (“KCC”). Grantee shall also comply with all applicable laws, statutes and/or City regulations (including, but not limited to those relating to the construction and use of the Public Right-of-Way or other public or private property).
- d. Grantee shall not provide any additional services for which a franchise is required by the City without first obtaining a separate franchise from the City or amending this Contract franchise, and Grantee shall not knowingly allow the use of its Facilities by any third party in violation of any federal, state or local law. In particular, this Contract franchise does not provide Grantee the right to provide cable service as a cable operator (as defined by 47 U.S.C. § 522 (5)) within the City. Grantee agrees that this franchise does not permit it to operate an open video system without payment of fees permitted by 47 U.S.C. § 573(c)(2)(B) and without complying with FCC regulations promulgated pursuant to 47 U.S.C. § 573.
- e. This authority to occupy the Public right-of-way shall be granted in a competitively neutral and nondiscriminatory basis and not in conflict with state or federal law.

### **SECTION 3. USE OF PUBLIC RIGHT-OF-WAY.**

- a. Pursuant to K.S.A. 66-2019, and amendments thereto, and subject to the provisions of this Contract franchise, Grantee shall have the right to construct, maintain and operate its Facilities along, across, upon and under the Public Right-of-Way. Such Facilities shall be so constructed and maintained as not to obstruct or hinder the usual travel or public safety on such public ways or obstruct the legal use by other utilities.
- b. Grantee’s use of the Public Right-of-Way shall always be subject and subordinate to the reasonable public health, safety and welfare requirements and regulations of the City. The City may exercise its powers in its administration and regulation related to the management of the Public Right-of-Way; provided that any such exercise must be competitively neutral and may not be unreasonable or discriminatory. Grantee shall be subject to all applicable laws and statutes, and/or rules, regulations, policies, resolutions and ordinances (hereinafter “Laws”) adopted by the City, relating to the construction and use of the Public right-of-way, including, but not limited to the City’s ordinance for managing the use and occupancy of the Public Right-of-way, codified at \_\_\_\_\_, Code of City of Roeland Park, Kansas, and amendments thereto and the City’s zoning and land-use laws to specifically include the City’s Unified Development Ordinance and related rules and regulations and amendments thereto, to the extent such laws do not conflict with or are preempted by any Federal law or regulation.



- c. Grantee shall participate in the Kansas One Call utility location program.

#### **SECTION 4. COMPENSATION TO THE CITY.**

In consideration of this Contract franchise, Grantee agrees to remit to the City an annual franchise fee of 5% of Gross Revenues. To determine the franchise fee, Grantee shall calculate its Gross Revenues and multiply such amount by 5%.

- a. Grantee shall pay on a monthly basis without requirement for invoice or reminder from the City, and within 45 days of the last day of the month for which the payment applies, franchise fees due and payable to the City. If any franchise fee, or any portion thereof, is not postmarked or delivered on or before the due date, interest thereon shall accrue from the due date until received, at the applicable statutory interest rate.
- b. Upon written request by the City, but no more than once per calendar quarter, Grantee shall submit to the City a statement, executed by an authorized officer of Grantee or his or her designee, showing the amount of Gross Revenues for the period covered by the statement, and the manner in which the franchise fee was calculated.
- c. No acceptance by the City of any franchise fee shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of any franchise fee payment be construed as a release of any claim of the City.
- d. The City shall have the right to examine, upon not less than seven (7) business days written notice to Grantee, no more often than once per calendar year, those records necessary to verify the correctness of the franchise fees paid by Grantee.
- e. Unless previously paid, within sixty (60) days of the effective date of this Contract franchise, Grantee shall pay to the City a one-time application fee of Two Thousand Dollars (\$2000.00). The parties agree that such fee reimburses the City for its reasonable, actual and verifiable costs of reviewing and approving this Contract franchise.
- f. The franchise fee required herein shall be in addition to, not in lieu of, all taxes, charges, assessments, licenses, fees and impositions otherwise applicable that are or may be imposed by the City under K.S.A. 12-2001 and 66-2019, and amendments thereto. The franchise fee is compensation for use of the Public Right-of-Way and shall in no way be deemed a tax of any kind.

#### **SECTION 5. INDEMNITY AND HOLD HARMLESS.**

It shall be the responsibility of Grantee to take adequate measures to protect and defend its Facilities in the Public Right-of-Way from harm or damage. If Grantee fails to accurately or timely locate Facilities when requested, in accordance with the Kansas Underground Utility Damage Prevention Act, K.S.A. 66-1801 et seq., it has no claim for costs or damages against the City and its authorized contractors unless such parties are responsible for the harm or damage caused by their negligence or intentional misconduct. The City and its authorized contractors shall be

responsible to take reasonable precautionary measures including observing marker posts when working near Grantee's Facilities.

Grantee shall indemnify and hold the City and its officers and employees harmless against any and all claims, lawsuits, judgments, costs, liens, losses, expenses, fees (including reasonable attorney fees and costs of defense), proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including personal or bodily injury (including death), property damage or other harm for which recovery of damages is sought, to the degree that it is found by a court of competent jurisdiction to be caused by the negligence, gross negligence or wrongful act of Grantee, any agent, officer, director, representative, employee, affiliate or subcontractor of Grantee, or its respective officers, agents, employees, directors or representatives, while installing, repairing or maintaining Facilities in the Public Right-of-Way.

If Grantee and the City are found jointly liable by a court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws of this state without, however, waiving any governmental immunity available to the City under state law and without waiving any defenses of the parties under state or federal law. This section is solely for the benefit of the City and Grantee and does not create or grant any rights, contractual or otherwise, to any other person or entity. Grantee or City shall promptly advise the other in writing of any known claim or demand against Grantee or the City related to or arising out of Grantee's activities in the Public right-of-way.

#### **SECTION 6. INSURANCE REQUIREMENT AND PERFORMANCE BOND.**

- a. During the term of this Contract franchise, Grantee shall obtain and maintain insurance coverage at its sole expense, with financially reputable insurers that are licensed to do business in the State of Kansas. Should Grantee elect to use the services of an affiliated captive insurance company for this purpose, that company shall possess a certificate of authority from the Kansas Insurance Commissioner. Grantee shall provide not less than the following insurance:
  - (1) Workers' compensation as provided for under any worker's compensation or similar law in the jurisdiction where any work is performed with an employers' liability limit equal to the amount required by law.
  - (2) Commercial general liability, including coverage for contractual liability and products completed, operations liability on an occurrence basis and not a claims made basis, with a limit of not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage liability. The Grantee may meet the policy limit requirements above in combination with commercial general liability policies and umbrella liability policies. The City shall be included as an additional insured with respect to liability arising from Grantee's operations under this Contract franchise.
- b. As an alternative to the requirements of subsection (a), Grantee may demonstrate to the satisfaction of the City that it is self-insured and as such Grantee has the ability to provide coverage in an amount not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in aggregate, to protect the City from and against all

claims by any person whatsoever for loss or damage from personal injury, bodily injury, death or property damage occasioned by Grantee, or alleged to so have been caused or occurred.

- c. Grantee shall, as a material condition of this Contract franchise, prior to the commencement of any work and prior to any renewal thereof, deliver to the City a certificate of insurance or evidence of self-insurance, satisfactory in form and content to the City, evidencing that the above insurance is in force and will not be cancelled or materially changed with respect to areas and entities covered without first giving the City thirty (30) days prior written notice. Grantee shall make available to the City on request the policy declarations page and a certified copy of the policy in effect, so that limitations and exclusions can be evaluated for appropriateness of overall coverage.
- d. Grantee shall, as a material condition of this Contract franchise, prior to the commencement of any work and prior to any renewal thereof, deliver to the City a performance bond in the amount of \$50,000, payable to the City to ensure the appropriate and timely performance in the construction and maintenance of Facilities located in the Public right-of-way. The required performance bond must be with good and sufficient sureties, issued by a surety company authorized to transact business in the State of Kansas, and satisfactory to the City Attorney in form and substance.

## **SECTION 7. REVOCATION AND TERMINATION.**

In case of failure on the part of Grantee to comply with any of the provisions of this Contract franchise, or if Grantee should do or cause to be done any act or thing prohibited by or in violation of the terms of this Contract franchise, Grantee shall forfeit all rights, privileges and franchise granted herein, and all such rights, privileges and franchise hereunder shall cease, terminate and become null and void, and this Contract franchise shall be deemed revoked or terminated, provided that said revocation or termination, shall not take effect until the City has completed the following procedures: Before the City proceeds to revoke and terminate this Contract franchise, it shall first serve a written notice upon Grantee, setting forth in detail the neglect or failure complained of, and Grantee shall have sixty (60) days thereafter in which to comply with the conditions and requirements of this Contract franchise. If at the end of such sixty (60) day period the City deems that the conditions have not been complied with, the City shall take action to revoke and terminate this Contract franchise by an affirmative vote of the City Council present at the meeting and voting, setting out the grounds upon which this Contract franchise is to be revoked and terminated; provided, to afford Grantee due process, Grantee shall first be provided reasonable notice of the date, time and location of the City Council's consideration, and shall have the right to address the City Council regarding such matter. Nothing herein shall prevent the City from invoking any other remedy that may otherwise exist at law. Upon any determination by the City Council to revoke and terminate this Contract franchise, Grantee shall have thirty (30) days to appeal such decision to the District Court of Johnson County, Kansas. This Contract franchise shall be deemed revoked and terminated at the end of this thirty (30) day period, unless Grantee has instituted such an appeal. If Grantee does timely institute such an appeal, such revocation and termination shall remain pending and subject to the court's final judgment. Provided, however, that the failure of Grantee to comply with any of the provisions of this Contract franchise or the doing or causing to be done by Grantee of anything prohibited by or in violation of the terms of this Contract franchise

shall not be a ground for the revocation or termination thereof when such act or omission on the part of Grantee is due to any cause or delay beyond the control of Grantee or to bona fide legal proceedings.

## **SECTION 8. RESERVATION OF RIGHTS.**

- a. The City specifically reserves its right and authority as a customer of Grantee and as a public entity with responsibilities towards its citizens, to participate to the full extent allowed by law in proceedings concerning Grantee's rates and services to ensure the rendering of efficient Wireless Service and any other services at reasonable rates, and the maintenance of Grantee's property in good repair.
- b. In granting its consent hereunder, the City does not in any manner waive its regulatory or other rights and powers under and by virtue of the laws of the State of Kansas as the same may be amended, its powers under the Constitution of the State of Kansas, nor any of its rights and powers under or by virtue of present or future ordinances of the City.
- c. In granting its consent hereunder, Grantee does not in any manner waive its regulatory or other rights and powers under and by virtue of the laws of the State of Kansas as the same may be amended, or under the Constitution of the State of Kansas, nor any of its rights and powers under or by virtue of present or future ordinances of the City.
- d. In entering into this Contract franchise, neither the City's nor Grantee's present or future legal rights, positions, claims, assertions or arguments before any administrative agency or court of law are in any way prejudiced or waived. By entering into the Contract franchise, neither the City nor Grantee waive any rights, but instead expressly reserve any and all rights, remedies, and arguments the City or Grantee may have at law or equity, without limitation, to argue, assert, and/or take any position as to the legality or appropriateness of any present or future laws, non-franchise ordinances and/or rulings.

## **SECTION 9. FAILURE TO ENFORCE.**

The failure of either the City or the Grantee to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this Contract franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by the City or the Grantee unless said waiver or relinquishment is in writing and signed by both the City and the Grantee.

## **SECTION 10. TERM AND TERMINATION DATE.**

- a. This Contract franchise shall be effective for a term beginning on the effective date of this Contract franchise and ending on \_\_\_\_\_, 2028. Thereafter, this Contract franchise will automatically renew for up to fifteen (15) additional one-year (1) terms, unless either party notifies the other party in writing of its intent to terminate the Contract franchise at least ninety (90) days before the termination of the then current term. The

additional terms shall be deemed a continuation of this Contract franchise and not as a new franchise or amendment.

- b. Upon written request of either the City or Grantee, this Contract franchise shall be renegotiated at any time in accordance with the requirements of state law upon any of the following events: changes in federal, state, or local laws, regulations, or orders that materially affect any rights or obligations of either the City or Grantee, including but not limited to the scope of the Contract franchise granted to Grantee or the compensation to be received by the City hereunder.
- c. Amendments under this Section, if any, shall be made by contract franchise ordinance as prescribed by statute. This Contract franchise shall remain in effect according to its terms, pending completion of any review or renegotiation provided by this section.
- d. In the event the parties are actively negotiating in good faith a new contract franchise ordinance or an amendment to this Contract franchise upon the termination date of this Contract franchise, the parties by written mutual agreement may extend the termination date of this Contract franchise to allow for further negotiations. Such extension period shall be deemed a continuation of this Contract franchise and not as a new contract franchise ordinance or amendment.

## **SECTION 11. POINT OF CONTACT AND NOTICES**

Grantee shall at all times maintain with the City a local point of contact who shall be available at all times to act on behalf of Grantee in the event of an emergency. Grantee shall provide the City with said local contact's name, address, telephone number, fax number and e-mail address. Emergency notice by Grantee to the City may be made by telephone to the City Clerk or the Public Works Director. All other notices between the parties shall be in writing and shall be made by personal delivery, depositing such notice in the U.S. Mail, Certified Mail, return receipt requested, or by facsimile. Any notice served by U.S. Mail or Certified Mail, return receipt requested, shall be deemed delivered five (5) calendar days after the date of such deposit in the U.S. Mail unless otherwise provided. Any notice given by facsimile is deemed received by the next business day. "Business day" for purposes of this section shall mean Monday through Friday, City and/or Grantee observed holidays excepted.

### **The City:**

The City of Roeland Park  
Attn: City Clerk  
4600 West 51<sup>st</sup> Street  
Roeland Park, Kansas 66205  
(913) 722-2600  
(913) 722-3713 fax

### **Grantee:**

Mobilitie, LLC  
660 Newport Center Drive,  
Suite 200  
Newport Beach, CA 92660  
Attn: Management  
(877) 999-7070  
[assetmgmt@mobilitie.com](mailto:assetmgmt@mobilitie.com)

### **With copy to:**

Mobilitie, LLC

660 Newport Center Drive, Suite 200  
Newport Beach, CA 92660  
Attn: Legal Department  
877-999-7070  
[legal@mobilitie.com](mailto:legal@mobilitie.com)

or to replacement addresses that may be later designated in writing.

## **SECTION 12. TRANSFER AND ASSIGNMENT.**

This Contract franchise is granted solely to the Grantee and shall not be transferred or assigned without the prior written approval of the City; provided that such transfer or assignment may occur without written consent of the City to a wholly owned parent or subsidiary, or between wholly owned subsidiaries, or to an entity with which Grantee is under common ownership or control, upon written notice to the City. In the event of any transfer or assignment of either this Contract franchise or Grantee's business or assets, Grantee shall: timely notify the City of the successor entity; provide a point of contact for the successor entity; and advise the City of the effective date of the transfer or assignment. Additionally, Grantee's obligations under this Contract franchise with regard to indemnity, bonding and insurance shall continue until the transferee or assignee has taken the appropriate measures necessary to assume and replace the same, the intent being that there shall be no lapse in any coverage as a result of the transfer or assignment.

## **SECTION 13. CONFIDENTIALITY.**

Information provided to the City under this Contract franchise shall be governed by confidentiality procedures in compliance with K.S.A. 45-215, 60-432 and 66-1220a, et seq., and amendments thereto. Grantee agrees to indemnify and hold the City harmless from any and all penalties or costs, including attorney's fees, arising from the actions of Grantee, or of the City, at the written request of Grantee, in seeking to safeguard the confidentiality of information provided by Grantee to the City under this Contract franchise.

## **SECTION 14. ACCEPTANCE OF TERMS.**

Grantee shall have sixty (60) days after the final passage and approval of this Contract franchise to file with the City Clerk its acceptance in writing of the provisions, terms and conditions of this Contract franchise, which acceptance shall be duly acknowledged before some officer authorized by law to administer oaths; and when so accepted, this Contract franchise and acceptance shall constitute a contract between the City and Grantee subject to the provisions of the laws of the state of Kansas, and such contract shall be deemed effective on the date Grantee files acceptance with the City or publication of this Contract franchise in accordance with applicable laws (the "Effective Date").

## **SECTION 15. PAYMENT OF PUBLICATION COSTS.**

In accordance with Kansas statutes, Grantee shall be responsible for payment of all costs and expense of publishing this Contract franchise, and any amendments thereof.

**SECTION 16. SEVERABILITY.**

If any clause, sentence, or section of this Contract franchise, or any portion thereof, shall be held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared invalid; provided, however, the City or Grantee may elect to declare the entire Contract franchise invalidated if the portion declared invalid is, in the judgment of the City or Grantee, an essential part of the Contract franchise.

**SECTION 17. FORCE MAJEURE.**

Each and every provision hereof shall be reasonably subject to acts of God, fires, strikes, riots, floods, war and other disasters beyond Grantee's or the City's control.

PASSED by the Governing Body of the City of Roeland Park this 19th day of February, 2018.

APPROVED by the Mayor this 19th day of February, 2018.

CITY OF ROELAND PARK, KANSAS

\_\_\_\_\_  
Mike Kelly, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Kelley Bohon, City Clerk

\_\_\_\_\_  
Steve Mauer City Attorney







Item Number: Consent Agenda- II.-D.  
Committee 2/19/2018  
Meeting Date:



**City of Roeland Park**  
Action Item Summary

Date: 10/13/2017  
Submitted By: Jose Leon, Director of Public Works  
Committee/Department: Public Works Committee  
Title: **Mobilitie Pole Attachment Agreement**  
Item Type: Agreement

**Recommendation:**

**Staff recommends for the Governing Body to move the Master License Agreement with Mobilitie, LLC to Council for approval.**

**Details:**

The Master License Agreement (pole attachment agreement) spells out the terms of use for Mobilitie to place their antennas on City owned poles. The fee proposed is per antenna installed and is the same fee recently adopted by other JOCO cities for Mobilitie (Leawood, Overland Park, Priie Village, Lenexa, Olathe). The fee has already been incorporated into our Fee Resolution which was adopted in December of 2017.

Financial Impact

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

Additional Information

The City is not obligated to extend a pole attachment agreement, however doing so in no way

diminishes the City's ability to control what gets hung on our poles. In fact, the pole attachment agreement adds to the City's influence over installation of facilities.

The franchise agreement and pole attachment agreement were developed by City Attorneys from Johnson County communities to ensure consistency of the documents post adoption of HB 2131.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

#### **ATTACHMENTS:**

| Description                                                                                                            | Type            |
|------------------------------------------------------------------------------------------------------------------------|-----------------|
|  Master License Agreement - Mobilitie | Backup Material |

**MASTER LICENSE AGREEMENT  
FOR ATTACHMENTS TO CITY FACILITIES  
MOBILITIE, LLC**

This Master License Agreement for Attachments to City Facilities ("Agreement") dated \_\_\_\_\_, 2017 (the "Effective Date") is made by and between the CITY OF ROELAND PARK, KANSAS (the "City"), and MOBILITIE, LLC, a Nevada limited liability company ("Licensee") (collectively referred to as the "Parties").

**RECITALS**

WHEREAS, Licensee obtained a contract franchise by the City's adoption and Licensee's acceptance of City Ordinance No. \_\_\_\_\_, which permits Licensee to install, maintain and operate certain facilities within the City's right-of-way and to pay franchise fees for such privilege; and

WHEREAS, the City owns, operates and maintains certain Facilities located in the City; and

WHEREAS, Licensee proposes to install and maintain Licensee's Attachments on or within City Facilities to provide Communications Services; and

WHEREAS, the City is willing to grant Licensee a non-exclusive, revocable license under which the City will issue Permits authorizing the placement or installation of Licensee's Attachments on or within specified City Facilities, provided that the City may in its sole reasonable discretion, for reasons relating to insufficient capacity, safety, reliability, generally applicable engineering purposes or other governmental needs, uses, obligations and reasons, refuse to issue a Permit for any particular City Facility so long as Licensee is treated in a competitively neutral and non-discriminatory manner as compared with other similarly situated third-parties; and

WHEREAS, the City's lease of Facilities is a commercial transaction involving the rental of City property and the City's intention to act in a non-discriminatory manner notwithstanding, such commitment shall only apply to this Agreement when viewed as a whole and nothing herein shall be construed as a requirement that any other license agreements be identical. Nor shall it be construed as an obligation to proactively ensure competitive neutrality or prevent the City from obtaining in-kind consideration in instances where it is mutually agreeable to the parties.

NOW, THEREFORE, in consideration of the above recitals and the following mutual covenants, agreements, and obligations of the Parties, which constitute good and valuable consideration, the sufficiency of which is acknowledged, and with the intention to be legally bound hereby, the City and Licensee agree as follows:

**1. DEFINITIONS**

For the purposes of this Agreement, the following terms, phrases, words, and their derivations, shall have the meaning given herein, unless more specifically defined within a specific Article or Paragraph of this Agreement. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

- 1.1 **Affiliate:** when used in relation to Licensee, means another entity that owns or controls, is owned or controlled by, or is under common ownership or control with Licensee.
- 1.2 **Applicable Standards:** means all applicable engineering and safety standards governing the installation, maintenance and operation of equipment and the performance of all work in or around City Facilities and includes the most current versions of National Electric Safety Code (“NESC”), the National Electrical Code (“NEC”), and the regulations of the Occupational Safety and Health Administration (“OSHA”), each of which is incorporated by reference in this Agreement, and/or other reasonable safety and engineering requirements of the City or other federal, State or local authority with jurisdiction over City Facilities.
- 1.3 **Attaching Entity:** means any public or private entity, including Licensee, who, pursuant to a valid authorization with the City, places an Attachment on or within City Facilities to provide Communications Service.
- 1.4 **Attachment(s):** means Licensee’s Communications Equipment that is placed directly on or within City Facilities. For billing purposes an Attachment is counted for each antenna together with the associated cables and small-cell equipment.
- 1.5 **Capacity:** means the ability of a City Facility to accommodate an additional Attachment based on Applicable Standards, including space and loading considerations.
- 1.6 **City Facilities or Facilities:** means City-owned Street Lights, poles, rooftops, or Conduits, and associated property, that are capable of accommodating Communications Equipment in accordance with Applicable Standards. Provided, however, no Attachments will be allowed on any traffic control signal (as defined in the Manual on Uniform Traffic Devices).
- 1.7 **City right-of-way:** means only the area of real property in which the City has a dedicated or acquired right-of-way interest in the real property. It shall include the area on, below or above the present and future streets, alleys, avenues, roads, highways, parkways or boulevards dedicated or acquired as right-of-way. The term does not include the airwaves above a right-of-way with regard to wireless telecommunications or other non-wire telecommunications or broadcast service, easements obtained by utilities or private easements in platted subdivisions or tracts. The term does not include infrastructure located within the Public Rights of Way owned by the City or other third-parties, such as poles, ducts or conduits.
- 1.8 **Communications Equipment:** means wireline or wireless equipment including but not limited to fiber optic, copper and/or coaxial cables, wireless antennas, receivers or transceivers, mounting hardware, power supplies, grounding or bonding wires, and other equipment utilized to provide Communications Service including any and all associated equipment.
- 1.9 **Communications Service:** means the transmission or receipt of voice, video, data, broadband Internet or other forms of digital or analog signals over Communications Equipment.
- 1.10 **Conduit System:** means the City’s conduits, Innerduct, manholes, handholes, vaults, pull-boxes and trenches.
- 1.11 **Contract Franchise:** means this Ordinance granting the right, privilege and franchise to Licensee to provide Communications services within the City.
- 1.12 **Gross Receipts:** means only those revenues derived from services provided within the corporate boundaries of the City which include: (A) Recurring local exchange service for

business and residence which includes basic exchange service, touch tone, optional calling features and measured local calls; (B) recurring local exchange access line services for pay phone lines provided by a telecommunications local exchange service provider to all pay phone service providers; (C) local directory assistance revenue; (D) line status verification/busy interrupt revenue; (E) local operator assistance revenue; (F) nonrecurring local exchange service revenue which shall include customer service for installation of lines, reconnection of service and charge for duplicate bills; and (G) RF telecommunications service revenue or any other operating revenue derived from leasing Mobilitie's dark fiber and indefeasible rights of use ("IRU") fees. All other revenues, including, but not limited to, revenues from extended area service, the sale or lease of unbundled network elements, nonregulated services, carrier and end user access, long distance, wireless telecommunications services, lines providing only data service without voice services processed by a telecommunications local exchange service provider, private line service arrangements, internet, broadband and all other services not wholly local in nature are excluded from gross revenues.

- 1.13 **Innerduct**: means flexible conduit installed inside a larger rigid conduit for the placement of wire or cable.
- 1.14 **Licensee**: means MOBILITIE, LLC, a Nevada Limited Liability Company, its authorized agents, successors, designees and assigns.
- 1.15 **Make-Ready Work**: means all work, as reasonably determined by the City, required to accommodate Licensee's Attachment and/or to comply with all Applicable Standards. Such work includes, but is not limited to, rearrangement of City Facilities or existing attachments, inspections, engineering work, permitting work, design, planning, construction, materials, cost of removal (less any salvage value), cost of expanding existing Conduit, cost of a (City-approved) substitution of light poles, tree trimming (other than tree trimming performed for normal maintenance purposes), Facility construction, or Conduit System clearing, but does not include routine maintenance.
- 1.16 **Permit**: means written or electronic authorization of the City for Licensee to make or maintain Attachments to specific City Facilities pursuant to the requirements of this Agreement and any applicable city code or regulation.
- 1.17 **Permit Application**: means the application for a Permit pursuant to the applicable requirements of this Agreement and any applicable city code or regulation.
- 1.18 **Post-Construction Inspection**: means the inspection by the City to determine and verify that the Attachments have been made in accordance with Applicable Standards and the Permit.
- 1.19 **Pre-Construction Survey**: means all work or operations required by Applicable Standards and/or the City to determine the potential Make-Ready Work necessary to accommodate Licensee's Communications Facilities on or within a City Facility. Such work includes, but is not limited to, field inspection and administrative processing.
- 1.20 **Reserved Capacity**: means capacity or space on or within a Facility that the City has identified and reserved for City or other governmental requirements, including, but not limited to, Johnson County, other municipalities and any local school districts.
- 1.21 **Site**: Each place where City Facilities for which Licensee obtains a Permit from the City pursuant to this Agreement for purposes of installing its Attachment.

- 1.22 **Street Light**: Each City-owned street light fixture and attached photocell, together with the lateral arm on which the street light fixture is mounted.
- 1.23 **Tag**: means to place distinct markers on wires and cables, coded by color or other means specified by the City and/or applicable federal, State or local regulations, that will readily identify the type of Attachment and its owner.

## **2. SCOPE OF AGREEMENT**

- 2.1 **Grant of License**. Subject to the provisions of this Agreement, the City hereby grants Licensee a revocable, nonexclusive license authorizing Licensee to install and maintain Permitted Attachments on or within specified City Facilities. Placement of Licensee's Attachments on or within any specific City Facility shall be at the reasonable discretion of the City so long as Licensee is treated in a competitively neutral and non-discriminatory manner as compared with other similarly situated third-parties.
- 2.2 **Conflicting Provisions**. In the event of any conflict between this Agreement and any Permit hereto, the terms and conditions of this Agreement, as amended from time to time, shall control.
- 2.3 **Permit Issuance Conditions**. The City will issue a Permit(s) to Licensee only when the City determines, in its sole judgment, exercised reasonably, that (i) it has sufficient Capacity to accommodate the requested Attachment(s), (ii) Licensee meets all requirements set forth in this Agreement, and (iii) such Permit(s) comply with all Applicable Standards. Notwithstanding, the City reserves the right to deny or modify Licensee access to any City Facilities, on a competitively-neutral and non-discriminatory basis, where City determines that Licensee's proposed attachment will (a) jeopardize the public health, safety or welfare, or (b) unreasonably limit or harm the capacity, functionality, reliability, governmental interests or aesthetics of City's Facilities, or (c) violate applicable zoning restrictions or other laws and regulations, or (d) exceed the capacity of the Facilities to include taking into consideration the reserved capacity of the Facilities, or (e) interfere with the City's intended use of the Facilities, and (f) interfere with any other reasonable governmental interest.
- 2.4 **In-Kind Compensation**. The Parties may by mutual agreement adjust the fees and charges specified in Article 3 to account for in-kind contributions from Licensee in the form of service to the City as is reasonably determined by the City to be valued as at least roughly comparable to the Attachment fees and charges.
- 2.5 **Reserved Capacity**. Access to space on City Facilities will be made available to Licensee with the understanding that City Facilities may be subject to Reserved Capacity for future governmental use. In such case the City may refuse to permit attachments on such Facilities or may within its discretion permit Attachments, subject to reclaiming its Reserved Capacity in the future. On giving Licensee at least one hundred and eighty (180) calendar days prior notice, the City may reclaim such Reserved Capacity if required for future governmental use. The City may within its reasonable discretion give Licensee the option to remove its Attachment(s) from the affected Facilities or to pay a proportional cost of any Make-Ready Work needed to expand Capacity to accommodate the governmental needs while at the same time maintaining the Licensee's Attachments on the affected Facilities.
- 2.6 **No Interest in Property**. No use, however lengthy, of any City Facilities, and no payment of any fees or charges required under this Agreement, shall create or vest in Licensee any easement or other ownership or property right of any nature in any portion of such Facilities.



Neither this Agreement, nor any Permit granted under this Agreement, shall constitute an assignment of any of the City's rights to City Facilities. Notwithstanding anything in this Agreement to the contrary, Licensee shall, at all times, be and remain a licensee only.

- 2.7 **Licensee's Right to Attach.** Nothing in this Agreement, other than a Permit issued pursuant to Article 6, shall be construed as granting Licensee any right to attach Licensee's Attachment(s) to or within any specific City Facility or portion of Facilities.
- 2.8 **City's Rights over Facilities.** The Parties agree that this Agreement does not in any way limit the City's right to locate, operate, maintain or remove its Facilities in the manner that will best enable it to fulfill any governmental requirements consistent with the terms and conditions provided herein..
- 2.9 **Expansion of Capacity.** The City may take steps as reasonably appropriate, in a competitively neutral manner, to expand Facilities to accommodate Licensee's request for Attachment. Notwithstanding the foregoing, nothing in this Agreement shall be construed to require the City to install, retain, extend or maintain any Facility or portion of City Facilities for use when such Facilities are not needed for the City's or any other governmental service requirements.
- 2.10 **Other Agreements.** Except as provided herein, nothing in this Agreement shall limit, restrict, or prohibit the City from fulfilling any agreement or arrangement regarding Facilities into which the City has previously entered, or may enter in the future, with others not party to this Agreement, provided that any such future attachments shall not interfere with Licensee's Attachments.
- 2.11 **No Use After Termination.** Nothing in this Agreement shall be construed to require the City to allow Licensee to use Facilities after the termination of this Agreement.
- 2.12 **Enclosures.** Nothing in this Agreement shall authorize Licensee to place above-ground pedestals, enclosures or cabinets at the base of any City Facilities upon which Licensee has made authorized Attachments.

### 3. FEES AND CHARGES

- 3.1 **Payment of Fees and Charges.** For authorized Attachments covered under this Agreement, Licensee shall pay to the City the fees and charges specified in the City's Resolution(s) of fees for all similarly-situated providers who have Communications Equipment on or within City Facilities. Licensee's payments shall comply with the terms and conditions specified herein. The above notwithstanding, the Parties may by mutual written agreement adjust the fees and charges specified to account for in-kind contributions from Licensee in the form of service to the City as is reasonably determined by the City to be valued as at least roughly comparable to the fees and charges.

**3.1.1** Fees and charges will consist of the following:

~~3.1.1~~

1. ~~Compensation to the City~~**Franchise Fee** – in consideration of this Contract franchise, Licensee agrees to remit to the City an annual franchise fee of 5% of Gross Revenues. To determine the franchise fee, Licensee shall calculate its Gross Revenues and multiple such amount by 5%.

Formatted: Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 72 pt + Indent at: 90 pt

2. Annual Attachment Fee – for the annual rental of the City’s Facilities. (City Resolutions may refer to the Annual Attachment Fee for City Conduit as the Annual Conduit Rental Fee.)

2. Franchise Application Fee – unless previously paid, within sixty (60) days of the effective date of this Contract franchise, Licensee shall pay to the City a one-time application fee of Two Thousand Dollars (\$2000.00). The parties agree that such fee reimburses the City for its reasonable, actual and verifiable costs of reviewing and approving this Contract franchise.
3. Permit Application Fee – to reimburse the City for costs incurred for project management services, review of the Permit Application, and Site design approval.
4. Make-Ready Work Costs – to reimburse the City for costs incurred by the City for any Make-Ready Work done to accommodate the Attachment on or within the City’s Facilities.
5. Inspection Fees – to reimburse the City for costs incurred with inspections of Licensee’s Attachments.
6. Unauthorized Attachment Penalty Fee – for Attachments made without City approval. Payment of this fee does not guarantee the Attachment may remain on the City Facility.
7. Failure to Timely Transfer, Abandon or Removal Facilities Penalty Fee (holdover fee).

3.2 **Payment Period.** Unless otherwise expressly provided, Licensee shall pay any invoice it receives from the City pursuant to this Agreement within thirty (30) calendar days after the City issues the invoice.

3.3 **Payment of Annual Attachment Fees.** Licensee shall pay all applicable Annual Attachment Fees without requirement for invoice or reminder from the City by January 1 of each year. The initial annual rental period shall commence upon the final approval of Licensee’s Permit and conclude on December 31 of the same year, and each subsequent annual rental period shall commence on the following January 1 and conclude on December 31 of the subsequent year. When remitting the Annual Attachment Fees, Licensee shall set forth the total number of the City’s Poles or portion of Conduit on/in which Licensee was issued and/or holds a Permit(s) for Attachments during such annual rental period, including any previously authorized and valid Permits.

3.4 **Refunds.** No fees and charges shall be refunded on account of any surrender of a Permit granted hereunder. Notwithstanding the forgoing, the City shall not continue to charge rent going forward for any Permit surrendered in the previous calendar year, and Licensee shall be entitled to a refund upon discovery of such a billing error.

3.5 **Inventory.** The City shall have the right to require a joint inventory of all Attachments no more frequently than once every three (3) years by the City and Licensee, unless both parties agree to a new inventory schedule. The cost of the inventory shall be shared equally between the City, Licensee and any other participating Attaching Entities, subject to the terms of any agreement with said Attaching Entities.

**3.6 Late Charge and Billing Dispute Resolution.**

**3.6.1** If the City does not receive payment for any fee, charges or other amount owed within when due and owing then, within fifteen (15) calendar days after notice of nonpayment sent to Licensee by City, Licensee shall pay interest to the City, at the rate of ten percent (10%) per month from and after the date of such notice on the amount due; provided, however, under no circumstance shall interest under this Agreement exceed the maximum interest allowable under applicable Kansas law. Billing disputes will be resolved in accordance with Section 22.1.

**3.7 Payment for Work.** Licensee will be responsible for payment to the City for all of the actual costs of all work the City or the City's contractors perform pursuant to this Agreement to accommodate Licensee's Attachments. When requested by Licensee, City agrees to provide Licensee with reasonable documentation to determine actual and estimated costs.

**3.8 Advance Payment.** The Permit Application Fee shall be due upon submission of the Permit Application. At the discretion of the City, Licensee may be required to pay in advance all reasonable costs, including but not limited to administrative, construction, inspections and Make-Ready Work Estimate, in connection with the initial installation or rearrangement of Licensee's Attachment pursuant to the procedures set forth in Articles 6 and 7 below. If the City does not exercise this option, the Make-Ready Work Estimate will be paid as set forth in Paragraph 7.2.

**3.9 True Up.** Wherever the City, at its discretion, requires advance payment of estimated expenses prior to undertaking an activity on behalf of Licensee and the actual cost of activity exceeds the advance payment of estimated expenses, Licensee shall pay the City for the difference in cost. To the extent that the actual cost of the activity is less than the estimated cost, the City shall refund to Licensee the difference in cost.

**3.10 Determination of Fees and Charges.** Wherever this Agreement requires Licensee to pay for work done or contracted by the City, the charge for such work shall include all reasonable material, labor, engineering and administrative costs and applicable overhead costs. The City shall bill its services based upon actual costs, and such costs will be determined in accordance with the City's cost accounting systems used for recording capital and expense activities. All such invoices shall include an itemization of dates of work, location of work, labor costs per hour, persons employed and materials used and cost of materials. If Licensee was required to perform work and fails to perform such work necessitating its completion by the City, the City may either charge an additional ten percent (10%) to its costs or, if applicable, assess the Failure to Timely Transfer, Abandon or Removal Facilities Penalty Fee. When requested by Licensee, the City agrees to provide Licensee with reasonable documentation to determine actual and estimated costs.

**3.11 Work Performed by City.** Wherever this Agreement requires the City to perform any work, Licensee acknowledges and agrees that the City, at its sole reasonable discretion, may utilize its employees or contractors, or any combination of the two to perform such work, or to permit the Licensee to perform the work. When requested by Licensee, the City agrees to provide Licensee with reasonable documentation to determine actual and estimated costs.

**3.12 Default for Nonpayment.** Nonpayment of any amount due under this Agreement beyond ninety (90) days shall constitute a material default of this Agreement.

**3.13 Incremental Property Taxes.** If the personal property, real property or ad valorem taxes payable by the City with respect to City Facilities or lands at a Site(s) are located on the basis

on which such taxes are calculated, increase following installation of the Attachment, Licensee shall reimburse the City for the portion of such increase or change attributable to any construction, installation or improvements provided pursuant to this Agreement. Licensee shall be solely responsible for, and shall pay in a timely manner, any personal property, real property or ad valorem taxes or other taxes or fees levied upon or with respect to the Attachment and other Licensee property located on the Site(s) that are billed directly to Licensee by the taxing authorities.

#### **4. SPECIFICATIONS**

**4.1 Installation/Maintenance of Attachment.** When a Permit is issued pursuant to this Agreement, Licensee's Attachment(s) shall be installed and maintained in accordance with the City's applicable requirements and specifications and all applicable federal, State and local laws, rules and regulations. All of Licensee's Attachments must comply with all Applicable Standards. Licensee shall be responsible for the installation and maintenance of its Attachments. Licensee shall, at its own expense, make and maintain its Attachments in safe condition and good repair, in accordance with all Applicable Standards; and Licensee shall replace, remove, reinforce or repair any defective Attachments (unless otherwise agreed to by the City in writing).

#### **4.2 Authorized Attachment(s) and Installation Methods.**

**4.2.1** The City must approve the Attachment(s) that Licensee is authorized to place on City Facilities. Except as authorized by the City in writing, only the Attachments depicted and described in the approved Permit Application may be attached to any City Facility; provided, however, that different internal components may be substituted as part of an upgrade of the Communications Equipment (assuming the external appearance remains the same); and further provided, that different Attachments of similar or smaller size may be substituted upon the filing of a description and design of the new devices at least fifteen (15) days in advance of such change and upon approval by the City. Provided, any said upgrade or substitution must maintain the structural integrity of the City's Facility, and Licensee will provide all necessary supporting documentation.

**4.2.2** Licensee shall make all reasonable effort to ensure the design, color, and aesthetics of the Attachment(s) blend with and do not contrast with the City Facility to which it is to be attached.

**4.2.3** In no event may Licensee or any of its subcontractors install or construct new City Facilities or modify or repair existing City Facilities except as may be expressly authorized by this Agreement or by an approved Permit, or as is otherwise authorized in writing by the City.

**4.2.4** Nothing in this Agreement shall be construed as a guaranty of the condition of any City Facility in connection with Licensee's Attachments or impose any obligation upon the City to repair or replace an existing City Facility in order to accommodate a request by Licensee to install an Attachment.

**4.3 Tagging.** Licensee shall Tag all of its Communications Equipment in accordance with any applicable federal, State and local regulations upon installation of such Attachment(s).

**4.4 Interference.** Licensee shall not allow its Attachment(s) to impair the ability of the City or any third party to use City Facilities, nor shall Licensee allow its Attachment(s) to interfere with the operation of any City or other governmental Facilities.

- 4.4.1 Licensee shall comply with all Federal Communications Commission ("FCC") and other federal, state and local laws, rules, orders and regulations and all directives of the relevant regulatory agencies that are applicable in connection with the installation and operation of Licensee's Attachments.
- 4.4.2 In the event that the installation, operation or maintenance of the Attachment(s), whether or not such operation is in compliance with the terms of Licensee's applicable FCC licenses, creates any interference with the operation of the City's or any other governmental entity's communication or other equipment, Licensee shall immediately, at Licensee's sole cost and expense, take such reasonable steps as may be necessary or recommended by the City or regulatory agencies to eliminate such interference. In the event that the installation, operation or maintenance of the Attachment(s) creates any interference with the operation of the pre-existing equipment of third parties using the Site pursuant to an agreement with the City or any other pre-existing uses of electronic equipment, Licensee shall immediately, at Licensee's sole cost and expense, take such reasonable steps as may be necessary to eliminate such interference in accordance with FCC or other applicable regulatory requirements. If Licensee is unable or refuses to eliminate such interference, the City may terminate Licensee's use of or right to use the Facility upon which such interfering Attachment is located, and Licensee shall promptly remove the Attachment from the Facility.
- 4.4.3 Notwithstanding the foregoing, if equipment installed on a Facility by any third party using the Facility pursuant to an agreement with the City subsequent to the installation of the Licensee's Attachment on the Site causes interference, either electronically or physically, with Licensee's previously installed Attachments then upon thirty (30) days written notice to the City, Licensee shall have the right to terminate the affected Permit.
- 4.5 **Protective Equipment.** Licensee, and its employees and contractors, shall utilize and install adequate protective equipment to ensure the safety of people and facilities.
- 4.6 **Violation of Specifications.** If Licensee's Attachment(s), or any part thereof, are installed, used or maintained in violation of this Agreement, and Licensee has not corrected the violation(s) within thirty (30) calendar days from receipt of written notice of the violation(s) from the City, the City at its option, may unilaterally correct such conditions. The City will attempt to notify Licensee in writing prior to performing such work whenever practicable. When the City reasonably believes, however, that such violation(s) pose an immediate threat to the safety of any person, interfere with the performance of the City's service obligations or pose an immediate threat to the physical integrity of City Facilities, the City may perform such work and/or take such action as it deems necessary without first giving written notice to Licensee. As soon as practicable thereafter, the City will advise Licensee of the work performed or the action taken. Licensee shall be responsible for all actual and reasonable costs incurred by the City in taking action pursuant to this Paragraph, and shall indemnify the City from liability for all such work, except to the extent of the City's negligence or intentional misconduct in connection with such liability.
- 4.7 **Restoration of City Service.** The City's service restoration requirements shall take precedence over any and all work operations of Licensee on City Facilities.
- 4.8 **Effect of Failure to Exercise Access Rights.** If Licensee does not exercise any access right granted pursuant to this Agreement and/or applicable Permit(s) within ninety (90) calendar

days of the effective date of such right and any extension thereof, the City may use the space scheduled for Licensee's Attachment(s) for its own needs or other Attaching Entities. In such instances, the City shall endeavor to make other space available to Licensee, upon written Permit Application per Article 6, as soon as reasonably possible and subject to all requirements of this Agreement, including the Make-Ready Work provisions. Licensee may obtain a refund on a *pro-rata* basis of any Annual Attachment Fees it has paid in advance with respect to expired Permits. For purposes of this Paragraph, Licensee's access rights shall not be deemed effective until any necessary Make-Ready Work has been performed.

## **5. PRIVATE AND REGULATORY COMPLIANCE**

- 5.1 Necessary Authorizations.** Licensee shall be responsible for obtaining from the appropriate public and/or private authority or other appropriate persons any required authorization to construct, operate and/or maintain its Communications Equipment on public and/or private property before it occupies any portion of City Facilities. The City retains the right to require evidence that appropriate authorization has been obtained before any Permit is issued to Licensee. Licensee's obligations under this Article 5 include, but are not limited to, its obligation to obtain all necessary approvals to occupy public/private rights-of-way, including, but not limited to, a franchise, any applicable FCC or KCC authorization, any ROW Permit, or any applicable zoning or land use approval, and to pay all costs associated therewith. Licensee shall defend, indemnify and reimburse the City for all loss and expense, including reasonable attorney's fees, that the City may incur as a result of claims by owners of private property, or other persons, that Licensee does not have sufficient rights or authority to attach Licensee's Communications Equipment on or within City Facilities or to provide particular Communications Services.
- 5.2 Lawful Purpose and Use.** Licensee's Attachments must at all times serve a lawful purpose, and the use of such Facilities must comply with all applicable federal, State and local laws, rules and regulations, including but not limited to the City Code and the City's zoning and land use ordinances. This Agreement is not a waiver of any City regulatory power or Licensee's obligation to meet any applicable City Code, law, rule or regulation.
- 5.3 No Forfeiture of City's Rights.** No Permit granted under this Agreement shall extend to any Facilities or portions thereof on/in which the attachment of Licensee's Attachment(s) would result in a forfeiture of the City's rights. Any Permit, which on its face would cover Attachments that would result in forfeiture of the City's rights, is invalid. Further, if any of Licensee's existing Attachments, whether installed pursuant to a valid Permit or not, would cause such forfeiture, Licensee shall, at its expense, promptly remove its Attachments upon receipt of written notice from the City. If the Attachments in question are not removed within thirty (30) days receipt of the City's written notice, the City may at its option perform such removal at Licensee's expense. Notwithstanding the forgoing, Licensee shall have the right to contest any such forfeiture before any of its rights are terminated under the Agreement provided that Licensee shall indemnify the City for any actual damages that may result during Licensee's challenge.
- 5.4 Effect of Consent to Construction/Maintenance.** Consent by the City to the construction or maintenance of any Attachments by Licensee shall not be deemed consent, authorization or an acknowledgment that Licensee has the authority to construct or maintain any other such Attachments. It is Licensee's responsibility to obtain all necessary approvals for each Attachment from all appropriate parties or agencies.



## **6. PERMIT APPLICATION PROCEDURES**

**6.1 Permit Required.** Licensee shall not install any Attachments on or within any City Facilities without first applying for and obtaining a Permit pursuant to the applicable City requirements. Attachments to or rights to occupy or utilize City property not covered by this Agreement, such as the lease and use of City-owned fiber optic capacity or any other City property must be separately negotiated.

**6.1.1** Unless otherwise agreeable to the parties, the Licensee shall submit a Permit Application for every proposed above-ground Site of Attachment that shall be accompanied by: (i) photos of the subject Facility and surrounding location; (ii) equipment specifications; (iii) a site sketch that depicts the proposed installation specifications such as attachment height, and attachment methods on the subject City Facility(ies); (iv) structural calculations; (v) traffic control plan for any work that includes temporary lane reduction or closure; and (vi) additional information which may be required by City as necessary.

**6.2 Professional Certification.** Unless otherwise waived in writing by the City, as part of the Permit Application process and at Licensee's sole expense, a qualified and experienced professional engineer, or an employee or contractor of Licensee who has been approved by the City, must participate in the Pre-Construction Survey, conduct the Post-Construction Inspection and certify that Licensee's Attachments can be and were installed on or within the identified Facilities in compliance with the standards in Paragraph 4.1 and in accordance with the Permit. The professional engineer's qualifications must include experience performing such work, or substantially similar work.

**6.3 City Review of Permit Application.** Upon receipt of a properly executed Permit Application, which shall include the Pre-Construction Survey, certified per Paragraph 6.2 above, and detailed plans for the proposed Attachments in a form acceptable to City staff, the City will review the Permit Application and discuss any issues with Licensee, including engineering or Make-Ready Work requirements associated with the Permit Application. The City acceptance of the submitted design documents does not relieve Licensee of full responsibility for any errors and/or omissions in the engineering analysis. Unless otherwise agreed the Permit Application process shall be consistent with the following timeline.

**6.3.1 Review Period.** The City shall review and respond to properly executed and complete Permit Applications within thirty (30) days of receipt; provided, the Parties agree and acknowledge that the grant or denial of Licensee's request may take longer than 30 days if the Parties are communicating and mutually proceeding diligently with the Permit Application in good faith. The City's response will either provide a written explanation as to why the Permit Application is being denied, either in whole or in part, or provide an approval and estimate of the costs of all necessary Make-Ready Work.

**6.3.2** Make-Ready work and access to Conduits shall be provided on a mutually agreeable, reasonable, and timely basis.

**6.3.3** City may toll the time period for completion of Make-Ready Work by written notice in order to respond to severe storms, natural disasters or other emergency situations.

6.4 **Permit as Authorization to Attach.** Upon completion of any necessary Make-Ready Work and receipt of payment for such work, the City will sign and return the Permit Application, which shall serve as authorization for Licensee to make its Attachment(s).

7. **MAKE-READY WORK/INSTALLATION**

7.1 **Make-Ready Survey.** When the City receives an attachment or placement request from Licensee, a make-ready survey (the "Make-Ready Survey") may be necessary, at Licensee's cost, to determine the adequacy or the capacity of the City Facilities to accommodate Licensee's Communications Equipment without jeopardizing the safety of the City Facilities or placing the City in violation of generally applicable zoning or other restrictions. Licensee shall be responsible for performing and paying all actual costs associated with the Make-Ready Survey. The City may perform a field inspection and structural analysis as part of the Make-Ready Survey. The City shall provide reasonable advance notice of such a field inspection and a representative of Licensee has the right to be present for the inspection.

7.2 **Make-Ready Work.**

7.2.1 Except where the City denies the application, whenever any City Facility to which Licensee seeks attachment or occupancy requires modification or replacement to accommodate both Licensee's Attachment and the existing attachments or equipment of the City and other Attaching Entities, the City, at Licensee's cost, will provide Licensee with a detailed, good faith estimate of Make-Ready Work (the "Make-Ready Estimate") the City believes to be necessary to prepare the City Facilities for Licensee's Attachment. All actual costs for Make-Ready Work will be performed at the sole cost and expense of Licensee. The City will use its best efforts to provide Licensee with the Make-Ready Estimate within thirty (30) days of Licensee's application. The Make-Ready Estimate shall include itemized estimates of the cost of each component of the Make-Ready Work. (See Paragraph 1.12 for defined components of Make-Ready Work.) Any reference to costs or expenses borne by Licensee within Paragraphs 7.1 and 7.2 shall include all third-party out of pocket expenses incurred by the City and may also include administrative time incurred by the City or expenses that third-party Attaching Entities are obligated to bear under pre-existing agreements.

7.2.2 After receiving the Make-Ready Estimate, if Licensee still desires to make the Attachment, Licensee may within ninety (90) days of receiving the Make-Ready Estimate elect by written notice to the City any of the following alternatives:

- (i) Offer the City the option to perform such Make-Ready Work as called for in the Make-Ready Estimate (the "Option"), and if the City, in its sole and reasonable discretion, agrees to perform such Make-Ready Work pursuant to the Option, Licensee will pay to the City fifty percent (50%) of the fees for Make-Ready Work specified by the Make-Ready Estimate (the "Down Payment"). Licensee shall pay an additional twenty-five percent (25%) of the Make-Ready Estimate when the City has completed one-half of the Make-Ready Work (the "Progress Payment"). Licensee shall pay the remaining twenty-five percent (25%) of the Make-Ready Estimate upon the City's completion of the Make-Ready Work. Notwithstanding this Subparagraph, the City, at its option, may require advanced payment of the entire Make-Ready Estimate per Paragraph 3.8.

- (ii) Licensee or Licensee's contractors may perform all the Make-Ready Work. The contractors shall be approved by the City to work on or in City Facilities. Approval shall be based upon reasonable and customary criteria employed by the City in the selection of its own contract labor.
- (iii) Licensee may retain its own contractors to perform part of the Make-Ready Work and utilize the City to perform part of the Make-Ready Work, but only where the City has, in its sole and reasonable discretion, agreed to such Option described in Subparagraph 7.2.2 (i). The parties shall reasonably agree what portion of the Make-Ready Work each party will perform through this joint-build option. In the event Licensee retains contractors to perform part of the Make-Ready Work and utilizes the City to perform part of the Make-Ready Work, Licensee shall adjust the payments described in Subparagraph 7.2.2 (i) to include only the costs of the itemized components of the Make-Ready Estimate to be performed by the City.

**7.2.3** If the City, in its sole and reasonable discretion, exercises its Option to perform any Make-Ready Work as described in Subparagraph 7.2.2 (i), the City shall use its best efforts to make sure that necessary Make-Ready Work, including the work necessary to rearrange the Attachments and equipment of other Attaching Entities, is completed within sixty (60) days from Licensee's remittal of the Down Payment. If Make-Ready Work is not completed by the City within the sixty (60) day period, any fees payable by Licensee for Make-Ready Work shall be waived and any Down Payment or Progress Payment in connection with such Make-Ready Work shall be refunded promptly to Licensee, and Licensee may retain its own contractors perform the Make-Ready Work.

If Licensee submits an application that affects existing Attaching Entities, the City will use commercially reasonable efforts to notify the existing Attaching Entities and coordinate the rearrangements of their Attachments. To the extent third-party equipment is affected by Licensee's application, the City will follow the procedure as described in Paragraphs 7.2.1, 7.2.2 and 7.2.3, but only to the extent such existing Attaching Entities do not elect to perform the rearrangement or are not already obligated to rearrange Attachments and bear the expense of such rearrangement and coordination under a pre-existing separate agreement.

**7.3** **Scheduling of Make-Ready Work.** In performing all Make-Ready Work to accommodate Licensee's Attachment, the City will endeavor to include such work in its normal work schedule. In the event Licensee requests that the Make-Ready Work be performed on a priority basis or outside of the City's normal work hours, Licensee agrees to pay any resulting increased costs. Nothing herein shall be construed to require performance of Licensee's work before other scheduled work or City service restoration.

**7.4** **Licensee's Installation/Removal/Maintenance Work.**

**7.4.1** All of Licensee's installation, removal and maintenance work shall be performed at Licensee's sole cost and expense, in a good and workmanlike manner, and must not adversely affect the structural integrity of City Facilities or other property or equipment, or other Attaching Entity's facilities or equipment attached thereto. All such work is subject to the insurance requirements of Article 18.

7.4.2 All of Licensee's installation, removal and maintenance work performed on or within City Facilities or in the vicinity of other City property, either by its employees or contractors, shall be in compliance with all applicable regulations specified in Paragraph 4.1. Licensee shall assure that any person installing, maintaining, or removing its Attachment(s) is fully qualified and familiar with all Applicable Standards, the provisions of Article 17, and the Specifications required by Article 4.

## 8. TRANSFERS

8.1 **Required Transfers of Licensee's Attachments.** If the City reasonably determines that a transfer of Licensee's Attachments is necessary, Licensee agrees to allow such transfer or remove the affected Attachment pursuant to Paragraph 12.2. In such instances, the City shall require Licensee to perform such transfer or removal at its own expense within thirty (30) calendar days after receipt of notice from the City. If Licensee fails to transfer its Equipment within thirty (30) calendar days after receiving such notice from the City, the City shall have the right to transfer Licensee's Equipment using its personnel and/or contractors. The costs of such transfers shall be apportioned as specified under Article 9. The City shall not be liable for damage to Licensee's Equipment except to the extent provided in Paragraph 16.1. The written advance notification requirement of this Paragraph shall not apply to emergency situations, in which case the City shall provide such advance notice as is practical given the urgency of the particular emergency situation. The City shall then provide written notice of any such actions taken within five (5) business days of the occurrence.

## 9. MODIFICATIONS AND/OR REPLACEMENTS

9.1 **Licensee's Action Requiring Modification/Replacement.** In the event that any City Facility to which Licensee desires to make Attachment(s) is unable to support or accommodate the additional Equipment in accordance with all Applicable Standards, the City will notify Licensee. If the City is willing to allow a modification or replacement of the City Facility to accommodate Licensee's Attachment, the City will notify Licensee of the necessary Make-Ready Work, and associated costs, to provide an adequate Facility, including but not limited to replacement of the Facility and rearrangement or transfer of the City's equipment, as well as the equipment of other Attaching Entities. Licensee shall be responsible for separately entering into an agreement with other Attaching Entities concerning the allocation of costs for the relocation or rearrangement of such entities' existing Attachments. If Licensee elects to go forward with the necessary changes, Licensee shall pay to the City the actual cost of any Make-Ready Work, performed by the City, per Paragraphs 3.9 and 7.2; provided, the City, at its discretion, may require advance payment of the entire cost. Licensee shall also be responsible for obtaining, and furnishing to the City before the commencement of any Make-Ready Work, agreements between Licensee and the other Attaching Entities concerning the relocation or rearrangement of their Attachments and the costs involved.

9.2 **Treatment of Multiple Requests for Same Facility.** If the City receives Permit Applications for the same Facility from two or more prospective licensees within sixty (60) calendar days of the initial request, and accommodation of both requests is not possible, the City will authorize the earliest complete Permit Application received. If it is possible to accommodate more than one Attachment request through a modification the City will allocate among such licensees the applicable costs associated with such modification or replacement.

- 9.3 Allocation of Costs.** The costs for any rearrangement or transfer of Licensee's Attachment or the replacement of a City Facility (including any related costs for tree cutting or trimming or Conduit clearing) shall be allocated to the City and/or Licensee and/or other Attaching Entity on the following basis:
- 9.3.1** If the City intends to modify or replace a City Facility solely for its own requirements, it shall be responsible for the costs related to the modification/replacement of the City Facility. Licensee shall be responsible for all costs associated with any necessary modification or relocation of Licensee's Attachment. Prior to making any such modification or replacement of the City Facility the City shall provide Licensee written notification of its intent in order to allow Licensee a reasonable opportunity to elect to modify, relocate or add to its existing Attachment. Should Licensee so elect, it must seek the City's written permission per this Agreement. The notification requirement of this Paragraph shall not apply to routine maintenance or emergency situations. If Licensee elects to add to or modify its Attachment, Licensee shall bear the total incremental costs incurred by the City in making the space on or within the Facilities accessible to Licensee.
- 9.3.2** If the modification or replacement of a Facility is necessitated by the requirements of Licensee, Licensee shall be responsible for the costs related to the modification or replacement of the Facilities and for the costs associated with the transfer or rearrangement of any other Attaching Entity's Communications Equipment as well as those of the City. Licensee shall submit to the City evidence, in writing, that it has made arrangements to reimburse all affected Attaching Entities for the cost to transfer or rearrange such Entities' Equipment prior to the commencement of any Make-Ready Work. The City shall not be obligated in any way to enforce or administer Licensee's responsibility for the costs associated with the transfer or rearrangement of another Attaching Entity's Equipment pursuant to this Paragraph.
- 9.3.3** If the modification or the replacement of a Facility is the result of an additional Attachment or the modification of an existing Attachment sought by an Attaching Entity other than the City or Licensee, the Attaching Entity requesting the additional or modified Attachment shall bear the entire cost of the modification or Pole replacement, as well as the costs for rearranging or transferring Licensee's Attachment. Licensee shall cooperate with such third-party Attaching Entity to determine the costs of moving Licensee's Equipment.
- 9.3.4** If a Facility must be modified or replaced for other reasons unrelated to the use of the Facility by Attaching Entities (*e.g.*, storm, accident, deterioration), the City shall pay the costs of the modification or replacement of the Facility; provided, however, that Licensee shall be responsible for the costs of rearranging or transferring its Attachment.
- 9.4 Modifications.** Modifications of Licensee's Attachments shall not be subject to additional permitting to the extent that (i) such modification to the attachment involves only substitution of internal components, and does not result in any change to the external appearance, dimensions, or weight of the attachment, as approved by City; or (ii) such modification involves replacement of the Attachment with an Attachment that is the same, or smaller in weight and dimensions as the approved Attachment. Licensee will notify City of any such modification within fifteen (15) days after modification is made.

**9.5 City Not Required to Relocate.** No provision of this Agreement shall be construed to require City to relocate its Attachments or modify/replace its Facilities for the benefit of Licensee, provided, however, any denial by the City for modification of the Facility is based on nondiscriminatory standards of general applicability.

## **10. ABANDONMENT OR REMOVAL OF CITY FACILITIES**

**10.1 Notice of Abandonment or Removal of City Facilities.** If the City desires at any time to abandon, remove or underground any City Facilities to which Licensee's Attachments are attached, it shall give Licensee notice in writing to that effect at least sixty (60) calendar days prior to the date on which it intends to abandon or remove such City Facilities. Notice may be limited to thirty (30) calendar days if the City is required to remove or abandon its City Facilities as the result of the action of a third party and the greater notice period is not practical. Such notice shall indicate whether the City is offering Licensee an option to purchase the Facilities. If, following the expiration of the applicable notice period, Licensee has not yet removed and/or transferred all of its Attachments therefrom and has not entered into an agreement to purchase City Facilities pursuant to Paragraph 10.2, the City shall have the right, subject to any applicable laws and regulations, to have Licensee's Attachment removed and/or transferred from the Facility at Licensee's expense. The City shall give Licensee fifteen (15) days prior written notice of any such removal or transfer of Licensee's Equipment.

**10.2 Option to Purchase Abandoned Poles.** Should the City desire to abandon any Facility, the City, in its reasonable discretion, may grant Licensee the option of purchasing such Facility at a rate negotiated with the City. Licensee must notify the City in writing within thirty (30) calendar days of the date of the City's notice of abandonment that Licensee desires to purchase the abandoned Facility. Thereafter, Licensee must also secure and deliver proof of all necessary governmental approvals and easements allowing Licensee to independently own and access the Facility within forty-five (45) calendar days. Should Licensee fail to secure the necessary governmental approvals, or should the City and Licensee fail to enter into an agreement for Licensee to purchase the Facility prior to the end of the forty-five (45) calendar days, Licensee must remove its Attachments as required under Paragraph 10.1. The City is under no obligation to sell Licensee the City Facilities that it intends to remove or abandon.

## **11. REMOVAL OF LICENSEE'S ATTACHMENTS**

**11.1 Removal on Expiration/Termination.** At the expiration or other termination of this License Agreement or individual Permit(s), Licensee shall remove its Attachment(s) from the affected Facilities at its own expense. After removal, Licensee shall restore the City Facilities to their condition immediately prior to the date such Attachments were made, excepting normal wear and tear. If Licensee fails to remove such Equipment within sixty (60) calendar days of expiration or termination or some greater period as allowed by the City, the City shall have the right to have such Equipment removed at Licensee's expense.

**11.2 Licensee Removal.** Licensee may, at any time, remove its Attachment(s) from any City Facility, provided it gives the City at least fourteen (14) days prior written notice. Provided, the City may require Licensee to leave in place any conduit, Innerduct or similar Communications Equipment within a City Conduit in order to prevent damage to City Facilities. After removal, Licensee shall restore the City Facilities to their condition immediately prior to the date such Attachments were made, excepting normal wear and tear.



**11.3 Emergency Removal.** In the event of any emergency that threatens person or property, the City may, in its reasonable discretion, without prior notice, remove any of Licensee's Attachments. Such removal shall be at Licensee's sole cost and expense, unless the removal was the result of gross negligence or willful misconduct by the City. The City will give notice to Licensee as soon as practicable under the circumstances.

## **12. TERMINATION OF PERMIT**

**12.1 Automatic Termination of Permit.** Any Permit issued pursuant to this Agreement shall automatically terminate when Licensee ceases to have authority to construct and operate its Attachment on public or private property at the Site of the particular Facility covered by the Permit.

**12.2 Surrender of Permit.** Licensee may at any time surrender any Permit for Attachment and remove its Communications Equipment from the affected Facilities, provided, however, that before commencing any such removal Licensee must obtain the City's written approval of Licensee's plans for removal, including the name of the party performing such work and the date(s) and time(s) during which such work will be completed. All such work is subject to the insurance requirements of Article 18. No refund of any fees or charges will be made upon removal. However, rental fees shall cease for the Attachment at the time the Licensee's Communications Equipment is removed and the City Facilities are properly restored (subject to Paragraph 11.2). If Licensee surrenders such Permit pursuant to the provisions of this Article, but fails to remove its Attachments from City Facilities within thirty (30) calendar days thereafter, the City shall have the right to remove Licensee's Attachments at Licensee's expense.

## **13. INSPECTION OF LICENSEE'S ATTACHMENTS**

**13.1 Inspections.** The City may conduct an inventory and inspection of Attachments at any time. Licensee shall correct all Attachments that are not found to be in compliance with Applicable Standards within thirty (30) calendar days of notification. If it is found that Licensee has made an Attachment without a Permit, Licensee shall pay an Unauthorized Access Penalty Fee as specified in Article 3 in addition to applicable Permit and Make-Ready Costs. If it is found that five percent (5%) or more of Licensee's Attachments are either in non-compliance or not permitted, Licensee shall pay its *pro-rata* share of the costs of the inspection.

**13.2 Notice.** The City will give Licensee reasonable advance written notice of such inspections, except in those instances where safety considerations justify the need for such inspection without the delay of waiting until written notice has been received.

**13.3 No Liability.** Inspections performed under this Article 13, or the failure to do so, shall not operate to impose upon the City any liability of any kind whatsoever or relieve Licensee of any responsibility, obligations or liability whether assumed under this Agreement or otherwise existing.

**13.4 Attachment Records.** Notwithstanding the above inspection provisions, Licensee is obligated to furnish the City on an annual basis an up-to-date map depicting the locations of its Attachments in an electronic format specified by the City.

#### **14. UNAUTHORIZED OCCUPANCY OR ACCESS**

- 14.1 Penalty Fee.** If any of Licensee's Attachments are found occupying any Facility for which no Permit has been issued, the City, without prejudice to its other rights or remedies under this Agreement, may assess an Unauthorized Access Penalty Fee as specified in Article 3. In the event Licensee fails to pay such Fee within thirty (30) calendar days of receiving notification thereof, the City has the right to remove such Attachment at Licensee's expense and without liability, subject to the alternative dispute provisions of Paragraph 22.1.
- 14.2 No Ratification of Unlicensed Use.** No act or failure to act by the City with regard to any unlicensed use shall be deemed as ratification of the unlicensed use and if any Permit should be subsequently issued, such Permit shall not operate retroactively or constitute a waiver by the City of any of its rights or privileges under this Agreement or otherwise; provided, however, that Licensee shall be subject to all liabilities, obligations and responsibilities of this Agreement in regards to the unauthorized use from its inception.

#### **15. REPORTING REQUIREMENTS**

Concurrently with Licensee's Annual Attachment Fee payment, Licensee shall report any Attachment Licensee has removed from City Facilities during the relevant reporting period. The report shall identify the Facility from which the Attachment was removed, describe the removed equipment, and indicate the approximate date of removal. This requirement does not apply where Licensee is surrendering a Permit pursuant to Paragraph 12.2.

#### **16. LIABILITY AND INDEMNIFICATION**

- 16.1 Liability.** The City reserves to itself the right to maintain and operate its Facilities in such manner as will best enable it to fulfill its governmental service requirements. Licensee agrees to use City's Facilities at Licensee's sole risk. Notwithstanding the foregoing, the City shall exercise reasonable precaution to avoid damaging Licensee's Attachment(s) and shall report to Licensee the occurrence of any such damage caused by its employees, agents or contractors.
- 16.2 Indemnification.** Licensee, and any agent, contractor or subcontractor of Licensee, shall defend, indemnify and hold harmless the City and its officials, officers, council members, commissioners, representatives, employees, agents, and contractors against any and all liability, costs, damages, fines, taxes, special charges by others, penalties, payments (including payments made by the City under any Workers' Compensation Laws or under any plan for employees' disability and death benefits), and expenses (including reasonable attorney's fees of the City and all other costs and expenses of litigation) ("Covered Claims") arising in any way, including any act, omission, failure, negligence or willful misconduct, in connection with the construction, maintenance, repair, presence, use, relocation, transfer, removal or operation by Licensee, or by Licensee's officers, directors, employees, agents or contractors, of Licensee's Attachments, except to the extent of the City's negligence or intentional misconduct giving rise to such Covered Claims. Such Covered Claims include, but are not limited to, the following:
- 16.2.1** Intellectual property infringement, libel and slander, trespass, unauthorized use of television or radio broadcast programs and other program material, and infringement of patents;

**16.2.2** Cost of work performed by the City that was necessitated by Licensee's failure, or the failure of Licensee's officers, directors, employees, agents or contractors, to install, maintain, use, transfer or remove Licensee's Attachment(s) in accordance with the requirements and specifications of this Agreement, or from any other work this Agreement authorizes the City to perform on Licensee's behalf;

**16.2.3** Damage to property, injury to or death of any person arising out of the performance or nonperformance of any work or obligation undertaken by Licensee, or Licensee's officers, directors, employees, agents or contractors, pursuant to this Agreement;

**16.2.4** Liabilities incurred as a result of Licensee's violation, or a violation by Licensee's officers, directors, employees, agents or contractors, of any law, rule, or regulation of the United States, State of Kansas, the City of Roeland Park, Kansas or any other governmental entity or administrative agency.

**16.3 Procedure for Indemnification.**

**16.3.1** The City shall give prompt notice to Licensee of any claim or threatened claim, specifying the factual basis for such claim and the amount of the claim. If the claim relates to an action, suit or proceeding filed by a third party against the City, the City shall give the notice to Licensee no later than fifteen (15) calendar days after the City receives written notice of the action, suit or proceeding.

**16.3.2** The City's failure to give the required notice will not relieve Licensee from its obligation to indemnify the City unless and only to the extent Licensee is materially prejudiced by such failure.

**16.4 Environmental Hazards.** Licensee represents and warrants that its use of City Facilities will not generate any Hazardous Substances, that it will not store or dispose on or about City Facilities or transport to City Facilities any hazardous substances and that Licensee's Attachment(s) will not constitute or contain and will not generate any hazardous substance in violation of federal, state or local law now or hereafter in effect including any amendments. "Hazardous Substance" shall be interpreted broadly to mean any substance or material designated or defined as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, dangerous radio frequency radiation, or other similar terms by any federal, state, or local laws, regulations or rules now or hereafter in effect including any amendments. Licensee further represents and warrants that in the event of breakage, leakage, incineration or other disaster, its Attachment(s) would not release any Hazardous Substances. Licensee and its agents, contractors and subcontractors shall defend, indemnify and hold harmless the City and its respective officials, officers, board members, council members, commissioners, representatives, employees, agents and contractors against any and all liability, costs, damages, fines, taxes, special charges by others, penalties, punitive damages, expenses (including reasonable attorney's fees and all other costs and expenses of litigation) arising from or due to the release, threatened release, storage or discovery of any Hazardous Substances on, under or adjacent to City Facilities attributable to Licensee's use of City Facilities, except to the extent of the City's gross negligence or willful misconduct in connection with such liability.

**16.5 Municipal Liability Limits.** No provision of this Agreement is intended, or shall be construed, to be a waiver for any purpose by the City of any applicable State limits on municipal liability or governmental immunity. No indemnification provision contained in this Agreement under which Licensee indemnifies the City shall be construed in any way to limit

any other indemnification provision contained in this Agreement. Nothing herein shall be construed to waive or limit Licensor's immunities, limitation of liability, or defenses under the Kansas Tort Claim Act or other law.

- 16.6 **Liens.** In no event shall Licensee permit any lien to be filed or to exist upon any City Facilities or other City property as a result of any claim against Licensee. In the event any lien is filed upon any City Facility as a result of any claim against Licensee, Licensee agrees, within 120 days of the filing of such lien, to cause the same to be released of record by payment or posting of a bond in a form and issued by a surety acceptable to the City; provided, however, that Licensee shall have the right to contest in good faith said mechanics' liens, and in such event, may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom as long as such lien is bonded over and/or released of record as set forth herein.

## 17. DUTIES, RESPONSIBILITIES, AND EXCULPATION

- 17.1 **Duty to Inspect.** Licensee acknowledges and agrees that the City does not warrant the condition or safety of City Facilities, or the premises surrounding the Facilities, and Licensee further acknowledges and agrees that it has an obligation to inspect City Facilities and/or premises surrounding the Facilities, prior to commencing any work on City Facilities or entering the premises surrounding such Facilities.

- 17.2 **Knowledge of Work Conditions.** By executing this Agreement, Licensee warrants that it has acquainted, or will fully acquaint, itself and its employees and/or contractors and agents with the conditions relating to the work that Licensee will undertake under this Agreement and that it fully understands or will acquaint itself with the Facilities, difficulties and restrictions attending the execution of such work.

- 17.3 **DISCLAIMER. THE CITY MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE CITY'S FACILITIES, ALL OF WHICH ARE HEREBY DISCLAIMED, AND THE CITY MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, EXCEPT TO THE EXTENT EXPRESSLY AND UNAMBIGUOUSLY SET FORTH IN THIS AGREEMENT. THE CITY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

- 17.4 **Duty of Competent Supervision and Performance.** Licensee shall ensure that its employees, agents, contractors and subcontractors have the necessary qualifications, skill, knowledge, training and experience to protect themselves, their fellow employees, employees of the City and the general public, from harm or injury while performing work permitted pursuant to this Agreement. In addition, Licensee shall furnish its employees, agents, contractors and subcontractors competent supervision and sufficient and adequate tools and equipment for their work to be performed in a safe manner.

## 18. INSURANCE

- 18.1 **Policies Required.** At all times during the term of this Agreement, Licensee shall keep in force and effect all insurance policies as described below:

- 18.1.1 **Workers' Compensation and Employers' Liability Insurance.** Statutory workers' compensation benefits and employers' liability insurance with a limit of liability no less than that required by Kansas law at the time of the application of this provision

for each accident. This policy shall be endorsed to include a waiver of subrogation in favor of the City. Licensee shall require subcontractors and others not protected under its insurance to obtain and maintain such insurance.

**18.1.2 Commercial General Liability Insurance.** Policy will be written to provide coverage for, but not limited to, the following: premises and operations, products and completed operations, personal and advertising injury, blanket contractual coverage and independent contractor's coverage with Limits of liability of \$5,000,000 per occurrence for bodily injury and property damage and \$5,000,000 general aggregate, and \$5,000,000 products/completed operations aggregate.

**18.1.3 Commercial Automobile Liability Insurance.** Commercial automobile liability covering all owned, hired and non-owned vehicles in the amount of \$5,000,000 combined single limit each accident for bodily injury and property damage.

**18.1.4 Umbrella Liability Insurance.** Coverage is to be in excess of the employers' liability, commercial general liability, and automobile liability insurance required above with limits of \$1,000,000 each occurrence, \$1,000,000 aggregate.

**18.2 Qualification; Priority; Contractors' Coverage.** The insurer must be authorized to do business under the laws of the State of Kansas and have an "A" or better rating in Best's Guide. Such insurance will be primary. All contractors and all of their subcontractors who perform work on behalf of Licensee shall carry, in full force and effect, workers' compensation and employers' liability, comprehensive general liability and automobile liability insurance coverages of the type that Licensee is required to obtain under this Article 18 with the same limits.

**18.3 Certificate of Insurance; Other Requirements.** Prior to the execution of this Agreement and prior to each insurance policy expiration date during the term of this Agreement, Licensee will furnish the City with a certificate of insurance ("Certificate") and, upon request, certified copies of the required insurance policies. The Certificate shall reference this Agreement and workers' compensation and property insurance waivers of subrogation required by this Agreement. The City shall be given thirty (30) calendar days advance notice of cancellation or nonrenewal of insurance during the term of this Agreement. The City, its council members, board members, commissioners, agencies, officers, officials, employees and representatives (collectively, "Additional Insureds") shall be named as Additional Insureds under all of the policies, except workers' compensation, which shall be so stated on the Certificate of Insurance. All policies, other than workers' compensation, shall be written on an occurrence and not on a claims-made basis. All policies may be written with deductibles, not to exceed \$100,000, or such greater amount as expressly allowed in writing by the City. Licensee shall defend, indemnify and hold harmless the City and Additional Insureds from and against payment of any deductible and payment of any premium on any policy required under this Article. Licensee shall obtain Certificates from its agents, contractors and their subcontractors and provide a copy of such Certificates to the City upon request.

**18.4 Limits.** The limits of liability set out in this Article 18 may be increased or decreased by mutual written consent of the parties, which consent will not be unreasonably withheld by either party, in the event of any factors or occurrences, including substantial increases in the level of jury verdicts or judgments or the passage of state, federal or other governmental compensation plans, or laws which would materially increase or decrease Licensee's exposure to risk.

**18.5 Prohibited Exclusions.** No policies of insurance required to be obtained by Licensee or its contractors or subcontractors shall contain provisions (1) that exclude coverage of liability assumed by this Agreement with the City except as to infringement of patents or copyrights or for libel and slander in program material, (2) that exclude coverage of liability arising from excavating, collapse, or underground work, (3) that exclude coverage for injuries to the City's employees or agents, or (4) that exclude coverage of liability for injuries or damages caused by Licensee's contractors or the contractors' employees, or agents. This list of prohibited provisions shall not be interpreted as exclusive.

**18.6 Deductible/Self-insurance Retention Amounts.** Licensee shall be fully responsible for any deductible or self-insured retention amounts contained in its insurance program or for any deficiencies in the amounts of insurance maintained.

## **19. AUTHORIZATION NOT EXCLUSIVE**

The City shall have the right to grant, renew and extend rights and privileges to others not party to this Agreement by contract or otherwise, to use City Facilities covered by this Agreement. Such rights shall not interfere with the rights granted to Licensee by the specific Permits issued pursuant to this Agreement.

## **20. ASSIGNMENT**

**20.1 Limitations on Assignment.** Licensee shall not assign its rights or obligations under this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. It shall be unreasonable for the City to withhold consent without cause to an assignment of all of Licensee's interests in this Agreement to its Affiliate. Notwithstanding, Licensee may, upon written notice to the City, assign its rights and obligations under this Agreement to (i) any affiliate of Licensee; (ii) any successor in interest to Licensee in connection with any merger, acquisition, or similar transaction; or (iii) any purchaser of all or substantially all of the Licensee's assets used to provide Communications Services to residents and businesses located in the City of Roeland Park, Kansas. An "affiliate" means any entity that now or in the future, directly or indirectly controls, is controlled with or by, or is under common control with Licensee; and "control" shall mean, with respect to: (a) a U.S. corporation, the ownership, directly or indirectly, of fifty percent (50%) or more of the voting power to elect directors thereof; (b) a non-U.S. corporation, if the voting power to elect directors thereof is less than fifty percent (50%), the maximum amount allowed by applicable law; and (c) any other entity, fifty percent (50%) or more ownership interest in said entity, or the power to direct the management of such entity.

**20.2 Obligations of Assignee/Transferee and Licensee.** No assignment or transfer under this Article 20 shall be allowed until the assignee or transferee becomes a signatory to this Agreement and assumes all obligations of Licensee arising under this Agreement. Licensee shall furnish the City with prior written notice of the transfer or assignment, together with the name and address of the transferee or assignee. Notwithstanding any assignment or transfer, Licensee shall remain fully liable under this Agreement and shall not be released from performing any of the terms, covenants or conditions of this Agreement without the express written consent to the release of Licensee by the City.

Sub-licensing. Without the City's prior written consent, Licensee shall not sub-license or lease to any third party, including but not limited to allowing third parties to place Attachments on or within City Facilities. Any such action shall constitute a material breach of this Agreement. Notwithstanding the

foregoing, the parties agree and acknowledge that certain Attachments installed by Licensee on the City's Facilities by Licensee may be owned and/or operated by Licensee's third-party wireless carrier customers ("Carriers") and installed and maintained by Licensee pursuant to license agreements between Licensee and such Carriers. Such Attachments shall be treated as Licensee's Attachments for all purposes under this Agreement provided that (i) Licensee remains responsible and liable for all performance obligations under this Agreement to with respect to such Attachments; (ii) Licensor's sole point of contact regarding such Attachments shall be Licensee; (iii) Licensee shall have the right to remove and relocate the Attachments; and (iv) Licensee shall not grant such Carriers rights to access such Attachments.

## **21. FAILURE TO ENFORCE**

Failure of the City or Licensee to take action to enforce compliance with any of the terms or conditions of this Agreement or to give notice or declare this Agreement or any authorization granted hereunder terminated shall not constitute a waiver or relinquishment of any term or condition of this Agreement, but the same shall be and remain at all times in full force and effect until terminated, in accordance with this Agreement.

## **22. ISSUE RESOLUTION PROCESS**

- 22.1** Dispute Resolution. Except as otherwise precluded by law, a resolution of any dispute arising out of, or related to, this Agreement shall first be pursued through good-faith negotiations in order to reach a mutually acceptable resolution. If, after negotiating in good faith for a period of at least thirty (30) days, the parties are unable to resolve the dispute, then all disputes relating to this Agreement, or the breach thereof, the parties shall be entitled to pursue all available remedies at law or equity. Each party will bear its own costs for dispute resolution activity.
- 22.2** Confidential Settlement. Unless the parties otherwise agree in writing, communication between the parties under this Article will be treated as confidential information developed for settlement purposes, exempt from discovery, and inadmissible in litigation.
- 22.3** Business As Usual. Unless an emergency condition exists, during any dispute resolution procedure or lawsuit, the parties will continue providing services to each other and performing their obligations under this Agreement.

## **23. TERMINATION OF AGREEMENT**

- 23.1** Notwithstanding the City's rights under Article 12, the City shall have the right, pursuant to the procedure set out in Paragraph 23, to terminate this entire Agreement, or any Permit issued hereunder, whenever Licensee is in material default of any material term or condition of this Agreement, including but not limited to the following circumstances:
- 23.1.1** Construction, operation or maintenance of Licensee's Attachment(s) in violation of law or in aid of any unlawful act or undertaking; or
  - 23.1.2** Construction, operation or maintenance of Licensee's Attachment(s) after any authorization required of Licensee has lawfully been denied or revoked by any governmental or private authority or violation of any other agreement with the City; or
  - 23.1.3** Construction, operation or maintenance of Licensee's Attachment(s) without the insurance coverage required under Article 18.



**23.1.4** The expiration, termination or revocation of Licensee's franchise or any other required regulatory authorization (as required by Article 5); provided, Licensee shall have a reasonable period of time to obtain the reinstatement of any such authorization.

**23.2** The City will notify Licensee in writing within fifteen (15) calendar days, or as soon as reasonably practicable, of any condition(s) applicable to Paragraph 23.1 above. Licensee shall take immediate corrective action to eliminate any such condition(s) within thirty (30) calendar days, or such longer period mutually agreed to by the parties, and shall confirm in writing to the City that the cited condition(s) has (have) ceased or been corrected, or are in the process of being corrected.

**23.3** If the parties are unable to resolve the dispute and Licensee fails to discontinue or correct or take reasonable steps to cause such condition(s) to be corrected and/or fails to give the required confirmation, the City may immediately terminate this Agreement or any Permit(s) granted hereunder. In the event of termination of this Agreement or any of Licensee's rights, privileges or authorizations hereunder, the City may seek removal of Licensee's Attachments pursuant to the terms of Article 11, with respect to specific Facilities or from the City's entire system. In such instance, Licensee shall remain liable for and pay all fees and charges accrued pursuant to the terms of this Agreement to the City until Licensee's Attachments are actually removed.

**23.4** Licensee will have the right terminate this Agreement if the City is in default of any material term or condition of this Agreement. In such event, Licensee will notify the City in writing within fifteen (15) calendar days, or as soon as reasonably practicable, or any such default. The City shall take immediate corrective action to eliminate any such condition(s) within thirty (30) calendar days, or such longer period mutually agreed to by the parties, and shall confirm in writing to Licensee that the cited condition(s) has (have) ceased or been corrected, or are in the process of being corrected. If the parties are unable to resolve the dispute and the City fails to discontinue or correct such condition(s) and/or fails to give the required confirmation, Licensee may immediately terminate this Agreement or any Permit(s) granted hereunder. In the event of termination of this Agreement or any Permit(s), Licensee may remove its Attachments pursuant to the terms of Article 11. In such instance, Licensee shall remain liable for and pay all fees and charges accrued pursuant to the terms of this Agreement to the City until Licensee's Attachments are actually removed.

## **24. TERM OF AGREEMENT**

**24.1** This Agreement shall be effective for a term beginning on the effective date of this Agreement and ending on [REDACTED], 202[REDACTED]. Thereafter, this Agreement will automatically renew for up to fifteen additional one (1) year terms, unless either party notifies the other party of its intent to terminate the Agreement at least ninety (90) days before the termination of the then current term. The additional term shall be deemed a continuation of this Agreement and not as a new agreement. Notwithstanding the above-stated term of Agreement, this Agreement is conditioned upon Licensee maintaining a Contract Franchise with the City, and this Agreement shall terminate upon the termination of Licensee's Contract Franchise.

**24.2** Upon written request of either party, this Agreement shall be renegotiated at any time in accordance with the requirements of state law upon any of the following events: changes in federal, state, or local laws, regulations, or orders that materially affect any rights or

obligations of either party, including but not limited to the scope of the Agreement granted to Licensee or the compensation to be received by the City hereunder.

- 24.3** In the event the parties are actively negotiating in good faith a new Agreement or an amendment to this Agreement upon the termination date of this Agreement, the parties by written mutual agreement may extend the termination date of this Agreement to allow for further negotiations. Such extension period shall be deemed a continuation of this Agreement and not as a new Agreement.
- 24.4** Even after the termination of this Agreement, Licensee's responsibility and indemnity obligations shall continue with respect to any claims or demands related to Licensee's Attachments as provided for in Article 16.

## **25. AMENDING AGREEMENT**

Notwithstanding other provisions of this Agreement, the terms and conditions of this Agreement shall not be amended, changed or altered except in writing and with approval by authorized representatives of both parties.

## **26. NOTICES**

- 26.1** Wherever in this Agreement notice is required to be given by either party to the other, such notice shall be in writing and shall be effective when personally delivered to, or when mailed by certified mail, return receipt requested, with postage prepaid and, except where specifically provided for elsewhere, properly addressed as follows:

To the City:

City of Roeland Park  
4600 West 51<sup>st</sup> Street  
Roeland Park, Kansas 66205  
Attn: City Clerk

With a copy to:

City of Roeland Park  
660 Newport Center Drive  
Roeland Park, Kansas, 66205  
Attn: City Attorney

To Licensee:

Mobilitie, LLC  
660 Newport Center Drive  
Suite 200  
Newport Beach, CA 92660  
Attn: Asset Management  
[assetmgmt@mobilitie.com](mailto:assetmgmt@mobilitie.com)  
877-999-7070

With a copy to:

Mobilitie, LLC 4600 West 51<sup>st</sup> Street  
Suite 200  
Suite 200  
Newport Beach, CA 92660  
Attn: Legal Department  
[legal@mobilitie.com](mailto:legal@mobilitie.com)  
877-999-7070

or to such other address as either party, from time to time, may give the other party in writing.

- 26.2** The above notwithstanding the parties may agree to utilize electronic communications such as email for notifications related to the Permit Application and approval process and necessary transfer or Facility modifications.
- 26.3** Licensee shall maintain a staffed 24-hour emergency telephone number, not available to the general public, where the City can contact Licensee to report damage to Licensee's facilities

or other situations requiring immediate communications between the parties. Such contact person shall be qualified and able to respond to the City's concerns and requests. Failure to maintain an emergency contact shall eliminate the City's liability to Licensee for any actions that the City deems reasonably necessary given the specific circumstances.

Mobilitie LLC 24/7 Emergency Contact:  
Network Operations Center (NOC)  
877-244-7889  
mnoc@mobilitie.com

**27. ENTIRE AGREEMENT**

This Agreement supersedes all previous agreements, whether written or oral, between the City and Licensee for placement and maintenance of Licensee's Attachments on or within City Facilities within the geographical service area covered by this Agreement; and there are no other provisions, terms or conditions to this Agreement except as expressed herein.

**28. SEVERABILITY**

If any provision or portion thereof of this Agreement is or becomes invalid under any applicable statute or rule of law, and such invalidity does not materially alter the essence of this Agreement to either party, such provision shall not render unenforceable this entire Agreement but rather it is the intent of the parties that this Agreement be administered as if not containing the invalid provision.

**29. GOVERNING LAW**

The validity, performance and all matters relating to the effect of this Agreement and any amendment hereto shall be governed by the laws (without reference to choice of law) of the State of Kansas.

**30. INCORPORATION OF RECITALS**

The recitals stated above are incorporated into and constitute part of this Agreement.

**31. PERFORMANCE BOND**

On execution of this Agreement, Licensee shall provide to the City a performance bond or letter of credit in an amount of Fifty Thousand Dollars (\$50,000.00). The bond shall be with an entity and in a form acceptable to the City. The purpose of the bond is to ensure Licensee's performance of all of its obligations under this Agreement and for the payment by Licensee of any claims, liens, taxes, liquidated damages, penalties, fees and charges due to the City which arise by reason of the construction, operation, maintenance or removal of Licensee's Attachments on or about City Facilities.

**32. FORCE MAJEURE**

**32.1** In the event that either the City or Licensee is prevented or delayed from fulfilling any term or provision of this Agreement by reason of fire, flood, earthquake or like acts of nature, wars, revolution, civil commotion, explosion, acts of terrorism, embargo, acts of the government in its sovereign capacity, material changes of laws or regulations, labor difficulties, including without limitation, strikes, slowdowns, picketing or boycotts, unavailability of equipment of vendor, or any other such cause not attributable to the negligence or fault of the party delayed in performing the acts required by the Agreement, then performance of such acts shall be excused for the period of the unavoidable delay, and any such party shall endeavor to remove or overcome such inability as soon as reasonably possible.

**32.2** The City shall not impose any charges on Licensee stemming solely from Licensee's inability to perform required acts during a period of unavoidable delay as described in Paragraph 31.1, provided that Licensee present the City with a written description of such *force majeure* within a reasonable time after occurrence of the event or cause relied on.

**33. RELATIONSHIP OF PARTIES**

Nothing in this Agreement shall be construed to create an association, joint venture, trust, or partnership, or impose a trust or partnership covenant, obligation, or liability on or with regard to either Party. Each Party shall be individually responsible for its own covenants, obligations, and liabilities under this Agreement and otherwise.

**34. NO THIRD-PARTY BENEFICIARIES**

Nothing in this Agreement is intended to confer rights on any third-party, as a third-party beneficiary or otherwise.

**35. SURVIVAL**

Any termination of this Agreement shall not release Licensee from any liability or obligations hereunder, whether of indemnity or otherwise, which may have accrued or may be accruing at the time of termination.

**IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.**

**CITY OF ROELAND PARK, KANSAS**

**MOBILITIE INVESTMENTS III, LLC**

By: \_\_\_\_\_  
Joel Marquardt, Mayor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

---

Kelley Bohon, City Clerk

APPROVED AS TO FORM:

---

Keith Moody, Roeland Park City Administrator

Item Number: Consent Agenda- II.-E.  
Committee 2/19/2018  
Meeting Date:



## City of Roeland Park

Action Item Summary

Date: 1/3/2018  
Submitted By: Kelley Bohon  
Committee/Department: Admin.  
Title: **Reappointment to Community Foundation and Appointment to Sustainability Committee**  
Item Type:

### Recommendation:

#### To appoint and reappoint

**Community Foundation Advisory Committee (Expires 12/31 of each year)  
(2 Year Term)**

**Ardie Davis**

**Sustainability Committee (Expires 12/31 of each year)  
5 Members - 4 Residents, 1 Council**

**Carol Fields**

### Details:

#### Committee Appointment and Reappointment Process

1. Staff will send out a list of all appointments to the Governing Body and all appointees whose term is set to expire around the beginning of the fourth quarter.
2. Appointees wishing to be re-appointed shall let their intentions be known to the appropriate appointing authority (ie: Mayor or Governing Body Ward Representatives)
3. Candidates interested in appointment shall complete the interest form found online, as well as submit a current resume to the City Clerk.
4. If an incumbent candidate is not re-appointed they will be notified by the appointing authority

before the council meeting at which their replacement will be approved.

5. Once a position has been filled by council action, the new appointee will be contacted by the City Clerk and provided with an orientation packet regarding their service.

6. The contact list will also be sent out whenever an update is made to that document.

Notes:

Timing of appointments: Timing of Appointments are set by ordinance, ie: Parks, Arts, Sustainability are set as a 1 year term; Board of Zoning and Planning Commission have 3 year terms. Schedule of appointment is maintained by the City Clerk's office.

The names/positions listed below are those that are expiring and require reappointment.

Below are the members recently reappointed.

**Arts Advisory Committee (Expires 12/31 of each year)**

At Least 3 Members - 2 Residents, 1 Council

Mary Schulteis  
Christine Webster  
Lynda Leonard  
George Schlegel

**Community Events Committee (Expires 12/31 of each year)**

Up to 10, 8 Members - 6 Residents, 2 Council

Stephanie Newton

**Parks/Tree Advisory Committee (Expires 12/31 of each year)**

At Least 5 Members - 4 Residents, 1 Council

Jennifer Provyn  
Tyler Steele  
Jared Luebe  
Emily Hage

**Sustainability Committee (Expires 12/31 of each year)**

5 Members - 4 Residents, 1 Council

Duane Daugherty  
Laura Steele  
Amie Logan

**Sustainability Committee (Expires 12/31 of each year)**

5 Members - 4 Residents, 1 Council

Elizabeth Phelps Kelly  
Laura Steele  
Judy Hyde

**Parks/Tree Advisory Committee (Expires 12/31 of each year)**

At Least 5 Members - 4 Residents, 1 Council

Cory Coe

**Community Foundation Advisory Committee (Expires 12/31 of each year)  
(2 Year Term)**



George Schlegel  
Cory Coe

**Planning Commission (3 year terms)**

Bill Ahrens - Ward 2  
Mike Hickey - Ward 4

**Financial Impact**

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

**Additional Information**

How does item relate to Strategic Plan?

Engages the public in community events and decision making.

How does item benefit Community for all Ages?

Provides perspective in decision making from a wide range of age groups.

**ATTACHMENTS:**

| Description                                                                                      | Type       |
|--------------------------------------------------------------------------------------------------|------------|
|  Carol Fields | Cover Memo |

Entered 12/12/17

# Committee Volunteer Application

wordpress@roelandpark.net on behalf of City of Roeland Park-Volunteer Form

Fri 12/8/2017 10:15 AM

To: Bohon, Kelley <kbohon@roelandpark.org>;

## Committee Volunteer Application Form

|                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Email:                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Date:                                                                                                 | 12/09/2017                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Name:                                                                                                 | Carol O. Fields                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Daytime Phone Number:                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Evening Phone Number:                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Address:                                                                                              | 3535 W. 47th Pl.<br>Roeland Park, KS 66205<br>United States of America                                                                                                                                                                                                                                                                                                                                                                   |
| Place of Employment:                                                                                  | retired                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| How long have you been a resident of Roeland Park?:                                                   | 4 & 1/2 years                                                                                                                                                                                                                                                                                                                                                                                                                            |
| How much time do you have to devote per month?:                                                       | a few hours a few days                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Briefly describe why you are interested in serving on a Board/Committee for the City of Roeland Park: | I think Sustainability in the immediate human and beyond human environment is very important and begins with our everyday life decisions. I have attended & mostly observed several meetings of the committee this year, and am pleased with what the committee has been doing. But I want the city to improve its yard waste program and help city residents find easier ways to compost more, and to explore solar power options also. |
| Select which Board or Committees you are interested in serving on: (only one per application):        | Sustainability                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Additional, comments: (If any):                                                                       | As a retiree from Social work, then reseach accounting, I do not have a resume prepared at this time. I will call for more information about what is needed as a resume.                                                                                                                                                                                                                                                                 |

Item Number: Consent Agenda- II.-F.  
Committee 2/19/2018  
Meeting Date:



**City of Roeland Park**  
Action Item Summary

Date:  
Submitted By:  
Committee/Department:  
Title: **Special Called City Council Minutes January 22, 2018**  
Item Type:

**Recommendation:**

**Details:**

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

**ATTACHMENTS:**

## Description

Special Called City Council Minutes January 22, 2018

## Type

Cover Memo

## SPECIAL CALL CITY COUNCIL MEETING MEETINGS

Roeland Park City Hall

4600 W 51st Street, Roeland Park, KS 66205

Monday, January 22, 2018 7:00 P.M.

- Mike Kelly, Mayor
- Becky Fast, Council Member
- Jennifer Hill, Council Member
- Tim Janssen, Council Member

- Jim Kelly, Council Member
- Tom Madigan, Council Member
- Claudia McCormack, Council Member
- Michael Poppa, Council Member
- Erin Thompson, Council Member

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

### Admin

Fast  
Kelly

### Finance

Janssen  
Thompson

### Safety

Hill  
McCormack

### Public Works

Madigan  
Poppa

### PLEDGE OF ALLEGIANCE

Mayor Kelly called the meeting to order and led everyone in the Pledge of Allegiance.

### ROLL CALL

City Clerk Bohon called the roll. CMBR Thompson was absent.

### MODIFICATION OF AGENDA

The following Workshop Discussion Items are added to the Consent Agenda:

1. Shade Structures at R Park
2. Carpenter Park Amenities Request
3. Tennis Court Replacement Project

The following Workshop Discussion Items were added to New Business:

6. 2018 CARS Agreement with Johnson County and Roeland Park for Public Improvements to Roe Lane
10. Committee Liaisons Appointments
12. Review 2017 Objectives Performance Summary and 2018 Objectives Progress Summary
13. Approval to Pay Invoice for Northeast Animal Control Commission for 2018 and Designation of Representative to the Board

The remaining Workshop items would be discussed as time allowed.

### CITIZEN COMMENTS

**Linda Mau** Ms. Mau expressed concerns of possible KOMA violations with Governing Body members attending committee meetings and creating a possible quorum. She recommended that they look into this matter further.

### I. CONSENT AGENDA

- A. Appropriation Ordinance # 912
- B. November 6, 2017 Council Minutes
- C. November 20, 2017 Council Minutes
- D. December 18, 2017 Council Minutes
- E. January 8, 2018 Council Minutes
- F. 2020 Roe Blvd. Design Task Order
- G. Reappointments to Arts and Parks Committee
- H. Shade Structures at R Park
- I. Carpenter Park Amenities Request
- J. Tennis Court Replacement Project

CMBR Madigan stated that he would like for the minutes from the previous meetings to be available before approval of the Consent Agenda so that the citizens may have all the information on what the Council is approving.

**MOTION:** CMBR POPPA MOVED AND CMBR JANSSEN SECONDED TO APPROVE THE CONSENT AGENDA AS AMENDED ADDING WORKSHOP ITEM 1, SHADE STRUCTURES AT R PARK; ITEM 2, CARPENTER PARK AMENITIES REQUEST; AND ITEM 3, TENNIS COURT REPLACEMENT PROJECT. (MOTION CARRIED 7-0)

## **II. BUSINESS FROM THE FLOOR**

### **A. Applications/Presentations**

#### **1. Northeast Johnson County Chamber Update**

*No report was given.*

#### **2. Arts Update – Marek Gliniecki**

Marek Gliniecki, Chair of the Arts Advisory Committee, reported on upcoming and past events sponsored by the Arts Committee.

The Lovey Dovey Art Mart will be held January 27 at the Community Center from 10 a.m. to 1 p.m. Arts and crafts will be available for the children to create Valentine cards or whatever they would like to make. Christine Weber is supplying all of the materials and will be on hand to help with the kids. Mr. Gliniecki encouraged all families to attend.

The Arts Committee has been producing an art registry on their public art. They were also contacted by the Smithsonian for a registry and that is now complete.

There were 12 participants in the Holiday Outdoor Decorating Contest, and the winners are:

- 1<sup>st</sup> place: Eric Redhair on Nall.
- 2<sup>nd</sup> place: Jack Crane
- 3<sup>rd</sup> place: Al Urbin and Rick Powell.

Mr. Gliniecki said the Parks Committee requested that the plaques in Granada Park be removed to allow more infrastructure. The plaques have been removed and were duplicated because of deterioration. The Arts Committee paid to have them reproduced and they will be more appropriately placed in Carpenter Park. They are working with the Parks Committee on the placement.

The decommission of artwork on Roe of the Tim Morales piece has begun and the committee is asking permission from Council to remove the piece from the City's inventory. The committee is still working on contacting artists for pieces still to be decommissioned.

CMBR Madigan thanked the Arts Committee for the wonderful pictures added to the room by the national photographer who has also done work at the Nelson-Adkins Art Museum and also at the Kauffman.

CMBR Fast said she appreciated all the work that Mr. Gliniecki and the Arts Committee do for arts in Roeland Park. She does believe that they need more of a visioning process especially with the upcoming Roe 2020 project. She added that she was impressed with the art plan of Lenexa.

Mr. Gliniecki said they have been working on an inventory to prioritize the City art projects and will continue to work with the Council and other committees as they go along.

CMBR Poppa asked what they need to do to get started on the projects. Public Works Director Leon said the plaques at Granada have already been removed. Ms. Jones-Lacy said the Morales pieces have already been removed.

City Administrator Moody added there is a 2018 objective for replacement or addition of art budgeted at \$10,000. Not all of the funds allocated in 2017 were spent and they could be added to the 2018 budget if Council so desires.

Mayor Kelly thanked Mr. Gliniecki for his work and asked him to pass along the Council's thanks to the Arts committee for keeping Roeland Park vibrant and also celebrating its creativity and beauty.

### **III. MAYOR'S REPORT**

#### **A. Bishop Miega State Champions Proclamation**

Mayor Kelly invited Bishop Miega Principal Randy Salisbury to address the City Council meeting.

Mr. Salisbury said he has been in conversations with Mayor Kelly and former Councilmember Rhoades adding that he appreciates the relationship the City has with Bishop Miega High School. He noted 2018 will be the 60<sup>th</sup> graduating class at Bishop Miega.

Mr. Salisbury said they will be recognizing the eight state championships they have won during 2017. He introduced the coaches and athletes noting the championships for baseball, boys' basketball, girls' basketball, football, girls' soccer, girls' swim & dive, four-speaker debate and two-speaker debate.

(The coaches introduced the student champions in attendance)

Coach Dennis Miller, Bishop Miega swim coach, commented that he is a member of the ad hoc committee for the Roeland Park dome. He has also been the coach at Miega since 1996, adding that without the dome at the aquatics center they are struggling to find practice times and are hopping all around right now. For example, they will have a 7:30 p.m. practice at Shawnee Mission West during this meeting. They also try to rent the UMKC pool whenever they can go. Without the dome there is no viable place locally to have a normal practice time. Mr. Miller said Roeland Park has always been there and appreciated the increase from six to nine lanes. They need the dome to be able to continue their swimming program. There is no other indoor swimming facility and the Lenexa facility will be cost prohibitive to rent.

(Applause)

On behalf of the Council, Mayor Kelly thanked Principal Salisbury, all the student athletes and coaches for attending the meeting and for their dedication to the City of Roeland Park. He said, "You make us look good and we sure appreciate it."

In recognition of their sports championships, Mayor Kelly read the Bishop Miega State Championships Week Proclamation into the record.

(Applause)

Mayor Kelly also recognized former CMBR Rhoades for the work he did in connecting the City with Bishop Miega and looked forward to his continued support in that endeavor.

(Applause)

#### **B. Kindness Proclamation Challenge**

Mayor Kelly read the Great Kindness Challenge Week Proclamation into the record and also recognized Ms. Laura Harsch, Communications Coordinator at the Shawnee Mission School District.



(Applause and presentation of proclamation)

#### **IV. WORKSHOP AND COMMITTEE REPORTS**

*No reports were given.*

#### **V. REPORTS OF CITY LIAISONS**

*No reports were given.*

#### **VI. UNFINISHED BUSINESS**

##### **A. Continue Discussion on Aquatic Center Year Round Operation**

Mayor Kelly stated that at the last JCPRD board meeting they voted to authorize the filing of an insurance claim for the replacement of the dome and also to set up a fund to put in place the works to replace that dome and have it in operation by October 2018. He stated that this is working on a very tight time frame.

Jill Geller, Executive Director of the Johnson County Park and Recreation District, addressed the Governing Body. She confirmed the claim has been made and staff is working on enlisting a consultant to work on the design and bid package for the dome. If started today, the earliest the dome would be open is October 24. They are hopeful there will not be any issues and everyone is working fast and furiously to get that done.

CMBR Poppa said he read in the packet that it is still contingent on the City operating the pool after the 2018 season.

City Administrator Moody said the approval to replace the dome did not have a contingency and that should not be in the packet.

CMBR Janssen noted that the JCPRD discussion was directly after the \$28 million Lenexa pool discussion. Also he noted that after May 19, the Roeland Park Aquatics Center becomes a City pool and the Council has a lot of tough decisions yet to make. He is concerned that they are creating a wrong perception by having the dome up for a very short period of time under a very tight timeline.

Mayor Kelly said he attended the JCPRD board meeting with Mr. Janssen and appreciated his work on the ad hoc committee. One message that he received from the meeting is that they have made a commitment to the residents of Johnson County, that as of May 2018, if they can, they will provide year-round operation of the aquatics center. He appreciated JCPRD for providing them with that opportunity and feels they have a duty to their constituents to continue the pool's operations.

**MOTION:** CMBR FAST MOVED AND CMBR MADIGAN SECONDED TO APPROVE THE AQUATICS CENTER DOME REPLACEMENT BY THE JOHNSON COUNTY PARKS AND RECREATION DISTRICT AND FOR THE CONTINUED YEAR-ROUND OPERATION OF THE POOL. (MOTION CARRIED 5-2 WITH COUNCILMEMBERS JANSSEN AND MCCORMACK VOTING NO.)

CMBR Fast said in moving forward they need professional assistance to determine what is best for the City in regards to the pool, what their options are and also what programs are available.

CMBR Kelly agreed they should put out an RFP and get as much expertise as they possibly can. He said they also need to re-institute the advisory council with JCPRD to learn as much as they can about the current operations to help them going forward. CMBR Kelly volunteered to be a part of that committee.

CMBR McCormack stated she listened to the meeting minutes and recognized the Council has a lot of weight on their shoulders now. She also stated that they will have to get very creative if the pool is going to work and to limit the losses Roeland Park is looking at. She hopes they will be able to utilize the very talented and creative citizens as

well as staff and the Governing Body to sort out the concerns and hopefully make it happen to have year-round operations. She stated that a lot of people want the pool to remain open year-round.

CMBR Hill would like to make an offer to JCPRD that they have requested.

**MOTION:** CMBR FAST MOVED AND CMBR MADIGAN SECONDED THAT THE CITY OF ROELAND PARK PUT OUT A RFP TO REQUEST PROFESSIONAL ASSISTANCE TO BEGIN ASSESSMENT AND PLANNING OF THE SUMMER AND WINTER POOL CAPABILITIES BEYOND MAY 2018. (MOTION CARRIED 7-0)

The discussion then turned to reactivating the aquatics advisory board. CMBR Fast and previous CMBRS Sherri McNeil and Teresa Kelly were a part of that board. CMBR Fast no longer wishes to be on the board as she does not have the time to commit to it and Ms. McNeil and Ms. Kelly are no longer on the Council.

CMBRS Kelly, Madigan, and McCormack stated they would like to be on the advisory board.

**MOTION:** CMBR POPPA MOVED AND CMBR FAST SECONDED TO APPOINT CMBRS MADIGAN, CMBR KELLY, AND CMBR MCCORMACK TO THE POOL ADVISORY COUNCIL. (MOTION CARRIED 7-0)

Mayor Kelly said they need to have a discussion on what scope of help they want from JCPRD. He added that JCPRD is watching their discussions closely in regards to any request for a continuing partnership with Roeland Park. CMBR McCormack said discussions should begin with the raising and taking down of the dome and the manpower required.

CMBR Janssen took away from the meeting that would be an in-kind donation and the idea seemed to be received favorably. He also recommended leaving it to the pool committee, if approved, along with the county to write its own figure of the in-kind donation of the dome.

Ms. Gellar stated as they have been looking at replacing the dome they realized there may be expenses beyond what were originally projected. They do have the \$25,000 deductible expense. Also the electric system is 20 years old and the new lighting system to be installed may not be compatible with that. They should have a more firm figure once the dome is designed to understand what the new lighting looks like. They are working on their 2019 budget and if the City's request is something that would affect that budget, they would like to see a request as soon as possible.

Mayor Kelly said they should have a figure by May 1<sup>st</sup>.

CMBR Poppa asked who would represent Roeland Park to JCPRD. City Administrator Moody said he would be happy to do that.

## **VII. NEW BUSINESS**

### **A. 2018 Birch Street CDBG Project and Sidewalk Addition - Design Task Order**

Public Works Director Leon said the last time he presented this item there was a question as to the cost of constructing the sidewalk separate from the street improvements and he has provided that information in the packet. Ultimately they believe that using the \$130,000 obligated for high priority sidewalk construction still makes sense for the City to get it done along with their 2018 CDBG project.

**MOTION:** CMBR JANSSEN MOVED AND CMBR POPPA SECONDED TO APPROVE THE DESIGN TASK ORDER WITH LARKIN LAMP RYNEARSON FOR THE 2018 CDBG BIRCH STREET AND SIDEWALK PROJECT AT A COST NOT TO EXCEED \$29,273.65. (MOTION CARRIED 7-0)

### **B. Renewal of Ad-Hoc Development Committee**

Mayor Kelly said this item was discussed at the Workshop on January 8 with the suggestion that the ad hoc committee be reinstated with CMBRS Madigan, Janssen and Kelly as members.

CMBR Poppa asked for clarification on KOMA that they would not be in violation of any Governing Body members, including the Mayor, were to attend the meetings, but not participate.

City Administrator Moody said they had received clarification from City Attorney Mauer that attending the meetings would not be a KOMA violation and it is also consistent with the information Ms. Mau provided earlier.

**MOTION:** CMBR POPPA MOVED AND CMBR MCCORMACK SECONDED TO APPROVE THE AD HOC DEVELOPMENT COMMITTEE TO CONTINUE WORK ON DEVELOPMENT OF THE TWO CITY-OWNED SITES, THE ROCKS AND JOHNSON DRIVE AND ROE, AND TO APPROVE THE ADDITION OF CMBRS MADIGAN, JANSSEN, AND KELLY TO THE COMMITTEE WITH THE CAVEAT THAT THEY WILL ADD A REAPPOINTMENT PROCESS ON AN ANNUAL BASIS. (MOTION CARRIED 7-0)

### **C. Underground Stormwater Detention at The Rocks**

City Administrator Moody said they are seeking approval from Council to move forward with giving staff approval to execute a change order for the work in an amount up to \$275,000. Staff will meet with the engineer, look at the City's capabilities of cleaning versus contracting for cleaning because this would be a system that would need maintenance periodically. They do anticipate that once the land is platted there will be three lots and three owners and those landowners will all contribute to a property owner's maintenance fund. The fund will help maintain the stormwater detention facility as they are the beneficiaries of the facility.

**MOTION:** CMBR POPPA MOVED AND CMBR KELLY SECONDED TO INCORPORATE THE UNDERGROUND STORMWATER DETENTION NOT TO EXCEED \$275,000 IN GRADING FOR THE DRIVE BETWEEN LOT 2 AND LOT 3, ADDING \$15,800 INTO THE PYRAMID CONTRACT VIA CHANGE ORDER. (MOTION CARRIED 7-0)

## **VIII. ORDINANCES AND RESOLUTIONS**

### **IX. WORKSHOP ITEMS:**

#### **A. 2018 CARS Agreement with Johnson County and Roeland Park for Public Improvements to Roe Lane** (Workshop #6)

Public Works Director Leon said this is a standard agreement from the county that Roeland Park is accepting the funds from them. The project will be an award up to \$738,000, which is roughly 50 percent of the construction cost for the 2018 CARS Roe Lane Project. In the near future he will be bringing a contractor recommendation for the project once it goes out for RFP.

**MOTION:** CMBR POPPA MOVED AND CMBR HILL SECONDED TO APPROVE THE AGREEMENT BETWEEN JOHNSON COUNTY, KANSAS AND THE CITY OF ROELAND PARK FOR THE PUBLIC IMPROVEMENTS OF ROE LANE FROM ROE BOULEVARD TO COUNTY LINE. (MOTION CARRIED 7-0)

#### **B. Committee Liaisons Appointments** (Workshop #10)

Mayor Kelly asked for Council volunteers for the following committees.

Bike and Pedestrian Committee - CMBR McCormack and Mayor Kelly

1<sup>st</sup> Tier Suburbs Committee - CMBR Fast and CMBR Kelly

Northeast Animal Control - CMBR Madigan and CMBR Poppa

Stormwater Management Advisory Council (SMAC) - CMBR Janssen

47<sup>th</sup> and Mission Road Steering Committee - CMBR Hill and CMBR Poppa (alternate)

Ms. Jones-Lacy said the 47<sup>th</sup> and Mission Road Steering Committee has three official voting representatives from each city. One is generally a planning commissioner. Currently Bill Ahrens (Ward 2) is an active committee member. Recently, Committee Chair Scott Bingham has requested that one of the members be a local business owner.

CMBR Poppa said if they are looking for one Councilmember, he will step aside and let CMBR Hill remain as she is a Ward 2 resident.

CMBR Fast requested a copy of the visioning plan for the project.

It was noted that there is an open house January 23<sup>rd</sup> at Westwood City Hall from 4:30-7:30. Ms. Jones-Lacy said the Open House is strictly for the 47<sup>th</sup> Street road diet reconstruction program that Westwood is working on in conjunction with BikeWalkKC.

CMBR Fast also asked for an update at the 47<sup>th</sup> and Mission site. Ms. Jones-Lacy said she has reached out to the owner, but has not heard from them and believes everything remains status quo.

**MOTION:** CMBR KELLY MOVED AND CMBR POPPA MOVED TO APPROVE THE LIAISON APPOINTMENTS AS FOLLOWS CMBR MCCORMACK AND MAYOR KELLY TO THE BIKE AND PEDESTRIAN COMMITTEE; CMBR FAST AND CMBR KELLY TO THE 1<sup>ST</sup> TIER SUBURBS COMMITTEE; CMBR MADIGAN AND CMBR POPPA TO THE NORTHEAST ANIMAL CONTROL COMMITTEE; CMBR JANSSEN TO THE STORMWATER MANAGEMENT ADVISORY COUNCIL (SMAC); AND CMBR HILL AND CMBR POPPA AS AN ALTERNATE TO THE 47<sup>TH</sup> AND MISSION ROAD STEERING COMMITTEE. MOTION CARRIED 7-0.

**C. Approval to Pay Invoice for Northeast Animal Control Commission for 2018 and Designation of Representative to the Board (Workshop #13)**

City Administrator Moody said the invoice covers the 2018 portion of the City's expense which is based on population. The board members will continue the discussion concerning different methods of delivering the service, costs associated and ultimately a decision will be made as to what Roeland Park's participation will look like going forward in that organization.

**MOTION:** CMBR MADIGAN MOVED AND CMBR MCCORMACK SECONDED TO APPROVE THE PAYMENT OF THE INVOICE TO THE NORTHEAST ANIMAL CONTROL COMMISSION FOR 2018. (MOTION CARRIED 7-0.)

**D. Ordinance 957 - Mobilitie Franchise Agreement (Workshop #4)**

Public Works Director Leon said the desire is to create a standard document for the City as they get more requests from companies that want to attach things to streetlight poles.

CMBR Madigan asked how this would affect their ability to put up holiday decorations on the poles. Public Works Director Leon said he did not think it would interfere and that the wireless attachments would not be on every pole.

CMBR McCormack stated she would like to see what it would look like before she votes to approve this.

CMBR Janssen agreed with Ms. McCormack and has looked online at some of Mobilitie's attachments and said they are horrendous.

CMBR Hill requested to modify the motion so they could see the images.

CMBR Poppa recommended tabling the motion and to move it to the next Workshop so they have time to view the images.

Public Works Director Leon asked about the concern between cellular and Wi-Fi attachments. CMBR Kelly said the concern is with the power the antennas will emit. Cellular tends to be more robust.

**MOTION:** CMBR KELLY MOVED AND CMBR KELLY SECONDED TO APPROVE ORDINANCE 958. (No vote was taken)

**MOTION:** CMBR POPPA MOVED TO TABLE THE ITEM TO THE FEBRUARY 5 WORKSHOP FOR DISCUSSION PENDING PHOTOS AND ANSWER TO THE QUESTION ON WI-FI OR CELLULAR. (MOTION CARRIED 7-0)

#### **E. Mobilitie Pole Attachment Agreement (Workshop #5)**

**MOTION:** CMBR POPPA MOVED AND CMBR HILL SECONDED TO TABLE THIS ITEM TO THE FEBRUARY 5 WORKSHOP FOR DISCUSSION. (MOTION CARRIED 7-0)

City Administrator Moody said the difference between the pole antenna and the cellular tower is that the pole antenna is supportive of the tower and is complementary to one another and not creating a competition.

CMBR Hill asked if there was any data on the safety of the towers if they are in people's yards. City Administrator Moody said he could not speak to that but they followed the same franchise pole attachments agreements that were developed jointly with Olathe, Lenexa, Overland Park, Prairie Village and Leawood who had a group of attorneys that worked together on this development. Roeland Park has held firm that they want it to be the same as the other cities adopted so that they remain consistent.

Mayor Kelly requested that staff put the location of the attachments in other cities in the Workshop packet so that Councilmembers can look at them if they chose to.

CMBR Kelly said they only are looking for more information as far as the aesthetics. As a past radio technician, he said they would not cause any detrimental effects and believed they are low-powered, 12.5 watts. As a comparison, he said you can have 100 watt antenna in the back of the car and it not cause any problem.

Mayor Kelly asked to skip Workshop Items 8, 9, 11, 12 and 14 and move on to Fourth Quarter Safety Statistics.

#### **F. Fourth Quarter Safety Statistics (Workshop #8)**

Police Chief Morris stated in 2017, they now have the lowest crime rate that they have had in the last ten years. For the last quarter they had 205 calls for service.

Mayor Kelly thanked the Chief for having such a low rate in Roeland Park and it is in no small part based on his leadership. He asked him to accept the thanks of the Governing Body and to pass along their congratulations to the officers for their fine work.

Chief Morris says his officers are doing a great job.

CMBR Fast asked about the new vehicle. Chief Morris said one of their objectives is targeting the business district crime issue to try to bring those numbers down. Shoplifting is their biggest problem. They have been fortunate enough to acquire a crime enforcement vehicle. The use of the vehicle has been donated to the City and has been successful the past few weeks. He also told the Governing Body to sign up for a ride-along.

#### **G. November 2017 Financial Report (Workshop #9)**

Ms. Jones-Lacy said it takes longer to close out the end of the year, but she does have preliminary figures. There are a lot of adjustments that need to be done.

She touched on the highlights for November. Property taxes are the City's biggest revenue generator along with sales taxes. Both are up and doing well this year when compared with last year. They have a 5.2 percent increase in collections and property taxes over 2016. Sales and use taxes are 5.9 percent higher than last year and 3.5 higher than budget projections.

Franchise fees and court revenues are not doing as well. Franchise fees are 1.1 percent lower than they were in 2016. Gas fees are up as the rate increased in 2017.

Revenues are up \$125,000 or 2.6 percent over last year. License and permit revenues are up 25 percent from 2016 and are attributed to building permits and business license collections doing well and are expected to be over 100 percent for the year.

Expenditures are higher by 10 percent due to a change in the transfers made to other funds. The Council agreed to transfer money to TIF 2 and TIF 3 to account for shortfalls. TIF 3 transfers will be reversed as they are no longer needed and will be changed at the end of the year. They will be transferring additional money to cover some repairs that need to be made at the pool. They are also planning to transfer out additional reserves over the \$1.14 million for the sales tax reserve (Walmart reserve). Any amounts over that will go to a special infrastructure fund.

Investments as of November have accrued interest of almost \$70,000, less fees, to Columbia Capital which results in a net gain of \$56,640. In December, there will be market corrections.

Roeland Park subscribes to CERI (County Economic Research Institute, Inc.) and they provide statistics for Johnson County and also some pertaining to Roeland Park specifically. In 2017, CERI showed a 3.4 percent year-to-date increase in retail sales for Roeland Park compared to last year. Johnson County as a whole has seen a 2.3 percent increase year-to-date.

**H. Reappointments to Sustainability, Parks, Planning and Community Foundation Committee (Workshop #11)**  
Mayor Kelly said all three are great members and they appreciate their hard work and are happy that they have decided to donate another year of generosity and time.

**MOTION:** CMBR KELLY MOVED AND CMBR POPPA SECONDED TO APPROVE THE REAPPOINTMENTS OF THE CANDIDATES LISTED IN THE STAFF REPORT. (MOTION CARRIED 7-0)

**I. Review 2017 Objectives Performance Summary and 2018 Objectives Progress Summary (Workshop #12)**

City Administrator Moody said they had 20 objectives for 2017. Six of those remained incomplete at the conclusion of 2017. Eleven were completed on time and three were completed after the deadline. This is something he is certain they will be able to improve upon.

The objectives are developed by staff as well as the elected officials. The deadlines are usually put forth by the developer of the objective and Mr. Moody said there is no reason why they cannot complete them within the time frame they set for themselves.

There are 14 tasks left to be completed within the established budget and amount to about an \$11,300 savings.

Some of the items remain incomplete because the direction of the previous Council was to not issue general obligations bonds and move ahead with a pay-as-you-go approach on the CIP.

City Administrator Moody listed the remaining incomplete projects.

- Find a new location for Public Works. They have considered more than 30 options, but have not found the right place yet.
- Replace the tennis courts. They are working to get closer to that completion.
- Stormwater network inspection condition and rating. They have held off doing this because the SMAC committee was looking at doing some of the work that the City would have completed and SMAC would

pay for it. If SMAC does not commit to doing the work, then there are funds remaining in the budget. This is also a multi-year objective, but they will move forward with completing the inventory of the stormwater network.

- Update the City website. They continue to work on this and have experienced delays relating to the logo.
- Wayfinding sign program. The Council has already seen some preliminary work on this. They have held off on this objective while waiting for the final logo.

Mr. Moody highlighted the 2018 objectives due in the first quarter.

A-3 Evaluation of NOVUS and the potential meeting management software are due by end of March.

A-4 Electronic voting and log system options for Council chambers are due by the end of February. Staff is working on getting costs and determining what the current system is capable of in regards to the voting system. This would allow each Councilmember to vote electronically to help clarify where everyone stands on an issue.

C-2 Public Works is working on the removal of dead trees in Nall Park.

E-1 Add automated time and attendance to payroll. They have a preferred software provider and are trying to get to a point to bring firm numbers for approval to the Governing Body. Before they do that, they want to make sure that staff is assured that it will do everything that they want it to do within that cost.

E-2 Provide emergency response benefits to staff. The Council has completed that with an adopted change to the personnel policy that went into effect January 1, 2018.

F-1 Become a member of ICLI (Local Governments for Sustainability). They have completed the application and paid the membership fees.

F-2 Reflect update to the comprehensive plan for 2019 in the CIP. This was completed with the adoption of the 2018 budget.

G-2 Interface modules between receipts, credit transactions, general ledger and court. This item is getting more complex than they had initially anticipated. They are gathering the information of what interfaces are capable between the different softwares that they have. Some of the capabilities do not exist or the cost of creating the interfaces is more than what they believe it should be. They continue to gather information on what other softwares do have interface capabilities and look at moving to those softwares. City Administrator Moody said he is not excited about changing software as it takes a lot of time, energy and requires lot of retraining. He added it is important if staff is comprehensive in their review so they are able to answer questions from the Council.

G-3 Purchase Street Maintenance Equipment - Trailer and Asphalt Float. Public Works Director Leon is working on these items.

Staff will continue to provide updates on the 2018 objectives as well as the incomplete 2017 objectives on a quarterly basis and encouraged the Council to keep this report as a reference. If there are any questions, they should contact City Administrator Moody. This was the first year this type of focused priority was a part of the budget process. They look at what the citizen satisfaction survey says as well as listening to the opinions of Council and staff regarding opportunities to do things better, make room for improvement, and determine what are the most important things residents want them to focus on, all while maximizing a return on their investment.

Mr. Moody stated he wished they had got more done and done on time. He is glad they did the 2017 objectives completed within budget. As they complete the process for 2019, he suspects they will get better at their planning.

#### **X. REPORTS OF CITY OFFICIALS**

Mayor Kelly requested that each Governing Body member bring a name of a person for the Events Committee to the next Workshop meeting as they are short of their required members. They have put on a number of good important events in the community from Easter Egg Hunt to Oktoberfest to the Block Party in the summer. He said it would be a shame if they no longer have a Community Events committee. He added they all know of talented individuals who are waiting for a request to be involved and again challenged each one to come forward with a name at the next Workshop in February.

City Clerk Bohon reviewed upcoming events.

January 27 - Lovey Dovey Art Mart from 10 a.m. to 1 p.m.

January 29 - Community Forum 6:00 p.m. at the Community Center.

February 7 - Budget Retreat at Cupini's at 5:30 p.m.

February 21 - Business Breakfast Networking at US Bank at 7:30 a.m.

Mayor Kelly stated that he has been working with CMBR McCormack and CMBR Thompson preparing the topic of economic development for the community forum.

Mayor Kelly said he appreciated everyone working so hard tonight. He added that given they are now a new body, he suggested they work expeditiously and try to make sure that, absent extraordinary circumstances, they do a favor to the citizens and staff and try to be done with all Council meetings by 9:00 p.m. and this should be the goal moving forward.

#### **XI. ADJOURN**

**MOTION:** CMBR JANSSEN MOVED AND CMBR KELLY SECONDED TO ADJOURN. (MOTION CARRIED 7-0)

(Roeland Park City Council Meeting adjourned at 9:07 p.m.)

---

Mike Kelly, Mayor

---

Kelley Bohon, City Clerk



## Date:

Committee/Department:

Item Type:

### Details:

## Amount of Request:

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

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Item Number: Applications/Presentations- A.-2.  
Committee 2/19/2018  
Meeting Date:



## City of Roeland Park

Action Item Summary

Date:  
Submitted By:  
Committee/Department:  
Title: **Northeast Johnson County Chamber Update - Deb Settle**  
Item Type:

### Recommendation:

### Details:

#### Financial Impact

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

#### Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

## Date:

Committee/Department:

## Sustainability Update - Laura Steele

**Recommendation:**

## Financial Impact

## Additional Information

How does item benefit Community for all Ages?

Item Number: Unfinished Business- VII.-A.  
Committee 2/19/2018  
Meeting Date:



**City of Roeland Park**  
Action Item Summary

Date: 2/19/2018  
Submitted By: Keith Moody  
Committee/Department: Admin.  
Title: **Tennis Court Replacement Project**  
Item Type: Other

**Recommendation:**

**For informational purposes only.**

**Details:**

At the January 22nd meeting, Council approved the award of McConnell and Associates to construct the new tennis courts at R Park. The approval was pending the award of \$32,000 in grants from USTA and the Missouri Valley Regional USTA. The City received word recently that we will receive \$20,000 of those grant funds from USTA and the \$12,000 from the Missouri Valley USTA.

Public Works will begin demolition of the existing tennis courts in the next couple months.

**Financial Impact**

|                                                                                                              |                            |
|--------------------------------------------------------------------------------------------------------------|----------------------------|
| Amount of Request: \$143,857.50 for construction, total including engineering and demolition is \$171,857.50 |                            |
| Budgeted Item?                                                                                               | Budgeted Amount: \$150,000 |
| Line Item Code/Description:                                                                                  |                            |

**Additional Information**

Staff recommends moving forward submitting application to the national USTA (\$20,000) and the

Missouri Valley Regional USTA for grants (\$12,000) in support of reconstructing the tennis courts at R Park. The application would reflect the City's commit of \$139,857.50 in local funds to complete the tennis court reconstruction. This amount includes \$10,000 in out of pocket expenses estimated the City would incur if Public Works completes demolition. It does not reflect the Public Works staff hours.

Staff will prepare a contract with McConnel for action at the 2/19 Council meeting. Notice of grant award should be available by that time.

Attached are the engineering plans reflecting the tennis court reconstruction at R Park. The budget for this project was initially established at \$150,000 with \$20,000 of that for engineering and \$130,000 for construction. That budget was set in anticipation of receiving \$20,000 in grants and \$130,000 being paid from the Special Infrastructure Fund.

McConnel and Associates is the low bidder at \$143,857.50, which does not include demolition of the existing tennis courts. Public Works estimates that they can complete demolition with an out of pocket cost of \$10,000. McConnel provided an add alternate price of \$18,676.80 to demo the existing courts.

We anticipate receiving \$32,000 in grant funds, leaving \$139,857.50 in costs to be paid by the City, \$9,857.50 more than budgeted. The total estimated cost of the project is \$171,857.50, consisting of \$18k in engineering, \$10k in demolition costs, and \$143,857.50 for construction.

The budget for this project was set back in June of 2016 based upon Overland Park's recent reconstruction of a dual tennis court in one of their parks. We did not anticipate adding disabled parking (none exists currently) or constructing an accessible walkway from the disabled parking to the courts (these are requirements of securing the grants from USTA and valued improvements at our parks).

The National USTA grant review occurs weekly and the regional USTA grant review coincides with that process. We anticipate having verification of award within two weeks following our submittal. A funding commitment letter from the applicant must accompany the application.

Staff recommends Public Works complete demolition as this reduces the out of pocket cost of the project by \$8,700. Demolition is within the capabilities of Public Works staff and can be completed prior to spring (our busy season).

An add alternate was also provided for two backboard systems, which are attached to the fence and used by individual players to practice alone. Since the project is over budget without these items staff does not recommend including them in the contract.

This project provides for the replacement of the existing two court facility with a new two court facility, with two sets of lines, one for youth and one for adults. The investment is another example of the City leveraging local funds with federal and regional dollars for infrastructure replacement.

How does item relate to Strategic Plan?

## How does item benefit Community for all Ages?

### ATTACHMENTS:

| Description                               | Type       |
|-------------------------------------------|------------|
| 📎 Draft- USTA Grant Application           | Cover Memo |
| 📎 McConnel Bid Documents                  | Cover Memo |
| 📎 Tennis Court Replacement Plans          | Cover Memo |
| 📎 Tennis Court Replacement Specifications | Cover Memo |
| 📎 Tennis Court Bids                       | Cover Memo |



# 2017 Facility Grant Application

## Grant Summary and Eligibility

The United States Tennis Association is pleased to offer the 2017 USTA Facility Grant. The grant is for facilities open to the public.

All communities completing the application must have received the electronic application from [facilities@usta.com](mailto:facilities@usta.com)

## Grant Categories:

**Category I: Basic Facility Improvements:** including fixed court amenities (i.e. backboards, fencing, windscreens, etc). **Grants up to 50% of the total project cost (\$4,000 max)**

**Category II: Resurfacing:** Resurfacing of existing courts at tennis facilities. Lighting. **Grants up to 50% of the total project cost (\$10,000 max)**

**Category III: New Construction or Existing Facility Reconstruction & Expansion:** Grants up to 50% of the total project cost (\$20,000 max)

## Grant Deadlines and Award Announcements

- 2017 Applications will be offered and reviewed on an ongoing monthly basis.
- Applicants will receive feedback within 30 days of submission from their project consultant.

## A. Facility Information.

1. Facility Name – please give the entire name (i.e., City of Smashville: John Racquet Memorial Park Tennis Complex).

2. Facility Address - please give the physical location of the courts.

3. Facility E-mail/website – The webpage can be facility specific or a city/gov. web page that gives information on tennis court hours/times, costs and program information.

4. USTA Section – visit [www.usta.com](http://www.usta.com) and select 'find a section' from the top right of the page to determine your section.

5. Number of Courts at Facility – please indicate the total # 78', 60' & 36' currently at the facility and the total number that will be at the facility after construction/reconstruction or new lines are added

6. Type of Surface – please give the number of courts with each type of surface specified. Information is easily determined by court surface contractors.

7. Date of when courts were first constructed - If you do not know an exact date, please indicate estimated date

8. USTA Membership # (required) - This can be a facility membership or sponsoring association membership, but not an individual membership.

9. Please confirm which level of funding you are seeking.

## B. Agency / Applicant information.

1. Organization Name – agency that owns the existing or proposed tennis facility.

2. Applicant Name – if different than the owner of the tennis facility.

3. Contact person – person who may be contacted during the grant application review process to answer questions on the request.

4. Address - complete mailing address of applicant.

5. E-mail address of contact person.

6. Phone numbers for contact person; please give descriptor (i.e. cell, work, recreation center) and include extensions if needed to reach the contact.

## C. Information about Improvements.

1. Describe improvements – This must be a written description and should identify improvements completed to date and those improvements for which the applicant wishes funding assistance.

2. Photographs – required of all sites for improvement (even if it is undeveloped land) **All photos should be uploaded to the link provided in the email.**

3. Detailed timeline from conception to completion. Include dates of fundraisers and award notifications of pending grants.

4. Detailed sketch of the tennis court area(s) (Cat I and II). Include:

- Dimensions from baselines to fixed obstruction (fences, light poles, walls, etc.)
- Dimensions from sidelines to fixed obstructions (fences, light poles, walls, etc.)
- Dimensions between the courts
- Locations and width of gates

Or, detailed construction drawings of the proposed project (Cat III only)



#### D. Funding Information.

1. Grant amount requesting – the amount must not exceed the allowable amount per category.

Total estimated cost: This total should reflect only facility upgrades authorized. **The cost of the project cannot include construction work already completed.**

2. Total amount of committed local funds available – please indicate the amount of money that is currently committed to the project. The FUNDS column must include committed funds currently available – attach proof of committed funds (i.e. award letters of other grants, letter of committed funds from Park and Recreation Director, or minutes of a budget meeting). The EXPENSES column should give the costs of professional fees, material costs, and administrative fees specifically. **Do not include costs for construction already completed.**
3. A W9 will be requested if awarded funds.
4. Attach proof of committed funds (i.e. award letters of other grants, letter of committed funds from Park and Recreation Director, or minutes of a budget meeting, bank account statements, etc.).
5. Bids and prices should be dated within 3 months of application submission date.

#### E. Facility's Potential.

1. Facility media or marketing plan to attract players/publicize success
2. Provide details on current and planned programming for the tennis facility to include lessons, tournaments, league play and cooperative efforts with schools and other tennis organizations, including USTA Sections. Provide copies of newsletters, brochures and other literature demonstrating programs and how tennis is promoted in the community. The Program Plan should outline existing tennis programming and the anticipated tennis programming post renovation.
3. Commitment letter must be from the owner of the facility and should demonstrate the ability of the owner to provide continued programming and maintenance.

#### F. Certification.

1. If the facility owner and applicant are two separate organizations, both must sign and date the certification.

USTA Use Only  
 TPA No. \_\_\_\_\_  
 Submitted On \_\_\_\_\_  
 Meet requirements: \_\_\_\_\_

**A. Facility Information:**

1. Facility Name: 9670 APP: Roeland Park Tennis Courts at R Park
2. Facility Address (street): 5535 Juniper  
 (city, state and zip): Roeland Park, KS 66205
3. Facility E-mail Address and/or Website\*: www.Roelandpark.net
4. USTA Section: Missouri Valley
5. Number of Courts at Facility: Existing 2 78'      60'      36' At completion: 2 78' 1 60' 2 36'
6. Type of Surface: X Hard      Clay  
 If the courts are hard, please indicate: X Asphalt      Concrete Other:
7. Year the courts were originally constructed: Unknown Last Resurfaced: Unknown
8. USTA Membership #: 2017058344

*\*By providing your e-mail address you authorize the USTA and any Official Sponsors to contact you via electronic mail.*

9. Please confirm the level of funding for which you are applying:

| Category     | Description                                                                                                            | Funding Amount                                      | Requested Level of Funding          |
|--------------|------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|-------------------------------------|
| Category I   | Basic facility improvements including fixed court amenities (i.e. backboards, fencing, windscreens, etc.)              | Up to 50% of total project cost (\$4,000 maximum).  | <input type="checkbox"/>            |
| Category II  | Resurfacing of existing 36', 60' and 78' courts. Converting an existing 78' court to stand-alone 36' courts. Lighting. | Up to 50% of total project cost (\$10,000 maximum). | <input type="checkbox"/>            |
| Category III | New construction or existing facility reconstruction of 36', 60' and 78' courts.                                       | Up to 50% of total project cost (\$20,000 maximum). | <input checked="" type="checkbox"/> |

## B. Agency/Applicant Information:

1. Organization Name: City of Roeland Park
2. Applicant Name: Keith Moody
3. Contact Person: Keith Moody
4. Address: 4600 W 51<sup>st</sup> Street, Roeland Park, KS 66205
5. E-mail address: [kmoody@roelandpark.org](mailto:kmoody@roelandpark.org)
6. Phone numbers: Primary: 913 722 2600 Alternate: 816 309 6337

## C. Information about Improvements:

All applicants must submit:

1. Description of planned improvements **Project consists of reconstructing two tennis courts in the same location of two existing tennis courts that are estimated to be more than fifty years old. Project will include new fencing, as well as the construction of accessible parking and sidewalk connection to the new courts.**
2. Photographs of the existing property

Picture 1- Existing Courts at R Park standing at the NW corner looking SE





Picture 2- Fence along the North side of existing Courts



Picture 3- Existing Courts standing at the SW corner looking NE





Picture 4- Settled pavement around net post



3. A detailed timeline

The construction timeline **attached** is from the day of notice to proceed issued to the construction contractor (this would follow notice from USTA of grant approval). Hope to complete construction during the 2018 calendar year.

4. Detailed sketch or construction drawings

- a. Category I and II applicants must include 1 copy of a detailed sketch of the tennis court area(s). Detailed construction drawings may be required of Category II applicants depending on the scope of project. Your USTA National project consultant will communicate this to you if needed.
- b. Category III applicants must include 1 copy of detailed construction drawings of the proposed project. Plans must provide sufficient dimensional information to ascertain adequacy of court(s) size and placement on the property. Please refer to the “Typical Construction Document Contents” information distributed with the application.

Please note that you may have previously submitted this material to your Project Consultant during the Technical Phase of this process. But, these documents are required again for the grant committee to make a funding decision. Submit the information that has been approved by the Technical Committee. Submitting an un-approved scope of work will delay the funding decision.

Label all attachments with the facility name and TPA # and upload to the link provided.

#### D. Funding Information:

1. Grant amount requesting: \$ 20,000 Total estimated cost of project: \$ 171,857.50
2. Total amount of committed local funds available now: \$ 139,857.50

| Funds<br>Please attach proof | Amount            |
|------------------------------|-------------------|
| USTA Section office          | 12,000            |
| USTA District office         |                   |
| Park and Recreation          | 139,857.50        |
| Government Grants            |                   |
| Foundations                  |                   |
| Corporations                 |                   |
| Fundraising Efforts          |                   |
| Local Sponsors               |                   |
| Others (specify)             |                   |
| <b>Total Funds</b>           | <b>151,857.50</b> |

| Expenses                                                                  | Amount            |
|---------------------------------------------------------------------------|-------------------|
| Professional Fees                                                         | 18,000            |
| Construction Costs                                                        | 143,857.50        |
| Other Costs (specify)                                                     |                   |
| Demolition Costs<br>(out of pocket cost<br>for City Staff to<br>complete) | 10,000            |
|                                                                           |                   |
|                                                                           |                   |
|                                                                           |                   |
|                                                                           |                   |
| <b>Total Expenses</b>                                                     | <b>171,857.50</b> |

If Total Expenses exceed Total Funds, please explain how the difference will be covered:

The City anticipates \$20,000 in USTA grant funding for use on this project.

3. If granted, make the check(s) payable to: City of Roeland Park
4. Provide letters of commitment from all funding sources identified above. **The attached letter from the City committing to ongoing programming and facility maintenance also includes a commitment of \$139,857.50 of City funding for this project.**
5. Provide professional estimates, bids or actual costs. Estimates, bids and/or actual costs must match expense amounts presented above and reflect the improvements identified in the description of planned improvements provided in item C1 above. **Attached are the bid documents from the lowest bidder (McConnel and Associates) from the 1-10-18 Tennis Court Reconstruction Project bid opening. SKW's engineering contract for this project has a not to exceed cost of \$18,000. Total cost of the project is \$171,857.50.**

## E. Facility's Potential

1. Media/Marketing Plan: Briefly describe how a USTA grant would grow and/or enhance the game of tennis in the community (i.e. increased number of players and programs). Describe how the community/tennis facility will commit to publicizing the grant, the participants, the local donors, and post renovation programs.

Roeland Park has the lowest average age by population for all the Johnson County Kansas communities. We are an active community; the new courts will return tennis as an option to our residents for a healthy active sport and recreation opportunity in our community.

The existing courts were built by the school district in the 1950's at what was one of their schools. The City purchased the property in 2005, demolishing the school building to create a new regional park. A master plan for the development of the park was adopted in early 2017. The Parks Committee as well as a local fundraising group (Citizen's Fundraising Initiative for R Park) are both very supportive of returning the courts to a playable condition. The fundraising group has aided in funding trails, shade structures, picnic tables, benches, trash receptacles and trees for R Park, helping the City make the park a functional center for recreation in our community.

The City will publicize the grant through all our social media outlets (Facebook, Twitter, Nextdoor, Constant Contact) as well as through our bi-monthly newsletter, city website, the Shawnee Mission Post, and the Johnson County Parks and Recreation District publications. Johnson County Parks and Recreation District (JCPRD) serves as the parks and recreation programming agency for the city and they will be offering programs at the R Park courts post renovation.

The City will host USTA at a Council meeting with local press in attendance to for a formal grant award presentation. The City and Johnson County will host USTA at the Courts for a grand opening ribbon cutting ceremony with local press in attendance. The City will proudly display USTA Section court and game informational signage at the new facility.

2. Provide a detailed tennis programming plan identifying the current tennis programs provided at the facility, and plans for future tennis programming after proposed improvements are completed.

Priority for funding is given to facilities that can and will use 36' & 60' courts and/or blended lines.

There is no programming for the existing courts. **Attached** is a detailed Tennis Programming and Marketing Plan for the facility. JCPRD will handle the programming, registration, staffing, scheduling, notices, and interested person would enroll through JCPRD. Special events to promote tennis including local tournaments will be programed through JCPRD. JCPRD provides management and programming at the Roeland Park Community Center and Aquatic Center currently. JCPRD is an experienced tennis program administrator.

3. Submit a letter from the facility owner on letterhead agreeing to a five year period of ongoing programming and facility maintenance. The letter should specifically indicate the facility will remain open to the public during commitment period that starts when the funded project is complete. **Attached**

## F. Certification

By signing this application, the application certifies that the information provided with this application is true and correct, and agrees to the following:

- The facility agrees, if requested, to disclose or provide information regarding all usage fees prior to grant assistance.
- The facility will comply with all applicable A.D.A. requirements and remain open to the public
- The facility will provide a safe, properly constructed and functional facility, including other amenities (i.e. shade areas, water fountains, backboards, lighting, etc.) to make the game of tennis more enjoyable and to encourage the growth of tennis.
- The facility will provide photos and documentation of publicity after renovations
- The facility will be constructed as approved by the USTA's Technical Team
- As a requirement of acceptance of USTA funding, the facility agrees to develop new tennis players by providing clinics, beginner or retention programs. These programs must be identified in detail within the application.
- Incomplete applications will result in the application being returned without consideration for funding.
- I understand that if this application is successfully funded the amount awarded will be distributed on a draw basis as accountability forms are submitted to and approved by the USTA.

Keith Moody

Applicant (PRINT)

Facility Representative (PRINT)

Needed if applicant does not represent facility owner

Signature

Signature

Date

Date

Any photographs, brochures, or materials submitted in connection with this application are considered the property of the USTA and will not be returned. By submitting this application, applicant grants to the USTA and its assignees the right to use facility's name, history, description, photograph, rendering, or any other materials submitted in connection with this application for any and all promotional purposes.



Check list – please include this checklist with the application and retain one copy of each application component for your records.

**DID YOU REMEMBER TO INCLUDE THE FOLLOWING?** (1 COPY OF EACH)

Check Here:

- |                                                             |                                            |
|-------------------------------------------------------------|--------------------------------------------|
| Pages 4-7 of the application                                | <input checked="checked" type="checkbox"/> |
| Description of Improvements <b>C1</b>                       | <input checked="checked" type="checkbox"/> |
| Supporting photos <b>C2</b>                                 | <input checked="checked" type="checkbox"/> |
| Project time line <b>C3</b>                                 | <input checked="checked" type="checkbox"/> |
| <b>Cat I or II</b> Drawings with court dimensions <b>C4</b> | <input type="checkbox"/>                   |
| <b>Cat III</b> Construction documents <b>C4</b>             | <input checked="checked" type="checkbox"/> |
| Proof of committed funds <b>D4</b>                          | <input checked="checked" type="checkbox"/> |
| Estimates or bids and/or Price list <b>D5</b>               | <input checked="checked" type="checkbox"/> |
| Marketing plan <b>E1</b>                                    | <input checked="checked" type="checkbox"/> |
| Program Plan <b>E2</b>                                      | <input checked="checked" type="checkbox"/> |
| Facility owner's commitment <b>E3</b>                       | <input checked="checked" type="checkbox"/> |

***Important Reminders:***

- Submit application to your project consultant via email
- Be sure to label (i.e. application, drawings, photos, program, letter of support, etc.)
- If you need help, call or e-mail your project consultant

**BID PROPOSAL**

**R-PARK TENNIS COURT RECONSTRUCTION**

**SKW PROJECT NO. 130099-370**

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

Name of Bidder McConnell and Associates Corp

Address of Bidder 1225 Iron Street, North Kansas City, MO 64116

Telephone Number of Bidder ( 816 ) 842-6066

To the CITY OF ROELAND PARK, KANSAS

THE UNDERSIGNED BIDDER, having examined the Plans, Specifications, Regulations of the Contract, Special Conditions and other proposed Contract Documents, and all addenda thereto; and being acquainted with and fully understanding (a) the extent and character of the work covered by the Proposal; (b) the location, arrangement, and specified requirements for the proposed work; (c) the location, character and conditions of trees, utilities, drainage structures, and other installations, both surface and underground which may affect or be affected by the proposed work; (d) the nature and extent of the improvements to be made and the type, character and general condition of materials to be used; (e) the necessary handling and rehandling of materials; (f) the difficulties and hazards associated with the work (g) local conditions relative to labor, transportation, hauling, and rail delivery facilities; and (h) all other factors and conditions affecting or which may be affected by the work,

HEREBY PROPOSES to furnish all required materials , supplies, equipment, tools and plant; to perform all necessary labor and supervision; and to construct, install, erect, and complete all work stipulated in, required by, and in accordance with, the proposed Contract Documents and the drawings, Specifications, and other documents referred to therein (as altered, amended, or modified by addenda), in the manner and time prescribed, and that he will accept in full payment sums determined by applying to the quantities of the following items, the following unit prices and/or any lump sum payments provided, and he understands that the quantities herein given are those that will be used to determine the contract amount.

# R-PARK TENNIS COURT RECONSTRUCTION

SKW PROJECT NO. 130099-370

CITY OF ROELAND PARK, KANSAS  
JOHNSON COUNTY, KANSAS

## ITEMIZED PROPOSAL

|                       | Bid Item                                                   | Unit | Quantity | Unit Price | Total Price         |
|-----------------------|------------------------------------------------------------|------|----------|------------|---------------------|
| 1                     | Mobilization                                               | LS   | 1        | \$2,000.00 | \$2,000.00          |
| 2                     | Site Demolition (excluding Tennis Court Asphalt & Fencing) | LS   | 1        | \$8,740.00 | \$8,740.00          |
| 3                     | 6" Concrete Sidewalk/ADA Ramp                              | SY   | 20       | \$72.00    | \$1,440.00          |
| 4                     | Concrete Curb and Gutter                                   | LF   | 73       | \$35.00    | \$2,555.00          |
| 5                     | Full Depth Asphalt Pavement (Parking Stalls)               | SY   | 60       | \$63.00    | \$3,780.00          |
| 6                     | ADA Parking Wheelstops                                     | EA   | 2        | \$150.00   | \$300.00            |
| 7                     | ADA Parking Signage                                        | EA   | 2        | \$300.00   | \$600.00            |
| 8                     | ADA Parking Pavement Striping                              | LS   | 1        | \$350.00   | \$350.00            |
| 9                     | 10' Height Black Vinyl Chain Link Fence & Gate             | LF   | 461      | \$66.00    | \$30,426.00         |
| 10                    | Concrete Curb @ Tennis Courts                              | LF   | 464      | \$27.00    | \$12,528.00         |
| 11                    | Full Depth Asphalt Pavement (Tennis Courts)                | SY   | 1440     | \$44.50    | \$64,080.00         |
| 12                    | Aggregate Trail Installation (Re-use salvage materials)    | SY   | 15.5     | \$35.00    | \$542.50            |
| 13                    | Tennis Court Surfacing                                     | SY   | 1440     | \$8.00     | \$11,520.00         |
| 14                    | Tennis Court Striping                                      | LF   | 996      | \$1.00     | \$996.00            |
| 15                    | Tennis Court Nets (incl. footings)                         | EA   | 2        | \$1,000.00 | \$2,000.00          |
| 16                    | Seeding                                                    | LS   | 1        | 1,500.00   | \$1,500.00          |
| 17                    | Contractor Construction Staking                            | LS   | 1        | \$500.00   | \$500.00            |
| <b>Total Base Bid</b> |                                                            |      |          |            | <b>\$143,857.50</b> |

(Total Base Bid written in words)\$ one hundred and forty-three thousand, eight hundred and fifty-seven **Dollars** fifty **Cents**

|   | ALTERNATE BID ITEMS                                   |    |      |            |             |
|---|-------------------------------------------------------|----|------|------------|-------------|
| 1 | Demolition of Existing Tennis Court Asphalt & Fencing | SY | 1440 | \$12.97    | \$18,676.80 |
| 2 | Tennis Court Backboard System                         | EA | 2    | \$3,750.00 | \$7,500.00  |

## PROPOSAL QUANTITIES

The contractor shall be paid the said unit prices listed in the proposal. The contractor shall make his own evaluation of the quantities required to complete the work. In the event the contractor evaluation of quantities is different from those listed in the proposal he may adjust his unit price bid up or down to cover his complete cost for performing the work. Quantities will not be changed after the bid is accepted by the city.

The unit price bid for each item shall include all of the contractors cost and profit including equipment, labor, supervision, material and all incidentals necessary to furnish the work complete and ready for use. Extension of quantities in this contract shall be paid in the Unit Price provided in the base bid unless that item is not covered in the base bid.

PROPOSAL ABBREVIATIONS

SF – SQUARE FEET  
LF - LINEAR FEET  
SY – SQUARE YARDS  
LS – LUMP SUM  
EA - EACH

The undersigned as a bidder declares:

That he has been regularly engaged in contract work of the class required by the specifications for 5 years, and respectfully invites your attention to the following work that has been completed under his direction:

College Boulevard Activity Center Tennis Courts - Olathe KS (2015)

---

Kearney High School Tennis Court - Kearney, MO (2017)

---

Olathe Parks Tennis Court Rebuilding - Olathe KS (2015)

---

Harmon Park Tennis Court Rebuild - Priarie Village, KS (2014)

---

Arbor Villar Park Tennis Court Rebuild - KCMO (2015)

---

That he has personally examined the location of the proposed work and determined the amount and character of the proposed work, and the material and equipment necessary to complete the same in compliance with the accompanying contract, plans and specifications.

The undersigned proposes and agrees, if this bid proposal is accepted, to provide all necessary machinery, tools, equipment and other means of construction, and to do all the work specified in the documents of the contract in the manner therein prescribed and according to the requirements of the Engineer as therein set forth.

The undersigned agrees, if this proposal is accepted, to begin work within a period of 10 calendar days after the Notice to Proceed and to complete the work within 60 calendar days, otherwise to be governed by the stipulations of the accompanying articles of the contract. This is considered the Base Bid.

Addendum Receipt:

The undersigned Bidder acknowledges receipt of the following addenda to the Contract Documents:

Addendum NO. n/a, Date \_\_\_\_\_

Addendum NO. \_\_\_\_\_, Date \_\_\_\_\_

Addendum NO. \_\_\_\_\_, Date \_\_\_\_\_

Addendum NO. \_\_\_\_\_, Date \_\_\_\_\_

Addendum NO. \_\_\_\_\_, Date \_\_\_\_\_

The undersigned, as Bidder, hereby declares that the only person or firms interested in the Proposal as principal or principals is or are named herein and that no other persons or firms than herein mentioned have any interest in this Proposal or in the Contract to be entered into; and this Proposal is made without connection with any other person, company, or parties making a bid or proposal; and that is in all respects fair and in good faith, without collusion or fraud.

The undersigned agrees and assures the Owner that if awarded this Contract, he will fully abide by the requirements of these Contract Documents.

In submitting this bid, the undersigned declares that it is of lawful age and executed the accompanying bid on behalf of the bidder therein named, and that it had lawful authority so to do. The undersigned further declares that he has not directly or indirectly entered into any agreement, expressed or implied, with any bidder or bidders, having for his object the controlling of the price or amount of such bid or any bids, the limiting of the bid or bidders, the parceling or farming out to any bidder or bidders, or other persons, of any part of the subject matter of the bid or bids or of the profits thereof, and that he has not and will not divulge the sealed bid to any person whomsoever, except those having a partnership or other financial interest with bidder in said bid or bids, until after sealed bid or bids are opened.

The undersigned further declares that he has carefully examined the Notice to Bidders, Instructions to Bidders and other Contract Documents, and it has inspected the actual location of the work, together with the local sources of supply, and has satisfied himself as to all conditions and quantities, and understands that in signing this Bid he waives all right to plead any misunderstanding regarding the same.

The undersigned hereby agrees to furnish the required bonds and insurance certificates and execute an Agreement within ten (10) calendar days from and after notice of the award of the Contract, and failure of the bidder to do so shall constitute a default, and the City may thereafter take such steps to protect its legal rights as it deems in its best interest, including, but not limited to, enforcement of its rights as to bid security.

It is understood that the City will pay in a prompt and timely manner pay estimates when submitted and approved by the Architect/ Engineer and further approved by the City staff coordinator for the project, all as provided in the Contract Documents.

The undersigned agrees that the accompanying bid deposit shall become the property of the Owner, should he fail or refuse to execute the Contract or furnish the Bond as called in the Specifications within the time provided.

Enclosed is a certified check, cashier's check or bid bond in the amount of \_\_\_\_\_  
5% of the total amount

DOLLARS (\$ 5% of the total amount ), made payable to the City of Roeland Park, which the undersigned agrees is subject to being forfeited to and becoming the property of the City as liquidated damages and not as penalty, together with other legal remedies the City may choose to invoke, all as set forth in the Instructions to Bidders Section IB-9, should this Bid be accepted and the Contract be awarded to this bidder and he should fail to enter into an Agreement in the form prescribed and to furnish the required insurance, bonds and other required documents within ten (10) calendar days as above stipulated, otherwise the bid security shall be returned to the undersigned upon signing of the Agreement and delivery of the approved bonds and other required documents to the City of Roeland Park, Kansas.

DATED in Wednesday this 10th  
day of January, 20 18.

Signature of Bidder: 

If an individual: \_\_\_\_\_

doing business as: \_\_\_\_\_

If a Partnership: \_\_\_\_\_

BY \_\_\_\_\_, member of firm

If a corporation: McConnell and Associates Corp

BY Mike Mehaffey

Title Project Manager

SEAL

Business Address of Bidder: 1225 Iron Street, North Kansas City, MO 64116

If bidder is a corporation, supply the following information:

State in which incorporated MO

Name of business address of its:

President Scott McConnell

Secretary Chris Hanson

Date 1/10/18

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS that we **McConnell & Associates Corp., 1225 Iron Street, North Kansas City, MO 64116**

as Principal, hereinafter called the Principal, and **The Ohio Casualty Insurance Company, 62 Maple Avenue, Keene, NH 03431**

a corporation duly organized under the laws of the State of **New Hampshire** as Surety,

hereinafter called the Surety, are held and firmly bound unto the **City of Roeland Park, KS, 4600 W. 51<sup>st</sup> Street, Roeland Park, KS 66205**

Obligee, hereinafter called the Obligee, in the sum of **Five Percent (5%)** of the Amount Bid Dollars (\$-----),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **R-Park Tennis Court Reconstruction**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain full force and effect.

Signed and sealed this **10th** day of **January**, **2018**

(Witness)

**McConnell & Associates Corp.**

(Principal)

  
(Title)

**The Ohio Casualty Insurance Company**

(Surety)

(Seal)

  
(Witness)  
Peggy Marrs, Attorney-in-Fact

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7406734

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Christopher Davolt; Kimberly Beckman; Marty Hensley; Peggy Marrs; Travis Barker

all of the city of LIBERTY, state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of June, 2016.



STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 29th day of June, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: David M. Carey  
David M. Carey, Assistant Secretary

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts** – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of January, 2018



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.





# AMERICAN SPORTS BUILDERS ASSOCIATION

*Through Its Certification Board  
Has Conferred Upon*

**Mike Mehaffey**

*The Designation*

**CERTIFIED TENNIS COURT BUILDER**



FOR EFFORTS TO RAISE THE PROFESSIONAL  
STANDARDS OF TENNIS COURT CONSTRUCTION  
AND FOR HAVING SUCCESSFULLY FULFILLED THE  
CONDITIONS OF ELIGIBILITY AND PASSED THE  
REQUIRED EXAMINATION.

In witness whereof we have set our hands on  
this 20th day of February, 2015

Certification valid for a period of 3 years.

  
Executive Vice President

  
Certification Chairman



R-PARK TENNIS COURTS  
R-PARK  
CITY OF ROELAND PARK, KANSAS  
CITY PROJECT NO. 17-PARK-002

## INDEX OF SHEETS

|           |      |                                            |
|-----------|------|--------------------------------------------|
| SHEET NO. | C001 | COVER SHEET                                |
| SHEET NO. | C101 | SURVEY                                     |
| SHEET NO. | C201 | DEMOLITION PLAN                            |
| SHEET NO. | C301 | SITE LAYOUT PLAN                           |
| SHEET NO. | C401 | GRADING AND EROSION CONTROL PLAN           |
| SHEET NO. | C402 | BID ALT#1 GRADING AND EROSION CONTROL PLAN |
| SHEET NO. | C501 | DETAILS - 1                                |
| SHEET NO. | C502 | DETAILS - 2                                |

PREPARED & SUBMITTED BY:  
**SHAFFER, KLINE & WARREN, INC.**  
CONSULTING ENGINEERS  
11250 CORPORATE AVENUE  
LENEXA, KANSAS

ENGINEER

DATE \_\_\_\_\_

REVIEWED BY:  
CITY OF ROELAND PARK

JOSE LEON  
DIRECTOR OF PUBLIC WORKS  
CITY OF ROELAND PARK

DATE \_\_\_\_\_

**UTILITY NOTE:**

VISUAL INDICATIONS OF UTILITIES ARE AS SHOWN. UNDERGROUND LOCATIONS SHOWN, AS FURNISHED BY THEIR LESSORS, ARE APPROXIMATE AND SHALL BE VERIFIED BY THE CONTRACTOR IN THE FIELD AT THE TIME OF CONSTRUCTION. FOR ACTUAL FIELD LOCATIONS OF UNDERGROUND UTILITIES, CALL 1-800-344-7233, KANSAS, 1-800-344-7483, MISSOURI OR THE APPROPRIATE UTILITY COMPANY IF THEY ARE NOT A MEMBER OF THE UNDERGROUND LOCATING SERVICE.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES FOR FIELD LOCATION OF ALL UNDERGROUND UTILITY LINES PRIOR TO ANY EXCAVATION AND FOR THE COORDINATION AND SCHEDULING WITH UTILITY OWNERS OF ALL WORK REQUIRED TO RESOLVE CONFLICTS WITH INSTALLATIONS, CONSTRUCTIONS, EXCAVATIONS, REMOVALS, PLACEMENTS, RELOCATION AND OTHER MISCELLANEOUS WORK SHOWN UPON THESE PLANS OR REQUIRED WITHIN CONTRACT DOCUMENTS

ELECTRIC KANSAS CITY POWER & LIGHT COMPANY  
REAL ESTATE DEPARTMENT  
4400 EAST FROM STREET  
KANSAS CITY, MISSOURI 64141-9679  
816.556.2200

ATTN: RANDY JAMISON  
GAS KANSAS GAS SERVICE  
11401 WEST 89TH STREET  
OVERLAND PARK, KANSAS 66214  
913.599.8953

ATTN: CHUCK McADAMS  
GAS SOUTHERN STAR GAS PIPELINE  
8195 COLE PARKWAY  
SHAWNEE, KANSAS 66227  
913.422.6301

ATTN: MIKE DEGRAEVE  
WATER WATERONE  
10747 RENNER BOULEVARD  
LENEXA, KANSAS 66219-9624  
913.895.5765

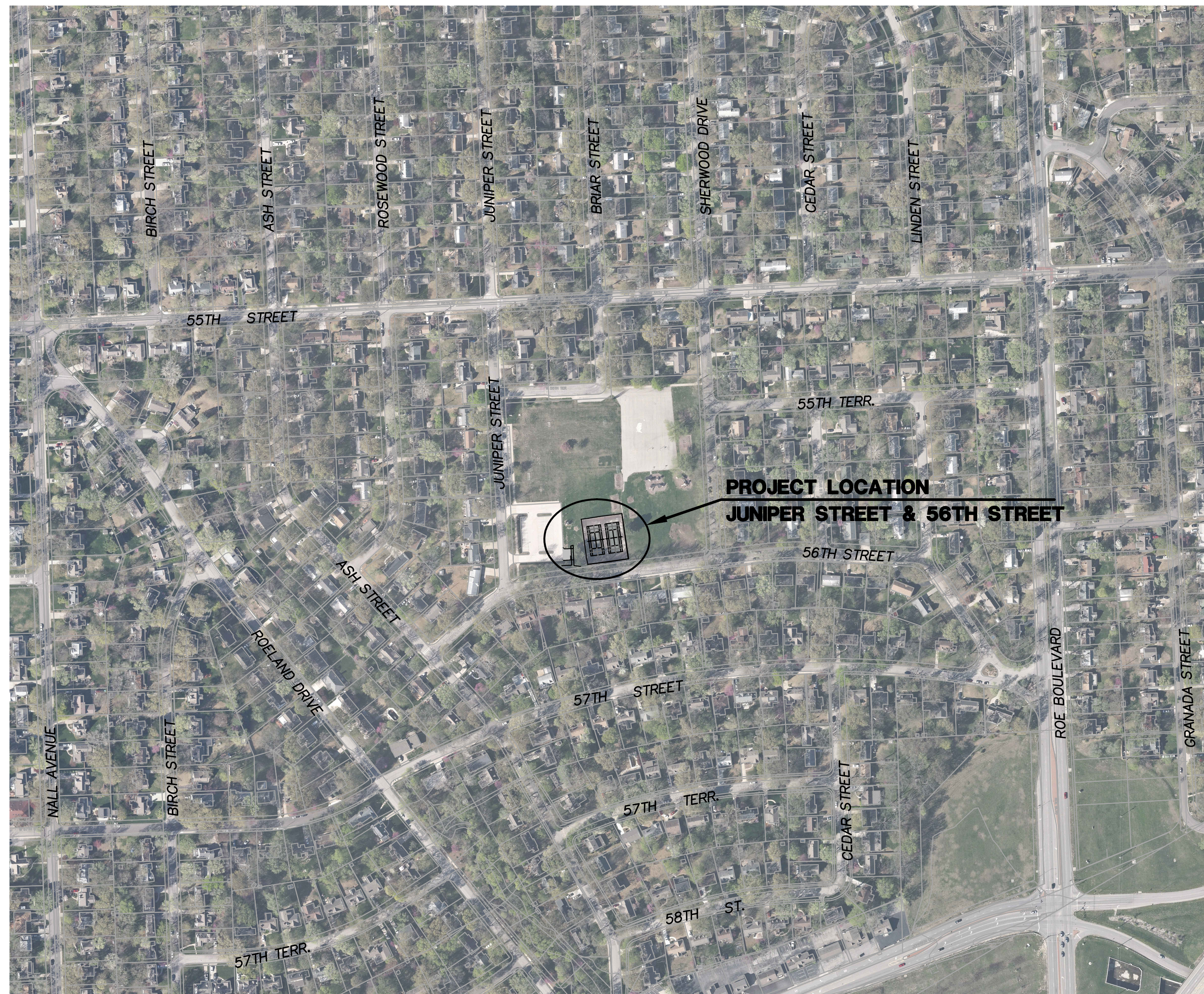
ATTN: DAVE FLIPSE  
TELEPHONE SOUTHWESTERN BELL TELEPHONE  
5400 FOXRIDGE  
MISSION, KANSAS 66202  
913.676.0378

ATTN: BILL COURTNEY  
SEWER JOHNSON COUNTY WASTEWATER  
11811 SOUTH SUNSET DRIVE, SUITE 2500  
OLATHE, KANSAS 66061  
913.715.8544

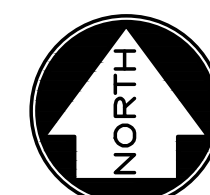
ATTN: DAN OTT  
CABLE TIME WARNER CABLE  
DESIGN & CONSTRUCTION  
8221 WEST 119TH STREET  
OVERLAND PARK, KANSAS 66213  
913.643.1979

ATTN: GREG THOMAS

\* DENOTES UTILITY COMPANY THAT IS NOT A MEMBER OF THE UNDERGROUND LOCATING SERVICE AND MUST BE CONTACTED DIRECTLY FOR ACTUAL FIELD LOCATIONS OF UNDERGROUND UTILITIES.



## GENERAL LOCATION MAP



SCALE: 1"=200

BENCHMARK A ELEV.: 973.77  
"X" Cut in top center of curb inlet at East end of  
W. 55th Terrace

BENCHMARK B ELEV.: 972.69  
Square cut in top of West curb of Juniper Street,  
due East of 5522 Juniper Street.

THE SPECIFICATIONS OF THE CITY OF ROELAND PARK, KANSAS AND ALL AMENDMENTS THERETO FOR THE CONSTRUCTION OF ALL PUBLIC ROADS, STREETS, STORM SEWERS, SANITARY SEWERS, WATER LINES AND ANY OTHER PUBLIC IMPROVEMENTS SHALL BE THE SPECIFICATIONS FOR THESE PLANS AS THOUGH FULLY SET FORTH HEREIN.

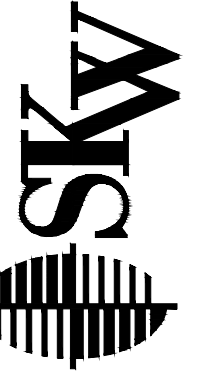
**NOTE:**

BY USE OF THESE PLANS THE CONTRACTOR AGREES THAT HE/SHE SHALL  
BE SOLELY RESPONSIBLE FOR THE SAFETY OF THE CONSTRUCTION WORKERS  
AND OF THE PUBLIC.

|              |     |   |           |        |
|--------------|-----|---|-----------|--------|
| Designed By: | GMP | 4 |           |        |
|              |     | 3 |           |        |
| Drawn By:    | WTG | 2 |           |        |
|              |     | 1 |           |        |
| Checked By:  | MDK |   | REV.      | DATE   |
|              |     |   | REVISIONS | BY     |
|              |     |   |           | APPROD |

**COPYRIGHT © - 2017-SHAFER, KLINE & WARREN INC.**

Issue Date: 08/11/17



SHAFER, KLINE &amp; WARREN

11250 Corporate Avenue  
Lenexa, KS 66219-1392

913.888.7800 FAX: 913.888.7868

SURVEYING | ENGINEERING | CONSTRUCTION

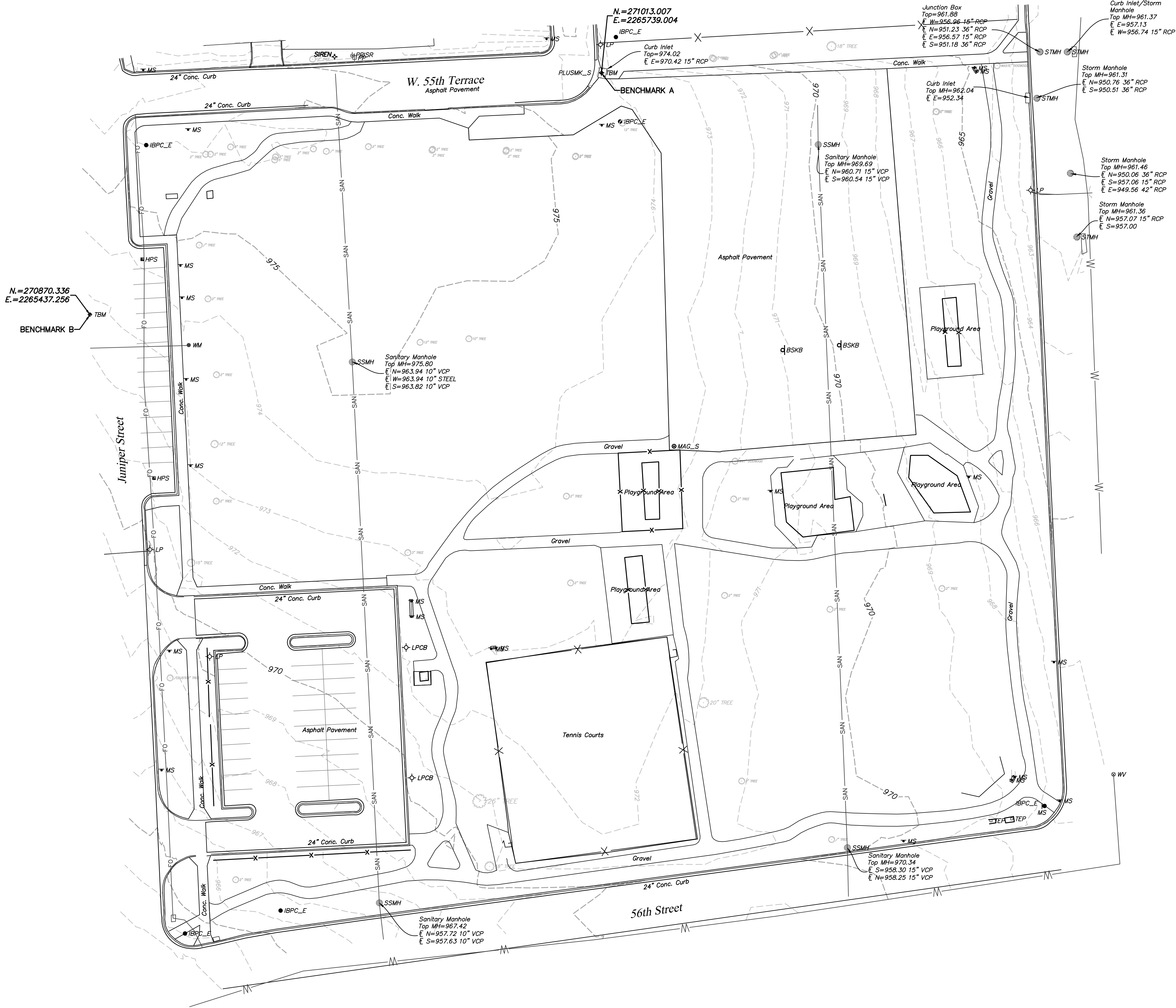
R-PARK TENNIS COURTS  
CITY OF ROELAND PARK, KANSAS

COVER SHEET

30099-370  
SHEET NO.  
**C001**



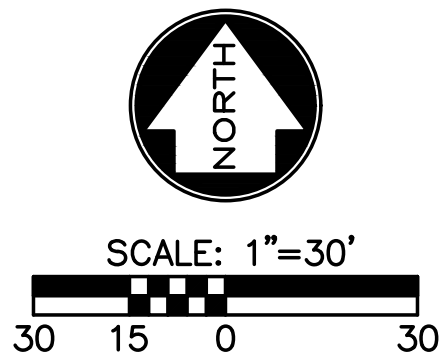
L:\130099-370\ CAD\CIVIL\130099-370-C-SURV.DWG  
LAYOUT: SURVEY  
XREF DWG1: NONE  
XREF DWG2: NONE  
XREF DWG3: NONE  
XREF DWG4: NONE  
BY: GERBER  
DATE: 8/11/2017



- LEGEND**
- BSKB = BASKET BALL GOAL POST
  - SIREN = CIVIL SERVICE WARNING SIREN
  - IBPC\_E = EXIST. IRON BAR WITH PLASTIC CAP
  - HPS = HANDICAP PARKING SIGN
  - LPCB = LIGHT POLE CONC. BASE
  - LP = LIGHT POLE
  - MS = METAL SIGN
  - PP = POWER POLE
  - PRSR = POWER RISER
  - SSMH = SANITARY SEWER MANHOLE
  - MAG\_S = SET MAGNETIC NAIL & SHINER
  - PLUSMK\_S = SET PLUS CUT
  - TEP = TELEPHONE PEDESTAL
  - TBM = TEMP BENCHMARK
  - 0" TREE = TREE
  - UMH = UNKNOWN MH
  - WM = WATER METER
  - WV = WATER VALVE

BENCHMARK A ELEV.: 973.77  
"X" Cut in top center of curb inlet at East end of W. 55th Terrace

BENCHMARK B ELEV.: 972.69  
Square cut in top of West curb of Juniper Street, due East of 5522 Juniper Street.



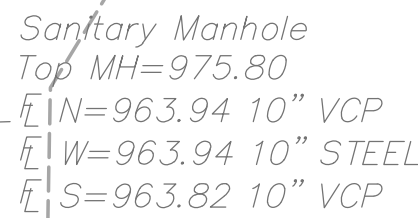
|                                                |  |                                                                                   |  |                                        |  |
|------------------------------------------------|--|-----------------------------------------------------------------------------------|--|----------------------------------------|--|
| 130099-370                                     |  | SHEET NO.                                                                         |  | C101                                   |  |
| R-PARK TENNIS COURTS                           |  | CITY OF ROELAND PARK, KANSAS                                                      |  | SURVEY                                 |  |
| SHAFER, KLINE & WARREN                         |  | 11250 Corporate Avenue<br>Lenexa, KS 66219-1392<br>913.888.7800 FAX: 913.888.7868 |  | SURVEYING   ENGINEERING   CONSTRUCTION |  |
| Designed By: GMP                               |  | Drawn By: WTS                                                                     |  | Checked By: MDK                        |  |
| 5                                              |  | 4                                                                                 |  | 3                                      |  |
| 1                                              |  | 2                                                                                 |  | 3                                      |  |
| REV.                                           |  | DATE                                                                              |  | REVISIONS                              |  |
| BY                                             |  | DATE                                                                              |  | BY                                     |  |
| APPD                                           |  | DATE                                                                              |  | BY                                     |  |
| COPYRIGHT © - 2017-SHAFER, KLINE & WARREN INC. |  |                                                                                   |  |                                        |  |



L: \130099-370\\_CAD\CIVIL\130099-370-C-DEMO.DWG

|  |            |                  |
|--|------------|------------------|
|  | DWG        | DATE: 07/11/2016 |
|  | XREF DWG2: | NONE             |
|  | XREF DWG4: | NONE             |

XREF DWG1: NONE  
XREF DWG3: NONE



EXISTING PLAYGROUND AREA TO  
REMAIN OPEN DURING CONSTRUCTION

— EXISTING PATH TO  
REMAIN OPEN DURING  
CONSTRUCTION

EXISTING FENCE -  
TO REMAIN

EXISTING SIGN  
TO REMAIN

-EXISTING PATH TO  
REMAIN OPEN DURING  
CONSTRUCTION

Sanitary Manhole  
Top MH=967.42  
N=957.72 10" VCP  
S=957.63 10" VCP

Sanitary Manhole  
Top MH=970.34  
+ S=958.30 15" VCP  
+ N=958.25 15" VCP

1. THE SCOPE OF DEMOLITION IS NOT LIMITED EXCLUSIVELY TO THE WORK INDICATED ON THE DEMOLITION PLAN. THE CONSTRUCTION DOCUMENTS ARE PROVIDED AS A GENERAL GUIDE FOR DEMOLITION. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ADDITIONAL WORK THAT MAY BE REQUIRED FOR PROPER INSTALLATION OF NEW WORK. SEE ALL CONSTRUCTION DOCUMENTS FOR ADDITIONAL INFORMATION AND REQUIREMENTS.
2. CONTRACTOR SHALL SUBMIT DEMOLITION REMOVAL PROCEDURES AND SCHEDULE TO THE OWNER, PRIOR TO COMMENCING WORK.
3. THE EXISTING UTILITY INFORMATION DEPICTED ON THE SITE DEMOLITION PLAN IS BASED ON OFFICE RECORDS. THE CONTRACTOR IS RESPONSIBLE FOR CONFIRMING THE LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO DEMOLITION. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH THE UTILITY COMPANIES FOR SHUTOFF, DISCONNECTION, CAP, ETC.
4. THE CONTRACTOR SHALL VERIFY FIELD CONDITIONS PRIOR TO START OF DEMOLITION, AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES.
5. THE CONTRACTOR SHALL IMPLEMENT THE STORMWATER POLLUTION PREVENTION MEASURES NECESSARY PRIOR TO START OF WORK TO ENSURE SEDIMENT DOES NOT LEAVE THE SITE. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING AND IMPLEMENTING EROSION CONTROL MEASURES AS NECESSARY TO ENSURE SEDIMENT DOES NOT LEAVE THE SITE THROUGHOUT THE DURATION OF THE PROJECT.
6. CONFORM TO ALL BUILDING CODES AND EXECUTE WORK ONLY WHICH IS IN CONFORMANCE.
7. ALL DEMOLISHED MATERIALS BECOME THE PROPERTY OF THE CONTRACTOR, UNLESS NOTED OTHERWISE.
8. KEEP CLEAN ALL EXISTING SPACES AND PROPERTIES ADJACENT TO DEMOLITION/CONSTRUCTION AREAS. ALL TRASH, DEBRIS AND RUBBISH SHALL BE REMOVED FROM WORK AREAS.
9. THE CONTRACTOR SHALL SAW CUT (FULL DEPTH) ALONG EXISTING PAVEMENT AND OTHER ADJOINING SURFACE TO REMAIN.
10. CONTRACTOR SHALL PROVIDE PROTECTION TO ALL STREETS, FENCES, TREES, UTILITIES AND STRUCTURES THAT ARE TO REMAIN. REPAIR CONTRACTOR-CAUSED DAMAGE AT NO ADDITIONAL COST TO THE OWNER.
11. NO BURNING SHALL BE ALLOWED.
12. DURING DEMOLITION, ALL PUBLIC STREETS SHALL REMAIN OPEN TO TRAFFIC. IT IS THE CONTRACTORS RESPONSIBILITY TO PROVIDE TRAFFIC CONTROL AS REQUIRED TO ENSURE THE STREETS REMAIN OPEN TO TRAFFIC.
13. THE CONTRACTOR SHALL CONTACT THE CITY TO ACQUIRE A PERMIT FOR WORK WITHIN THE RIGHT-OF-WAY.

- A** REMOVE EXISTING CURB AND GUTTER. THE SAW CUT SHALL BE NEAT AND FULL DEPTH
- B** REMOVE EXISTING AGGREGATE TRAIL. STOCKPILE MATERIAL ON SITE FOR REUSE
- C** REMOVE EXISTING ASPHALT TENNIS COURTS (IF MILL & OVERLAY BID ALTERNATE #1 IS ACCEPTED, EXISTING PAVEMENT TO REMAIN IN PLACE)
- D** REMOVE EXISTING CHAINLINK FENCING
- E** CONTRACTOR TO REMOVE BENCH SEAT AND STORE ONSITE. CONTRACTOR TO PROTECT FROM DAMAGE DURING ALL PHASES OF CONSTRUCTION. IF DAMAGED CONTRACTOR SHALL REPLACE BENCH SEAT WITH THE SAME MODEL OR BETTER AT THERE OWN EXPENSE. PRIOR TO CONSTRUCTION BEING DONE THE CONTRACTOR TO REINSTALL BENCH SEAT IN A LOCATION TO BE DETERMINED BY THE CITY.
- F** CONTRACTOR TO INSTALL ORANGE BARRICADE FENCE WITH METAL POST AND MAINTAIN IT DURING ALL PHASES OF CONSTRUCTION.
- G** DIRECTION INDICATOR BARRICADE WITH R9—9 SIGN MOUNTED TO THE BARRICADE
- H** PLAYGROUND AREA WOOD EDGING POSTS MAY NEED TO BE REMOVED AND REINSTALLED AFTER THE CONCRETE BARRIER ON TENNIS COURTS IS INSTALLED IF WOOD EDGING ARE REMOVED CONTRACTOR TO TAKE ALL NECESSARY PRECAUTIONS TO KEEP MULCH FROM BEING WASHED AWAY DURING RAIN EVENTS.

 DENOTES TENNIS COURTS  
 PAVEMENT REMOVAL  
 DENOTES TRAIL REMOVAL  
 DENOTES CURB REMOVAL  
 DENOTES FULL DEPTH SAW CUT  
 DENOTES ORANGE BARRICADE FENCE



SHAFER, KLINE &amp; WARREN

11250 Corporate Avenue

Lenexa, KS 66219-1392

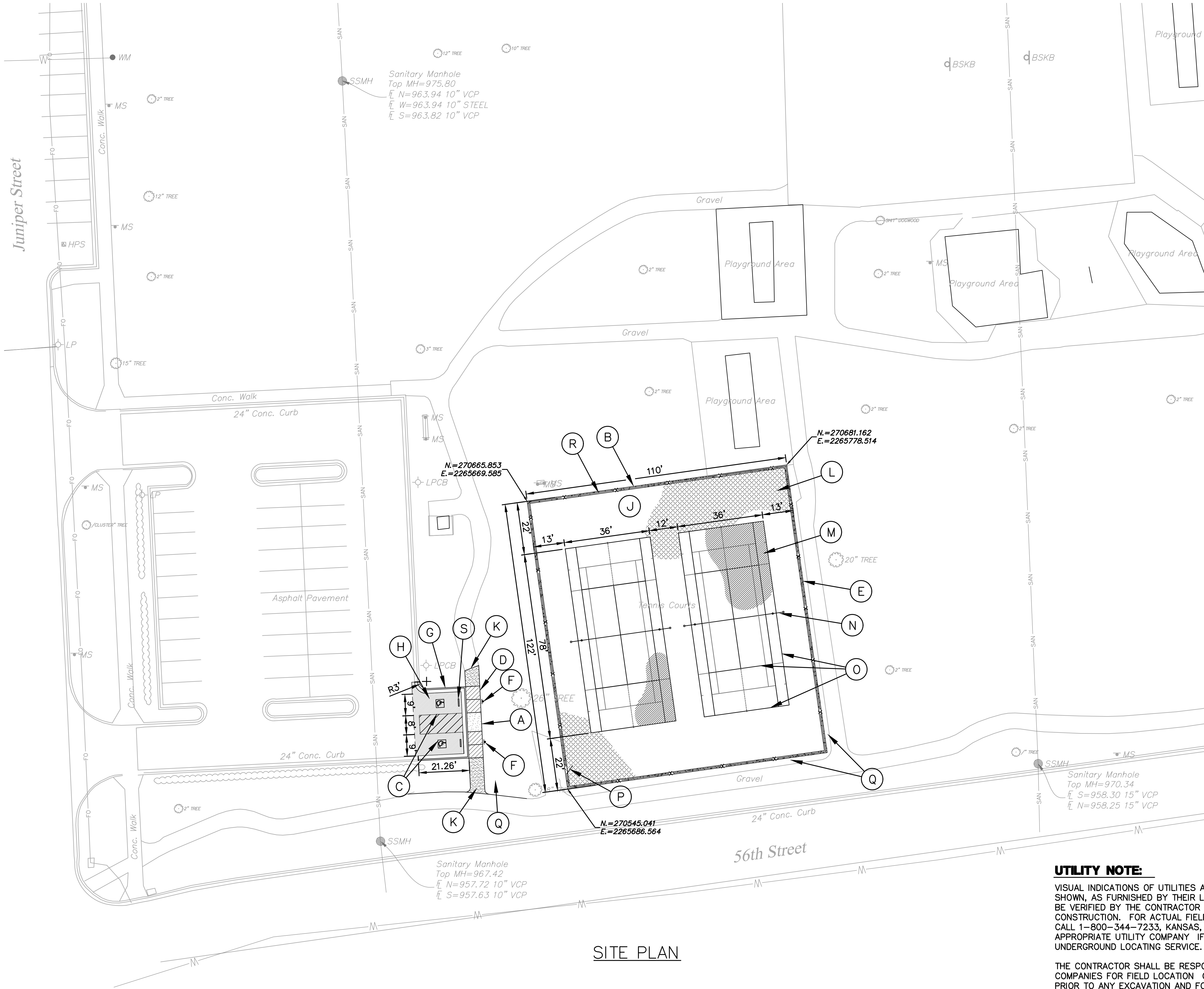
SURVEYING | ENGINEERING | CONSTRUCTION

R-PARK TENNIS COURTS  
CITY OF ROELAND PARK, KANSAS

130099-370  
SHEET NO.  
**C201**



|                 |                                               |
|-----------------|-----------------------------------------------|
| LAYOUT: SITE    | L:\130099-370\CAD\CIVIL\130099-370-C-SITE.DWG |
| XREF DWG1: NONE | BY: GERBER                                    |
| XREF DWG2: NONE | DATE: 8/11/2017                               |
| XREF DWG3: NONE |                                               |



SITE PLAN

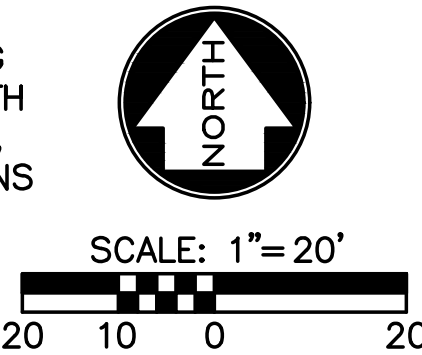
SITE LAYOUT KEY NOTES:

- (A) CONSTRUCT 6' WIDE CONC. SIDEWALK
- (B) INSTALL BLACK VINYL FENCING. SEE DETAIL SHEET C501
- (C) INSTALL ACCESSIBLE PAVEMENT MARKINGS
- (D) INSTALL ACCESSIBLE CURB RAMP
- (E) INSTALL CONCRETE CURB AROUND TENNIS COURTS. SEE DETAIL SHEET C501
- (F) INSTALL VAN ACCESSIBLE SIGN. SEE DETAIL SHEET C501
- (G) INSTALL CONCRETE CURB AND GUTTER. SEE DETAIL SHEET C501
- (H) INSTALL FULL DEPTH ASPHALT PAVEMENT. SEE DETAIL SHEET C501
- (J) INSTALL ASPHALT TENNIS COURT FULL DEPTH PAVEMENT. BID ALTERNATE 1: MILL & OVERLAY OPTION (SEE DETAIL SHEET C501)
- (K) INSTALL AGGREGATE TRAIL TO MATCH EXISTING (REUSE EXISTING MATERIALS FROM DEMO PORTIONS)
- (L) FLEXI-PAVE, COLOR: LIGHT GREEN
- (M) FLEXI-PAVE, COLOR: VELOCITY BLUE
- (N) COURT NET (2) SEE DETAIL SHEET C501
- (O) FLEXI-PAVE LINE PAINT, COLOR: WHITE. SEE COURT DIMS ON DETAIL SHEET C501
- (P) ACCESS GATE LOCATION SEE DETAIL SHEET C501
- (Q) RESEED ALL DISTURBED SITE AREAS W/ 90% FESCUE/10% BLUEGRASS BLEND
- (R) 8'X16' BAKKO SLIMLINE FLAT SERIES BACKBOARD SYSTEM. INSTALLED PER MANUFACTURER'S RECOMMENDATION & CENTERED ON COURT.
- (S) ADA PARKING WHEEL STOPS

UTILITY NOTE:

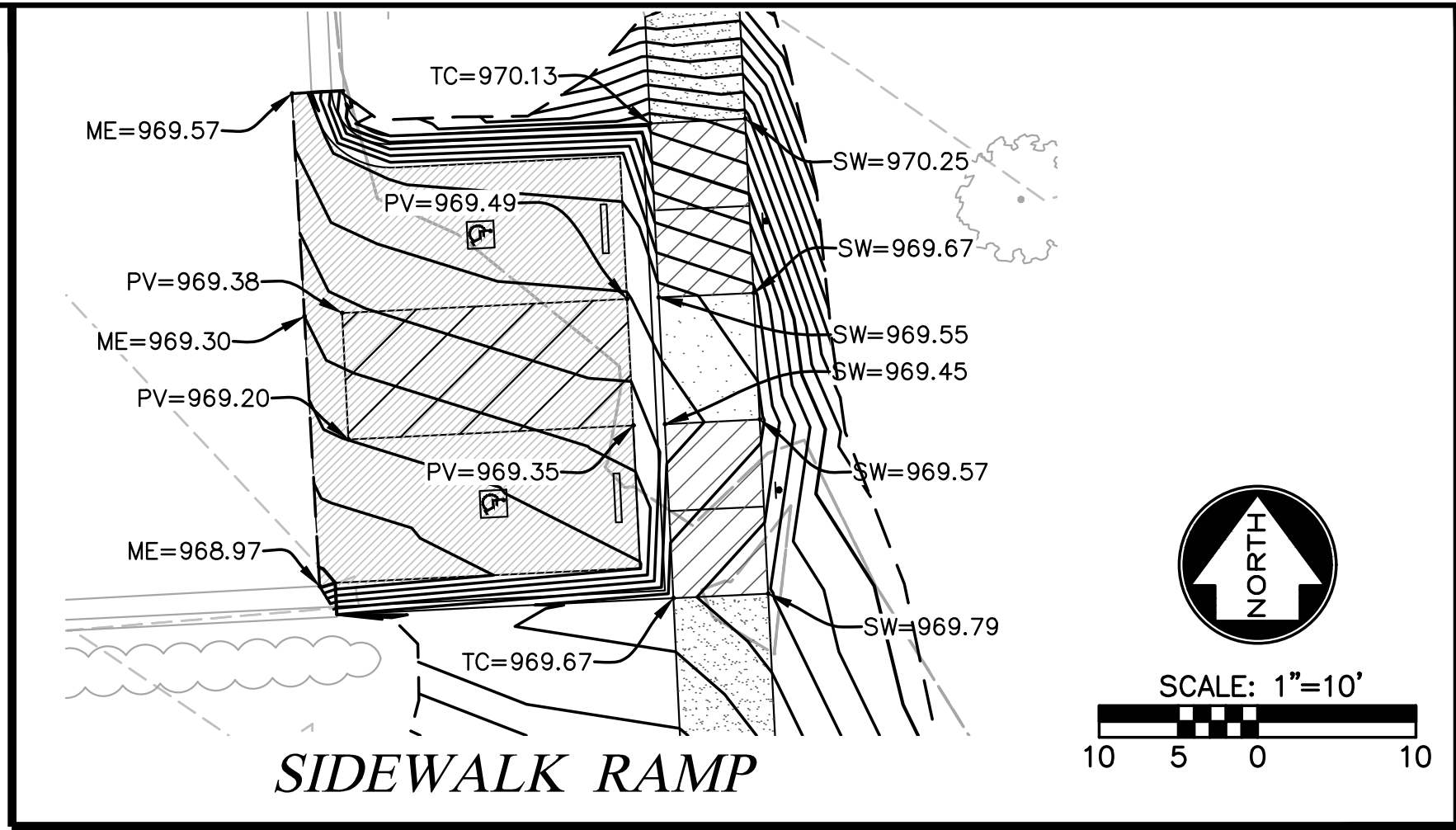
VISUAL INDICATIONS OF UTILITIES ARE AS SHOWN. UNDERGROUND LOCATIONS SHOWN, AS FURNISHED BY THEIR LESSORS, ARE APPROXIMATE AND SHALL BE VERIFIED BY THE CONTRACTOR IN THE FIELD AT THE TIME OF CONSTRUCTION. FOR ACTUAL FIELD LOCATIONS OF UNDERGROUND UTILITIES, CALL 1-800-344-7233, KANSAS, 1-800-344-7483, MISSOURI OR THE APPROPRIATE UTILITY COMPANY IF THEY ARE NOT A MEMBER OF THE UNDERGROUND LOCATING SERVICE.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES FOR FIELD LOCATION OF ALL UNDERGROUND UTILITY LINES PRIOR TO ANY EXCAVATION AND FOR THE COORDINATION AND SCHEDULING WITH UTILITY OWNERS OF ALL WORK REQUIRED TO RESOLVE CONFLICTS WITH INSTALLATIONS, CONSTRUCTIONS, EXCAVATIONS, REMOVALS, PLACEMENTS, RELOCATION AND OTHER MISCELLANEOUS WORK SHOWN UPON THESE PLANS OR REQUIRED WITHIN CONTRACT DOCUMENTS



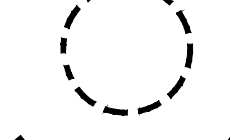
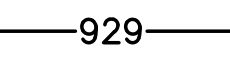
|                                                      |                                        |      |           |     |                                                                                   |     |             |          |
|------------------------------------------------------|----------------------------------------|------|-----------|-----|-----------------------------------------------------------------------------------|-----|-------------|----------|
| R-PARK TENNIS COURTS<br>CITY OF ROELAND PARK, KANSAS | SITE LAYOUT PLAN                       |      |           |     | SHEET NO. C301                                                                    |     |             |          |
|                                                      | SHAFER, KLINE & WARREN                 |      |           |     | 11250 Corporate Avenue<br>Lenexa, KS 66219-1392<br>913.888.7800 FAX: 913.888.7868 |     |             |          |
|                                                      | SURVEYING   ENGINEERING   CONSTRUCTION |      |           |     | COPYRIGHT © - 2017-SHAFER, KLINE & WARREN INC.                                    |     |             |          |
|                                                      | Designed By:                           | GMP  | Drawn By: | WTS | Checked By:                                                                       | MDK | Issue Date: | 08/11/17 |
|                                                      | REV.                                   | DATE | REVISIONS | BY  | APPD                                                                              |     |             |          |
|                                                      |                                        | 5    | 4         | 3   | 2                                                                                 | 1   |             |          |





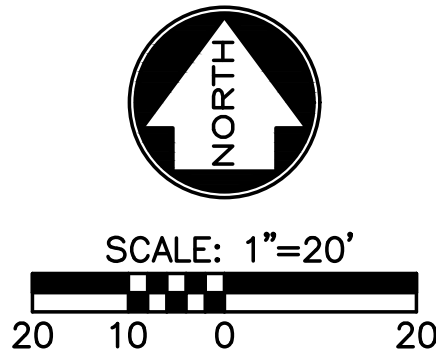
- ## ITE GRADING GENERAL NOTES
1. PROPOSED CONTOURS ARE 0.1' INCREMENTS.
  2. ALL ELEVATIONS SHOWN ARE TO FINISHED GRADE.
  3. ALL GRADING OPERATIONS, EXCAVATION, FILL, COMPACTION TESTING, AND BACKFILL SHALL BE OBSERVED AND TESTED BY A QUALIFIED GEOTECHNICAL ENGINEER. GEOTECHNICAL ENGINEER WILL BE DESIGNATED BY AND PAID FOR BY THE OWNER.
  4. NO PAVEMENTS SHALL BE PLACED PRIOR TO APPROVAL OF THE SUBGRADE BY THE GEOTECHNICAL ENGINEER.
  5. ALL FILL MATERIAL SHALL BE IN COMPLIANCE WITH THE PROJECT SPECIFICATIONS.
  6. THE CONTRACTOR SHALL LEAVE ALL AREAS NOT TO RECEIVE PAVEMENT 6 INCHES BELOW THE FINISHED GRADE, TO ALLOW FOR TOPSOIL. SEE LANDSCAPE FOR ADDITIONAL REQUIREMENTS.
  7. ALL GRADING OPERATIONS SHALL BE STAKED BY A REGISTERED CIVIL ENGINEER OR A LICENSED LAND SURVEYOR.
  8. ALL ADA PARKING STALLS AND ACCESS AISLES, SHALL HAVE LESS THEN 2% IN ANY DIRECTION
  9. ALL SIDEWALKS SHALL HAVE A CROSS SLOPE OF 1.5%. (2.0% MAX)

## EROSION CONTROL LEGEND

|                                                                                       |                                        |
|---------------------------------------------------------------------------------------|----------------------------------------|
|  | TREE PROTECTION                        |
|  | SILT FENCE                             |
|  | CONSTRUCTION ENTRANCE                  |
|  | EXISTING 1' CONTOUR                    |
|  | EXISTING 5' CONTOUR                    |
|  | PROPOSED 1' CONTOUR                    |
|  | PROPOSED 5' CONTOUR                    |
|  | DENOTES PROPOSED CONCRETE WASHOUT AREA |
| TC=                                                                                   | TOP OF CURB ELEVATION                  |
| SW=                                                                                   | SIDEWALK ELEVATION                     |
| PV=                                                                                   | PAVEMENT ELEVATION                     |
| ME=                                                                                   | MATCH EXISTING ELEVATION               |
| FG=                                                                                   | FINISH GRADE ELEVATION                 |



|           |            |                 |
|-----------|------------|-----------------|
| ING ALI I | BT: GERBER | DA              |
| ONE       |            | XREF DWG2: NONE |
|           |            |                 |

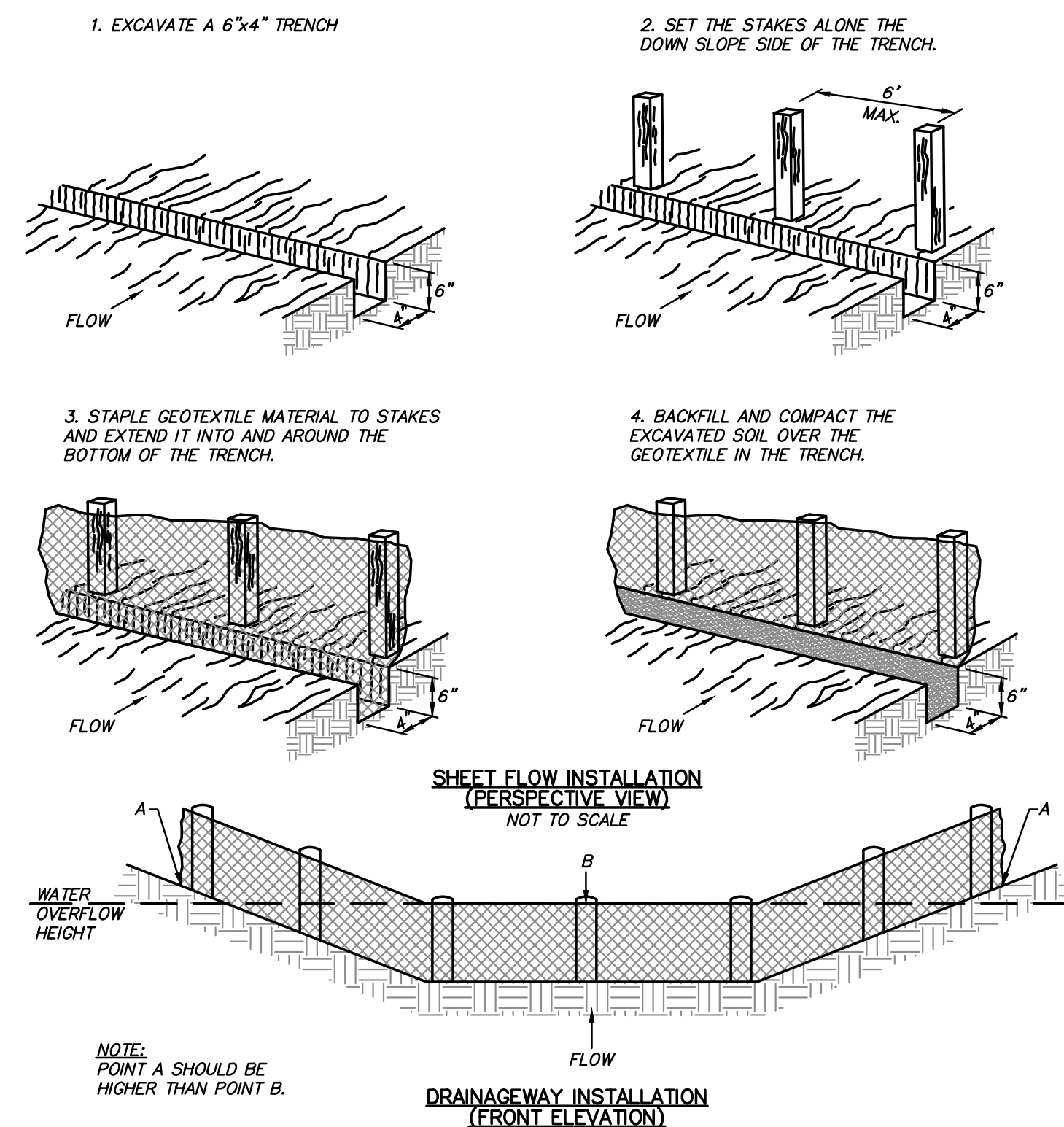


**COPYRIGHT © - 2017-SHAVER, KLINE & WARREN INC.**



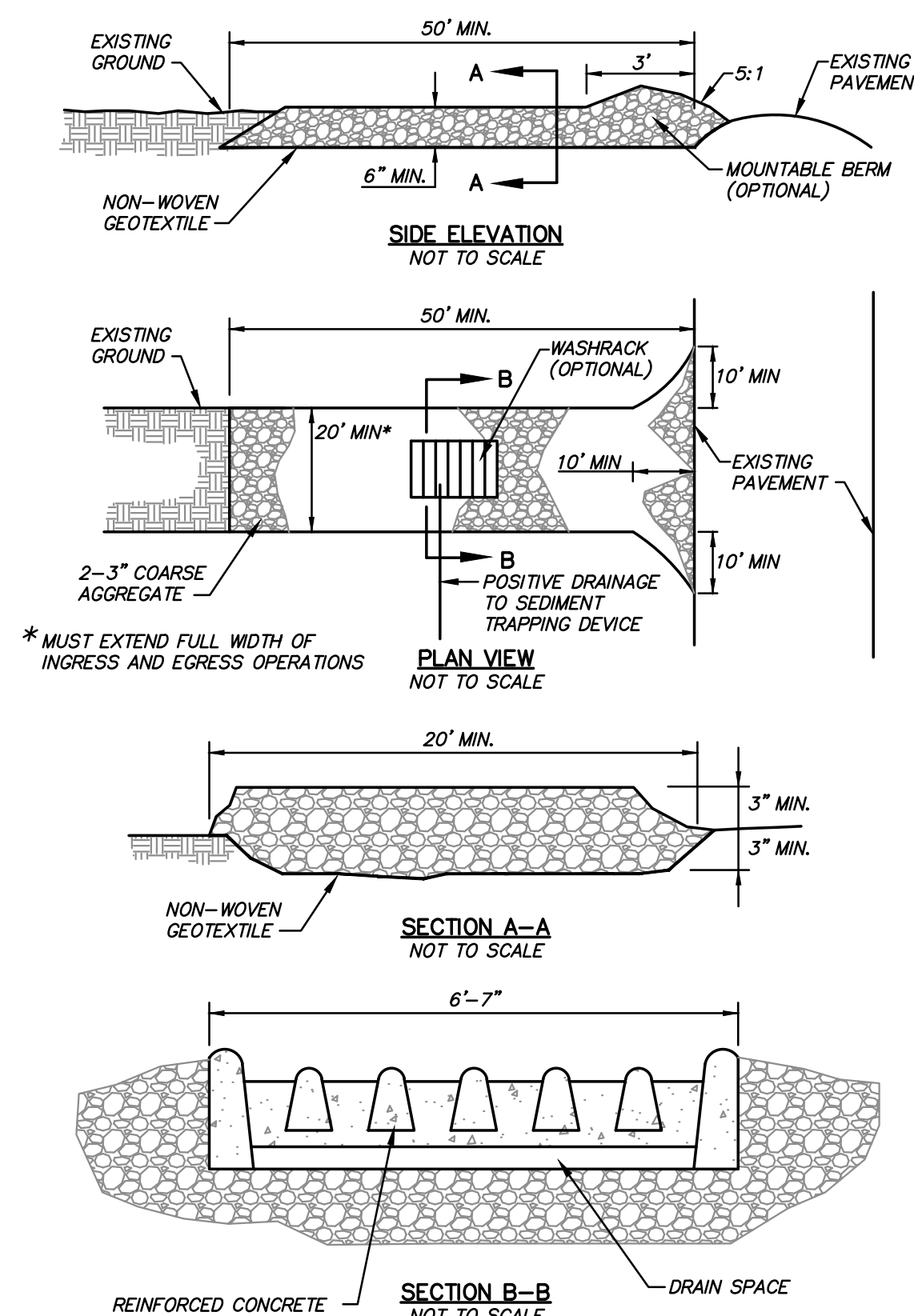






SEDIMENT FENCE NOTES:  
A) INSTALLATION

4. THE HEIGHT OF SEDIMENT FENCE SHALL BE A MINIMUM OF 16" INCHES ABOVE THE ORIGINAL GROUND SURFACE AND SHALL NOT EXCEED 34 INCHES ABOVE THE GROUND SURFACE.
5. SEDIMENT FENCE SHALL BE PURCHASED IN A CONTINUOUS ROLL CUT TO LENGTH OF THE BARRIER TO AVOID THE USE OF JOINTS, WHEN JOINTS ARE UNAVOIDABLE, FILTER CLOTH SHALL BE SECURELY SPLICED TOGETHER ONLY AT SUPPORT POSTS.
6. TO MAKE A MAXIMUM OF 16" INCHES HIGH, THE FOLLOWING SHALL BE USED:
  - a. DIG A TRENCH AT LEAST 6 INCHES DEEP AND 4 INCHES WIDE ALONE THE TRENCH ALIGNMENT.
  - b. PLACE FABRIC AT LEAST 24 INCHES INTO THE GROUND ON THE DOWNSLOPE SIDE OF THE TRENCH, SPACE POSTS A MAXIMUM OF 6 FEET APART.
  - c. EXTRA-STRENGTH SEDIMENT FENCE FABRIC SHALL BE USED, POST FOR THIS TYPE OF FABRIC SHALL BE PLACED A MAXIMUM OF 6 FEET APART.
  - d. THE FABRIC SHALL BE PLACED WITH THE REINFORCED SIDE OF THE FABRIC TO THE UPSLOPE, USING A MINIMUM OF ONE INCH LONG, HEAVY-DUTY WIRE STAPLES OR TIE-WIRES, AND EIGHT INCHES OF THE FABRIC SHALL BE EXTENDED INTO THE TRENCH, USING A MINIMUM OF TWO WIRE STAPLES OR TIE-WIRES.
  - e. PLACE THE BOTTOM 1 FOOT OF FABRIC IN THE MINIMUM-OF-6-INCH DEEP TRENCH, LAPPING TOWARD THE UPSLOPE SIDE. BACKFILL WITH COMPACTED GRAVEL.
7. IF A SEDIMENT FENCE IS TO BE CONSTRUCTED ACROSS A DITCH LINE OR SWALE, IT MUST BE OF SUFFICIENT LENGTH TO ELIMINATE ENDFLOW, AND THE FABRIC SHALL BE PLACED WITH THE REINFORCED SIDE OF THE FABRIC TO THE CONTOUR, WITH THE ENDS ORIENTED TOWARD THE EXTRA-STRENGTH SEDIMENT FABRIC SHALL BE USED WITH A MAXIMUM 3-FOOT SPACING OF PLANTS.
8. TO REDUCE MAINTENANCE, EXCAVATE A SHALLOW SEDIMENT STORAGE AREA IN THE UPSLOPE SIDE OF THE FENCE TO PROVIDE ACCESS IN AREA OF HEAVY SEDIMENTATION FOR CLEAN OUT AND MAINTENANCE.
9. SEDIMENT FENCES SHALL BE REMOVED WHEN THEY HAVE SERVED THEIR PRIMARY PURPOSE, BUT BEFORE THE UPSLOPE AREA HAS BEEN PERMANENTLY STABILIZED.



TEMPORARY CONSTRUCTION ENTRANCE PAD NOTES:  
A) INSTALLATION

1. AVOID LOCATING ON STEEP SLOPES OR AT CURVES ON PUBLIC ROADS. IF POSSIBLE, LOCATE WHERE PERMANENT ROADS WILL EVENTUALLY BE CONNECTED.
2. REMOVE ALL VEGETATION AND OTHER UNSUITABLE MATERIAL FROM THE FOUNDATION AREA, GRADE AND CROWN FOR POSITIVE DRAINAGE.
3. IF SLOPE TOWARDS THE PUBLIC ROAD EXCEED 2% CONSTRUCT A 6-TO-8" DRAINAGE DITCH WITH A 1% SLOPE TO THE PUBLIC ROAD FOUNDATION. APPROXIMATELY 15 FEET FROM THE EDGE OF THE PUBLIC ROAD TO DIVERT RUNOFF AWAY FROM IT.
4. INSTALL SLOPED UNDER THE ENTRANCE IF NEEDED TO MAINTAIN DRAINAGE DITCHES ALONG PUBLIC ROADS.
5. PLACE STONE TO DIMENSIONS AND GRADE AS SHOWN ON PLANS. LEAVE WITH SLOPE WITHIN 1% TO 2% FOR DRAINAGE.
6. DIVERT ALL SURFACE RUNOFF AND DRAINAGE FROM THE ENTRANCE TO A SEDIMENT CONTROL DEVICE.
7. IF THERE IS AN ANTICIPATED PLACEMENT OF GEOTEXTILE FABRIC ON THE GRADED FOUNDATION TO IMPROVE A STABILITY.

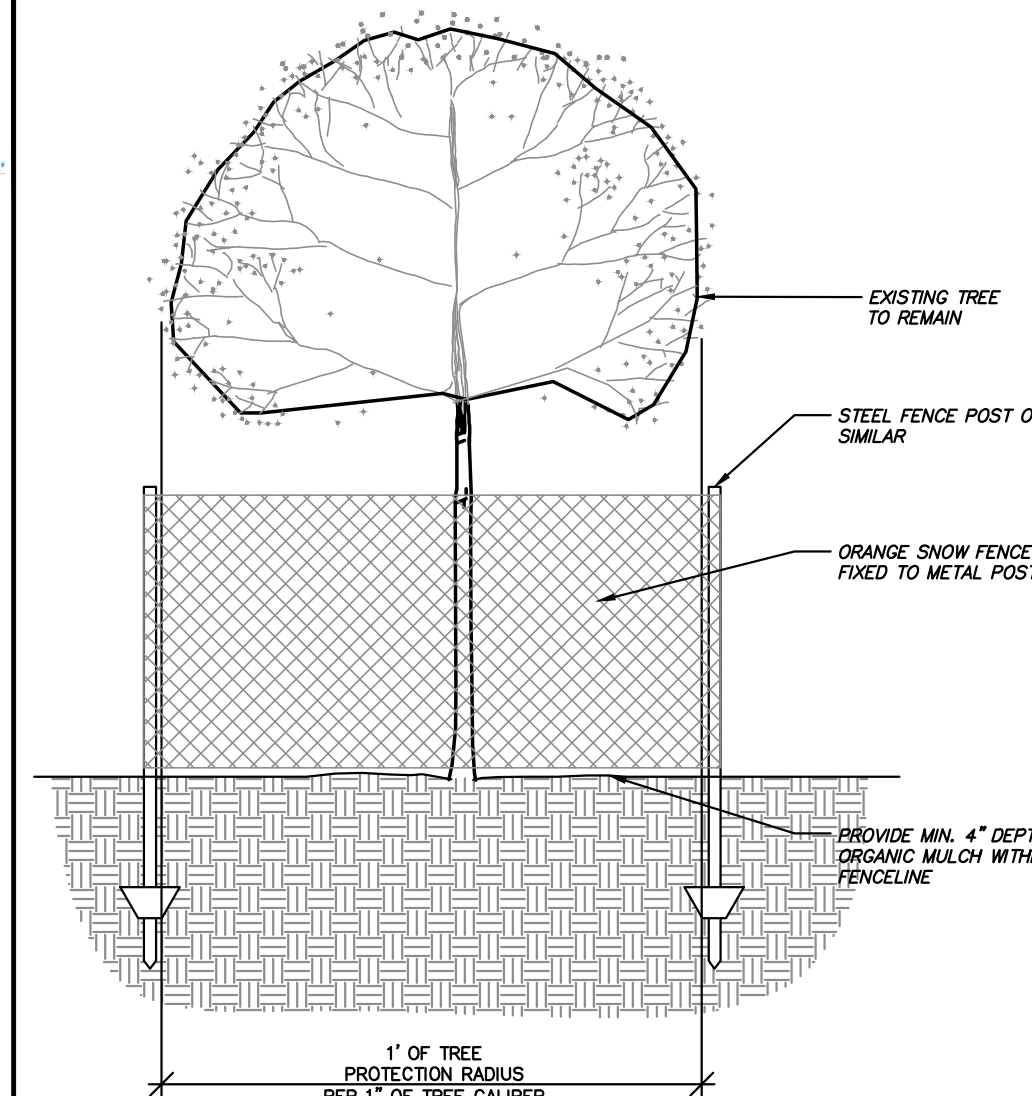
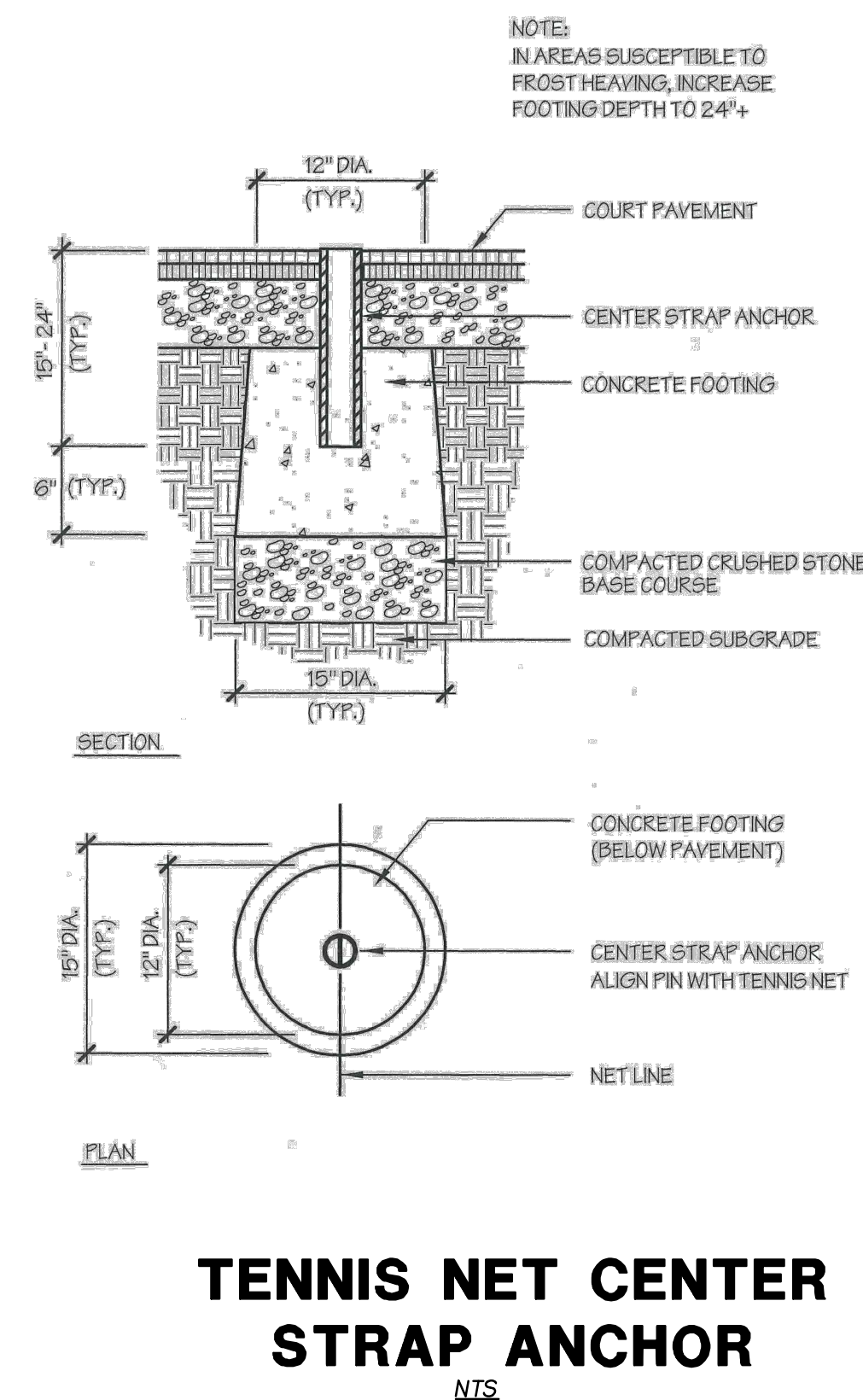
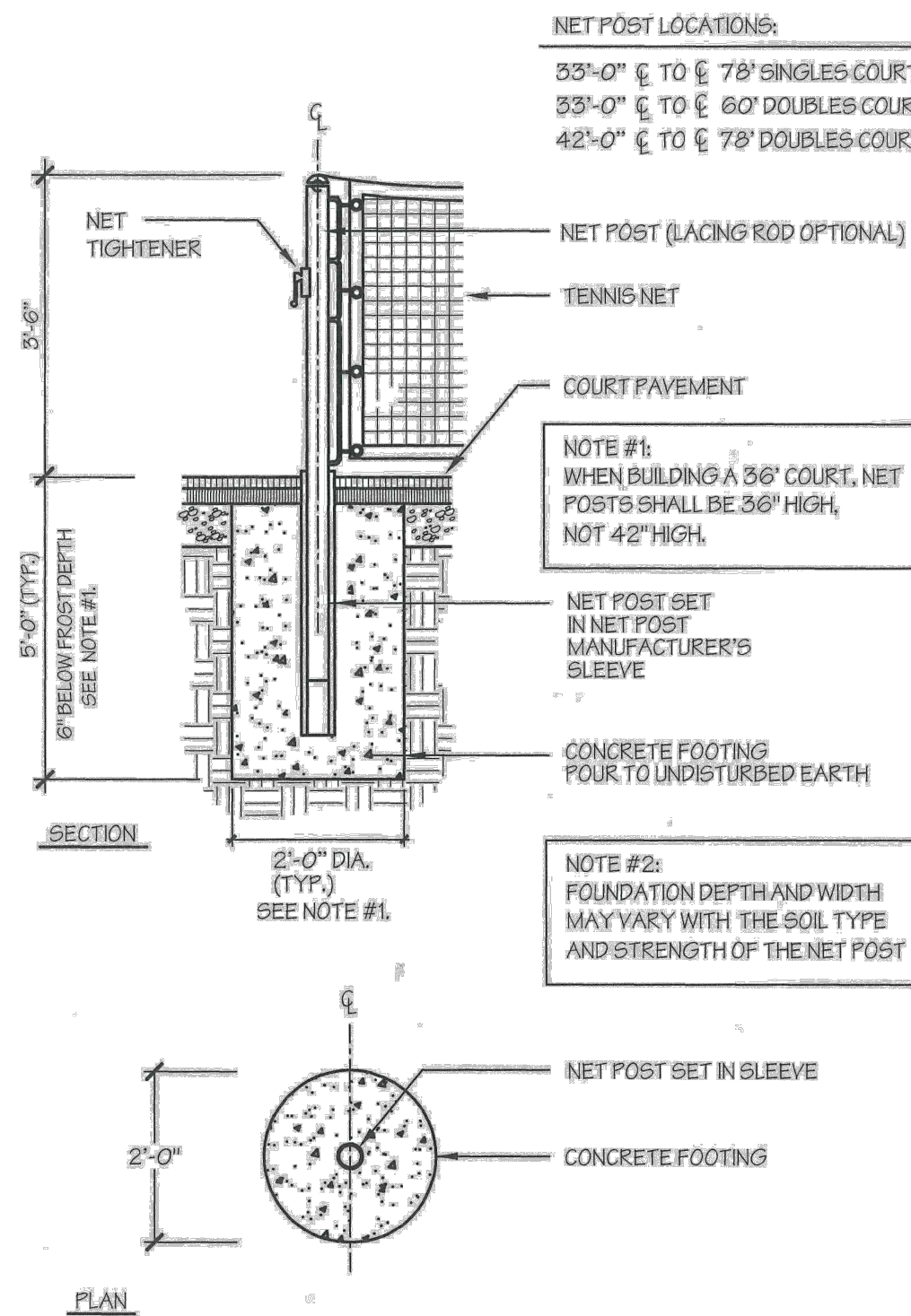
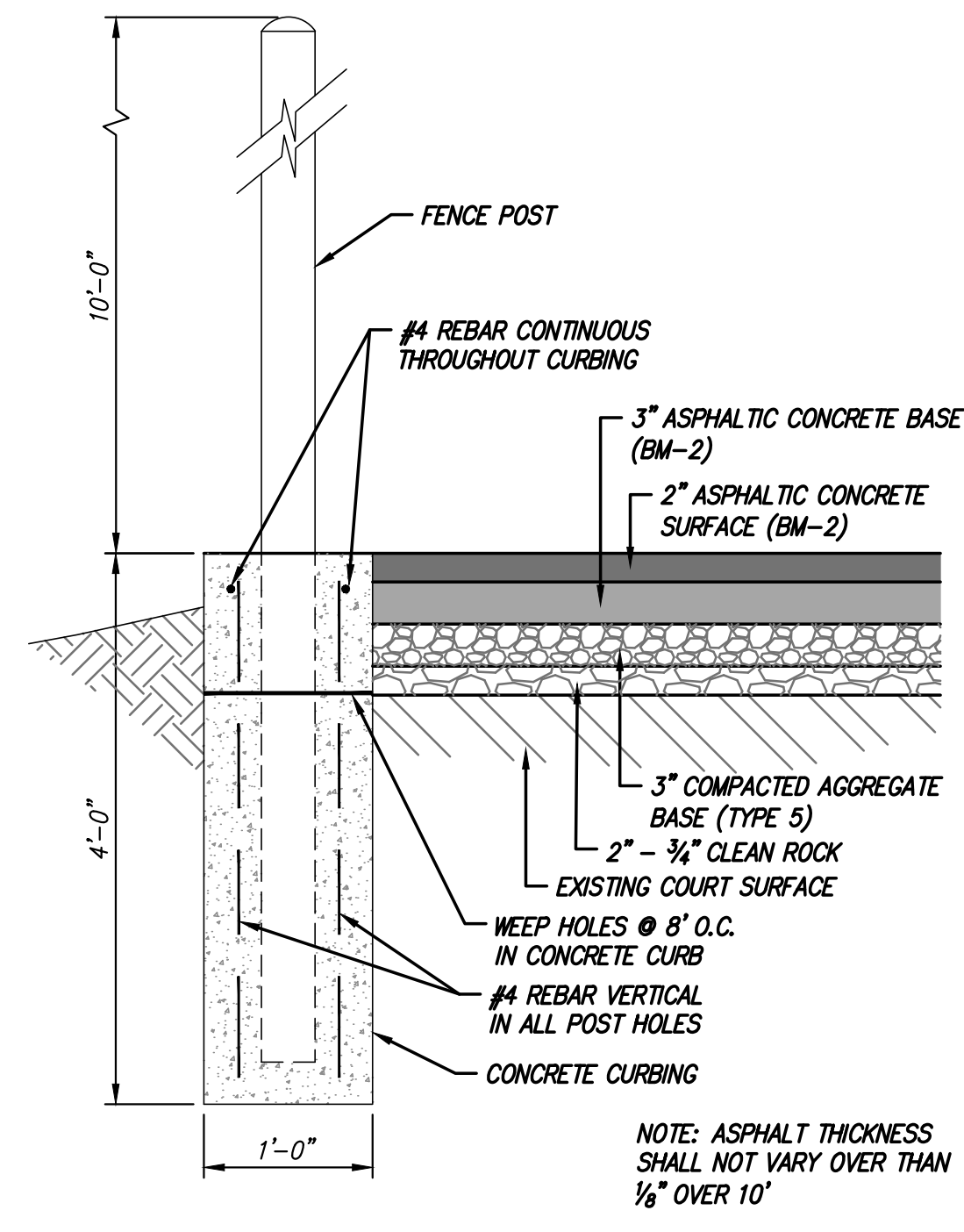
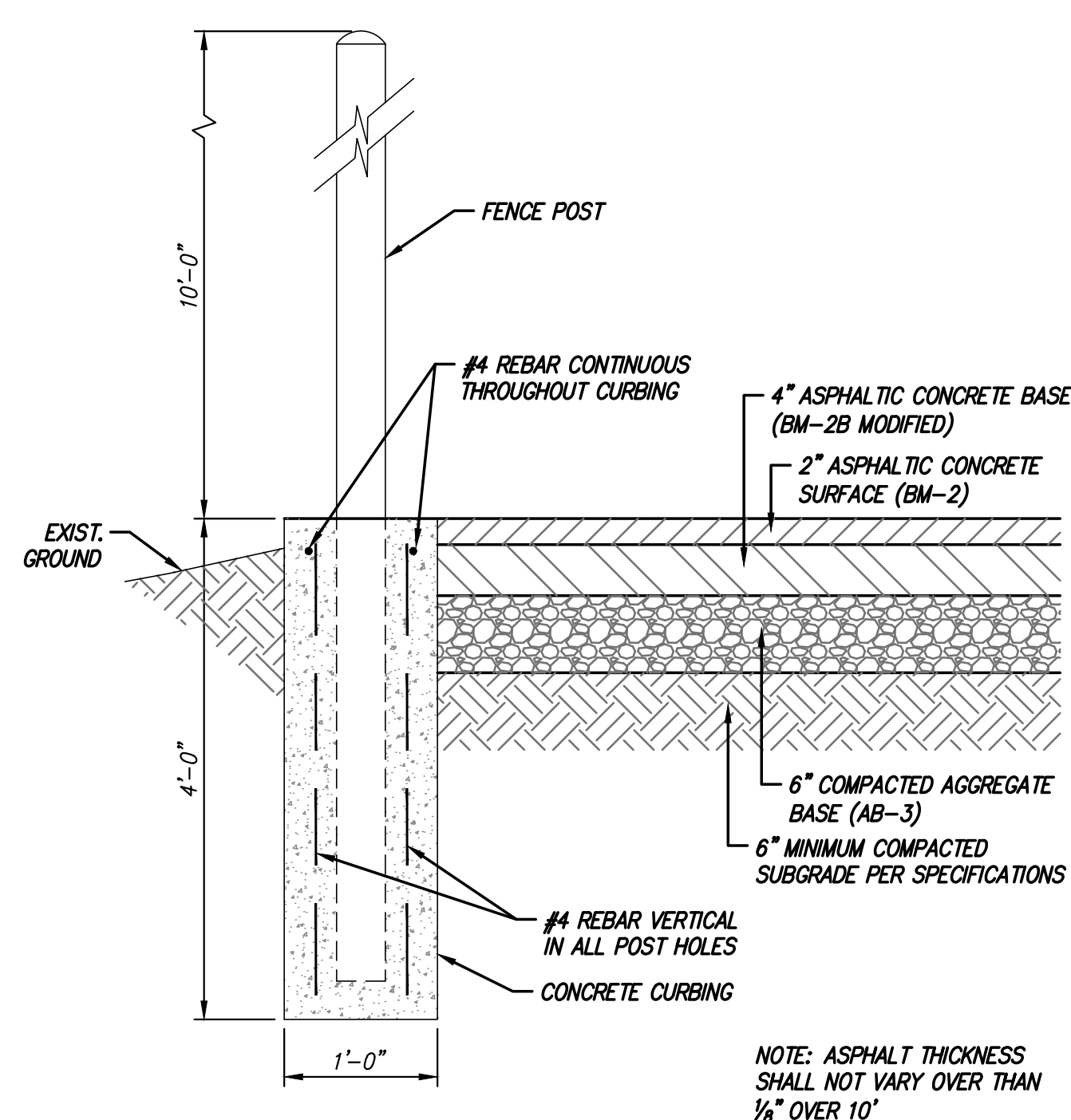
B) TROUBLESHOOTING:

1. CONSULT WITH A QUALIFIED DESIGN PROFESSIONAL IF ANY OF THE FOLLOWING OCCUR:
- A. INADEQUATE RUNOFF CONTROL TO THE EXTENT THAT SEDIMENT WASHES ONTO PUBLIC ROAD—INSTALL DIVERSIONS OR OTHER RUNOFF CONTROL MEASURES.
  - B. SMALL STONE, THIN PAD, OR ABSENCE OF GEOTEXTILE FABRIC RESULTS IN RUTS AND MUDDY CONDITIONS AS STONE IS PRESSED INTO SOIL— INCREASE STONE SIZE OR PAD THICKNESS OR ADD GEOTEXTILE FABRIC.
  - C. PAD TOO SHORT FOR HEAVY CONSTRUCTION TRAFFIC—EXTEND PAD BEYOND THE MINIMUM 50 FOOT LENGTH AS NECESSARY.

C) INSPECTION AND MAINTENANCE:

1. INSPECT STONE PAD AND SEDIMENT DISPOSAL AREA WEEKLY AND AFTER 1/2" OR GREATER STORM EVENT.
2. RESHAPE PAD AS NEEDED FOR PROPER DRAINAGE AND RUNOFF CONTROL.
3. TOPDRESS WITH CLEAN 2- AND 3-INCH STONE AS NEEDED.
4. IMMEDIATELY REMOVE MUD OR SEDIMENT TRACKED OR WASHED ONTO PUBLIC ROAD. REPAIR ANY BROKEN ROAD PAVEMENT IMMEDIATELY.
5. REMOVE ALL TEMPORARY ROAD MATERIALS FROM AREAS WHERE PERMANENT VEGETATION WILL BE ESTABLISHED.

**TEMPORARY CONSTRUCTION ENTRANCE**  
*NTS*



## EXISTING TREE PROTECTION

|                                               |                 |
|-----------------------------------------------|-----------------|
| L: \130099-370\CAD\CIVIL\130099-370-C-DTL.DWG |                 |
| LAYOUT: DTLS (2)                              | BY: GERBER      |
| XREF DWG1: NONE                               | XREF DWG2: NONE |
| XREF DWG3: NONE                               | XREF DWG4: NONE |
| DATE: 8/11/2017                               |                 |

SHAFER, KLINE &amp; WARREN

111250 Corporate Avenue  
Lenexa, KS 66219-1392

913.888.7800 FAX: 913.888.7868

SURVEYING | ENGINEERING | CONSTRUCTION

R-PARK TENNIS COURTS  
CITY OF ROELAND PARK, KANSAS

DETAILS - 2

130099-370  
SHEET NO.  
**C502**

**COPYRIGHT © - 2017-SHAFER. KLINE & WARREN INC.**

Designed By: GMP  
 Drawn By: WTG  
 Checked By: MDK  
 Issue Date: 08/11/17



# **PROJECT MANUAL**

## **R-PARK TENNIS COURT RECONSTRUCTION**

**FOR**

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

**Bid Date: TBD**

**SKW Project No. 130099-370**

**TABLE OF CONTENTS**  
**DETAILED SPECIFICATIONS**

**DIVISION 2 - SITE WORK**

|       |                                                 |   |   |   |
|-------|-------------------------------------------------|---|---|---|
| 02010 | Subsurface Conditions .....                     | 1 | : | 1 |
| 02110 | Clearing, Grubbing and Demolition .....         | 1 | : | 3 |
| 02510 | Asphaltic Concrete Paving.....                  | 1 | : | 5 |
| 02513 | Concrete Sidewalk.....                          | 1 | : | 1 |
| 02527 | Concrete Curb and Gutter .....                  | 1 | : | 1 |
| 02545 | Temporary Surfacing and Temporary Drainage..... | 1 | : | 1 |
| 02830 | Fencing .....                                   | 1 | : | 2 |
| 02930 | Fertilizing, Seeding and Mulching.....          | 1 | : | 1 |

**DIVISION 3**

|       |               |   |   |   |
|-------|---------------|---|---|---|
| 03300 | Concrete..... | 1 | : | 5 |
|-------|---------------|---|---|---|

**DIVISION 11**

|       |                                      |   |   |   |
|-------|--------------------------------------|---|---|---|
| 11480 | Athletic Equipment & Surfacing ..... | 1 | : | 5 |
|-------|--------------------------------------|---|---|---|

**1.01 GENERAL**

- A. An investigation of subsoil has not been made for this project. No classification of material shall be made. Ground water and rock may be encountered in excavations. Depth of ground water may vary seasonally.

**1.02 ADDITIONAL INFORMATION**

- A. The Contractor should visit the site and acquaint himself with all existing conditions. Prior to bidding, bidders may make their own subsurface investigations to satisfy themselves as to site and subsurface conditions but such subsurface investigations shall be performed only under time schedules and arrangements approved in advance by the City. Such exploratory excavation shall be made in a manner and location that will not disturb piping or buried electrical lines.
- B. The Contractor shall satisfy himself as to the nature of the material to be excavated and the amount of rock or water to be handled. The Contractor shall include in his unit prices bid all costs in connection with excavation, dewatering and difficulties encountered and shall assume full risk in the matter.

**END OF SECTION**

### **1.01 GENERAL**

Demolition and site Preparation shall be done in accordance with Section 2101 of the "APWA Specifications".

- A. This shall include the removal of all existing culverts, walls, pavements, steps, and other improvements and appurtenances, as required to construct the proposed improvements. Materials unsuitable for embankment shall become the Contractor's property and shall be disposed of off the construction site.
- B. This shall consist of clearing and grubbing including removal of all unsuitable materials such as brush, stumps, rubbish and trees marked for removal that are within the construction site limits. These unsuitable materials are the Contractor's property and shall be disposed of properly. The plans may not show all items to be removed. Other removals shall be as approved or directed by the Engineer. No additional payment will be made for such additional removals, except for individual tree removal as defined in Part 3.06 of this section.

### **1.02 PROTECTION**

This shall include using all means necessary to protect existing structures, equipment, piping and facilities not designated for removal. The Contractor shall comply with all laws, ordinances, applicable safety code requirements and regulations relative to the demolition and clearing called for and the protection of life and property. He shall be responsible for all damage caused by his operations. The contractor shall erect barriers, fences, guard rails, enclosures, chutes, and shoring to protect personnel, structures, and utilities remaining intact. The Contractor shall replace or repair any structures, equipment, piping or facilities not scheduled for removal, but damaged during course of the work.

### **1.03 NOTIFICATION**

The Contractor shall notify the Owner and secure approval at least three days prior to beginning demolition. The Owner shall remove any material and equipment he desires. Contractor may proceed with demolition after the Owner has removed the material and equipment he desires to keep.

### **3.01 BLASTING**

No blasting will be allowed.

### **3.02 GRUBBING**

- A. Grubbing shall consist of the removal of all stumps, roots, buried logs, foundations, drainage structures, abandoned water wells and other objectionable materials below the ground surface.
1. Limits of grubbing:  
The area to be grubbed shall include all area within the construction site limits.
  2. Materials:  
All tap roots, lateral roots or other projections over 2 inches in diameter shall be removed to a depth of two (2) feet below the natural ground surface. Grubbing of Osage Orange or Locust hedge shall include removal of roots.
  3. Filling of holes:  
All holes caused by grubbing operations shall be backfilled and compacted in accordance with the applicable provisions of these specifications and to the level of the surrounding ground surface.
  4. Disposal:  
Products of grubbing shall be disposed of away from the site.

### **3.03 BURNING**

No burning will be allowed.

### **3.04 CLEARING**

The Contractor shall scalp all areas where excavation or embankment is to be made. Scalping shall include the removal of material such as sod, grass residue of agricultural crops, sawdust, and decayed vegetable matter from the surface of the ground without removing more earth than is necessary. The products of scalping shall be disposed of away from the project site. All such disposal shall be at the Contractor's sole expense.

### **3.05 PLUGGING EXISTING PIPES**

All existing pipes and structures that need to be plugged where directed by the Engineer, shall be permanently sealed with bulkheads constructed of concrete or brick masonry having a minimum thickness of 12 inches. No direct payment will be made for this work.

### **3.06 REMOVAL**

- A. The Engineer will designate individual tree which meet this definition for removal. The Engineer will also designate all trees, shrubs and plants within the construction limits that are to remain.

All other vegetation within the construction limits shall be removed and properly disposed of.



- B. Pavements, abandoned sewers, pipe lines, or other obstructions to the project construction, within the construction limits or street right-of-way not designated or permitted to remain, shall be removed and disposed of by the Contractor away from the site of the work.
- C. Removing Pavement:
1. In removing pavement, curb, curb and gutter, gutters, sidewalk, and other similar improvements, and where a portion of such improvements are to be left in place, they shall be removed to an existing joint or to a joint sawed to a minimum depth of one inch with a true line and vertical face. Sufficient removal shall be made to provide for proper grade and connections in the new work regardless of any limits which may be indicated on the plans.
  2. Where part of the existing concrete curb, asphalt pavement or driveway is to be removed at locations other than construction or expansion joints, the existing concrete shall be cut with a concrete saw to a minimum depth of two (2) inches or one fourth (1/4) the existing slab, whichever is greater. Water shall be used, as required, to control concrete dust during sawing operations. In order to provide true alignment and a vertical face against which the replacement concrete can be placed, greater depth of cut may be necessary. If the remaining concrete is chipped or cracked during sawing or removal, it shall be resawed behind the limits of the chip or crack. Sawing shall be along a line parallel to or perpendicular with the nearest joint, except as otherwise specified by the Engineer, to assure uniform appearance.
  3. No separate payment will be made for sawing concrete. All cost shall be included in the unit prices for other items as listed in the Proposal.

### **3.07 PAYMENT**

Payment will be made at the contract Lump Sum price for "Clearing and Demolition" as listed in the proposal.

**END OF SECTION**

**1.01 GENERAL**

All work of producing and placing asphaltic concrete surface and base for street pavement shall conform to Sections 2204 and 2205 of the APWA Standard Specifications.

**2.01 ASPHALTIC CONCRETE PAVEMENT**

- A. Asphaltic concrete mixes shall be in conformance Section 2205.3 of the APWA Standard Specifications. Base course shall be 1-01; surface course shall be 3-01 in parking areas. Base course shall be BM-2; surface course shall be BM-2B Modified for tennis court areas.
- B. Reclaimed Material for Base Course:  
No reclaimed material may be used.
- C. Anti-Stripping Agent:  
All bituminous mixtures shall contain an anti-stripping agent. AD-here <sup>TM</sup> LOF 65-00 LS as manufactured by AAR-MAZ Products, L.P. shall be added to the asphalt cement at the rate of 0.75% by weight of the asphalt cement. Other asphalt anti-stripping additives and their application rate may be used when proven equal after testing as specified in Paragraph "Resistance of Compacted Bituminous Mixture to Moisture Induced Damage AASHTO T 283-89" and approved by the City Engineer.

**2.02 ASPHALT PAVEMENT MILLING**

- A. Asphalt pavement milling shall be performed in accordance with Section 616 of Kansas City Highway Specifications.

**2.03 TACK COAT**

- A. Tack coat (SS-1) shall be in accordance with the plans and Section 2204 of the APWA Standard Specifications.
- B. Tack coat shall be applied between each layer of new asphaltic concrete, as well as those surfaces specified in the plans, to assure bond unless the previously laid surface is absolutely clean and the Engineer is satisfied that proper bonding will occur without tack coat. Tack coating between layers of new asphaltic concrete may be omitted only with the Engineer's permission.
- C. Tack coat application temperature shall be between 150° and 225° F

**3.01 ASPHALTIC CONCRETE PLACEMENT**

- A. Asphalt mixing plants shall conform to Section 2205.4 of the APWA Standard Specifications.
- B. Transportation of the asphaltic concrete mix shall conform to Section 2205.5 of the APWA Standard Specifications.
- C. Asphalt paving equipment shall conform to Section 2205.7 of the APWA Standard Specifications.

### 3.02 CONSTRUCTION REQUIREMENTS

Section 2205.8 of the APWA Standard Specifications shall be amended to require that the lift of base course immediately preceding the surface course be laid in a continuous operation and that this lift provide a finished surface that deviates no more than 3/8 inch from the grades shown on the Plans. Such deviations will be allowed only if they are roughly compensating in extent and direction.

### 3.03 SURFACE REQUIREMENTS

Tolerances for street pavement construction shall be as follows:

- A. Finished grade of centerline of street pavements shall be within the tolerance range of minus zero (0) to plus three-quarter (3/4) inch with respect to concrete gutter lip.
- B. Finished grade of asphaltic concrete surface shall match concrete gutter lip within the tolerances of 0" to 3/8" above gutter lip.
- C. Total compacted thickness of base and asphaltic concrete surface at any point shall be not less than the thickness shown on the plans by more than three-eighths (3/8) inch and the average of points checked for total thickness shall not be less than shown on the Plans.
- D. Thickness of asphaltic concrete surface shall be within the tolerance range of minus one-quarter (1/4) inch to plus one-half (1/2) inch with respect to the thickness shown on the plans.
- E. Straight-Edge Requirements: Maximum variation from a ten (10) foot straight-edge shall be not more than 1/8 inch, with the provision that allowance shall be made for short vertical curves in the application of these requirements.
- F. If the Engineer finds the pavement is not in the tolerances, he will then make a determination if the pavement will be accepted and remain in place. The Engineer will document the basis of acceptance which may provide for an appropriate adjustment in the contract unit price for the asphaltic concrete items as he deems necessary, based on his engineering judgement.

If the Engineer finds the work to be unacceptable, the asphaltic concrete shall be replaced or otherwise corrected by and at the expense of the Contractor.

### 3.04 GUARANTEE AND MAINTENANCE OF PAVEMENTS SURFACED WITH ASPHALTIC CONCRETE

- A. General:
  - 1. The Contractor is required, until the end of the two year guarantee period, to:
    - (a) Guarantee all pavements surfaced with asphaltic concrete against defective materials and workmanship.
    - (b) Maintain all asphaltic concrete pavements in connection with specific items enumerated in paragraph B below.

2. This requirement applies to all pavements surfaced with asphaltic concrete under this Contract, including construction directly on sub-grade or on existing pavement or base.
3. The intent is that at the end of the two year guarantee period, the Owner will have a durable and serviceable pavement; that defective materials and workmanship will have been corrected; and that any necessary maintenance in connection with specific items enumerated in paragraph B below, whether or not due to defects in Contractor's materials and workmanship, will have been accomplished. All materials and construction for such work will be at the Contractor's expense, with the exception of construction of any underdrains which may prove to be necessary.

B. Conditions Requiring Correction:

Any adverse conditions which substantially affect the use, function, quality or life of the pavement shall be corrected, including the following:

1. Conditions stipulated in Regulations of the Contract, Article GC-45.
2. Undue deformation, due to sub-grade yielding or movement, or for any other cause, but not including cuts by others for storm or sanitary sewers, water, gas or any other utilities from the award of Contract to a period of two years from and immediately following acceptance of the completed project by the Owner. Corrections shall be made if pavement has water pockets and does not properly drain; if variation from a ten (10) foot straight edge is more than three-eighths (3/8) inch; or if there are small local deformations which noticeably affect riding quality.
3. Chuck holes.
4. Cracks which appear for any reason, but which may or may not indicate failure of sub-grade, base of surface, and which are wide enough in cool weather to be sealed by high standard crack sealing methods.

C. General Requirements for Corrective and Maintenance Work:

1. All corrective and maintenance work shall be done promptly upon notification by the Owner, in order to prevent unnecessary further deterioration and in order not to inconvenience the traveling public unduly.
2. All work shall be in accordance with the highest standard of the asphalt pavement industry and shall be of such nature as to be substantially permanent. The Contractor shall submit his proposed methods and designation of materials to the Owner, or the Owner through its Consulting Engineer, for approval in advance of such work.
3. The work may require partial reconstruction, rehabilitation, patching and crack filling. Reconstruction or rehabilitation shall be with asphaltic concrete in accordance with these Specifications of approved equal.
4. Crack filling shall be done during relatively dry weather and at temperatures when the cracks will be near maximum width. Materials and methods shall be based on width of crack. Materials shall be of such consistency as to minimize whipping out under traffic. Cracks shall be thoroughly blown and cleaned out and filler installed without superficial bridging.

D. Underdrains: In some cases of pavement failure, it may be apparent that repair of the pavement cannot be successfully accomplished without the installation of underdrains. In such cases, the Owner shall pay all costs in connection with the construction of necessary

underdrains. The Contractor shall repair the failed pavement at his own expense.

- E. The Contractor shall deliver tickets to the Owner's Construction Representative as each truck load is delivered to the job. The delivery tickets shall be numbered consecutively, state the project number, origin of the load, time loaded, temperature and weight of the load, truck number, type of mix and approved job mix formula report number.

### **3.05 MEASUREMENT AND PAYMENT**

- A. Payment for construction of asphaltic concrete surface, including furnishing all milling and surface preparation, materials, labor and equipment, shall be paid for at the contract unit price, per square yard. Plan quantity will be used for payment unless the amount of work is increased or decreased by an approved change order.
- B. No direct payment will be made for excavation, subgrade preparation and tack coat.

### **END OF SECTION**

**1.01 GENERAL**

See Concrete Section 00300

Section 2301 of the APWA Standard Specifications shall govern the construction of concrete sidewalks, driveways, and steps, except as modified in this Section 02513.

Sidewalk surfaces shall be marked with a transverse joint spaced equal to the width of the sidewalk. Tool all four edges. Broom finish perpendicular to walk.

**3.01 PAYMENT**

- A. Payment for concrete sidewalk shall be paid for at the contract unit price, per square yard, for Sidewalk. The concrete for sidewalk ramps shall be measured and included in the total area of 4-inch concrete sidewalk.
- C. Payment for additional work and materials shall be paid at the contract unit price, per each, for "sidewalk ramp".

**END OF SECTION**



**1.01 GENERAL**

See Concrete Section 03300.

Section 2209 of the APWA Standard Specifications shall govern the construction of concrete curb and gutter.

Concrete curb and gutter shall be in accordance with the lines, grades and details in the plans.

Curb and Gutter "Lay Down Machine" is required except at sections under 50 feet.

**2.01 MEASUREMENT AND PAYMENT**

- A. Concrete curbs and gutter shall be measured along the top of the back of curb.
- B. Payment for concrete curb and gutter shall be paid for at the contract unit price, per linear foot, for "Concrete Curb and Gutter."

**END OF SECTION**

**1.01 GENERAL**

Where required to provide access and maintain traffic and when directed by the Engineer, the Contractor shall provide temporary surfacing of Crushed Stone. Such temporary surfacing shall be maintained by the Contractor in a safe, reasonably smooth condition as long as it is in use. Crushed stone for temporary surfacing shall meet the requirements of Section 2202.2 of the APWA Standard Specifications, unless the Engineer agrees to a different gradation because of site conditions.

Where required to maintain drainage and when directed by the Engineer, the Contractor shall furnish and install such temporary drainage facilities, as required, to allow for adequate surface and storm sewer drainage to prevent accumulation of water and to control erosion. Temporary drainage shall conform to applicable portions of these construction documents and be furnished, placed and maintained at the Contractor's expense.

**2.01 PAYMENT**

No direct payment will be made for temporary drainage or temporary surfacing, complete and in place, including removal. All cost pertaining thereto shall be included in the contract prices for other items as listed in the proposal.

**END OF SECTION**

## 1.01 GENERAL

The work of this Article shall consist of furnishing and placing all chain link fencing and gates.

## 2.01 MATERIALS

- A. Delegated Design: Engage a qualified professional engineer to design chain-link fence and gate frameworks.
- B. Structural Performance: Chain-link fence and gate frameworks shall withstand the design wind loads and stresses for fence height(s) and under exposure conditions indicated according to ASCE/SEI 7.
- C. Chain Link Fence Fabric: Provide fabric in one-piece heights measured between top and bottom of outer edge of selvage knuckle or twist according to "CLFMI Product Manual" and requirements indicated below:
  - 1. Fabric Height: As indicated on drawings
  - 2. Steel Wire for Fabric: Wire diameter of 0.114 inch, 9 gauge
    - a. Mesh Size: 2 inches, without knots or ties
    - b. Polymer Coated Fabric: ASTM F668, Class 2 over zinc-coated steel wire. Color: Black, according to ASTM F 934
  - 3. Selvage: Knuckled at both selvages.
- D. Fence Framework: Posts and Rails shall be ASTM F1043 for framework, including rails, braces and line; terminal; and corner posts. Provide members with minimum dimensions and wall thickness according to ASTM F 1043 or ASTM F 1083 based on the following:
  - 1. Fence Height: As indicated on drawings
  - 2. Polymer Coating over Metallic Coating: Color to match chain link fabric, according to ASTM F 934
- E. Swing Gates: ASTM F 900 for gate posts and single swing gate types, as indicated on the Drawings.
  - 1. Gate Leaf Width: As indicated on the Drawings
  - 2. Framework Member Sizes and Strengths: Based on gate fabric height as indicated on the Drawings to match height of fence. Frame corner construction to be welded or assembled with corner fittings.
  - 3. Polymer Coating over Metallic Coating: Color to match chain link fabric, according to ASTM F 934.
  - 4. Hinges: 180 Degree inward swing as indicated on the Drawings.
  - 5. Latches permitting operation from both sides of gate.
- F. Grout: Nonshrink, nonmetallic grout, factory packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107/C 1107M. Provide grout, recommended in writing by manufacturer, for exterior applications.

**3.01 PAYMENT**

- A. All work, equipment, and material required removing, salvaging, and constructing fences in conflict with construction of the improvements shall be subsidiary to the other items of construction.

**END OF SECTION**

**1.01 GENERAL:**

The work of this section shall consist of fertilizing, seeding and mulching. All areas disturbed by the work, and not to be paved, shall be seeded.

**2.01 FERTILIZER, SEED, AND MULCH:**

All materials and work shall conform to Section 2401, APWA Specifications except as amended herein.

- A. Fertilizer shall be in accordance with Section 2401.2.C of the APWA Specifications.
- B. Fertilizer shall be applied in accordance with Section 2401.3.A of the APWA Specifications.
- C. All mulch shall be vegetative type.
- D. Seed shall be Type A.
- E. Hydraulic seeding and fertilizing may be used in lieu of mechanical applications provided they are applied separately and incorporated into the soil as specified in Section 2401, APWA Specification.
- F. Seed shall be applied at 2 times the rate shown in APWA Section 2401.3.C.
- G. An established grass cover shall be provided on all areas requiring seeding prior to acceptance of this item.

**3.01 MEASUREMENT AND PAYMENT OF SEED:**

- A. Measurement shall be per lump sum.
- B. Payment for work required to fertilize, seed and mulch all disturbed areas, including furnishing all materials, labor and equipment, shall be paid for by the lump sum.

**END OF SECTION**

## 1.01 GENERAL

This specification covers all cast-in-place plain and reinforced concrete construction required by the plans and specifications in the performance of this Contract, including all materials, labor, equipment and appliances.

## 1.02 GENERAL CONCRETE CONTROL AND QUALITY

- A. The current editions, as of date of opening bids for this Contract, of the "Bulletins" and Approved Sections of the "Standard Concrete Specifications" issued by the Mid-West Concrete Industry Board, Inc. of Kansas City, Missouri, are hereby made a part of this specification and shall have the same effect as if repeated herein. Said Bulletin and Specifications will be hereinafter referred to as "MCIB". The Contractor shall obtain sufficient copies of same to furnish them to his superintendents, pertinent sub-contractors and concrete and material suppliers.
- B. When the provisions of the specifications or plans for this Contract differ from MCIB, the provisions of these specifications and plans shall govern.

## 2.01 MATERIALS

Materials shall conform to the requirements of the Kansas City Metropolitan Materials Board (KCMMB).

- A. Cement. Cementitious materials shall meet the requirements of the KCMMB.
- B. Fine Aggregate. Aggregate for concrete shall meet the requirements of the KCMMB.
- C. Coarse Aggregate. Aggregate for concrete shall meet the requirements of the KCMMB.
- D. Mixing water. MCIB Section No. 4.
- E. Air-Entraining Agent. Air-entraining agents used to produce specified amounts of air entrainment shall be neutralized Vinsol Resin, Darex AEA, Protex AEA or an approved equal conforming to the applicable requirements of ASTM Designation C260 and MCIB Bulletin No 20.
- F. Admixtures - Fibrous Concrete Reinforcements. 100 percent virgin polypropylene, fibrillated fibers containing no reprocessed olefin materials and specifically manufactured for use as concrete secondary reinforcement. Volume per cubic yard shall equal a minimum of 0.1% (1.5 pounds). Fibers are for the control of cracking due to drying shrinkage and thermal expansion/contraction, reduction of permeability, increased impact capacity, shatter resistance, abrasion resistance, and added toughness. Fiber manufacturer must document evidence of 5 year satisfactory performance history, compliance with applicable building codes and ASTM C-1116 Type III 4.1.3 and ASTM C-1116 Performance Level I outlined in Section 21 Note 17.



Fibrous concrete reinforcement shall be manufactured by Fibermesh Company, 4019 Industry Drive, Chattanooga, Tennessee, USA 37416 (or approved equal). There will be no direct pay for fibrous concrete reinforcements.

G. Reinforcing Steel.

1. General: All reinforcing steel shall be deformed bars and shall comply with ASTM Designation A615, Grade 40 or 60. Applicable portions of MCIB Bulletin No. 12, "Reinforcing Steel-Handling and Placing," shall also be observed.
2. Bar Supports: All bolsters and chairs shall be in accordance with ACI Standard 513, and those used in the underside of the top slabs shall be pre-galvanized. On sub-grade, support on continuous chairs or on concrete brick or hard burned clay brick, at Contractor's option.
3. Fabrication: Fabrication of reinforcing steel shall be in accordance with ACI Standard 315. Requirements for laps, spacing, edge distance, length and bending of bars are given on the Plans. Reinforcing steel shall be protected from damage at all times. The bars shall be firmly tied at the alternate crossings, or closer. The steel shall be tied in correct position, positively secured against displacement, and inspected before any concrete is placed. Care shall be exercised to maintain proper clearance between the forms and the reinforcement. Bars at the top of lifts shall be held securely in correct position by means of approved metal bar supports. Before any concrete is placed, any dried mortar, loose rust or mud shall be cleaned from the reinforcing steel.

H. Welded Wire Fabric. ASTM Designation A-185.

I. Expansion Joint Filler. AASHTO M213.

## 2.02 READY MIXED CONCRETE

- A. Ready mixed concrete, in accordance with ASTM Designation C-94, shall be used unless otherwise authorized by the Engineer. Any concrete which is not plastic and workable when placed on the subgrade or in the forms shall be rejected.
- B. Concrete shall be completely placed in the forms within one hour after the truck leaves the ready mix plant or after water is added to the mix, whichever occurs first.

## 2.03 CONCRETE MIX

- A. Class KCMMB-4K Concrete Construction All concrete used in construction of curbs and gutters, retaining walls, culvert aprons, inlets, junction boxes, yard inlets, manholes, ditch liners, sidewalks, and integral sidewalk retaining walls shall be classified as Class KCMMB-4K unless otherwise stated in the plans. For curb and gutter use added fibers.

## 3.01 CONCRETE INSPECTION

- A. MCIB Bulletin No. 6 shall apply.

- B. Under Item 1 (a) of Bulletin No. 6, the word "Inspector" shall also mean "Construction Representative" or "Engineer."
- C. The Owner will pay for laboratory tests in accordance with Item 4(a) of said Bulletin No. 6.
- D. Under Item 7(e) of said Bulletin No. 6, the laboratory shall also report test results to the Owner.

### 3.02 CURING CONCRETE

Maintain continuously for 5 days after placing:

- A. Concrete temperature at least 50° F. and not over 100° F.
- B. Concrete Moisture:
  - 1. Walls & Structures - Cover with 6 mil polyethylene film and leave forms on 5 days, except as required for rubbing.
  - 2. Slabs - Polyethylene membrane 4 mil thick; lap joints 6".  
Hold down with 1 x 4 at laps and at 6 foot centers. Membrane to be translucent or white in hot weather; black in cold weather.
  - 3. Pavement, Walks, -  
Channels, and  
other Approved  
Structures Spray approved membrane -  
1 gallon to 200 square feet.

### 3.03 COLD WEATHER REQUIREMENTS

- A. MCIB Section 10 as amended herein shall apply.
- B. Item 1(e). No calcium chloride or other admixture shall be added to the concrete without approval of the Engineer.
- C. All coverings and heating equipment shall be on hand prior to beginning placement of the concrete.

### 3.04 HOT WEATHER REQUIREMENTS

MCIB Section 11 shall apply.

### 4.01 FORMS - WALL

- A. Forms shall be constructed from surface finished plywood and 2 x 4 studs or approved manufactured forming system. All form material shall be in first class condition and with mortar tight joints. Provide cleanouts at bottom and remove debris.

- B. Forms shall be erected true and rigid with adequate bracing to insure alignment. Provide chamfer for all exposed corners.

#### **4.02 CONCRETE FINISH**

- A. All concrete shall be finished monolithically. No "topping" or "plastering". Walls exposed to view shall be rubbed to produce uniform sandy texture without air voids, fins, form marks or offsets. Tops of all walls shall be hard trowel finish with chamfered corners.
- B. Pavement slab, slope paving, inlet tops, sidewalk, and exposed slabs of structures shall receive a light broom finish.

#### **4.03 JOINTS**

- A. Joints shall be constructed as shown on the Plans. Unless shown on the plans, joints shall not be constructed unless approved by the Engineer.
- B. All construction joints shall be made with canted 2 x 4 at least 2 inches from wall face. All construction joint contact surfaces shall be finished with wood float finish.
- C. Normal Grout  
Furnish and install normal cement grout where called for on the plans. Mix to be 1 part sand to 2 parts cement by volume. Use minimum water required for workability.
- D. Expanding Grout  
Proportion by weight 1 part normal Portland cement, 1 part sand and 1 part Ironite compound similar and equal to Embeco (Master Builders Co.). Thoroughly dry mix and add a minimum of water to a stiff consistency as limited by placing conditions. Firmly pack mortar into hole or joint and moist cure for three days.

#### **5.01 LABORATORY TESTS**

- A. Tests of concrete material and cylinders will be made at a laboratory approved by the Owner. Laboratory charges will be paid by the Owner.
- B. The Engineer shall prepare a set of three test cylinders from each significant pour or when directed by the Owner. The Contractor shall deliver the cylinders to the laboratory from a minimum of 24 hours to a maximum of 48 hours after the cylinders were prepared.
- C. Copies of all test reports shall be sent not later than two days after completion of tests to the following:
  - One copy to Owner
  - One copy to Contractor
  - One copy to Consulting Engineer.

## **5.02 CONCRETE EQUIPMENT AND PLACING**

- A. MCIB Section 8 shall apply.
- B. The Contractor's attention is called to the size of concrete pours required. He shall have sufficient crews, vibrators and other equipment to properly handle same so that no cold joints will be created and that concrete surfaces will be kept "alive". The Engineer shall be advised in advance of the equipment to be used.
- C. Before delivery of concrete the Contractor shall have made all necessary preparations and shall have all necessary items on hand not only for proper placing but for covering, curing, heating, finishing, rubbing and/or as required to perform in accordance with the Plans and Specifications. Failure to be properly prepared may result in inability to perform properly and consequent rejection of the work.
- D. Any concrete damaged by the Contractor's equipment, or by other means during construction shall be replaced at the Contractor's expense.

## **5.03 CONCRETE TESTING**

The following concrete testing shall be the responsibility of the Contractor. All testing shall be performed by a competent testing laboratory approved by the Owner. Payment for the testing during construction shall be by the Owner.

- 1. Prior to beginning construction a job mix shall be prepared and submitted to the Owner for his approval.
- 2. For each day's significant structure pour, the following tests shall be run:
  - a. Air content.
  - b. Slump.
  - c. Three standard test cylinders shall be prepared and laboratory cured. One shall be tested for compressive strength at 7 days, and the other two at 28 days.

## **5.04 MEASUREMENT AND PAYMENT**

- A. No measurement will be made unless authorized changes of the plans result in additions or deductions in the work. If changes are made, adjustments will be made on the basis of the unit prices stated in the proposal or according to GC-23, whichever is appropriate as determined by the Engineer.

Final payment will be a lump sum based on the proposal quantities and unit prices or minus change orders as described above.

**END OF SECTION**

## 1.01 GENERAL

This specification covers all athletic equipment & textured acrylic surfacing required by the plans and specifications in the performance of this Contract, including all materials, labor, equipment and appliances.

## 1.02 QUALITY ASSURANCE & GUARANTEE

Surfacing shall conform to the specifications for planarity. All surface coating products shall be supplied by a single manufacturer. The contractor shall record the batch number of each product used on the site and maintain it through the warranty period. The contractor shall provide the inspector, upon request, an estimate of the volume of each product to be used on site. The installer shall be an authorized applicator of the specified system. The manufacturer's representative shall be available to help resolve material questions. Provide a guarantee against defects in the materials and workmanship for a period of one year from the date of substantial completion for the texture acrylic surfacing.

## 2.01 PRODUCTS

### A. Tennis Posts & Net System:

- a. Carron model number 21517 Standard Tennis Posts with Reel. Provide tennis post of 2 7/8" O.D. steel pip and finished with epoxy paint with aluminum top cap and ground sleeves. Color: Green. Includes Deluxe take-up tennis post reel with zinc metallic epoxy finish, automatic check latch, and long detachable handle. Or approved equal
- b. Carron model number 21510 Center Strap. Center straps shall be made of fine quality 2 1/8" webbing. Adjustable and complete with galvanized snap hook. Or approved equal.
- c. Carron model number 21512 Pipe Anchor for Center Strap. To be cemented into court. Or approve equal
- d. Carron model number 20103 Hercules Tennis Net, 42 feet by 3 1/4 feet with a 47 foot vinyl coated cable in top binding, side pockets with dowels and a double center (two layers of netting in top 9 meshes). Net constructed of #36 nylon with a breaking strength of 340 pounds and 1 3/4" square mesh. Nylon in enhanced with UV-stabilizers for maximum weather resistance. Tear resistant vinyl top binding with three rows of stitching and strong nylon webbing at the sides and bottom. Or approved equal.

### B. Court Surfacing & Line Paint: California Products Corporation Plexi-Pave or approved equal for court surfacing. Color as noted on plans. California Products Corporation Line Paint or approved equal for line paint. Color as noted on plans.

- a. Substitution: Carron model number 21517 Standard Tennis Posts with Reel. Provide tennis post of 2 7/8" O.D. steel pip and finished with epoxy paint with aluminum top cap and ground sleeves. Color: Green. Includes Deluxe take-up tennis post reel with zinc metallic epoxy finish, automatic check latch, and long detachable handle. Or approved equal
- b. Materials:
  1. Patching Mix (California Court Patch Binder) - for use in patching cracks, holes, depressions and other surface imperfections.
  2. Crack Filler (Plexipave Crack Filler) - for use in filling fine cracks.
  3. Acrylic Filler Course (California Acrylic Resurfacer) – for use as a filler for new or

existing asphalt surfaces. The 100% acrylic filler shall be blended with approved silica sand at the job site.

4. Acrylic Color Playing Surface (Plexichrome/Plexipave Color Base) – for use as the finish color and texture. Plexichrome and Plexipave Color Base are blended at the job site to achieve the correct surface texture. \*Factory Fortified Plexipave may be used as an alternative material.
  5. Line Paint (California Line Paint) – for use as the line marking on the court/play surface.
  6. Water – for use in dilution/mixing shall be clean and potable.
- c. Materials Specifications:
1. Court Patch Binder – 100% acrylic resin blended with Portland Cement and silica sand.
    - i. Percent solids by weight (minimum) 46%
    - ii. Weight 8.7-8.9 lbs/gallon
  2. Plexipave Crack Filler – 100% acrylic resin heavily filled with sand
    - i. Percent solids by weight (minimum) 85%
    - ii. Weight 15 lbs/gallon
  3. Court Patch Binder – 100% acrylic resin (no vinyl copolymerization constituent). The product shall contain not less than 3.5% attapulgite.
    - i. Percent solids by weight (minimum) 26.7%
    - ii. Weight 8.7-8.9 lbs/gallon
  4. Plexichrome – 100% acrylic resin (no vinyl copolymerization constituent) with selected light fast pigments. Green shall contain not less than 8% chrome oxide.
    - i. Percent solids by weight (minimum) 36.5%
    - ii. Weight 10.0-10.2 lbs/gallon
  5. Plexipave Color Base – 100% acrylic resin containing no vinyl copolymerization constituent. Contains not more than 63% rounded silica sand. Color as noted on plans.
    - i. Percent solids by weight (minimum) 74%
    - ii. Weight 13.1-14.1 lbs/gallon
  6. California Line Paint – 100% acrylic resin containing no alkyds or vinyl constituents. Texturing shall be rounded silica sand. Color as noted on plans.
    - i. Percent solids by weight (minimum) 60.5%
    - ii. Weight 12-12.3 lbs/gallon
  7. All surfacing materials shall be non-flammable and have a VOC content of not less than 100g./ltr. Measured by EPA method 24.
  8. Local sands are not acceptable in the color playing surface. Sands must be incorporated at the manufacturing location to insure quality and stability.

### 3.01 EXECUTION

- A. Weather Limitations: Do not install when rainfall is imminent or extremely high humidity prevents drying. Do not apply unless surface and air temperature are 50°F and rising. Do not apply if surface temperature is in excess of 140°F.
- B. Preparation for Acrylic Color Playing System:
  - a. Clean surfaces of loose dirt, oil, grease, leaves, and other debris in strict accordance with



manufacturer's directions. Pressure washing will be necessary to adequately clean areas to be coated. Any areas previously showing algae growth shall be treated with Clorox or approved product to kill the organisms and then be properly rinsed.

- b. Allow asphalt to cure for at least 14 days.
- c. Holes and cracks: Cracks and holes shall be cleaned and a suitable soil sterilant, as approved by the owner, shall be applied to kill all vegetation 14 days prior to use of Court Patch Binder according to manufacturer's specifications.
- d. Depression: Depressions holding enough water to cover a five cent piece shall be filled with Court Patch Binder Patching Mix:
  - i. 3 gallons of Court Patch Binder
  - ii. 100 lbs. 60-80 silica sand
  - iii. 1 gallon Dry Portland Cement (Type I).

This step shall be accomplished prior to the squeegee application of Acrylic Resurfacer. The contractor shall flood all the courts and then allow draining. Define and mark all areas holding enough water to cover a nickel. After defined areas are dry, prime with tack coat mixture of 2 parts water/1 part Court Patch Binder. Allow tack coat to dry completely. Spread Court Patch Binder mix true to grade using a straight edge (never a squeegee) for strike off. Steel trowel or wood float the patch so that the texture matches the surrounding area. Never add water to mix. Light misting on surface and edges to feather in is allowed as needed to maintain work ability. Allow to dry thoroughly and cure.

- e. NO WORK FROM THIS STAGE ON SHALL COMMENCE UNTIL AN INSPECTOR HAS ACCEPTED THE SURFACE.
- f. Filler Course. (Acrylic Resurfacer): Filler course shall be applied to the clean underlying surface in one application to obtain a total quantity of not less than .06 gallon per square yard based on the material prior to any dilution. Acrylic Resurfacer may be used to pre-coat depression and crack/hole repairs to achieve better planarity prior to filler course application.
  - i. Over a properly repaired surface of asphalt on existing courts, apply one coat of Acrylic Resurfacer according to the following mix:

|                    |                             |
|--------------------|-----------------------------|
| Acrylic Resurfacer | 55 gallons                  |
| Water              | 20-40 gallons               |
| Sand               | 600-800 pounds / 60-80 mesh |
| Liquid Yield       | 112-138 gallons             |

On new asphalt, two coats of Acrylic Resurfacer shall be used to properly fill all voids in the asphalt surface. Use clean, dry 50-60 mesh sand and clean, potable water to make mixes. The quantity of sand and water in the above mix may be adjusted within above limits to complement the roughness and temperature of the surface.

- ii. Mix the ingredients thoroughly using accepted mixing devices and use a 70 Durometer rubber bladed squeegee to apply each coat of Acrylic Resurfacer as required.
- iii. Allow the application of Acrylic Resurfacer to dry thoroughly. Scrape off all ridges and rough spots prior to any subsequent application of Acrylic Resurfacer or

subsequent cushion or color surface system.

C. Application for Acrylic Color Playing System:

- a. All areas to be color coated shall be clean, free from sand, clay, grease, dust, salt or other foreign matters. The Contractor shall obtain the Engineer's approval, prior to applying any surface treatment.
  - b. Allow asphalt to cure for a minimum of 14 days.
  - c. Blend color base and Plexichrome with a mechanical mixer to achieve a uniform Fortified Plexipave mixture. The mix shall be:
    - i. Color Base 30 gallons
    - ii. Plexichrome 20 gallons
    - iii. Water 20 gallons
  - d. Application shall be made by 50 durometer rubber faced squeegees. The Fortified Plexipave mixture should be poured on to the court surface and spread to a uniform thickness in a regular pattern.
  - e. A total of 3 applications of Fortified Plexipave shall be made to achieve a total application rate of not less than .15 gal./sy. No application should be made until the previous application is thoroughly dry.
- D. Line Painting: All areas to be color coated shall be clean, free from sand, clay, grease, dust, salt or other foreign matters. The Contractor shall obtain the Engineer's approval, prior to applying any surface treatment.
- E. Protection: Erect temporary barriers to protect coatings during drying and curing. Lock gates to prevent use until acceptance by the owner's representative
- F. Clean Up: Remove all containers, surplus materials and debris. Dispose of materials in accordance with local, state, and federal regulations. Leave site in a clean and orderly condition.

**END OF SECTION**

BID TABULATIONS  
R - PARK TENNIS COURT RECONSTRUCTION  
CITY OF ROELAND PARK, KANSAS  
FOR BIDS ON 1/10/2018

| ITEM NO. | ITEM DESCRIPTION                                           | UNIT | QTYS | MULTICON, INC.                      |        | PRIMETIME CONTRACTING |              | TANDEM PAVING CO,INC |              | MCCONNELL & ASSOCIATES |              | ENGINEER'S ESTIMATE |              |
|----------|------------------------------------------------------------|------|------|-------------------------------------|--------|-----------------------|--------------|----------------------|--------------|------------------------|--------------|---------------------|--------------|
|          |                                                            |      |      | UNIT COST                           | COST   | UNIT COST             | COST         | UNIT COST            | COST         | UNIT COST              | COST         | UNIT COST           | COST         |
| 1        | MOBILIZATION                                               | LS   | 1    | NON-RESPONSIVE (INCORRECT BID FORM) |        | \$38,605.00           | \$38,605.00  | \$5,000.00           | \$5,000.00   | \$2,000.00             | \$2,000.00   | \$4,000.00          | \$4,000.00   |
| 2        | SITE DEMOLITION (EXCLUDING TENNIS COURT ASPHALT & FENCING) | LS   | 1    |                                     |        | \$1,000.00            | \$1,000.00   | \$28,720.00          | \$28,720.00  | \$8,740.00             | \$8,740.00   | \$5,000.00          | \$5,000.00   |
| 3        | 6' CONCRETE SIDEWALK/ADA RAMP                              | SY   | 20   |                                     |        | \$95.00               | \$1,900.00   | \$250.00             | \$5,000.00   | \$72.00                | \$1,440.00   | \$70.00             | \$1,400.00   |
| 4        | CONCRETE CURB AND GUTTER                                   | LF   | 73   |                                     |        | \$23.00               | \$1,679.00   | \$57.00              | \$4,161.00   | \$35.00                | \$2,555.00   | \$35.00             | \$2,555.00   |
| 5        | FULL DEPTH ASPHALT PAVEMENT (PARKING STALLS)               | SY   | 60   |                                     |        | \$115.00              | \$6,900.00   | \$200.00             | \$12,000.00  | \$63.00                | \$3,780.00   | \$65.00             | \$3,900.00   |
| 6        | ADA PARKING WHEELSTOPS                                     | EA   | 2    |                                     |        | \$125.00              | \$250.00     | \$100.00             | \$200.00     | \$150.00               | \$300.00     | \$300.00            | \$600.00     |
| 7        | ADA PARKING SIGNAGE                                        | EA   | 2    |                                     |        | \$300.00              | \$600.00     | \$300.00             | \$600.00     | \$300.00               | \$600.00     | \$250.00            | \$500.00     |
| 8        | ADA PARKING PAVEMENT STRIPING                              | LS   | 1    |                                     |        | \$495.00              | \$495.00     | \$500.00             | \$500.00     | \$350.00               | \$350.00     | \$600.00            | \$600.00     |
| 9        | 10' HEIGHT BLACK VINYL CHAIN LINK FENCE & GATE             | LF   | 461  |                                     |        | \$70.00               | \$32,270.00  | \$67.00              | \$30,887.00  | \$66.00                | \$30,426.00  | \$75.00             | \$34,575.00  |
| 10       | CONCRETE CURB @ TENNIS COURTS                              | LF   | 464  |                                     |        | \$55.00               | \$25,520.00  | \$30.00              | \$13,920.00  | \$27.00                | \$12,528.00  | \$40.00             | \$18,560.00  |
| 11       | FULL DEPTH ASPHALT PAVEMENT (TENNIS COURTS)                | SY   | 1440 |                                     |        | \$50.00               | \$72,000.00  | \$37.50              | \$54,000.00  | \$44.50                | \$64,080.00  | \$50.00             | \$72,000.00  |
| 12       | AGGREGATE TRAIL INSTALLATION (RE-USE SALVAGE MATERIALS)    | SY   | 16   |                                     |        | \$5.00                | \$77.50      | \$60.00              | \$930.00     | \$35.00                | \$542.50     | \$50.00             | \$775.00     |
| 13       | TENNIS COURT SURFACING                                     | SY   | 1440 |                                     |        | \$11.00               | \$15,840.00  | \$9.20               | \$13,248.00  | \$8.00                 | \$11,520.00  | \$9.00              | \$12,960.00  |
| 14       | TENNIS COURT STRIPING                                      | LF   | 996  |                                     |        | \$1.00                | \$996.00     | \$1.10               | \$1,095.60   | \$1.00                 | \$996.00     | \$1.00              | \$996.00     |
| 15       | TENNIS COURT NETS (INCLUDING FOOTINGS)                     | EA   | 2    |                                     |        | \$2,000.00            | \$4,000.00   | \$1,860.00           | \$3,720.00   | \$1,000.00             | \$2,000.00   | \$2,000.00          | \$4,000.00   |
| 16       | SEEDING                                                    | LS   | 1    |                                     |        | \$1,000.00            | \$1,000.00   | \$1,200.00           | \$1,200.00   | \$1,500.00             | \$1,500.00   | \$1,500.00          | \$1,500.00   |
| 17       | CONTRACTOR CONSTRUCTION STAKING                            | LS   | 1    |                                     |        | \$600.00              | \$600.00     | \$1,500.00           | \$1,500.00   | \$500.00               | \$500.00     | \$1,000.00          | \$1,000.00   |
| TOTAL    |                                                            |      |      |                                     | \$0.00 | TOTAL                 | \$203,732.50 | TOTAL                | \$176,681.60 | TOTAL                  | \$143,857.50 | TOTAL               | \$164,921.00 |

| ITEM NO. | ALTERNATE BID ITEMS                                   | UNIT | QTYS |
|----------|-------------------------------------------------------|------|------|
| 1        | DEMOLITION OF EXISTING TENNIS COURT ASPHALT & FENCING | SY   | 1440 |
| 2        | TENNIS COURT BACKBOARD SYSTEM                         | EA   | 2    |

|            |             |            |             |            |             |
|------------|-------------|------------|-------------|------------|-------------|
| \$11.50    | \$16,560.00 | \$7.75     | \$11,160.00 | \$12.97    | \$18,676.80 |
| \$4,200.00 | \$8,400.00  | \$4,300.00 | \$8,600.00  | \$3,750.00 | \$7,500.00  |

| AVERAGE     | HIGH        | LOW        |
|-------------|-------------|------------|
| \$12,401.25 | \$38,605.00 | \$2,000.00 |
| \$10,865.00 | \$28,720.00 | \$1,000.00 |
| \$121.75    | \$250.00    | \$70.00    |
| \$37.50     | \$57.00     | \$23.00    |
| \$110.75    | \$200.00    | \$63.00    |
| \$168.75    | \$300.00    | \$100.00   |
| \$287.50    | \$300.00    | \$250.00   |
| \$486.25    | \$600.00    | \$350.00   |
| \$69.50     | \$75.00     | \$66.00    |
| \$38.00     | \$55.00     | \$27.00    |
| \$45.50     | \$50.00     | \$37.50    |
| \$37.50     | \$60.00     | \$5.00     |
| \$9.30      | \$11.00     | \$8.00     |
| \$1.03      | \$1.10      | \$1.00     |
| \$1,715.00  | \$2,000.00  | \$1,000.00 |
| \$1,300.00  | \$1,500.00  | \$1,000.00 |
| \$900.00    | \$1,500.00  | \$500.00   |

Item Number: Unfinished Business- VII.-B.  
Committee 2/19/2018  
Meeting Date:



**City of Roeland Park**  
Action Item Summary

Date: 2/15/2018  
Submitted By: Jose Leon, Director of Public Works  
Committee/Department: Public Works  
Title: **2018 Responses to Leaf Vacuum Truck RFP**  
Item Type: Agreement

**Recommendation:**

**Staff recommends for Council to approve the purchase of a 2019 International 7400 with ExtremeVac Leaf Pickup Truck from Key Equipment at a cost not to exceed \$162,064.41**

**Details:**

Per the Governing Body's approval, staff issued a RFP for a Single User Automated Vacuum Truck. The City received (2) two responses, both from Key Equipment. The two responses are broken down as follows:

**Bid #1**

2018 Stock Freightliner w. ExtremeVac SCL65SM25

|                          |               |
|--------------------------|---------------|
| Base                     | \$160,100     |
| (1) Bottom Exhaust       | \$6,816.18    |
| (2) Rear Camera          | \$1,272.35    |
| (3) Paint Cab/Hopper     | Standard      |
| (4) Paint Cab/Hopper     | \$817.94      |
| (5) 16"x144" Hose        | \$817.94      |
| (6) Amber Strobes        | \$840.00      |
| (7) Ride Side drive only | Not Available |

Total Cost including options = **\$170,664.41**

**Bid #2**

## 2019 International 7400 w/ ExtremeVac SCL65SM25

|                          |               |
|--------------------------|---------------|
| Base                     | \$151,500     |
| (1) Bottom Exhaust       | \$6,816.18    |
| (2) Rear Camera          | \$1,272.35    |
| (3) Paint Cab/Hopper     | Standard      |
| (4) Paint Cab/Hopper     | \$817.94      |
| (5) 16"x144" Hose        | \$817.94      |
| (6) Amber Strobes        | \$840.00      |
| (7) Ride Side drive only | Not Available |

Total Cost including options = **\$162,064.41**

The City CIP shows the replacement for the Leaf Machine and Attachment to be in the year 2019. Staff wants to move this purchase up one year (2018) and will adjust the Equipment & Bldg Reserve resources to do so.

### Financial Impact

|                                      |                            |
|--------------------------------------|----------------------------|
| Amount of Request: \$162,064.41      |                            |
| Budgeted Item?                       | Budgeted Amount: \$172,000 |
| Line Item Code/Description: 5315.360 |                            |

### Additional Information

Key Equipment is a local vendor who also provides maintenance on the Vacuum Boom and Hopper. The International Chassis can be maintained at Summit Trucks & Equipment which is also a local vendor. This improves the turn-around on maintenance items, unlike our existing system where parts need to get shipped in from Canada.

Staff will continue to work with Key Equipment to squeeze down the 6-7 month turnaround, Ideally, we would like to get the truck at the beginning of September to give staff time to train and become familiar with the truck.

#### How does item relate to Strategic Plan?

Improved operational efficiency in the Fall Leaf Pickup Program.

#### How does item benefit Community for all Ages?

Improves potential water quality risks and air quality in Roeland Park.

### ATTACHMENTS:

| Description                                         | Type       |
|-----------------------------------------------------|------------|
| <input type="checkbox"/> Key Equipment Cover Letter | Cover Memo |
| <input type="checkbox"/> 2019 International 7400    | Cover Memo |
| <input type="checkbox"/> 2018 Stock Freight Liner   | Cover Memo |



**Corporate Office**  
P.O. Box 2007  
Maryland Heights, MO 63043  
314-298-8330

**Branch Office**  
P.O. Box 11035  
Kansas City, KS 66111  
913-371-8260

**Branch Office**  
P.O. Box 692109  
Tulsa, OK 74169  
918-809-8011



February 16, 2018

City of Roeland Park  
Attn: Mr. Donnie Scharff, Public Works Superintendent  
4600 W. 51<sup>st</sup> St.  
Roeland Park, KS 66205



RE: Truck Mounted Leaf Vacuum Collector

Donnie,

Thank you for the opportunity to supply a bid to the City of Roeland Park for a Truck Mounted Leaf Vacuum Collector. We are providing pricing for an XtremeVac SCL65SM25 Debris Collector mounted on a stock chassis with a 25 cubic yard hopper. XtremeVac Debris Collection Systems are powerful, heavy duty debris collectors designed for the toughest jobs. With the choice of diesel or gasoline engines, XtremeVacs are made to outlast and outperform any other debris collector on the market.

**Standard features of the SCL65SM25:**

- John Deere Power Tech EWX 2.9L 3 cylinder diesel rated for 74 HP Final Tier 4
- Hopper – 20 cubic yards with single top hinged rear door
- 28" diameter suction impeller with six (6) 3/8" thick T-1 steel blades
- 3-groove power band belt drive for suction impeller
- 16" diameter x 144" urethane suction hose with steel nozzle
- Hydraulic hose boom powered by an electric/hydraulic pump
- 13" clutch assembly with a 2.25" diameter PTO shaft
- 30-gallon polyethylene fuel tank
- Electronic engine controls with engine safety shut down system
- Underbody type hoist that dumps to 52 degrees and is power up/down
- LED type DOT lights and 2 oval LED amber flasher lights at rear
- All components pre-painted prior to assembly – hopper standard white color
- Engine compartment & vacuum blower housing painted battleship grey
- Poly fenders mounted on rear wheels

**Additional Enhancements for the City of Roeland Park:**

- Hydraulic rear door latches for single top hinged door
- 3-Axis (3X) automated hose boom (in/out, up/down & left/right) with cab controls

We are providing two different bids. One bid is with the stock chassis, and the other bid is with a chassis supplied by a local International dealership. The bodies on both units are built exactly the same.



Thank you again for your consideration of Key Equipment & Supply Co. If you have any questions, or would like additional information, please don't hesitate to contact me at (913) 915-8709 or [steve@keyequipment.com](mailto:steve@keyequipment.com). It is a pleasure assisting with your debris collecting equipment.

Respectfully,

*Steve Williams*

Steve Williams  
Territory Manager  
Key Equipment & Supply Co.



# SCL65SM-3X

**"One Man Operation" Leaf Collector**

**XTREME  
VAC**



**XTREME  
VAC**

*The Xtreme choice of professional  
landscapers and municipalities*

- **Reduce Labor Costs**
- **Collect Leaves Faster**
- **Increase Productivity**
- **Save Money**



\*Specifications subject to change at any time without notice,  
units may be shown with optional equipment and/or colors

**[www.xtremevac.com](http://www.xtremevac.com)**



## LIMITED WARRANTY

\*\*\*\*\*

ODB Company warrants to the original purchaser of any new Xtreme Vac equipment, purchased from ODB Company or any authorized Xtreme Vac dealer, that the equipment be free from defects in material and workmanship for a period of one (1) year for municipal and commercial use from the date of retail sale. The obligation of ODB Company to the purchaser under this warranty is limited to the repair or replacement of defective parts.

Replacement or repair parts installed in the equipment covered by this limited warranty are warranted for one (1) year from the date of purchase of such part or to the expiration of the applicable new equipment warranty period, whichever occurs first. Warranted parts shall be provided at no cost to the user during regular working hours. ODB Company reserves the right to inspect any equipment or parts which are claimed to have been defective in material or workmanship.

### DISCLAIMER OF IMPLIED WARRANTIES & CONSEQUENTIAL DAMAGES

ODB Company's obligation under this limited warranty, to the extent allowed by law, is in lieu of all warranties, implied or expressed, **INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE** and any liability for incidental and consequential damages with respect to the sale or use of the items warranted. Such incidental and consequential damages shall include but not be limited to: transportation charges other than normal freight charges; cost of installation other than cost approved by ODB Company; duty; taxes; charges for normal service or adjustment; rental of substitute equipment, expenses due to loss, damage, detention or delay in the delivery of equipment or parts resulting from acts beyond the control of ODB Company.

### THIS LIMITED WARRANTY SHALL NOT APPLY:

1. To vendor items which carry their own warranties, such as engines, tires, axles, hoists, gauges, circuit boards, hydraulic pumps, batteries and especially fluid drive PTO couplings.
2. If the unit has been subjected to misapplication, abuse, misuse, negligence, fire or other accident.
3. If parts not made or supplied by ODB Company have been used in connection with the unit, if, in the sole judgment of ODB Company such use affects its performance, stability or reliability.
4. If the unit has been altered or repaired outside of an authorized ODB Company dealership in a manner which, in the sole judgment of ODB Company, affects its performance, stability or reliability.
5. To normal maintenance service and normal replacement items such as engine lubricant, bearing lubricant, hydraulic fluid, worn blades, or to normal deterioration of such things as belts and exterior finish due to use or exposure.
6. To expendable or wear items such as impellers, steel liners, housings, bearings, pulleys, any and all rubber hoses, chains, sprockets, belts, springs and any other items that in the company's sole judgment is a wear item.
7. Travel mileage and travel time of the end user and/or authorized dealer is not covered under this limited warranty.

NO EMPLOYEE OR REPRESENTATIVE OF ODB COMPANY IS AUTHORIZED TO CHANGE THIS LIMITED WARRANTY IN ANY WAY OR GRANT ANY OTHER WARRANTY UNLESS SUCH CHANGE IS MADE IN WRITING AND SIGNED BY AN ODB COMPANY VICE PRESIDENT AT 5118 GLEN ALDEN DRIVE, RICHMOND, VA 23231.

\*\*\*\*\*

## EPA Non-road Emissions Control Warranty Statement—Compression Ignition



DXLOGOV1-UN-28APR09

### U.S. AND CANADA EMISSION CONTROL WARRANTY STATEMENT YOUR WARRANTY RIGHTS AND OBLIGATIONS

To determine if the John Deere engine qualifies for the additional warranties set forth below, look for the "Emissions Control Information" label located on the engine. If the engine is operated in the United States or Canada and the Emissions Control information label states: "This engine complies with US EPA regulations for nonroad and stationary diesel engines", or "This engine conforms to US EPA nonroad compression-ignition regulations", refer to the "U.S. and Canada Emission Control Warranty Statement." If the engine is operated in California, and the label states: "This engine complies with US EPA and CARB regulations for nonroad diesel engines", or "This engine conforms to US EPA and California nonroad compression-ignition emission regulations", also refer to the "California Emission Control Warranty Statement."

Warranties stated on this certificate refer only to emissions-related parts and components of your engine. The complete engine warranty, less emissions-related parts and components, is provided separately. If you have any questions about your warranty rights and responsibilities, you should contact John Deere at 1-319-292-5400.

#### JOHN DEERE'S WARRANTY RESPONSIBILITY

John Deere warrants to the ultimate purchaser and each subsequent purchaser that this off-road diesel engine including all parts of its emission-control system was designed, built and equipped so as to conform at the time of the sale with Section 213 of the Clean Air Act and is free from defects in materials and workmanship which would cause the engine to fail to conform with applicable US EPA regulations for a period of five years from the date the engine is placed into service or 3,000 hours of operation, whichever first occurs.

Where a warrantable condition exists, John Deere will repair or replace, as it elects, any part or component with a defect in materials or workmanship that would increase the engine's emissions of any regulated pollutant within the stated warranty period at no cost to you, including expenses related to diagnosing and repairing or replacing emission-related parts. Warranty coverage is subject to the limitations and exclusions set forth herein. Emission-related components include engine parts developed to control emissions related to the following:

Air-Induction System

Aftertreatment Devices

Fuel System

Crankcase Ventilation Valves

Ignition System

Sensors

Exhaust Gas Recirculation Systems

Engine Electronic Control Units

#### EMISSION WARRANTY EXCLUSIONS

John Deere may deny warranty claims for malfunctions or failures caused by:

- Non-performance of maintenance requirements listed in the Operator's Manual
- The use of the engine/equipment in a manner for which it was not designed
- Abuse, neglect, improper maintenance or unapproved modifications or alterations
- Accidents for which it does not have responsibility or by acts of God

The off-road diesel engine is designed to operate on diesel fuel as specified in the Fuels, Lubricants and Coolants section in the Operators Manual. Use of any other fuel can harm the emissions control system of the engine/equipment and is not approved for use.

To the extent permitted by law John Deere is not liable for damage to other engine components caused by a failure of an emission-related part, unless otherwise covered by standard warranty.



**THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISIONS OF MATERIAL AND SERVICES AS SPECIFIED HEREIN. WHERE PERMITTED BY LAW, NEITHER JOHN DEERE NOR ANY AUTHORIZED JOHN DEERE ENGINE DISTRIBUTOR, DEALER, OR REPAIR FACILITY OR ANY COMPANY AFFILIATED WITH JOHN DEERE WILL BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

Emission\_CI\_EPA (18Dec09)



**JOHN DEERE**

**U.S. AND CANADA EMISSION CONTROL WARRANTY STATEMENT  
YOUR WARRANTY RIGHTS AND OBLIGATIONS**

To determine if the John Deere engine qualifies for the additional warranties set forth below, look for the "Emissions Control Information" label located on the engine. If the engine is operated in the United States or Canada and the Emissions Control information label states: "This engine complies with US EPA regulations for nonroad and stationary diesel engines", or "This engine conforms to US EPA nonroad compression-ignition regulations", refer to the "U.S. and Canada Emission Control Warranty Statement." If the engine is operated in California, and the label states: "This engine complies with US EPA and CARB regulations for nonroad diesel engines", or "This engine conforms to US EPA and California nonroad compression-ignition emission regulations", also refer to the "California Emission Control Warranty Statement."

Warranties stated on this certificate refer only to emissions-related parts and components of your engine. The complete engine warranty, less emissions-related parts and components, is provided separately. If you have any questions about your warranty rights and responsibilities, you should contact John Deere at 1-319-292-5400.

**JOHN DEERE'S WARRANTY RESPONSIBILITY**

John Deere warrants to the ultimate purchaser and each subsequent purchaser that this off-road diesel engine including all parts of its emission-control system was designed, built and equipped so as to conform at the time of the sale with Section 213 of the Clean Air Act and is free from defects in materials and workmanship which would cause the engine to fail to conform with applicable US EPA regulations for a period of five years from the date the engine is placed into service or 3,000 hours of operation, whichever first occurs.

Where a warrantable condition exists, John Deere will repair or replace, as it elects, any part or component with a defect in materials or workmanship that would increase the engine's emissions of any regulated pollutant within the stated warranty period at no cost to you, including expenses related to diagnosing and repairing or replacing emission-related parts. Warranty coverage is subject to the limitations and exclusions set forth herein. Emission-related components include engine parts developed to control emissions related to the following:

|                                   |                                 |
|-----------------------------------|---------------------------------|
| Air-Induction System              | Aftertreatment Devices          |
| Fuel System                       | Crankcase Ventilation Valves    |
| Ignition System                   | Sensors                         |
| Exhaust Gas Recirculation Systems | Engine Electronic Control Units |

**EMISSION WARRANTY EXCLUSIONS**

John Deere may deny warranty claims for malfunctions or failures caused by:

- Non-performance of maintenance requirements listed in the Operator's Manual
- The use of the engine/equipment in a manner for which it was not designed
- Abuse, neglect, improper maintenance or unapproved modifications or alterations
- Accidents for which it does not have responsibility or by acts of God

The off-road diesel engine is designed to operate on diesel fuel as specified in the Fuels, Lubricants and Coolants section in the Operators Manual. Use of any other fuel can harm the emissions control system of the engine/equipment and is not approved for use.

To the extent permitted by law John Deere is not liable for damage to other engine components caused by a failure of an emission-related part, unless otherwise covered by standard warranty.

**THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISIONS OF MATERIAL AND SERVICES AS SPECIFIED HEREIN. WHERE PERMITTED BY LAW, NEITHER JOHN DEERE NOR ANY AUTHORIZED JOHN DEERE ENGINE DISTRIBUTOR, DEALER, OR REPAIR FACILITY OR ANY COMPANY AFFILIATED WITH JOHN DEERE WILL BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

Emission\_CI\_EPA (18Dec09)

TS1721-UN-15JUL13

DX,EMISSIONS,EPA-19-20121212

Copyright © 2013 Deere & Company.  
All Rights Reserved.

About Our Site | Site Search | Contact Us | Privacy and Data | Legal |

Connect with Us on   

# JOHN DEERE NEW OFF-HIGHWAY ENGINE WARRANTY



## **Warranty Duration**

Unless otherwise provided in writing, John Deere\* makes the following warranty to the first retail purchaser and each subsequent purchaser (if purchase is made prior to expiration of applicable warranty) of each John Deere new off-highway engine marketed as part of a product manufactured by a company other than John Deere or its affiliates and on each John Deere engine used in an off-highway repower application:

- 12 months, unlimited hours of use, or
- 24 months and prior to the accumulation of 2000 hours of use

Note: In the absence of a functional hour meter, hours of use will be determined on the basis of 12 hours of use per calendar day.

## **Warranty Coverage**

This warranty applies to the engine and to integral components and accessories sold by John Deere, and delivered to the first retail purchaser on or after 1 May 2010.

All John Deere-warranted parts and components of John Deere engines which, as delivered to the purchaser, are defective in materials and/or workmanship will be repaired or replaced, as John Deere elects, without charge for parts or engine repair labor, including reasonable costs of labor to remove and reinstall non-engine parts or components of the equipment in which the engine is installed, and, when required, reasonable costs of labor for engine removal and reinstallation, if such defect appears within the warranty period as measured from the date of delivery to the first retail purchaser.

## **Emissions Warranty**

Emissions warranties appear in the Operator's Manual, that is furnished with the engine/machine.

## **Obtaining Warranty Service**

Warranty service is to be performed by a local John Deere engine service outlet before the expiration of the warranty. An authorized service outlet is a John Deere engine distributor, a John Deere engine service dealer, or a John Deere equipment dealer selling and servicing equipment with an engine of the type covered by this warranty. Authorized service outlets will use only new or remanufactured parts or components furnished or approved by John Deere.

Authorized service locations can be found by using the dealer locator on [www.johndeere.com](http://www.johndeere.com), or by calling 1-800-JDENGINE (800-533-6446).

At the time of requesting warranty service, the purchaser must be prepared to present evidence of the engine's delivery date.

John Deere reimburses authorized service outlets for limited travel expenses incurred in making warranty service repairs in non-John Deere applications when travel is actually performed. Contact your local authorized service dealer for current travel reimbursement limits. If distances and travel times are greater than reimbursed by John Deere, the service outlet will charge the purchaser for the difference.

## **Purchaser's Responsibilities**

The cost of normal maintenance and depreciation.

Periodic cleaning of the Diesel Exhaust Filter.

Consequences of negligence, misuse, or accident involving the engine, or improper application, installation, or storage of the engine.

Consequences of service performed by someone other than a party authorized to perform warranty service, if such service, in John Deere's judgment, has adversely affected the performance or reliability of the engine.

Consequences of any modification or alteration of the engine not approved by John Deere, including, but not limited to, tampering with fuel and air delivery systems.

Consequences of fuels, lubricants or coolant that fails to meet the specifications and requirements listed in the Operator's Manual.

\* "John Deere" means John Deere Power Systems with respect to users in the United States, John Deere Limited with respect to users in Canada, and Deere & Company or its subsidiary responsible for marketing John Deere equipment in other countries where the user is located.



The effects of cooling system neglect as manifested in cylinder liner or block cavitation ("pitting", "erosion", "electrolysis").

Any premium for overtime labor requested by the purchaser.

Costs of transporting the engine or the equipment in which it is installed to and from the location at which the warranty service is performed, if such costs are in excess of the maximum amount payable to the service location where the warranty service is performed at the engine's location.

Costs incurred in gaining access to the engine; i.e., overcoming physical barriers such as walls, fences, floors, decks or similar structures impeding access to the engine, rental of cranes or similar, or construction of ramps or lifts or protective structures for engine removal and reinstallation.

Incidental travel costs including meals, lodging, and similar.

Service outlet costs incurred in solving or attempting to solve non-warrantable problems.

Services performed by a party other than an authorized John Deere engine service dealer, unless required by law.

Charges by dealers for initial engine start-up and inspection, deemed unnecessary by John Deere when operation and maintenance instructions supplied with the engine are followed.

Costs of interpretation or translation services.

Periodic cleaning of the Diesel Exhaust Filter.

John Deere will not be responsible for the cost of Exhaust Filter or Diesel Particulate Filter (DPF) cleaning unless:

- The need for cleaning resulted from the failure of a part that is covered by the engine's Standard Product Warranty or Extended Warranty, or
- The engine is located in California and the need for cleaning was caused by a failure covered under applicable CARB emissions regulations.

### **No Representations or Implied Warranty**

Where permitted by law, neither John Deere nor any company affiliated with it makes any guaranties, warranties, conditions, representations or promises, express or implied, oral or written, as to the nonoccurrence of any defect or the quality or performance of its engines other than those set forth herein, and DOES NOT MAKE ANY IMPLIED WARRANTY OR CONDITIONS OF MERCHANTABILITY OR FITNESS otherwise provided for in the Uniform Commercial Code or required by any Sale of Goods Act or any other statute. This exclusion includes fundamental terms. In no event will a John Deere engine distributor or engine service dealer, John Deere equipment dealer, John Deere or any company affiliated with John Deere be liable for incidental or consequential damages or injuries including, but not limited to, loss of profits, loss of crops, rental of substitute equipment or other commercial loss, damage to the equipment in which the engine is installed or for damage suffered by purchaser as a result of fundamental breaches of contract or breach of fundamental terms, unless such damages or injuries are caused by the gross negligence or intentional acts of the foregoing parties.

### **Remedy Limitation**

The remedies set forth in this warranty are the purchaser's exclusive remedies in connection with the performance of, or any breach of guaranty, condition, or warranty in respect of new John Deere engines. In the event the above warranty fails to correct purchaser's performance problems caused by defects in workmanship and/or materials, purchaser's exclusive remedy shall be limited to payment by John Deere of actual damages in an amount not to exceed the cost of the engine.

### **No Seller's Warranty**

No person or entity, other than John Deere, who sells the engine or product in which the engine has been installed makes any guaranty or warranty of its own on any engine warranted by John Deere unless it delivers to the purchaser a separate written guaranty certificate specifically guaranteeing the engine, in which case John Deere shall have no obligation to the purchaser. Neither original equipment manufacturers, engine or equipment distributors, engine or equipment dealers, nor any other person or entity, has any authority to make any representation or promise on behalf of John Deere or to modify the terms or limitations of this warranty in any way.

### **Additional Information**

For additional information concerning the John Deere New Off-Highway Engine Warranty, see the Operator's Manual

# K A N S A S

Department of Revenue  
Division of Vehicles

STEVEN L WILLIAMS  
6716 BERGER AVE

KANSAS CITY-KANSAS 66115

IS LICENSED AS A  
2017 NEW & USED VEHICLE SALESPERSON  
KEY EQUIPMENT & SUPPLY CO INC  
D-0345

*Lisa H. Kaspar*

Lisa Kaspar  
Director of Vehicles

License remains valid through June 30, 2018

*Samuel M. Williams*

Samuel M. Williams  
Secretary of Revenue

VOICE 785-296-3621 FAX 785-296-3852  
DOCKING STATE OFFICE BUILDING, 915 SW HARRISON ST, TOPEKA, KS 66626-3852  
<http://www.ksrevenue.org/>

# K A N S A S

Department of Revenue  
Division of Vehicles

THIS IS TO CERTIFY THAT  
KEY EQUIPMENT & SUPPLY CO INC

6716 BERGER AVE  
KANSAS CITY KANSAS 66115

IS LICENSED AS A  
2018 NEW/USED VEHICLE DEALER

DEALER NUMBER D- 0345

License remains valid through December 31, 2018

*David N Harper*

David N. Harper  
Director of Vehicles

*Samuel M. Williams*

Samuel M. Williams  
Secretary of Revenue

DOCKING STATE OFFICE BUILDING, 915 SW HARRISON ST, TOPEKA, KS 66626-3852  
VOICE 785-296-3621 FAX 785-296-5854  
<http://www.ksrevenue.org/>



PUBLIC WORKS RFP FOR PURCHASE OF A  
Truck Mounted Leaf Collector

Sealed proposals for the purchase of one (1) new 2018 or (current year manufacture) Truck Mounted Leaf Vacuum Collector will be received by the City of Roeland Park until 10:00AM, Friday, February 16th, 2018, at the Roeland Park City Hall Building, 4600 W 51<sup>st</sup> Street, Roeland Park, KS 66205 and at that time publicly opened and read.

The dealer may submit a bid for one or more models that are equal to or exceed the following specifications. A copy of the specifications or literature for each model should be included with each bid. Only bids from authorized dealers will be considered. Each bidder should state warranty coverage and estimated time of model availability. The dealer shall submit a total bid for furnishing a Truck Mounted Leaf Vacuum Collector as per specifications.

The City of Roeland Park reserves the right to reject any and all bids and to waive any technicalities. The bids shall not include taxes for which we are exempt.

Please contact Donnie Scharff, Public Works Superintendent regarding any questions.

[dscharff@roelandpark.org](mailto:dscharff@roelandpark.org)

2019 International 7400 w/ XtremeVac SCL65SM25  
Delivery 180-210 days ARO, painted red or white.

|                                           |                  |
|-------------------------------------------|------------------|
| Base Bid w/Standard Equipment             | \$ 151,500.00    |
| Option 1. Bottom Exhaust                  | \$ 6,816.18      |
| Option 2. Rear Color Camera               | \$ 1,272.35      |
| Option 3. Hydraulic Rear Door Latch       | \$ standard      |
| Option 4. Paint Cab/Hopper Race Red PQ    | \$ 817.94        |
| Option 5 16"x144" Suction Hose            | \$ 817.94        |
| Option 6. Amber Strobes-Front/Rear        | \$ 840.00        |
| Option 7. Ride Side Drive Only in Chassis | \$ not available |

## BID PRICING FORM

### FREIGHT CHARGES

Freight charges are to be included in the quoted price of the goods, rather than as a separate item unless otherwise noted.

Equipment other than new and model year, as specified, will be deemed non-responsive to these specifications. Any differences (exceptions) to the attached specifications shall be listed in the 'Comments' portion of this submittal. The unit proposed shall meet or exceed the attached minimum specifications.

### Cab & Chassis

|   | Minimum Specification                                                                                                | Does Not Meet Spec | Meets Spec | Exceeds Spec | Comments                      |
|---|----------------------------------------------------------------------------------------------------------------------|--------------------|------------|--------------|-------------------------------|
| 1 | <b>Engine</b>                                                                                                        |                    |            |              |                               |
|   | Cummins ISL 8.9 L engine, 270 Horsepower                                                                             |                    | ✓          |              |                               |
| 2 | <b>Engine Equipment</b>                                                                                              |                    |            |              |                               |
|   | Engine shall be equipped with a dry type air cleaner                                                                 |                    | ✓          |              |                               |
|   | Engine shall be equipped with a 1250 watt, 120-volt block heater (minimum)                                           | ✓                  |            |              | 1000 watt with Cummins engine |
|   | 12V 150 AMP alternator (minimum)                                                                                     |                    |            | ✓            |                               |
|   | 2 -12V threaded stud batteries 1850 CCA minimum.                                                                     |                    |            | ✓            | 3 @ 1950 CCA                  |
|   | Single battery box frame mounted LH under cab                                                                        |                    | ✓          |              | RH under cab                  |
|   | Frame ground return for battery cables                                                                               |                    | ✓          |              |                               |
|   | Positive and negative posts for jumpstart mounted near/on battery tray/box                                           |                    | ✓          |              | Positive stud only            |
|   | Electronic engine shutdown protection system                                                                         |                    | ✓          |              |                               |
|   | 13.2 CFM minimum air compressor                                                                                      |                    |            | ✓            | 18.7 CFM                      |
|   | Engine after treatment device, automatic over the road regeneration and dash mounted regeneration request switch     |                    | ✓          |              |                               |
|   | 6 gallon diesel exhaust fluid tank                                                                                   |                    |            | ✓            | 7 gallon                      |
|   | Exhaust appropriate for body configuration, up-fit and Federal Regulations                                           |                    | ✓          |              |                               |
|   | Air operated fan clutch                                                                                              |                    | ✓          |              |                               |
|   | Automatic control without dash switch                                                                                |                    | ✓          |              |                               |
|   | Aluminum radiator, 1200 sq inch minimum                                                                              |                    | ✓          |              |                               |
|   | Anti-freeze to -40F                                                                                                  |                    | ✓          |              |                               |
|   | Heavy duty coolant hoses                                                                                             |                    | ✓          |              |                               |
|   | Air intake- pre-cleaner                                                                                              |                    | ✓          |              |                               |
| 3 | <b>Transmission and Equipment</b>                                                                                    |                    |            |              |                               |
|   | Allison 3000 RDS automatic transmission, with PTO provision                                                          |                    | ✓          |              |                               |
|   | WTEC calibration-6 speed RDS/TRV                                                                                     |                    | ✓          |              |                               |
|   | Vehicle interface wiring and PDM with body builder connector back of cab w/ sealed connectors                        |                    | ✓          |              |                               |
|   | Water to oil transmission cooler, in radiator end tank                                                               |                    | ✓          |              |                               |
|   | Indicator, Low Coolant Level, with audible alarm                                                                     |                    | ✓          |              |                               |
|   | Magnetic plugs, engine drain, transmission drain, axles fill and drain                                               |                    | ✓          |              |                               |
|   | Push button, electronic shift control, dash mounted                                                                  |                    | ✓          |              |                               |
|   | Transmission oil check and fill w/ electronic oil level check. Right side dipstick tube to accommodate PTO mounting. |                    | ✓          |              |                               |

|          | Minimum Specification                                                                          | Does Not Meet Spec | Meets Spec | Exceeds Spec | Comments       |
|----------|------------------------------------------------------------------------------------------------|--------------------|------------|--------------|----------------|
|          | Synthetic transmission fluid                                                                   |                    | ✓          |              |                |
| <b>4</b> | <b>Front Axle and Suspension</b>                                                               |                    |            |              |                |
|          | 14,000 lb front axle (minimum) set back front axle                                             |                    | ✓          |              |                |
|          | 16.5 x 5 Q+ cast spider cam front brakes                                                       |                    | ✓          |              |                |
|          | Non-asbestos front brake lining                                                                |                    | ✓          |              |                |
|          | Cast iron front brake drums                                                                    |                    | ✓          |              |                |
|          | Standard spindle axle nuts for all axles                                                       |                    | ✓          |              |                |
|          | Automatic front slack adjusters                                                                |                    | ✓          |              |                |
|          | Power steering                                                                                 |                    | ✓          |              |                |
|          | 14,000 lb front suspension leaf spring w/ maintenance free auxiliary rubber springs. (minimum) |                    | ✓          |              |                |
|          | Heavy duty front shock absorbers                                                               |                    | ✓          |              |                |
| <b>5</b> | <b>Rear Axle and Suspension</b>                                                                |                    |            |              |                |
|          | 23,000 lb rear axle (minimum)                                                                  |                    | ✓          |              |                |
|          | 30,000# flat leaf spring rear suspension with helper and radius rod                            |                    | ✓          |              |                |
|          | Driver actuated traction control, differential unlock with ignition off, active <5 MPH         |                    | ✓          |              |                |
|          | Main driveline with half round yokes                                                           |                    | ✓          |              |                |
|          | 16.5 x 7 Q+ cast spider cam rear brakes, double anchor                                         |                    | ✓          |              |                |
|          | Brake cams and chambers on forward side of drive axle                                          |                    | ✓          |              |                |
|          | Non-asbestos rear brake lining                                                                 |                    | ✓          |              |                |
|          | Cast iron rear brake drums                                                                     |                    | ✓          |              |                |
|          | Drive axle spring parking chambers                                                             |                    | ✓          |              |                |
|          | Automatic rear slack adjusters                                                                 |                    | ✓          |              |                |
|          | 6.14 rear axle ratio                                                                           |                    | ✓          |              |                |
|          | Synthetic 75W-90 Rear Axle Lube                                                                |                    | ✓          |              |                |
| <b>6</b> | <b>Brake System Equipment</b>                                                                  |                    |            |              |                |
|          | Air brake package                                                                              |                    | ✓          |              |                |
|          | Cam type system                                                                                |                    | ✓          |              |                |
|          | Air parking brake                                                                              |                    | ✓          |              |                |
|          | Nylon air line, color and size coded                                                           |                    | ✓          |              |                |
|          | Standard brake system valves                                                                   |                    | ✓          |              |                |
|          | Relay valve with 5-8 PSI crack pressure no rear-proportioning valve                            |                    | ✓          |              |                |
|          | AD-9 air dryer with heater, mounted inside frame rail                                          |                    | ✓          |              |                |
|          | Pull cables on wet tank, petcocks on other air tanks                                           |                    | ✓          |              |                |
|          | Front and Rear brake covers                                                                    |                    | ✓          |              |                |
| <b>7</b> | <b>Wheelbase &amp; Frame</b>                                                                   |                    |            |              |                |
|          | 225" Wheelbase                                                                                 |                    | ✓          |              |                |
|          | 63" rear frame overhang                                                                        |                    | ✓          |              |                |
|          | 24" integral front frame extension                                                             |                    | ✓          |              | 20"            |
|          | Square end of frame                                                                            |                    | ✓          |              |                |
|          | Cab to axle - 159" Must be compliant with body manufacturer requirements                       |                    | ✓          |              |                |
| <b>8</b> | <b>Chassis Equipment</b>                                                                       |                    |            |              |                |
|          | One piece solid steel front bumper, w/ bumper mounting for license plate.                      |                    | ✓          |              |                |
|          | Mud flaps mounted to frame solid mount front and rear of rear wheels                           |                    | ✓          |              |                |
|          | Grade Eight hex headed frame fasteners                                                         |                    |            | ✓            | Huck Fasteners |
|          | Clear frame rails / NO protrusions outboard both                                               |                    | ✓          |              |                |



|           | Minimum Specification                                                     | Does Not Meet Spec | Meets Spec | Exceeds Spec | Comments      |
|-----------|---------------------------------------------------------------------------|--------------------|------------|--------------|---------------|
| <b>9</b>  | <b>Fuel Tank and Equipment</b>                                            |                    |            |              |               |
|           | 50-gallon minimum rectangular aluminum fuel tank LH                       |                    | ✓          |              |               |
|           | Plain aluminum w/ painted bands                                           |                    | ✓          |              |               |
|           | Fuel tank forward                                                         |                    | ✓          |              |               |
|           | Tank not to extend beyond rear of cab                                     |                    | ✓          |              |               |
|           | Reinforced nylon fuel hose                                                |                    | ✓          |              |               |
|           | Minimum 6-gallon DEF tank mounted LH side                                 |                    | ✓          |              |               |
| <b>10</b> | <b>Front Tires, Hubs, Wheels</b>                                          |                    |            |              |               |
|           | Two (2) - 11R22.5 - 16 ply                                                |                    | ✓          |              |               |
|           | Cast iron front hubs                                                      |                    | ✓          |              |               |
|           | 22.5x 8.25 10 stud- hub pilot steel disc front wheels                     |                    | ✓          |              |               |
| <b>11</b> | <b>Rear Drive Tires, Hubs, Wheels</b>                                     |                    |            |              |               |
|           | Four (4) mud and snow rear 11R22.5 - 14 ply tires                         |                    | ✓          |              |               |
|           | Cast iron rear hubs                                                       |                    | ✓          |              |               |
|           | 22.5x8.25 10 stud- hub pilot steel disc rear wheels                       |                    | ✓          |              |               |
| <b>12</b> | <b>Cab Exterior</b>                                                       |                    |            |              |               |
|           | Flat roof standard conventional cab                                       |                    | ✓          |              |               |
|           | Cab air suspension                                                        |                    | ✓          |              |               |
|           | LH and RH exterior grab handles                                           |                    | ✓          |              |               |
|           | Dual electric horn                                                        |                    | ✓          |              |               |
|           | All locks keyed the same                                                  |                    | ✓          |              |               |
|           | Rear license plate mount at the end of frame                              |                    | ✓          |              |               |
|           | Integral headlight/marker assembly                                        |                    | ✓          |              |               |
|           | (5) amber marker lights on cab, LED                                       |                    | ✓          |              |               |
|           | Stop/Tail/Backup LED lights                                               |                    |            |              |               |
|           | Standard front turn signal lamps                                          |                    | ✓          |              |               |
|           | Dual heated West Coast mirrors with LH and RH remote, power               |                    | ✓          |              |               |
|           | Door mounted mirrors                                                      |                    | ✓          |              |               |
|           | 102" equipment width                                                      |                    | ✓          |              |               |
|           | LH/RH 8" convex mirrors mounted under primary mirrors                     |                    | ✓          |              |               |
|           | Standard side/rear reflectors                                             |                    | ✓          |              |               |
|           | Tinted rear window                                                        |                    | ✓          |              |               |
|           | Tinted door glass LH & RH with tinted non- operating wing windows         |                    | ✓          |              | wing operates |
|           | Manual door / window regulators                                           |                    | ✓          |              |               |
|           | Tinted windshield                                                         |                    | ✓          |              |               |
|           | Windshield washer fluid reservoir, 1 gallon minimum                       |                    | ✓          |              |               |
| <b>13</b> | <b>Cab Interior</b>                                                       |                    |            |              |               |
|           | Gray vinyl interior                                                       |                    | ✓          |              |               |
|           | Molded plastic door panels                                                |                    | ✓          |              |               |
|           | Forward roof mounted console with upper storage compartments with netting |                    | ✓          |              |               |
|           | Floor mats                                                                |                    | ✓          |              |               |
|           | (2) cup holders                                                           |                    | ✓          |              |               |
|           | 2-1/2 lb. fire extinguisher                                               |                    | ✓          |              |               |
|           | First aid kit                                                             |                    | ✓          |              |               |
|           | High output heater, defroster and air conditioner                         |                    | ✓          |              |               |
|           | Main HVAC controls with recirculation switch                              |                    | ✓          |              |               |
|           | Standard heater plumbing                                                  |                    | ✓          |              |               |
|           | High output air conditioning                                              |                    | ✓          |              |               |

|           | Minimum Specification                                                                                   | Does Not Meet Spec | Meets Spec | Exceeds Spec | Comments      |
|-----------|---------------------------------------------------------------------------------------------------------|--------------------|------------|--------------|---------------|
|           | air selection                                                                                           |                    | ✓          |              |               |
|           | Cab insulation                                                                                          |                    | ✓          |              |               |
|           | Circuit breakers-manual reset                                                                           |                    | ✓          |              |               |
|           | Dome light with 3-way switch activated by left and right hand doors                                     |                    | ✓          |              |               |
|           | Cab door latches with manual locks                                                                      |                    | ✓          |              |               |
|           | High back air suspension driver's seat                                                                  |                    | ✓          |              |               |
|           | High back suspension passenger seat                                                                     |                    | ✓          |              |               |
|           | LH and RH integral door panel arm rests                                                                 |                    | ✓          |              |               |
|           | Driver Seat- National, Cordura or equivalent, cloth                                                     |                    | ✓          |              |               |
|           | Passenger Seat- National, Cordura or equivalent, cloth                                                  |                    | ✓          |              |               |
|           | 3 point fixed d-ring retractor driver and passenger seat belts                                          |                    | ✓          |              |               |
|           | Fixed steering column                                                                                   |                    |            | X            | Tilt Required |
|           | 450MM (18") spoke steering wheel                                                                        |                    | ✓          |              |               |
|           | Driver and passenger interior sun visor                                                                 |                    | ✓          |              |               |
| <b>14</b> | <b>Instrument Panel and Controls</b>                                                                    |                    |            |              |               |
|           | Low air pressure light and buzzer                                                                       |                    | ✓          |              |               |
|           | Primary and secondary air pressure gauges. Intake mounted air restriction indicator without graduations |                    | ✓          |              |               |
|           | Back up alarm 97 db minimum                                                                             |                    | ✓          |              |               |
|           | Cruise control, electronic, with switches on the dash/steering wheel.                                   |                    | ✓          |              |               |
|           | Key operated ignition switch and integral start position; 4 position Off/Run/Start/Acc                  |                    | ✓          |              |               |
|           | 4 keys required                                                                                         |                    | ✓          |              |               |
|           | ODO/Trip/Hour/Diagnostic/Voltage display                                                                |                    | ✓          |              |               |
|           | Diagnostic interface connector, 9 pin, located below dash                                               |                    | ✓          |              |               |
|           | Electric fuel gauge                                                                                     |                    | ✓          |              |               |
|           | Engine remote interface with park brake and neutral interlocks                                          |                    | ✓          |              |               |
|           | Engine remote interface for remote throttle                                                             |                    | ✓          |              |               |
|           | Engine remote interface connector at back of cab                                                        |                    | ✓          |              |               |
|           | Electrical engine coolant temperature gauge                                                             |                    | ✓          |              |               |
|           | Transmission oil temperature indicator light                                                            |                    | ✓          |              |               |
|           | Power outlet on dash                                                                                    |                    | ✓          |              |               |
|           | Test exterior lights- flashes exterior lights in sequence for driver pre-trip inspection                |                    | ✓          |              |               |
|           | Engine and trip hour meters                                                                             |                    | ✓          |              |               |
|           | Electric engine oil pressure gauge                                                                      |                    | ✓          |              |               |
|           | Standard AM/FM radio; (2) radio speakers (cab only)                                                     |                    | ✓          |              |               |
|           | Electronic MPH speedometer with secondary KPH scale, without odometer                                   |                    | ✓          |              |               |
|           | Electronic tachometer                                                                                   |                    | ✓          |              |               |
|           | Ignition controlled engine stop                                                                         |                    | ✓          |              |               |
|           | Single windshield wiper motor with delay                                                                |                    | ✓          |              |               |
|           | Marker light switch integral with headlight switch                                                      |                    | ✓          |              |               |
|           |                                                                                                         |                    |            |              |               |
|           | Self cancel turn signal switch with dimmer, washer/wiper in handle.                                     |                    | ✓          |              |               |
|           | Circuit Boss - Circuit Isolator # 70207 (7 circuits),                                                   |                    | ✓          |              |               |

|           | Minimum Specification                                                                                                                                                                                                                                                        | Does Not Meet Spec | Meets Spec | Exceeds Spec | Comments |
|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|------------|--------------|----------|
|           | Painless is the current product line we use configured as follows:<br>Circuit 1-3 – constant power<br>Circuit 4-7 - ignition powered<br><b>Exact connection to particular component will be determined with successful bidder</b><br>Integral electronic turn signal flasher |                    | ✓          |              |          |
| <b>15</b> | <b>Paint Designs</b>                                                                                                                                                                                                                                                         |                    |            |              |          |
|           | Paint: one solid color                                                                                                                                                                                                                                                       |                    | ✓          |              |          |
|           | Cab color Bright White from manufacturer standard color sheets, premium paint, base coat, e-coat, clear coat.                                                                                                                                                                |                    | ✓          |              |          |
|           | Chassis: black, high solids polyurethane                                                                                                                                                                                                                                     |                    | ✓          |              |          |
|           | Front wheels: powder coated white front wheels/rims, to resist corrosion                                                                                                                                                                                                     |                    | ✓          |              |          |
|           | Rear wheels: powder coated white rear wheels/rims, to resist corrosion                                                                                                                                                                                                       |                    | ✓          |              |          |
| <b>16</b> | <b>Manuals</b>                                                                                                                                                                                                                                                               |                    |            |              |          |
|           | Hard copy manuals; to include shop, parts, and operators manual for ALL systems, CD if available                                                                                                                                                                             |                    | ✓          |              |          |
| <b>17</b> | <b>Warranty</b>                                                                                                                                                                                                                                                              |                    |            |              |          |
|           | Warranty will be the standard cab and chassis truck warranty provided by the truck manufacturer                                                                                                                                                                              |                    | ✓          |              |          |
| <b>18</b> | <b>Filter log</b>                                                                                                                                                                                                                                                            |                    |            |              |          |
|           | Successful bidder will provide a list of all filters used on the completed unit. List will indicate type of filter and part number                                                                                                                                           |                    | ✓          |              |          |

#### Fontaine Dual Drive System

|          | Minimum Specification                                                                                                                                                                      | Does Not Meet Spec | Meets Spec | Exceeds Spec | Comments |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|------------|--------------|----------|
| <b>1</b> | <b>Conversion</b>                                                                                                                                                                          |                    |            |              |          |
|          | 18" steering wheel right and left hand sides both equipped with horn activation buttons                                                                                                    |                    | ✓          |              |          |
|          | Fontaine right hand dash module with all gauges, indicator lights, and warning lights designed to mirror the left hand factory configuration                                               |                    | ✓          |              |          |
|          | Power mirror control to be mounted on dash in the center within reach of R/L driver configuration                                                                                          |                    | ✓          |              |          |
|          | Self cancelling turn signal switch with four way flasher and high beam switch integrated                                                                                                   |                    | ✓          |              |          |
|          | Headlight switch center dash mounted                                                                                                                                                       |                    | ✓          |              |          |
|          | The factory center console must be removed and all console mounted controls mounted in the dash to allow for an open area between the seats to accommodate the leaf vacuum control station |                    | ✓          |              |          |

## Leaf Vacuum System

|          | Minimum Specification                                                                                                                        | Does Not Meet Spec | Meets Spec | Exceeds Spec | Comments |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------|--------------------|------------|--------------|----------|
| <b>1</b> | <b>Engine</b>                                                                                                                                |                    | ✓          |              |          |
|          | John Deere water cooled turbo diesel engine                                                                                                  |                    | ✓          |              |          |
|          | Minimum 74 HP                                                                                                                                |                    | ✓          |              |          |
| <b>2</b> | <b>Air Cleaner</b>                                                                                                                           |                    | ✓          |              |          |
|          | Dry element with Pre-cleaner                                                                                                                 |                    | ✓          |              |          |
| <b>3</b> | <b>Radiator</b>                                                                                                                              |                    | ✓          |              |          |
|          | Pressurized                                                                                                                                  |                    | ✓          |              |          |
|          | Heavy Duty                                                                                                                                   |                    | ✓          |              |          |
| <b>4</b> | <b>Radiator Screen</b>                                                                                                                       |                    | ✓          |              |          |
|          | Constructed of ½" expanded flattened steel with steel mesh.                                                                                  |                    | ✓          |              |          |
|          | Screen is hinged to allow for cleaning without powering down the engine.                                                                     |                    | ✓          |              |          |
| <b>5</b> | <b>Engine Controls</b>                                                                                                                       |                    | ✓          |              |          |
|          | In-cab controls mounted in a custom instrument panel.                                                                                        |                    | ✓          |              |          |
|          | Engine start and stop controls.                                                                                                              |                    | ✓          |              |          |
|          | All gauges and engine wiring are connected to a state-of-the-art circuit, with circuit breakers, for easier and more reliable connections.   |                    | ✓          |              |          |
|          | Gauges include:                                                                                                                              |                    | ✓          |              |          |
|          | Tachometer                                                                                                                                   |                    | ✓          |              |          |
|          | Hour meter                                                                                                                                   |                    | ✓          |              |          |
|          | Voltmeter                                                                                                                                    |                    | ✓          |              |          |
|          | Oil pressure gauge                                                                                                                           |                    | ✓          |              |          |
|          | All engine monitoring gauges are illuminated                                                                                                 |                    | ✓          |              |          |
|          | Automatic safety shutdown for high temperature or low oil pressure                                                                           |                    | ✓          |              |          |
|          | Led indicator lights shall indicate what function has caused the engine to shutdown; water temp, oil press., E-stop or inspection door/hose. |                    | ✓          |              |          |
| <b>6</b> | <b>In-Cab Controls</b>                                                                                                                       |                    |            |              |          |
|          | All engine controls as described above as well as joystick control of the 3 axis boom.                                                       |                    | ✓          |              |          |
|          | In cab Controls include:<br>In-Cab dump body control<br>Clutch engage/disengagement<br>trottleRear door open/close                           |                    | ✓          |              |          |
| <b>7</b> | <b>Engine Sheet Metal</b>                                                                                                                    |                    | ✓          |              |          |
|          | Engine is covered by a custom sheet metal enclosed constructed of 16 gauge steel.                                                            |                    | ✓          |              |          |
|          | The enclosure has front and rear access doors, which are louvered for proper air circulation.                                                |                    | ✓          |              |          |
|          | Two doors are provided on top of the enclosure for convenient access to the radiator cap and oil fill cap.                                   |                    | ✓          |              |          |
|          |                                                                                                                                              |                    |            |              |          |

|    | Minimum Specification                                                                                                                                                                | Does Not Meet Spec | Meets Spec | Exceeds Spec | Comments |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|------------|--------------|----------|
| 8  | <b>PTO</b>                                                                                                                                                                           |                    | ✓          |              |          |
|    | Heavy duty 13" automotive style PTO and clutch with safety engagement system.                                                                                                        |                    | ✓          |              |          |
| 9  | <b>Drive Type</b>                                                                                                                                                                    |                    | ✓          |              |          |
|    | Belt Drive.                                                                                                                                                                          |                    | ✓          |              |          |
| 10 | <b>Belt Drive</b>                                                                                                                                                                    |                    | ✓          |              |          |
|    | Power is transferred from the engine to the impeller via a 3-grooved Kevlar, power band belt minimum.                                                                                |                    | ✓          |              |          |
|    | The power band is adjusted by raising and lowering the engine by simply turning the four, two-inch diameter engine supports.                                                         |                    | ✓          |              |          |
| 11 | <b>Impeller Shaft</b>                                                                                                                                                                |                    |            |              |          |
|    | 2" diameter hardened shaft minimum                                                                                                                                                   |                    |            | ✓            | 2.25"    |
| 12 | <b>Drive Bearings</b>                                                                                                                                                                |                    | ✓          |              |          |
|    | Two heavy-duty, four bolt flange bearings with double row, precision spherical roller bearings and utilized and eccentric locking collar to lock to the shaft instead of set screws. |                    | ✓          |              |          |
|    | The bearing housing is made of steel.                                                                                                                                                |                    | ✓          |              |          |
|    | The bearings have a triple lip seal that allows grease to purge and keeps dirt out.                                                                                                  |                    | ✓          |              |          |
|    | The bearings and shaft are protected from debris in a pedestal constructed of 12-gauge steel.                                                                                        |                    | ✓          |              |          |
|    | The flange bearings have a Teflon seal to prevent any foreign material from seeping through the blower housing.                                                                      |                    | ✓          |              |          |
| 13 | <b>Chassis</b>                                                                                                                                                                       |                    |            |              |          |
|    | Heavy-duty channel steel, formed and welded                                                                                                                                          |                    | ✓          |              |          |
|    | Chassis is constructed of 3"x 8" tubular steel with a ¼" wall thickness.                                                                                                             |                    | ✓          |              |          |
| 14 | <b>Hopper Size</b>                                                                                                                                                                   |                    | ✓          |              |          |
|    | 25 C.Y.                                                                                                                                                                              |                    | ✓          |              |          |
| 15 | <b>Lighting</b>                                                                                                                                                                      |                    | ✓          |              |          |
|    | Stop and turn signals with turn signal indicators are standard. Lights are of LED type.                                                                                              |                    | ✓          |              |          |
| 16 | <b>Impeller</b>                                                                                                                                                                      |                    |            |              |          |
|    | 28" minimum diameter with 6 gusseted blades which are constructed of abrasive resistant T-1 steel with a Brinell hardness exceeding 400.                                             |                    | ✓          |              |          |
|    | Capable of producing a minimum of 22,000 CFM of air movement.                                                                                                                        |                    | ✓          |              |          |
|    | The impeller is completely stress relieved via Bonal stress relief technology to eliminate weld cracking and weld distortion for the highest structural integrity possible.          |                    | ✓          |              |          |
|    | This makes for the strongest and longest lasting impeller on the market.                                                                                                             |                    | ✓          |              |          |
| 17 | <b>Impeller Shaft</b>                                                                                                                                                                |                    | ✓          |              |          |
|    | 2." diameter minimum                                                                                                                                                                 |                    | ✓          |              |          |

|           | Minimum Specification                                                                                                                                                                                      | Does Not Meet Spec | Meets Spec | Exceeds Spec | Comments  |
|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|------------|--------------|-----------|
| <b>18</b> | <b>Blower Housing</b>                                                                                                                                                                                      |                    | ✓          |              |           |
|           | 17-degree exhaust.                                                                                                                                                                                         |                    | ✓          |              |           |
|           | Outer housing is constructed of 10-gauge welded steel, front and back plates are 7-gauge steel.                                                                                                            |                    | ✓          |              |           |
|           | Inspection door for internal contents or condition.                                                                                                                                                        |                    | ✓          |              |           |
|           | A safety kill switch is located on the door to shut down the engine when the door is opened.                                                                                                               |                    | ✓          |              |           |
| <b>19</b> | <b>Blower Housing Liners</b>                                                                                                                                                                               |                    | ✓          |              |           |
|           | Slip-in style which requires no bolts.                                                                                                                                                                     |                    | ✓          |              |           |
|           | Made of ¼" abrasive resistant steel.                                                                                                                                                                       |                    | ✓          |              |           |
| <b>20</b> | <b>CFM</b>                                                                                                                                                                                                 |                    | ✓          |              |           |
|           | Minimum of 22,000 CFM                                                                                                                                                                                      |                    | ✓          |              |           |
| <b>21</b> | <b>Intake Hose</b>                                                                                                                                                                                         |                    | ✓          |              |           |
|           | 16" diameter x 120" long.                                                                                                                                                                                  |                    | ✓          |              |           |
|           | Heavy-duty wire reinforced flexible rubber or reinforced flexible urethane hose with a wall thickness of 0.70".                                                                                            |                    | ✓          |              |           |
| <b>22</b> | <b>Hose Boom</b>                                                                                                                                                                                           |                    | ✓          |              |           |
|           | Hydraulically controlled 3 axis boom, movement up/down, in/out, and left/right.                                                                                                                            |                    | ✓          |              |           |
|           | The boom assembly shall be capable of having a 180 degree working arc that allows the hose to be pointed toward the front of the truck and swing all the way towards the rear of the truck, no exceptions. |                    | ✓          |              |           |
| <b>23</b> | <b>Boom Controls</b>                                                                                                                                                                                       |                    | ✓          |              |           |
|           | Joystick in-cab controls.                                                                                                                                                                                  |                    | ✓          |              |           |
| <b>24</b> | <b>Hoist Hydraulics</b>                                                                                                                                                                                    |                    | ✓          |              |           |
|           | Gear driven by hydraulic pump connected directly to the engine.                                                                                                                                            |                    | ✓          |              |           |
|           | Control valve for hoist is located in the cab of the unit for easy access.                                                                                                                                 |                    | ✓          |              |           |
| <b>25</b> | <b>Dumping Hoist</b>                                                                                                                                                                                       |                    | ✓          |              |           |
|           | Uses a scissor style hoist capable of 53,200lbs lift. Power up and down.                                                                                                                                   |                    | ✓          |              | 15.2 Tons |
| <b>26</b> | <b>Box Container</b>                                                                                                                                                                                       |                    | ✓          |              |           |
|           | Self-dumping container constructed of 12-gauge steel with vented top and top hinge rear door. 25 cubic yard capacity                                                                                       |                    | ✓          |              |           |
| <b>27</b> | <b>Fuel Tank</b>                                                                                                                                                                                           |                    | ✓          |              |           |
|           | 30 gallon capacity fuel tank manufactured of ¼" thick roto-molded polyethylene.                                                                                                                            |                    | ✓          |              |           |
| <b>28</b> | <b>Empty Weight</b>                                                                                                                                                                                        |                    | ✓          |              |           |
|           | 25CY – 8,500 pounds                                                                                                                                                                                        |                    | ✓          |              |           |
| <b>29</b> | <b>Gross Weight</b>                                                                                                                                                                                        |                    | ✓          |              |           |
|           | 25CY 24,000                                                                                                                                                                                                |                    | ✓          |              |           |
|           |                                                                                                                                                                                                            |                    |            |              |           |



|           | Minimum Specification                                                                                                                   | Does Not Meet Spec | Meets Spec | Exceeds Spec | Comments |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------------|--------------------|------------|--------------|----------|
| <b>30</b> | <b>Paint</b>                                                                                                                            |                    | ✓          |              |          |
|           | All metal parts are thoroughly cleaned, primed, painted and dried separately.                                                           |                    | ✓          |              |          |
|           | Each part is primed with a rust inhibitor primer and is painted with two coats of automotive quality paint.                             |                    | ✓          |              |          |
|           | <b>Paint color: White</b>                                                                                                               |                    | ✓          |              |          |
|           | The parts are then assembled on the unit so that bolts, nuts cables and grease fittings are not painted.                                |                    | ✓          |              |          |
| <b>33</b> | <b>Warranty And Manuals</b>                                                                                                             |                    |            |              |          |
|           | The entire unit shall carry a one-year warranty for parts and labor against manufacturing defects and materials.                        |                    | ✓          |              |          |
|           | The John Deere engine and Auto PTO clutch shall have a two-year warranty.                                                               |                    | ✓          |              |          |
|           | Training video tape/CD/DVD shall be provided showing maintenance and operating procedures, no exceptions.                               |                    | ✓          |              |          |
|           | Complete parts, operating and service manuals for both the unit and the engine shall be supplied in book form and on CD, no exceptions. |                    | ✓          |              |          |

| Description                              | Quantity | Unit Price     | Extended Price |
|------------------------------------------|----------|----------------|----------------|
| Leaf Vacuum Truck per the specifications | 1        | \$ 151,500.00* | \$151,500.00*  |

Cab and chassis manufacturer 2019 International 7400 \*base bid

Is cab-chassis dealer authorized by the manufacturer to see, warrant and service equipment as bid ☒ Yes ☐ No

No Leaf

Vacuum System provider XtremeVac SCL65SM25

Is leaf vacuum system dealer authorized by the manufacturer to sell, warrant and service equipment as bid ☒ Yes ☐ No

Estimated delivery time upon receipt of purchase order: 180-210 calendar days

Dealer Name Key Equipment & Supply Co.

NOTE:

The Bid **MUST** be submitted by a licensed vehicle dealer in the State of Kansas

Dealer Representative Signature *Don Williams* Date 02/16/18

| DELIVERY ADDRESS                                                          | BILLING ADDRESS                                                                  |
|---------------------------------------------------------------------------|----------------------------------------------------------------------------------|
| Donnie Scharff/Public Works<br>4800 Roe Pkwy<br>Roeland Park, KS<br>66205 | City of Roeland Park<br>4600 W 51 <sup>st</sup> Street<br>Roeland Park, KS 66205 |

**Prepared For:**  
City of Roeland Park  
Donnie Scharff  
4600 W 51st St.  
Mission, KS 66205-3500  
(913)722 - 5435  
Reference ID: N/A

**Presented By:**  
Summit Truck Group  
Howard J Gentry  
7700 N.E. 38th Street  
Kansas City MO 64161 -  
(816)455-1833

**Model Profile**  
**2019 7400 SBA 4X2 (SA625)**

|                                        |                                                                                                                                                                         |
|----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>APPLICATION:</b>                    | Flat Dump                                                                                                                                                               |
| <b>MISSION:</b>                        | Requested GVWR: 33000. Calc. GVWR: 36220<br>Calc. Start / Grade Ability: 35.47% / 2.99% @ 55 MPH<br>Calc. Geared Speed: 67.4 MPH                                        |
| <b>DIMENSION:</b>                      | Wheelbase: 226.00, CA: 158.90, Axle to Frame: 75.00                                                                                                                     |
| <b>ENGINE, DIESEL:</b>                 | {Cummins L9 270} EPA 2017, 270HP @ 2000 RPM, 800 lb-ft Torque @ 1300 RPM, 2200 RPM<br>Governed Speed, 270 Peak HP (Max)                                                 |
| <b>TRANSMISSION, AUTOMATIC:</b>        | {Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with<br>PTO Provision, Less Retarder, Includes Oil Level Sensor, On/Off Highway |
| <b>CLUTCH:</b>                         | Omit Item (Clutch & Control)                                                                                                                                            |
| <b>AXLE, FRONT NON-DRIVING:</b>        | {Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity                                                                                                       |
| <b>AXLE, REAR, SINGLE:</b>             | {Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, Driver Controlled Locking Differential,<br>200 Wheel Ends Gear Ratio: 6.14                                    |
| <b>CAB:</b>                            | Conventional                                                                                                                                                            |
| <b>TIRE, FRONT:</b>                    | (2) 11R22.5 Load Range H HSC1 (CONTINENTAL), 496 rev/mile, 75 MPH, All-Position                                                                                         |
| <b>TIRE, REAR:</b>                     | (4) 11R22.5 Load Range G HDL2 DL ECO PLUS (CONTINENTAL), 491 rev/mile, 75 MPH, Drive                                                                                    |
| <b>SUSPENSION, RR, SPRING, SINGLE:</b> | Vari-Rate; 31,000-lb Capacity, Includes 4500-lb Capacity Multileaf Auxillary                                                                                            |
| <b>PAINT:</b>                          | Cab schematic 100GN<br>Location 1: 9219, Winter White (Std)<br>Chassis schematic N/A                                                                                    |

**Description**

Base Chassis, Model 7400 SBA 4X2 with 226.00 Wheelbase, 158.90 CA, and 75.00 Axle to Frame.

FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.433" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm) Maximum OAL

LICENSE PLATE HOLDER Single Plate, Swing Type, Mounted Below Front Bumper

BUMPER, FRONT Steel, Swept Back

FRAME EXTENSION, FRONT Integral; 20" In Front of Grille

WHEELBASE RANGE 189" (480cm) Through and Including 256" (650cm)

AXLE, FRONT NON-DRIVING {Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity

SPRINGS, FRONT AUXILIARY Rubber

SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf; 14,000-lb Capacity; with Shock Absorbers

BRAKE SYSTEM, AIR Dual System for Straight Truck Applications

BRAKES, FRONT, AIR CAM 16.5" x 5", Includes 24 SqIn Long Stroke Brake Chambers

DRAIN VALVE {Berg} with Pull Chain, for Air Tank

AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel)

AIR DRYER {Bendix AD-9} with Heater

BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Spring Brake

BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn

BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake

AIR COMPRESSOR {Cummins} 18.7 CFM Capacity

DUST SHIELDS, FRONT BRAKE for Air Brakes

DUST SHIELDS, REAR BRAKE for Air Brakes

STEERING COLUMN Tilting

STEERING WHEEL 2-Spoke, 18" Dia., Black

STEERING GEAR {Sheppard M100} Power

EXHAUST SYSTEM Single, Horizontal Aftertreatment Device, Frame Mounted Under Right Rail, Back of Cab, Includes Short Horizontal Tail Pipe

ELECTRICAL SYSTEM 12-Volt, Standard Equipment

CIGAR LIGHTER Includes Ash Cup

HORN, ELECTRIC (2) Disc Style

ALTERNATOR {Leece-Neville AVI160P2013} Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount, with Remote Sense

BODY BUILDER WIRING Back of Standard or Sleeper Cab at Left Frame or Under Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn

BATTERY SYSTEM {International} Maintenance-Free, (3) 12-Volt 1950CCA Total

RADIO {Panasonic CQ120} AM/FM, Includes Multiple Speakers, Includes Auxiliary Input

BATTERY BOX Steel with Plastic Cover, 30" Wide, 2, 3 or 4 Battery Capacity, Mounted Right Side Under Cab

JUMP START STUD Remote Mounted

**Description**

HORN, AIR Black, Single Trumpet, Air Solenoid Operated

WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time

CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade

TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights

HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on

INDICATOR, LOW COOLANT LEVEL with Audible Alarm

ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, with Ignition "OFF" and any Door Opened

STARTING MOTOR {Mitsubishi Electric Automotive America 105P} 12-Volt, with Soft-Start

CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses

TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender

GRILLE Stationary, Chrome

FRONT END Tilting, Fiberglass, with Three Piece Construction; for WorkStar/HV

PAINT SCHEMATIC, PT-1 Single Color, Design 100

PAINT TYPE Base Coat/Clear Coat, 1-2 Tone

KEYS - ALL ALIKE Fleet - Includes Ignition and Cab Door Keys

KEYS - ALL ALIKE, ID Z-200

PROMOTIONAL PACKAGE Government and Municipal Silver Package; Two Year Limited Subscription of On-Command Service Information (Formerly Fleet ISIS), and On-Command Parts Information (Formerly Fleet Parts Catalog), Requires Specific Feature Combinations

CLUTCH Omit Item (Clutch & Control)

ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection

BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines

ENGINE, DIESEL {Cummins L9 270} EPA 2017, 270HP @ 2000 RPM, 800 lb-ft Torque @ 1300 RPM, 2200 RPM Governed Speed, 270 Peak HP (Max)

FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed with Residual Torque Device for Disengaged Fan Speed

RADIATOR Cross Flow, Series System; 1228 SqIn Aluminum Radiator Core with Internal Water to Oil Transmission Cooler and 1167 In Charge Air Cooler

AIR CLEANER Dual Element, with Integral Pre Cleaner

FEDERAL EMISSIONS {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2018

THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel

EMISSION COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations

ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; with Ignition Switch Control for Cummins ISB/B6.7 or ISL/L9 Engines

TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, On/Off Highway

TRANSMISSION SHIFT CONTROL {Allison} Push-Button Type; for Allison 3000 & 4000 Series Transmission

**Description**

TRANSMISSION DIPSTICK Relocated to Right Side of Transmission

TRANSMISSION OIL Synthetic; 29 thru 42 Pints

ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction

SHIFT CONTROL PARAMETERS Allison 3000 or 4000 Series Transmissions, 5th Generation Controls, Performance Programming

PTO LOCATION Left Side of Transmission

AXLE, REAR, SINGLE {Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, Driver Controlled Locking Differential, 200 Wheel Ends .  
Gear Ratio: 6.14

SUSPENSION, RR, SPRING, SINGLE Vari-Rate; 31,000-lb Capacity, Includes 4500-lb Capacity Multileaf Auxiliary

AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 30 thru 39.99 Pints

FUEL/WATER SEPARATOR {Racor 400 Series,} with Primer Pump, Includes Water-in-Fuel Sensor

LOCATION FUEL/WATER SEPARATOR Mounted Outside Left Rail, 8" Back of Cab

FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 50 US Gal (189L), with Quick Connect Outlet, Mounted Left Side, Under Cab

DEF TANK 7 U.S. Gal. 26.5L Capacity, Frame Mounted Outside Left Rail, Under Cab

CAB Conventional

GAUGE CLUSTER English with English Electronic Speedometer

GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission

GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} with Black Bezel Mounted in Instrument Panel

IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster

GAUGE, DEF FLUID LEVEL

SEAT, PASSENGER {National} Air-Suspension, High Back with Integral Headrest, Mordura Cloth, Isolated, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, -3 to +14 Degree Back Angle Adjustment

SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Mordura Cloth, Isolated, with 2 Position Front Cushion Adjustment, -3 to +14 Degree Seat Back Adjustment, Single Chamber Air Lumbar Support

MIRRORS (2) {Lang Mekra} Styled; Rectangular, Power Both Sides Flat Glass Only, Thermostatically Controlled Heated Heads, Clearance Lights LED, Black Heads, Brackets and Arms, Breakaway Type, 7.09" x 15.75" & Integral Convex Both Sides, 102" Inside Spacing

GRAB HANDLE (2) Black, Aluminum; for Cab Entry Mounted Left and Right each Side at "B" Pillar

AIR CONDITIONER {Blend-Air} with Integral Heater & Defroster

INSTRUMENT PANEL Center Section, Flat Panel

HVAC FRESH AIR FILTER

CAB INTERIOR TRIM Deluxe

CAB REAR SUSPENSION Air Bag Type

WHEELS, FRONT {Accuride 28828} DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and with Steel Hubs

WHEELS, REAR {Accuride 28828} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and with Steel Hubs

(4) TIRE, REAR 11R22.5 Load Range G HDL2 DL ECO PLUS (CONTINENTAL), 491 rev/mile, 75 MPH, Drive

(2) TIRE, FRONT 11R22.5 Load Range H HSC1 (CONTINENTAL), 496 rev/mile, 75 MPH, All-Position

**Description**

**Services Section:**

WARRANTY Standard for WorkStar 7300/7400 (4x2, 4x4, 6x4, 6x6), Effective with Vehicles Built January 2, 2015 or Later, CTS-2002U

Dual sit down drive conversion by Fontaine Modifications

drop ship It

Floor mats, local

Additional Key

Additional Key

Parts book all models CD

Service Manual, flash drive



## YOUR UNIQUE BUSINESS REQUIRES THE RIGHT TRUCK

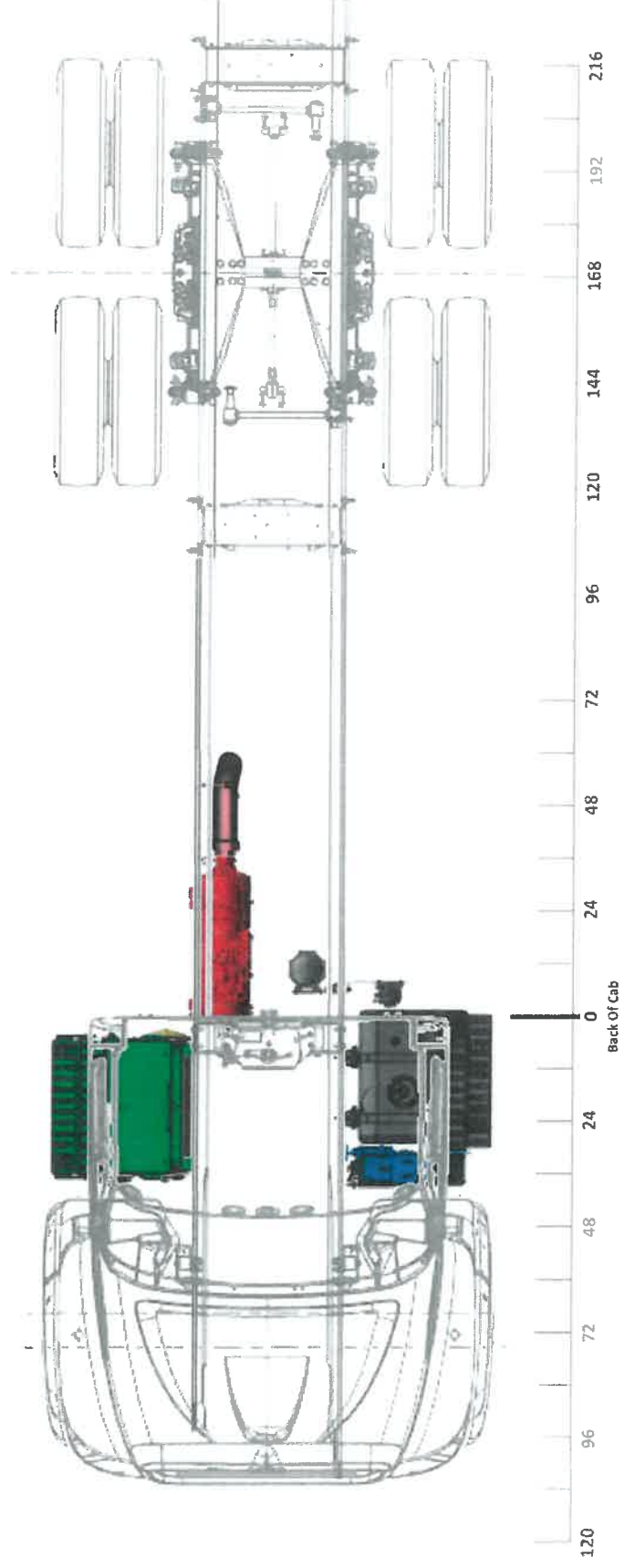
Your business and your customers demand that you be ready for anything. That's why we built the International WorkStar. It's all about options, offering several possible configurations, such as the 4x2, 4x4, 6x4 or 6x6. The set-back or set-forward axle allows you the flexibility to build the right truck for your application. Throw in the choice of powerful diesel engines, including the Navistar N9, N10 or the Cummins B6.7 or L9—with a variety of horsepower and torque options—and you get the truck you need for your company to run at its best.

WORKSTAR MID-RANGE DIESEL

WORKStar

| Model/Feature Information |             |                     |
|---------------------------|-------------|---------------------|
| <b>Model:</b>             |             | WorkStar MD SBA/SFA |
| <b>Cab:</b>               | 16030       | DAY CAB             |
| <b>Aftertreatment:</b>    | 07BKY       | HORIZ-HORIZ BOC     |
| <b>Fuel Tank:</b>         | 15SRE/15SWY | 50 GAL 19" DEEP D   |
| <b>Battery Box:</b>       | 08TTR/08TST | 30" STEEL/ALUMINUM  |
| <b>Air Tanks:</b>         |             | 12" PARALLEL        |
| <b>DEF Tank:</b>          | 15WDG       | 7 GAL               |
| <b>Engine:</b>            |             | 86.7, L9            |

| General Configuration Information                | Minimum Wheelbase                                                                                       |
|--------------------------------------------------|---------------------------------------------------------------------------------------------------------|
| TRUCK CONFIGURATION                              | 6x4 54" HMX<br>≥ 203" – SBA<br>≥ 211" – SFA                                                             |
| AIR DRIVER INSIDE LT                             | 6x4 55" HAS<br>≥ 203" – SBA<br>≥ 211" – SFA                                                             |
| OPTIONAL FUEL FILTER OUTSIDE LT - 15LMU (8" BOC) | 4x2 VARI-RATE<br>≥ 163" (86.7, MHP L9), 171" (HHP L9)– SBA<br>≥ 171" (86.7, MHP L9), 179" (HHP L9)– SFA |





# **LIMITED WARRANTY FOR MODELS** **WORKSTAR® SERIES, 7300/7400 (4x2, 6x4, 4x4, 6x6)** *\*Effective with vehicles built January 02, 2015 or later*

## **BASIC VEHICLE**

Navistar, Inc., at its option, will repair or replace any part of this vehicle that proves defective in material or workmanship, in normal use and service, with new or ReNEWed® parts, based on the Component Coverages below. Exceptions are listed below:

| BASIC VEHICLE COVERAGE                                                    |  | Months | Miles/Km (000) |
|---------------------------------------------------------------------------|--|--------|----------------|
| Basic Vehicle Warranty (Feature Code 40010) (See exceptions listed below) |  | 12     | Unlimited      |
| Basic Vehicle Warranty (WorkStar Only-Feature 40013)                      |  | 12     | Unlimited      |
| Towing (Vehicles with MaxxFord® 7 engine failures only)                   |  | 24     | Unlimited      |
| Towing (Vehicles with MaxxFord® 9 engine failures only)                   |  | 24     | 250/400        |
| Towing (Vehicles with Navistar® N 9 engine failures only)                 |  | 24     | 250/400        |
| Towing (Vehicles with MaxxFord® 10 engine failures only)                  |  | 24     | 250/400        |
| Towing (Vehicles with Navistar® N 10 engine failures only)                |  | 24     | 250/400        |
| Towing (Vehicles with MaxxFord® DT standard torque engine failures only)  |  | 24     | Unlimited      |
| Towing (Vehicles with MaxxFord® DT high torque engine failures only)      |  | 24     | 250/400        |
| Towing (First 90 days see below) (Vehicle Down Situations Only)           |  | 24     | 250/400        |
| (See exceptions listed below)                                             |  |        |                |
| Note: Items not listed in warranty exceptions follow base warranty.       |  |        |                |
| CHASSIS COVERAGE                                                          |  | Months | Miles/Km (000) |
| Frame side rails                                                          |  | 84     | Unlimited      |
| Cab/cowl structure                                                        |  | 60     | Unlimited      |
| Cab/cowl perforation corrosion                                            |  | 60     | Unlimited      |
| ENGINE COVERAGE                                                           |  | Months | Miles/Km (000) |
| Non-Rescue Applications                                                   |  | 24     | Unlimited      |
| MaxxFord® 7 Engine                                                        |  | 24     | 250/400        |
| MaxxFord® 9 Engine                                                        |  | 24     | 250/400        |
| Navistar® N 9 Engine                                                      |  | 24     | 250/400        |
| MaxxFord® 10 Engine                                                       |  | 24     | 250/400        |
| Navistar® N 10 Engine                                                     |  | 24     | Unlimited      |
| MaxxFord® DT Engine Standard Torque                                       |  | 24     | 250/400        |
| MaxxFord® DT Engine High Torque                                           |  | 24     | 250/400        |
| Rescue Application Only (Fire Truck, Ambulance, Emergency)                |  | 24     | Unlimited      |
| MaxxFord® 7 Engine                                                        |  | 60     | 100/160        |
| MaxxFord® 9 Engine                                                        |  | 60     | 100/160        |
| Navistar® N 9 Engine                                                      |  | 60     | 100/160        |
| MaxxFord® 10 Engine                                                       |  | 60     | 100/160        |
| Navistar® N 10 Engine                                                     |  | 60     | 100/160        |
| MaxxFord® DT Engine Standard Torque                                       |  | 60     | 100/160        |
| MaxxFord® DT Engine High Torque                                           |  | 60     | 100/160        |
| DRIVETRAIN COVERAGE                                                       |  | Months | Miles/Km (000) |
| Spicer axles, Propeller shaft, Eaton clutch, TTC Transmission             |  | 24     | Unlimited      |

| Eaton/Fuller 6206/6306 Transmission                                                                                                                                                                                                              | 24     | Unlimited      |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|----------------|
| Meritor Axles                                                                                                                                                                                                                                    | 24     | Unlimited      |
| MISCELLANEOUS COVERAGE                                                                                                                                                                                                                           |        |                |
| Batteries                                                                                                                                                                                                                                        | Months | Miles/Km (000) |
| Brightwork, Chassis Paint and Corrosion (other than Cab)                                                                                                                                                                                         | 12     | Unlimited      |
| Hood/Cab Paint                                                                                                                                                                                                                                   | 6      | Unlimited      |
|                                                                                                                                                                                                                                                  | 12     | Unlimited      |
| FIRST 90 DAYS FROM DELIVERY TO USER (DTU)                                                                                                                                                                                                        |        |                |
| Correction of loose fasteners, squeaks, rattles and unusual noises. Towing (unless coverage is stated above). Adjustments and Maintenance (such as aim headlights, adjust brakes/clutch, adjust steering system, check and fill coolant levels). |        |                |

## **Navistar Diesel Engine Coverage Includes:**

Engine block, cylinder heads, internally lubricated components fuel pump, high pressure pump, air compressor, injectors/nozzles; electronic engine modules, engine relays, engine sensors and regulators required for electronic engine operation, and certain aftertreatment components. Excluding: attaching accessories (e.g., fan clutch, alternator, starter, etc.), and externally mounted electrical and filtration systems.

## **WHAT IS NOT INCLUDED UNDER BASIC COVERAGE**

### **Components/Items**

- Components warranted by their respective manufacturers (such as, non-International® brand engines, tires, Allison Transmissions, lubricants, etc.)
- Bodies, equipment, and accessories installed by other than authorized International® Truck employees at International® Truck manufacturing plants
- Front and rear axle alignment
- Front & Rear axle coverage excludes brakes, wheel ends, axle shafts, controls & attachments.

### **Repairs & Maintenance**

- Maintenance-related items/repairs, or those needed as a result of normal wear and tear, including tune-ups, brake/clutch linings, windshield wiper blades, tire balancing, lubrication, and other similar procedures/parts required to keep vehicle in good working condition
- Failures that are the result of poor fuel quality, water in fuel, rust, etc.
- Repairs needed as a result of vehicle misuse, negligent care, improper maintenance, improper operation, or the result of accident or collision
- Fade, runs, mismatch or damage to paint, trim items, upholstery, chrome, polished surfaces, etc., resulting from environmental causes such as improper polishes, cleaners or washing solutions, or chemical and industrial fallout
- Failure to observe published capacity or load specifications for engine, transmission, propeller shaft, axles (powertrain) and suspension.

### **Other**

- Vehicles sold and/or operated outside the United States and Canada
- Vehicles/components that have had unauthorized alterations or modifications
- Vehicles on which the odometer reading has been altered
- Loss of time or use of the vehicle, loss of profits, inconvenience, or other consequential or incidental damages or expenses
- Replacement of defective parts with parts other than those provided by Navistar, Inc

### **OBTAINING SERVICE**

Return this vehicle to any International Truck Dealer authorized to service this model vehicle and engine.

*This warranty is automatically transferred to subsequent owners at no charge. Visit your local Authorized International Truck Dealer for name and address change information.*

Note: The customer has 365 days and up to a maximum of 100,000 miles (160,000 km) from DTU to purchase an extended warranty on the unit. For extended warranty purchases between 181 and 365 days from DTU and <100,000 miles (160,000 km) an additional fee will be assessed. See your local International dealer for details.

### **DISCLAIMER**

NO WARRANTIES ARE GIVEN BEYOND THOSE DESCRIBED HEREIN. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. THE COMPANY SPECIFICALLY DISCLAIMS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OTHER REPRESENTATIONS TO THE USER/PURCHASER, AND ALL OTHER OBLIGATIONS OR LIABILITIES. THE COMPANY FURTHER EXCLUDES LIABILITY FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES, ON THE PART OF THE COMPANY OR SELLER. No person is authorized to give any other warranties or to assume any liabilities on the Company's behalf unless made or assumed in writing by the Company, and no other person is authorized to give any warranties or to assume any liabilities on the seller's behalf unless made or assumed in writing by the seller.

**Remedies Under State or Provincial Law:** Some States and Provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the owner. This warranty gives the owner specific legal rights, and he may also have other legal rights which may vary by state or province.

### **RECORD OF OWNERSHIP**

Upon receipt of new vehicle by original owner, complete the following:

I have read this Warranty Brochure and fully understand the warranty coverage. I acknowledge that I have received a copy of the Owner's Limited Warranty and I accept the terms described herein.

|                                    |                                     |                  |                   |
|------------------------------------|-------------------------------------|------------------|-------------------|
| Customer Signature _____           |                                     | Date _____       |                   |
| Owner's Address _____              | City _____                          | State/Prov _____ | Postal Code _____ |
| Truck Model _____                  | Vehicle Identification Number _____ |                  |                   |
| Engine Number _____                | Engine Serial Number _____          |                  |                   |
| Date Delivered to User (DTU) _____ | Odometer Reading at Delivery _____  |                  |                   |

**IMPORTANT:** The information contained in this Warranty Policy explains the coverage provided on your new International® vehicle. This policy should be kept in the vehicle for presentation to the Dealer when you request warranty services.



**PUBLIC WORKS RFP FOR PURCHASE OF A  
Truck Mounted Leaf Collector**

Sealed proposals for the purchase of one (1) new 2018 or (current year manufacture) Truck Mounted Leaf Vacuum Collector will be received by the City of Roeland Park until 10:00AM, Friday, February 16th, 2018, at the Roeland Park City Hall Building, 4600 W 51<sup>st</sup> Street, Roeland Park, KS 66205 and at that time publicly opened and read.

The dealer may submit a bid for one or more models that are equal to or exceed the following specifications. A copy of the specifications or literature for each model should be included with each bid. Only bids from authorized dealers will be considered. Each bidder should state warranty coverage and estimated time of model availability. The dealer shall submit a total bid for furnishing a Truck Mounted Leaf Vacuum Collector as per specifications.

The City of Roeland Park reserves the right to reject any and all bids and to waive any technicalities. The bids shall not include taxes for which we are exempt.

Please contact Donnie Scharff, Public Works Superintendent regarding any questions.

[dscharff@roelandpark.org](mailto:dscharff@roelandpark.org)

2018 stock Freightliner w/ XtremeVac SCL65SM25  
Delivery 130 days ARO, painted red: 180-210 days ARO

|                                           |                  |
|-------------------------------------------|------------------|
| Base Bid w/Standard Equipment             | \$ 160,100.00    |
| Option 1. Bottom Exhaust                  | \$ 6,816.18      |
| Option 2. Rear Color Camera               | \$ 1,272.35      |
| Option 3. Hydraulic Rear Door Latch       | \$ standard      |
| Option 4. Paint Cab/Hopper Race Red PQ    | \$ 817.94        |
| Option 5 16"x144" Suction Hose            | \$ 817.94        |
| Option 6. Amber Strobes-Front/Rear        | \$ 840.00        |
| Option 7. Ride Side Drive Only in Chassis | \$ not available |

## BID PRICING FORM

### FREIGHT CHARGES

Freight charges are to be included in the quoted price of the goods, rather than as a separate item unless otherwise noted.

Equipment other than new and model year, as specified, will be deemed non-responsive to these specifications. Any differences (exceptions) to the attached specifications shall be listed in the 'Comments' portion of this submittal. The unit proposed shall meet or exceed the attached minimum specifications.

### Cab & Chassis

|   | Minimum Specification                                                                                                | Does Not Meet Spec | Meets Spec | Exceeds Spec | Comments                      |
|---|----------------------------------------------------------------------------------------------------------------------|--------------------|------------|--------------|-------------------------------|
| 1 | Engine                                                                                                               |                    |            |              |                               |
|   | Cummins ISL 8.9 L engine, 270 Horsepower                                                                             |                    | ✓          |              |                               |
| 2 | Engine Equipment                                                                                                     |                    |            |              |                               |
|   | Engine shall be equipped with a dry type air cleaner                                                                 |                    | ✓          |              |                               |
|   | Engine shall be equipped with a 1250 watt, 120-volt block heater (minimum)                                           | ✓                  |            |              | 1000 watt with Cummins engine |
|   | 12V 150 AMP alternator (minimum)                                                                                     |                    |            | ✓            |                               |
|   | 2 -12V threaded stud batteries 1850 CCA minimum.                                                                     |                    |            | ✓            | 3 @ 1950 CCA                  |
|   | Single battery box frame mounted LH under cab                                                                        |                    | ✓          |              | RH under cab                  |
|   | Frame ground return for battery cables                                                                               |                    | ✓          |              |                               |
|   | Positive and negative posts for jumpstart mounted near/on battery tray/box                                           |                    | ✓          |              | Positive stud only            |
|   | Electronic engine shutdown protection system                                                                         |                    | ✓          |              |                               |
|   | 13.2 CFM minimum air compressor                                                                                      |                    |            | ✓            | 18.7 CFM                      |
|   | Engine after treatment device, automatic over the road regeneration and dash mounted regeneration request switch     |                    | ✓          |              |                               |
|   | 6 gallon diesel exhaust fluid tank                                                                                   |                    |            | ✓            | 7 gallon                      |
|   | Exhaust appropriate for body configuration, up-fit and Federal Regulations                                           |                    | ✓          |              |                               |
|   | Air operated fan clutch                                                                                              |                    | ✓          |              |                               |
|   | Automatic control without dash switch                                                                                |                    | ✓          |              |                               |
|   | Aluminum radiator, 1200 sq inch minimum                                                                              |                    | ✓          |              |                               |
|   | Anti-freeze to -40F                                                                                                  |                    | ✓          |              |                               |
|   | Heavy duty coolant hoses                                                                                             |                    | ✓          |              |                               |
|   | Air intake- pre-cleaner                                                                                              |                    | ✓          |              |                               |
| 3 | Transmission and Equipment                                                                                           |                    |            |              |                               |
|   | Allison 3000 RDS automatic transmission, with PTO provision                                                          |                    | ✓          |              |                               |
|   | WTEC calibration-6 speed RDS/TRV                                                                                     |                    | ✓          |              |                               |
|   | Vehicle interface wiring and PDM with body builder connector back of cab w/ sealed connectors                        |                    | ✓          |              |                               |
|   | Water to oil transmission cooler, in radiator end tank                                                               |                    | ✓          |              |                               |
|   | Indicator, Low Coolant Level, with audible alarm                                                                     |                    | ✓          |              |                               |
|   | Magnetic plugs, engine drain, transmission drain, axles fill and drain                                               |                    | ✓          |              |                               |
|   | Push button, electronic shift control, dash mounted                                                                  |                    | ✓          |              |                               |
|   | Transmission oil check and fill w/ electronic oil level check. Right side dipstick tube to accommodate PTO mounting. |                    | ✓          |              |                               |



|          | Minimum Specification                                                                          | Does Not Meet Spec | Meets Spec | Exceeds Spec | Comments       |
|----------|------------------------------------------------------------------------------------------------|--------------------|------------|--------------|----------------|
|          | Synthetic transmission fluid                                                                   |                    | ✓          |              |                |
| <b>4</b> | <b>Front Axle and Suspension</b>                                                               |                    |            |              |                |
|          | 14,000 lb front axle (minimum) set back front axle                                             |                    | ✓          |              |                |
|          | 16.5 x 5 Q+ cast spider cam front brakes                                                       |                    | ✓          |              |                |
|          | Non-asbestos front brake lining                                                                |                    | ✓          |              |                |
|          | Cast iron front brake drums                                                                    |                    | ✓          |              |                |
|          | Standard spindle axle nuts for all axles                                                       |                    | ✓          |              |                |
|          | Automatic front slack adjusters                                                                |                    | ✓          |              |                |
|          | Power steering                                                                                 |                    | ✓          |              |                |
|          | 14,000 lb front suspension leaf spring w/ maintenance free auxiliary rubber springs. (minimum) |                    | ✓          |              |                |
|          | Heavy duty front shock absorbers                                                               |                    | ✓          |              |                |
| <b>5</b> | <b>Rear Axle and Suspension</b>                                                                |                    |            |              |                |
|          | 23,000 lb rear axle (minimum)                                                                  |                    | ✓          |              |                |
|          | 30,000# flat leaf spring rear suspension with helper and radius rod                            |                    | ✓          |              |                |
|          | Driver actuated traction control, differential unlock with ignition off, active <5 MPH         |                    | ✓          |              |                |
|          | Main driveline with half round yokes                                                           |                    | ✓          |              |                |
|          | 16.5 x 7 Q+ cast spider cam rear brakes, double anchor                                         |                    | ✓          |              |                |
|          | Brake cams and chambers on forward side of drive axle                                          |                    | ✓          |              |                |
|          | Non-asbestos rear brake lining                                                                 |                    | ✓          |              |                |
|          | Cast iron rear brake drums                                                                     |                    | ✓          |              |                |
|          | Drive axle spring parking chambers                                                             |                    | ✓          |              |                |
|          | Automatic rear slack adjusters                                                                 |                    | ✓          |              |                |
|          | 6.14 rear axle ratio                                                                           |                    | ✓          |              |                |
|          | Synthetic 75W-90 Rear Axle Lube                                                                |                    | ✓          |              |                |
| <b>6</b> | <b>Brake System Equipment</b>                                                                  |                    |            |              |                |
|          | Air brake package                                                                              |                    | ✓          |              |                |
|          | Cam type system                                                                                |                    | ✓          |              |                |
|          | Air parking brake                                                                              |                    | ✓          |              |                |
|          | Nylon air line, color and size coded                                                           |                    | ✓          |              |                |
|          | Standard brake system valves                                                                   |                    | ✓          |              |                |
|          | Relay valve with 5-8 PSI crack pressure no rear-proportioning valve                            |                    | ✓          |              |                |
|          | AD-9 air dryer with heater, mounted inside frame rail                                          |                    | ✓          |              |                |
|          | Pull cables on wet tank, petcocks on other air tanks                                           |                    | ✓          |              |                |
|          | Front and Rear brake covers                                                                    |                    | ✓          |              |                |
| <b>7</b> | <b>Wheelbase &amp; Frame</b>                                                                   |                    |            |              |                |
|          | 225" Wheelbase                                                                                 |                    | ✓          |              |                |
|          | 63" rear frame overhang                                                                        |                    | ✓          |              |                |
|          | 24" integral front frame extension                                                             |                    | ✓          |              | 20"            |
|          | Square end of frame                                                                            |                    | ✓          |              |                |
|          | Cab to axle - 159" Must be compliant with body manufacturer requirements                       |                    | ✓          |              |                |
| <b>8</b> | <b>Chassis Equipment</b>                                                                       |                    |            |              |                |
|          | One piece solid steel front bumper, w/ bumper mounting for license plate.                      |                    | ✓          |              |                |
|          | Mud flaps mounted to frame solid mount front and rear of rear wheels                           |                    | ✓          |              |                |
|          | Grade Eight hex headed frame fasteners                                                         |                    |            | ✓            | Huck Fasteners |
|          | Clear frame rails / NO protrusions outboard both                                               |                    | ✓          |              |                |

|           | Minimum Specification                                                     | Does Not<br>Meet Spec | Meets<br>Spec | Exceeds<br>Spec | Comments      |
|-----------|---------------------------------------------------------------------------|-----------------------|---------------|-----------------|---------------|
| <b>9</b>  | <b>Fuel Tank and Equipment</b>                                            |                       |               |                 |               |
|           | 50-gallon minimum rectangular aluminum fuel tank LH                       |                       | ✓             |                 |               |
|           | Plain aluminum w/ painted bands                                           |                       | ✓             |                 |               |
|           | Fuel tank forward                                                         |                       | ✓             |                 |               |
|           | Tank not to extend beyond rear of cab                                     |                       | ✓             |                 |               |
|           | Reinforced nylon fuel hose                                                |                       | ✓             |                 |               |
|           | Minimum 6-gallon DEF tank mounted LH side                                 |                       | ✓             |                 |               |
| <b>10</b> | <b>Front Tires, Hubs, Wheels</b>                                          |                       |               |                 |               |
|           | Two (2) - 11R22.5 - 16 ply                                                |                       | ✓             |                 |               |
|           | Cast iron front hubs                                                      |                       | ✓             |                 |               |
|           | 22.5x 8.25 10 stud- hub pilot steel disc front wheels                     |                       | ✓             |                 |               |
| <b>11</b> | <b>Rear Drive Tires, Hubs, Wheels</b>                                     |                       |               |                 |               |
|           | Four (4) mud and snow rear 11R22.5 - 14 ply tires                         |                       | ✓             |                 |               |
|           | Cast iron rear hubs                                                       |                       | ✓             |                 |               |
|           | 22.5x8.25 10 stud- hub pilot steel disc rear wheels                       |                       | ✓             |                 |               |
| <b>12</b> | <b>Cab Exterior</b>                                                       |                       |               |                 |               |
|           | Flat roof standard conventional cab                                       |                       | ✓             |                 |               |
|           | Cab air suspension                                                        |                       | ✓             |                 |               |
|           | LH and RH exterior grab handles                                           |                       | ✓             |                 |               |
|           | Dual electric horn                                                        |                       | ✓             |                 |               |
|           | All locks keyed the same                                                  |                       | ✓             |                 |               |
|           | Rear license plate mount at the end of frame                              |                       | ✓             |                 |               |
|           | Integral headlight/marker assembly                                        |                       | ✓             |                 |               |
|           | (5) amber marker lights on cab, LED                                       |                       | ✓             |                 |               |
|           | Stop/Tail/Backup LED lights                                               |                       |               |                 |               |
|           | Standard front turn signal lamps                                          |                       | ✓             |                 |               |
|           | Dual heated West Coast mirrors with LH and RH remote, power               |                       | ✓             |                 |               |
|           | Door mounted mirrors                                                      |                       | ✓             |                 |               |
|           | 102" equipment width                                                      |                       | ✓             |                 |               |
|           | LH/RH 8" convex mirrors mounted under primary mirrors                     |                       | ✓             |                 |               |
|           | Standard side/rear reflectors                                             |                       | ✓             |                 |               |
|           | Tinted rear window                                                        |                       | ✓             |                 |               |
|           | Tinted door glass LH & RH with tinted non- operating wing windows         |                       | ✓             |                 | wing operates |
|           | Manual door / window regulators                                           |                       | ✓             |                 |               |
|           | Tinted windshield                                                         |                       | ✓             |                 |               |
|           | Windshield washer fluid reservoir, 1 gallon minimum                       |                       | ✓             |                 |               |
| <b>13</b> | <b>Cab Interior</b>                                                       |                       |               |                 |               |
|           | Gray vinyl interior                                                       |                       | ✓             |                 |               |
|           | Molded plastic door panels                                                |                       | ✓             |                 |               |
|           | Forward roof mounted console with upper storage compartments with netting |                       | ✓             |                 |               |
|           | Floor mats                                                                |                       | ✓             |                 |               |
|           | (2) cup holders                                                           |                       | ✓             |                 |               |
|           | 2-1/2 lb. fire extinguisher                                               |                       | ✓             |                 |               |
|           | First aid kit                                                             |                       | ✓             |                 |               |
|           | High output heater, defroster and air conditioner                         |                       | ✓             |                 |               |
|           | Main HVAC controls with recirculation switch                              |                       | ✓             |                 |               |
|           | Standard heater plumbing                                                  |                       | ✓             |                 |               |
|           | High output air conditioning                                              |                       | ✓             |                 |               |

|    | Minimum Specification                                                                                   | Does Not Meet Spec | Meets Spec | Exceeds Spec | Comments      |
|----|---------------------------------------------------------------------------------------------------------|--------------------|------------|--------------|---------------|
|    | air selection                                                                                           |                    | ✓          |              |               |
|    | Cab insulation                                                                                          |                    | ✓          |              |               |
|    | Circuit breakers-manual reset                                                                           |                    | ✓          |              |               |
|    | Dome light with 3-way switch activated by left and right hand doors                                     |                    | ✓          |              |               |
|    | Cab door latches with manual locks                                                                      |                    | ✓          |              |               |
|    | High back air suspension driver's seat                                                                  |                    | ✓          |              |               |
|    | High back suspension passenger seat                                                                     |                    | ✓          |              |               |
|    | LH and RH integral door panel arm rests                                                                 |                    | ✓          |              |               |
|    | Driver Seat- National, Cordura or equivalent, cloth                                                     |                    | ✓          |              |               |
|    | Passenger Seat- National, Cordura or equivalent, cloth                                                  |                    | ✓          |              |               |
|    | 3 point fixed d-ring retractor driver and passenger seat belts                                          |                    | ✓          |              |               |
|    | Fixed steering column                                                                                   |                    |            | X            | Tilt Required |
|    | 450MM (18") spoke steering wheel                                                                        |                    | ✓          |              |               |
|    | Driver and passenger interior sun visor                                                                 |                    | ✓          |              |               |
| 14 | Instrument Panel and Controls                                                                           |                    |            |              |               |
|    | Low air pressure light and buzzer                                                                       |                    | ✓          |              |               |
|    | Primary and secondary air pressure gauges. Intake mounted air restriction indicator without graduations |                    | ✓          |              |               |
|    | Back up alarm 97 db minimum                                                                             |                    | ✓          |              |               |
|    | Cruise control, electronic, with switches on the dash/steering wheel.                                   |                    | ✓          |              |               |
|    | Key operated ignition switch and integral start position; 4 position Off/Run/Start/Acc                  |                    | ✓          |              |               |
|    | 4 keys required                                                                                         |                    | ✓          |              |               |
|    | ODO/Trip/Hour/Diagnostic/Voltage display                                                                |                    | ✓          |              |               |
|    | Diagnostic interface connector, 9 pin, located below dash                                               |                    | ✓          |              |               |
|    | Electric fuel gauge                                                                                     |                    | ✓          |              |               |
|    | Engine remote interface with park brake and neutral interlocks                                          |                    | ✓          |              |               |
|    | Engine remote interface for remote throttle                                                             |                    | ✓          |              |               |
|    | Engine remote interface connector at back of cab                                                        |                    | ✓          |              |               |
|    | Electrical engine coolant temperature gauge                                                             |                    | ✓          |              |               |
|    | Transmission oil temperature indicator light                                                            |                    | ✓          |              |               |
|    | Power outlet on dash                                                                                    |                    | ✓          |              |               |
|    | Test exterior lights- flashes exterior lights in sequence for driver pre-trip inspection                |                    | ✓          |              |               |
|    | Engine and trip hour meters                                                                             |                    | ✓          |              |               |
|    | Electric engine oil pressure gauge                                                                      |                    | ✓          |              |               |
|    | Standard AM/FM radio; (2) radio speakers (cab only)                                                     |                    | ✓          |              |               |
|    | Electronic MPH speedometer with secondary KPH scale, without odometer                                   |                    | ✓          |              |               |
|    | Electronic tachometer                                                                                   |                    | ✓          |              |               |
|    | Ignition controlled engine stop                                                                         |                    | ✓          |              |               |
|    | Single windshield wiper motor with delay                                                                |                    | ✓          |              |               |
|    | Marker light switch integral with headlight switch                                                      |                    | ✓          |              |               |
|    |                                                                                                         |                    |            |              |               |
|    | Self cancel turn signal switch with dimmer, washer/wiper in handle.                                     |                    | ✓          |              |               |
|    | Circuit Boss – Circuit Isolator # 70207 (7 circuits),                                                   |                    | ✓          |              |               |

|           | Minimum Specification                                                                                                                                                                                                      | Does Not Meet Spec | Meets Spec | Exceeds Spec | Comments |
|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|------------|--------------|----------|
|           | Painless is the current product line we use configured as follows:<br>Circuit 1-3 – constant power<br>Circuit 4-7 - ignition powered<br>Exact connection to particular component will be determined with successful bidder |                    | ✓          |              |          |
|           | Integral electronic turn signal flasher                                                                                                                                                                                    |                    | ✓          |              |          |
| <b>15</b> | <b>Paint Designs</b>                                                                                                                                                                                                       |                    |            |              |          |
|           | Paint: one solid color                                                                                                                                                                                                     |                    | ✓          |              |          |
|           | Cab color Bright White from manufacturer standard color sheets, premium paint, base coat, e-coat, clear coat.                                                                                                              |                    | ✓          |              |          |
|           | Chassis: black, high solids polyurethane                                                                                                                                                                                   |                    | ✓          |              |          |
|           | Front wheels: powder coated white front wheels/rims, to resist corrosion                                                                                                                                                   |                    | ✓          |              |          |
|           | Rear wheels: powder coated white rear wheels/rims, to resist corrosion                                                                                                                                                     |                    | ✓          |              |          |
| <b>16</b> | <b>Manuals</b>                                                                                                                                                                                                             |                    |            |              |          |
|           | Hard copy manuals; to include shop, parts, and operators manual for ALL systems, CD if available                                                                                                                           |                    | ✓          |              |          |
| <b>17</b> | <b>Warranty</b>                                                                                                                                                                                                            |                    |            |              |          |
|           | Warranty will be the standard cab and chassis truck warranty provided by the truck manufacturer                                                                                                                            |                    | ✓          |              |          |
| <b>18</b> | <b>Filter log</b>                                                                                                                                                                                                          |                    |            |              |          |
|           | Successful bidder will provide a list of all filters used on the completed unit. List will indicate type of filter and part number                                                                                         |                    | ✓          |              |          |

### Fontaine Dual Drive System

|          | Minimum Specification                                                                                                                                                                      | Does Not Meet Spec | Meets Spec | Exceeds Spec | Comments |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|------------|--------------|----------|
| <b>1</b> | <b>Conversion</b>                                                                                                                                                                          |                    |            |              |          |
|          | 18" steering wheel right and left hand sides both equipped with horn activation buttons                                                                                                    |                    | ✓          |              |          |
|          | Fontaine right hand dash module with all gauges, indicator lights, and warning lights designed to mirror the left hand factory configuration                                               |                    | ✓          |              |          |
|          | Power mirror control to be mounted on dash in the center within reach of R/L driver configuration                                                                                          |                    | ✓          |              |          |
|          | Self cancelling turn signal switch with four way flasher and high beam switch integrated                                                                                                   |                    | ✓          |              |          |
|          | Headlight switch center dash mounted                                                                                                                                                       |                    | ✓          |              |          |
|          | The factory center console must be removed and all console mounted controls mounted in the dash to allow for an open area between the seats to accommodate the leaf vacuum control station |                    | ✓          |              |          |

## Leaf Vacuum System

|          | Minimum Specification                                                                                                                        | Does Not Meet Spec | Meets Spec | Exceeds Spec | Comments |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------|--------------------|------------|--------------|----------|
| <b>1</b> | <b>Engine</b>                                                                                                                                |                    | ✓          |              |          |
|          | John Deere water cooled turbo diesel engine                                                                                                  |                    | ✓          |              |          |
|          | Minimum 74 HP                                                                                                                                |                    | ✓          |              |          |
| <b>2</b> | <b>Air Cleaner</b>                                                                                                                           |                    | ✓          |              |          |
|          | Dry element with Pre-cleaner                                                                                                                 |                    | ✓          |              |          |
| <b>3</b> | <b>Radiator</b>                                                                                                                              |                    | ✓          |              |          |
|          | Pressurized                                                                                                                                  |                    | ✓          |              |          |
|          | Heavy Duty                                                                                                                                   |                    | ✓          |              |          |
| <b>4</b> | <b>Radiator Screen</b>                                                                                                                       |                    | ✓          |              |          |
|          | Constructed of ½" expanded flattened steel with steel mesh.                                                                                  |                    | ✓          |              |          |
|          | Screen is hinged to allow for cleaning without powering down the engine.                                                                     |                    | ✓          |              |          |
| <b>5</b> | <b>Engine Controls</b>                                                                                                                       |                    | ✓          |              |          |
|          | In-cab controls mounted in a custom instrument panel.                                                                                        |                    | ✓          |              |          |
|          | Engine start and stop controls.                                                                                                              |                    | ✓          |              |          |
|          | All gauges and engine wiring are connected to a state-of-the-art circuit, with circuit breakers, for easier and more reliable connections.   |                    | ✓          |              |          |
|          | Gauges include:                                                                                                                              |                    | ✓          |              |          |
|          | Tachometer                                                                                                                                   |                    | ✓          |              |          |
|          | Hour meter                                                                                                                                   |                    | ✓          |              |          |
|          | Voltmeter                                                                                                                                    |                    | ✓          |              |          |
|          | Oil pressure gauge                                                                                                                           |                    | ✓          |              |          |
|          | All engine monitoring gauges are illuminated                                                                                                 |                    | ✓          |              |          |
|          | Automatic safety shutdown for high temperature or low oil pressure                                                                           |                    | ✓          |              |          |
|          | Led indicator lights shall indicate what function has caused the engine to shutdown; water temp, oil press., E-stop or inspection door/hose. |                    | ✓          |              |          |
| <b>6</b> | <b>In-Cab Controls</b>                                                                                                                       |                    |            |              |          |
|          | All engine controls as described above as well as joystick control of the 3 axis boom.                                                       |                    | ✓          |              |          |
|          | In cab Controls include:<br>In-Cab dump body control<br>Clutch engage/disengagement<br>trottleRear door open/close                           |                    | ✓          |              |          |
| <b>7</b> | <b>Engine Sheet Metal</b>                                                                                                                    |                    | ✓          |              |          |
|          | Engine is covered by a custom sheet metal enclosed constructed of 16 gauge steel.                                                            |                    | ✓          |              |          |
|          | The enclosure has front and rear access doors, which are louvered for proper air circulation.                                                |                    | ✓          |              |          |
|          | Two doors are provided on top of the enclosure for convenient access to the radiator cap and oil fill cap.                                   |                    | ✓          |              |          |
|          |                                                                                                                                              |                    |            |              |          |

|    | Minimum Specification                                                                                                                                                                | Does Not Meet Spec | Meets Spec | Exceeds Spec | Comments |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|------------|--------------|----------|
| 8  | <b>PTO</b>                                                                                                                                                                           |                    | ✓          |              |          |
|    | Heavy duty 13" automotive style PTO and clutch with safety engagement system.                                                                                                        |                    | ✓          |              |          |
| 9  | <b>Drive Type</b>                                                                                                                                                                    |                    | ✓          |              |          |
|    | Belt Drive.                                                                                                                                                                          |                    | ✓          |              |          |
| 10 | <b>Belt Drive</b>                                                                                                                                                                    |                    | ✓          |              |          |
|    | Power is transferred from the engine to the impeller via a 3-grooved Kevlar, power band belt minimum.                                                                                |                    | ✓          |              |          |
|    | The power band is adjusted by raising and lowering the engine by simply turning the four, two-inch diameter engine supports.                                                         |                    | ✓          |              |          |
| 11 | <b>Impeller Shaft</b>                                                                                                                                                                |                    |            |              |          |
|    | 2" diameter hardened shaft minimum                                                                                                                                                   |                    |            | ✓            |          |
| 12 | <b>Drive Bearings</b>                                                                                                                                                                |                    | ✓          | ✓            | 2.25"    |
|    | Two heavy-duty, four bolt flange bearings with double row, precision spherical roller bearings and utilized and eccentric locking collar to lock to the shaft instead of set screws. |                    | ✓          |              |          |
|    | The bearing housing is made of steel.                                                                                                                                                |                    | ✓          |              |          |
|    | The bearings have a triple lip seal that allows grease to purge and keeps dirt out.                                                                                                  |                    | ✓          |              |          |
|    | The bearings and shaft are protected from debris in a pedestal constructed of 12-gauge steel.                                                                                        |                    | ✓          |              |          |
|    | The flange bearings have a Teflon seal to prevent any foreign material from seeping through the blower housing.                                                                      |                    | ✓          |              |          |
| 13 | <b>Chassis</b>                                                                                                                                                                       |                    | ✓          |              |          |
|    | Heavy-duty channel steel, formed and welded                                                                                                                                          |                    | ✓          |              |          |
|    | Chassis is constructed of 3"x 8" tubular steel with a 1/4" wall thickness.                                                                                                           |                    | ✓          |              |          |
| 14 | <b>Hopper Size</b>                                                                                                                                                                   |                    | ✓          |              |          |
|    | 25 C.Y.                                                                                                                                                                              |                    | ✓          |              |          |
| 15 | <b>Lighting</b>                                                                                                                                                                      |                    | ✓          |              |          |
|    | Stop and turn signals with turn signal indicators are standard. Lights are of LED type.                                                                                              |                    | ✓          |              |          |
| 16 | <b>Impeller</b>                                                                                                                                                                      |                    |            |              |          |
|    | 28" minimum diameter with 6 gusseted blades which are constructed of abrasive resistant T-1 steel with a Brinell hardness exceeding 400.                                             |                    | ✓          |              |          |
|    | Capable of producing a minimum of 22,000 CFM of air movement.                                                                                                                        |                    | ✓          |              |          |
|    | The impeller is completely stress relieved via Bonal stress relief technology to eliminate weld cracking and weld distortion for the highest structural integrity possible.          |                    | ✓          |              |          |
|    | This makes for the strongest and longest lasting impeller on the market.                                                                                                             |                    | ✓          |              |          |
| 17 | <b>Impeller Shaft</b>                                                                                                                                                                |                    | ✓          |              |          |
|    | 2." diameter minimum                                                                                                                                                                 |                    | ✓          |              |          |



|    | Minimum Specification                                                                                                                                                                                      | Does Not Meet Spec | Meets Spec | Exceeds Spec | Comments  |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|------------|--------------|-----------|
| 18 | <b>Blower Housing</b>                                                                                                                                                                                      |                    | ✓          |              |           |
|    | 17-degree exhaust.                                                                                                                                                                                         |                    | ✓          |              |           |
|    | Outer housing is constructed of 10-gauge welded steel, front and back plates are 7-gauge steel.                                                                                                            |                    | ✓          |              |           |
|    | Inspection door for internal contents or condition.                                                                                                                                                        |                    | ✓          |              |           |
|    | A safety kill switch is located on the door to shut down the engine when the door is opened.                                                                                                               |                    | ✓          |              |           |
| 19 | <b>Blower Housing Liners</b>                                                                                                                                                                               |                    | ✓          |              |           |
|    | Slip-in style which requires no bolts.                                                                                                                                                                     |                    | ✓          |              |           |
|    | Made of ¼" abrasive resistant steel.                                                                                                                                                                       |                    | ✓          |              |           |
| 20 | <b>CFM</b>                                                                                                                                                                                                 |                    | ✓          |              |           |
|    | Minimum of 22,000 CFM                                                                                                                                                                                      |                    | ✓          |              |           |
| 21 | <b>Intake Hose</b>                                                                                                                                                                                         |                    |            |              |           |
|    | 16" diameter x 120" long.                                                                                                                                                                                  |                    | ✓          |              |           |
|    | Heavy-duty wire reinforced flexible rubber or reinforced flexible urethane hose with a wall thickness of 0.70".                                                                                            |                    | ✓          |              |           |
| 22 | <b>Hose Boom</b>                                                                                                                                                                                           |                    | ✓          |              |           |
|    | Hydraulically controlled 3 axis boom, movement up/down, in/out, and left/right.                                                                                                                            |                    | ✓          |              |           |
|    | The boom assembly shall be capable of having a 180 degree working arc that allows the hose to be pointed toward the front of the truck and swing all the way towards the rear of the truck, no exceptions. |                    | ✓          |              |           |
| 23 | <b>Boom Controls</b>                                                                                                                                                                                       |                    | ✓          |              |           |
|    | Joystick in-cab controls.                                                                                                                                                                                  |                    | ✓          |              |           |
| 24 | <b>Hoist Hydraulics</b>                                                                                                                                                                                    |                    | ✓          |              |           |
|    | Gear driven by hydraulic pump connected directly to the engine.                                                                                                                                            |                    | ✓          |              |           |
|    | Control valve for hoist is located in the cab of the unit for easy access.                                                                                                                                 |                    | ✓          |              |           |
| 25 | <b>Dumping Hoist</b>                                                                                                                                                                                       |                    |            |              |           |
|    | Uses a scissor style hoist capable of 53,200lbs lift. Power up and down.                                                                                                                                   |                    | ✓          |              | 15.2 Tons |
| 26 | <b>Box Container</b>                                                                                                                                                                                       |                    |            |              |           |
|    | Self-dumping container constructed of 12-gauge steel with vented top and top hinge rear door. 25 cubic yard capacity                                                                                       |                    | ✓          |              |           |
| 27 | <b>Fuel Tank</b>                                                                                                                                                                                           |                    |            |              |           |
|    | 30 gallon capacity fuel tank manufactured of ¼" thick roto-molded polyethylene.                                                                                                                            |                    | ✓          |              |           |
| 28 | <b>Empty Weight</b>                                                                                                                                                                                        |                    | ✓          |              |           |
|    | 25CY – 8,500 pounds                                                                                                                                                                                        |                    | ✓          |              |           |
| 29 | <b>Gross Weight</b>                                                                                                                                                                                        |                    |            |              |           |
|    | 25CY 24,000                                                                                                                                                                                                |                    | ✓          |              |           |
|    |                                                                                                                                                                                                            |                    |            |              |           |

|    | Minimum Specification                                                                                                                   | Does Not Meet Spec | Meets Spec | Exceeds Spec | Comments |
|----|-----------------------------------------------------------------------------------------------------------------------------------------|--------------------|------------|--------------|----------|
| 30 | <b>Paint</b>                                                                                                                            |                    | ✓          |              |          |
|    | All metal parts are thoroughly cleaned, primed, painted and dried separately.                                                           |                    | ✓          |              |          |
|    | Each part is primed with a rust inhibitor primer and is painted with two coats of automotive quality paint.                             |                    | ✓          |              |          |
|    | <b>Paint color: White</b>                                                                                                               |                    | ✓          |              |          |
|    | The parts are then assembled on the unit so that bolts, nuts cables and grease fittings are not painted.                                |                    | ✓          |              |          |
| 33 | <b>Warranty And Manuals</b>                                                                                                             |                    |            |              |          |
|    | The entire unit shall carry a one-year warranty for parts and labor against manufacturing defects and materials.                        |                    | ✓          |              |          |
|    | The John Deere engine and Auto PTO clutch shall have a two-year warranty.                                                               |                    | ✓          |              |          |
|    | Training video tape/CD/DVD shall be provided showing maintenance and operating procedures, no exceptions.                               |                    | ✓          |              |          |
|    | Complete parts, operating and service manuals for both the unit and the engine shall be supplied in book form and on CD, no exceptions. |                    | ✓          |              |          |

| Description                              | Quantity | Unit Price     | Extended Price |
|------------------------------------------|----------|----------------|----------------|
| Leaf Vacuum Truck per the specifications | 1        | \$ 160,100.00* | \$160,100.00*  |

Cab and chassis manufacturer 2018 Freightliner \*base bid

Is cab-chassis dealer authorized by the manufacturer to see, warrant and service equipment as bid ☒ Yes ☐ No

No Leaf

Vacuum System provider XtremeVac SCL65SM25

Is leaf vacuum system dealer authorized by the manufacturer to sell, warrant and service equipment as bid ☒ Yes ☐ No

Estimated delivery time upon receipt of purchase order: 130 calendar days  
180-210 days, painted red

Dealer Name Key Equipment & Supply Co.

The Bid MUST be submitted by a licensed vehicle dealer in the State of Kansas NOTE:

Dealer Representative Signature Steve Williams Date 02/16/18

| DELIVERY ADDRESS                                                          | BILLING ADDRESS                                                                  |
|---------------------------------------------------------------------------|----------------------------------------------------------------------------------|
| Donnie Scharff/Public Works<br>4800 Roe Pkwy<br>Roeland Park, KS<br>66205 | City of Roeland Park<br>4600 W 51 <sup>st</sup> Street<br>Roeland Park, KS 66205 |

Item Number: New Business- VIII.-A.  
Committee 2/19/2018  
Meeting Date:



**City of Roeland Park**  
Action Item Summary

Date: 2/14/2018  
Submitted By: Staff  
Committee/Department: Admin.  
Title: **Council President Election**  
Item Type: Other

**Recommendation:**

**Details:**

Attached city code regarding council president.

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

**ATTACHMENTS:**

Description



Council President

Type

Cover Memo

Sec. 1-203. - President of the Council.

- (a) Beginning on February 1, 2017, there shall be a President of the Council who shall serve a one year term and who shall be selected in accordance with the following procedure. At a Council meeting in February of each year, nominations shall be made and an election shall be held no later than the last Council meeting in February. Once the nominations are made, a brief five-minute speech will be allowed from each candidate. Upon election by a majority of the Councilmembers present, the President of the Council shall be elected for the next term. The Mayor does not have a tie breaking vote in the selection of the President of the Council. If a majority vote of Councilmembers present cannot be met, the following procedure shall be followed. If there are more than two nominations, the number of nominations shall be narrowed down to two and the process repeated. The top two vote getters shall move on. If there is a tie between the second or more vote getters, a coin flip shall decide who is in the top two. If there is a tie in the vote of the final two, a coin shall be flipped to determine the President of the Council. This process will be repeated annually each February.
- (b) The President of the Council shall have the following duties:
  - (1) Preside at meetings of the City Council in the absence of the Mayor while retaining all the privileges of a Councilmember;
  - (2) Preside at all Governing Body Workshops, given that Co-Chairs may present items specific to their assigned service area (i.e. Administration, Public Works, Public Safety or Finance);
  - (3) Participate in meetings or events on behalf of the Mayor when the Mayor cannot attend due to a schedule conflict; and
  - (4) Advise and consult with City staff when an urgent issue arises and the Mayor cannot be reached in a reasonable period of time after attempts to reach the Mayor have been made.

(Chart. Ord. No. 26, §§ 2, 3, 5, 1-21-2014; Chart. Ord. No. 33, § 1, 9-19-2016)

**Note**— At the discretion of the editor, the provisions of Chart. Ord. No. 26 §§ 2 and 3, pertaining to the President of the Council have been codified as § 1-203, above. Provisions of § 4 pertaining to the Acting President of the Council have been codified as § 1-203.1, below.

Item Number: New Business- VIII.-B.  
Committee 2/19/2018  
Meeting Date:



**City of Roeland Park**  
Action Item Summary

Date: 2/16/2018  
Submitted By: Mayor Kelly  
Committee/Department: Admin.  
Title: **Appointment to BZA Ward 3 and 4, 47th and Mission, Ad-Hoc Development Committee and Events Committee**  
Item Type: Other

**Recommendation:**

**To appoint:**

- Mike Hickey and Tyler Curry to the Ad-Hoc Development Committee
- Tyler Curry to Ward 3 and Brandon Gillette to Ward 4 Board of Zoning Appeals
- Allen Harris to 47th and Mission
- Chris Newton, Christina Avery and Chelsea Hermes to Events Committee

**Details:**

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?



How does item benefit Community for all Ages?

**ATTACHMENTS:**

| Description        | Type       |
|--------------------|------------|
| 📎 Mike Hickey      | Cover Memo |
| 📎 Tyler Curry      | Cover Memo |
| 📎 Chelsea Hermes   | Cover Memo |
| 📎 Brandon Gillette | Cover Memo |
| 📎 Christina Avery  | Cover Memo |

# Committee Volunteer Application

wordpress@roelandpark.net on behalf of City of Roeland Park-Volunteer Form

Mon 2/5/2018 9:09 AM

To: Bohon, Kelley <kbohon@roelandpark.org>;

## Committee Volunteer Application Form

|                                                                                                       |                                                                                                                                                                                                                                                                                                                                                        |
|-------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Email:                                                                                                | r                                                                                                                                                                                                                                                                                                                                                      |
| Date:                                                                                                 | 02/05/2018                                                                                                                                                                                                                                                                                                                                             |
| Name:                                                                                                 | mike Hickey                                                                                                                                                                                                                                                                                                                                            |
| Daytime Phone Number:                                                                                 |                                                                                                                                                                                                                                                                                                                                                        |
| Evening Phone Number:                                                                                 |                                                                                                                                                                                                                                                                                                                                                        |
| Address:                                                                                              | 5008 Howe Dr.<br>Roeland Park 66205<br>United States of America                                                                                                                                                                                                                                                                                        |
| Place of Employment:                                                                                  | retired                                                                                                                                                                                                                                                                                                                                                |
| How long have you been a resident of Roeland Park?:                                                   | 20 yr                                                                                                                                                                                                                                                                                                                                                  |
| How much time do you have to devote per month?:                                                       | what ever is needed                                                                                                                                                                                                                                                                                                                                    |
| Briefly describe why you are interested in serving on a Board/Committee for the City of Roeland Park: | I would like to be a citizen member of the economic development group. Currently on Planning commission, I have attended the development committee meetings for the last year as an interested citizen. I have and still own rental property and have owned commercial property and would like to help the city grow with our limited space available. |
| Select which Board or Committees you are interested in serving on: (only one per application):        | Planning Commission                                                                                                                                                                                                                                                                                                                                    |
| Additional, comments: (If any):                                                                       | Economic development is not currently on the list above. PLEASE NOTE I HAD TO CHOOSE A COMMITTEE ABOVE, EDC IS NOT ON THIS LIST. thanks mike                                                                                                                                                                                                           |
| File Upload:                                                                                          |                                                                                                                                                                                                                                                                                                                                                        |
| HTML:                                                                                                 |                                                                                                                                                                                                                                                                                                                                                        |

# Committee Volunteer Application

wordpress@roelandpark.net on behalf of City of Roeland Park-Volunteer Form

Thu 1/25/2018 2:06 PM

To: Bohon, Kelley <kbohon@roelandpark.org>;

📎 1 attachments (74 KB)

2.0-CURRY-Tyler-Resume.pdf;

## Committee Volunteer Application Form

|                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Email:                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Date:                                                                                                 | 01/25/2018                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Name:                                                                                                 | Tyler Curry                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Daytime Phone Number:                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Evening Phone Number:                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Address:                                                                                              | 5400 W 58th St<br>Roeland Park, Kansas 66205<br>United States of America                                                                                                                                                                                                                                                                                                                                                                                                         |
| Place of Employment:                                                                                  | Burns & McDonnell                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| How long have you been a resident of Roeland Park?:                                                   | 5                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| How much time do you have to devote per month?:                                                       | 4-8 hours                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Briefly describe why you are interested in serving on a Board/Committee for the City of Roeland Park: | Since moving to Roeland Park in 2013 I have continued to grow to love the city and the community. I work as a civil engineer and project manager for an engineering firm in town and believe I have knowledge that will help aid the planning commission in discussions and decisions which would benefit the city and help it to continue to grow and prosper. I have also been interested in getting involved and would look forward to the opportunity to serve in this role. |
| Select which Board or Committees you are interested in serving on: (only one per application):        | Planning Commission                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

# Committee Volunteer Application

wordpress@roelandpark.net on behalf of City of Roeland Park-Volunteer Form

Wed 2/14/2018 2:15 PM

To: Bohon, Kelley <kbohon@roelandpark.org>;

## Committee Volunteer Application Form

|                                                                                                       |                                                                        |
|-------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|
| Email:                                                                                                |                                                                        |
| Date:                                                                                                 | 02/14/2018                                                             |
| Name:                                                                                                 | chelsea hermes                                                         |
| Daytime Phone Number:                                                                                 |                                                                        |
| Evening Phone Number:                                                                                 |                                                                        |
| Address:                                                                                              | 4935 rosewood dr<br>roeland park, KS 66205<br>United States of America |
| Place of Employment:                                                                                  | Cerner                                                                 |
| How long have you been a resident of Roeland Park?:                                                   | almost 2 years                                                         |
| How much time do you have to devote per month?:                                                       | a few hours                                                            |
| Briefly describe why you are interested in serving on a Board/Committee for the City of Roeland Park: | I'd like to get more involved with the city                            |
| Select which Board or Committees you are interested in serving on: (only one per application):        | Events                                                                 |
| Additional, comments: (If any):                                                                       |                                                                        |
| File Upload:                                                                                          |                                                                        |
| HTML:                                                                                                 |                                                                        |

This email was built and sent using [Visual Form Builder](#).

# Committee Volunteer Application

wordpress@roelandpark.net on behalf of City of Roeland Park-Volunteer Form

Mon 1/29/2018 11:00 AM

To: Bohon, Kelley <kbohon@roelandpark.org>;

## Committee Volunteer Application Form

|                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Email:                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Date:                                                                                                 | 01/29/2018                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Name:                                                                                                 | Brandon Gillette                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Daytime Phone Number:                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Evening Phone Number:                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Address:                                                                                              | 4911 Wells Drive<br>Roeland Park, KS 66205<br>United States of America                                                                                                                                                                                                                                                                                                                                                                                             |
| Place of Employment:                                                                                  | Pembroke Hill School                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| How long have you been a resident of Roeland Park?:                                                   | 5 years                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| How much time do you have to devote per month?:                                                       | A few hours                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Briefly describe why you are interested in serving on a Board/Committee for the City of Roeland Park: | I have been involved with city committees in the past and have been taking a break to focus on a new job. I am interested in slowly working my way back into city business to remain connected with various happenings across town. This was a great way to meet new people while also being involved in decision making for the future of Roeland Park. I look forward to participating again in a slightly different capacity. Thank you for your consideration. |
| Select which Board or Committees you are interested in serving on: (only one per application):        | Board of Zoning Appeals                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Additional, comments: (if any):                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| File Upload:                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| HTML:                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

This email was built and sent using [Visual Form Builder](#).

# Committee Volunteer Application

wordpress@roelandpark.net on behalf of City of Roeland Park-Volunteer Form

Thu 2/15/2018 9:34 AM

To: Bohon, Kelley <kbohon@roelandpark.org>;

📎 1 attachments (433 KB)

ChristinaAvery\_resume\_June2017.pdf;

## Committee Volunteer Application Form

|                                                                                                       |                                                                                                                                                                                                     |
|-------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Email:                                                                                                | c                                                                                                                                                                                                   |
| Date:                                                                                                 | 02/15/2018                                                                                                                                                                                          |
| Name:                                                                                                 | Christina D Avery                                                                                                                                                                                   |
| Daytime Phone Number:                                                                                 |                                                                                                                                                                                                     |
| Evening Phone Number:                                                                                 |                                                                                                                                                                                                     |
| Address:                                                                                              | 4500 Sycamore Drive<br>Roeland Park, KS 66205<br>United States of America                                                                                                                           |
| Place of Employment:                                                                                  | Quest Diagnostics                                                                                                                                                                                   |
| How long have you been a resident of Roeland Park?:                                                   | 7 years                                                                                                                                                                                             |
| How much time do you have to devote per month?:                                                       | 5-10 hours at least, could do more if needed                                                                                                                                                        |
| Briefly describe why you are interested in serving on a Board/Committee for the City of Roeland Park: | I would like to participate with the events committee because I love to plan events and parties. I think it would be an interesting way to help the community and a good way to use my skills.      |
| Select which Board or Committees you are interested in serving on: (only one per application):        | Events                                                                                                                                                                                              |
| Additional, comments: (if any):                                                                       | Please note: my resume is slightly out of date as I no longer work for RSM. I have been at Quest Diagnostics as a financial analyst since August 2017.                                              |
| File Upload:                                                                                          | <a href="http://www.roelandpark.net/wordpress/wp-content/uploads/ChristinaAvery_resume_June2017.pdf">http://www.roelandpark.net/wordpress/wp-content/uploads/ChristinaAvery_resume_June2017.pdf</a> |
| HTML:                                                                                                 |                                                                                                                                                                                                     |