

GOVERNING BODY WORKSHOP AGENDA
ROELAND PARK
Roeland Park City Hall - 4600 W 51st St
Monday, February 19, 2018 6:00 PM

- | | | |
|--|---|---|
| <ul style="list-style-type: none">• Mike Kelly, Mayor• Becky Fast, Council Member• Jennifer Hill, Council Member• Tim Janssen, Council Member | <ul style="list-style-type: none">• Jim Kelly, Council Member• Tom Madigan, Council Member• Claudia McCormack, Council Member• Michael Poppa, Council Member• Erin Thompson, Council Member | <ul style="list-style-type: none">• Keith Moody, City Administrator• Jennifer Jones-Lacy, Asst. Admin.• Kelley Bohon, City Clerk• John Morris, Police Chief• Jose Leon, Public Works Director |
|--|---|---|

Admin	Finance	Safety	Public Works
Kelly	Thompson	McCormack	Poppa
Madigan	Fast	Janssen	Hill

I. APPROVAL OF MINUTES

A. January 22, 2018

II. DISCUSSION ITEMS:

1. Discussion of Bulkhead Replacement at Aquatic Center
2. Discussion on RPAC Advisory Committee
3. Renewal of Code Enforcement Mowing Nuisance, Weed, and Tree Abatement Services
4. 2019 Residential Street Reconstruction - Design Task Order
5. 2018 Mowing Agreement - Next to Nature
6. 2018 Public Works Trailer & Asphalt Float Purchase and Equipment Surplus
7. Voting During Workshops
8. Discussion Concerning the Electric Vehicle Charging Station
9. Comparison of Agenda Management Systems
10. 2018 Super Pass Agreement and Swim Meet Letter of Understanding
11. KOMA KORA Changes

III. NON-ACTION ITEMS:

A. Committee Minutes

1. Parks 1/10/2018 Minutes
2. Ad Hoc Development Committee Draft Minutes 2/15/2018
3. Events 1/18/2018 Minutes
4. Sustainability 2/1/2018 Minutes
5. Ad Hoc Development Committee - 2/1/2018

IV. ADJOURN

Welcome to this meeting of the Committee of the Whole of Roeland Park.

Below are the Procedural Rules of the Committee

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

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

engage in conduct or language that disturbs, or otherwise impedes the orderly conduct of the committee meeting. Any person, who so disrupts the meeting shall, at the discretion of the City Council President (Chair) or a majority of the Council Members, be declared out of order and shall be subject to reprimand and/or be subject to removal from that meeting.

- E. **Time Limit.** In the interest of fairness to other persons wishing to speak and to other individuals or groups having business before the Committee of the Whole, each speaker shall limit comments to two minutes per agenda item. If a large number of people wish to speak, this time may be shortened by the Chair so that the number of persons wishing to speak may be accommodated within the time available.
- F. **Speak Only Once Per Agenda Item.** Second opportunities for the public to speak on the same issue will not be permitted unless mandated by state or local law. No speaker will be allowed to yield part or all of his/her time to another, and no speaker will be credited with time requested but not used by another.
- G. **Addressing the Committee of the Whole.** Comment and testimony are to be directed to the Chair. Dialogue between and inquiries from citizens and individual Committee Members, members of staff, or the seated audience is not permitted. Only one speaker shall have the floor at one time. Before addressing Committee speakers shall state their full name, address and/or resident/non-resident group affiliation, if any, before delivering any remarks.
- H. **Agendas and minutes** can be accessed at www.roelandpark.org or by contacting the City Clerk

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

Date:

Committee/Department:

Item Type:

Details:

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Description

Type

Cover Memo

GOVERNING BODY WORKSHOP AGENDA
Roeland Park City Hall
4600 W 51st Street, Roeland Park, KS 66205
Monday, January 22, 2018 6:00 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
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- Keith Moody, City Administrator
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- 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

CMBR Fast called the meeting. CMBR Thompson was absent.

I. MINUTES

November 20, 2017
December 4, 2017
December 18, 2017

The minutes were approved as submitted.

II. DISCUSSION ITEMS:

1. Shade Structures at R Park

PUBLIC COMMENT

Todd Zimmer (5621 Roe Blvd.) Mr. T. Zimmer spoke in support of the permanent shade structures.

Ian Zimmer (5621 Roe Blvd.) Mr. I. Zimmer said the structures would be great with the shade on hot summer days and thinks this is a really great idea.

Austin Zimmer (5621 Roe Blvd.) Mr. A. Zimmer said it would be cool to have the pavilions to host birthday parties and other events.

Judy Hyde (5113 W. 58th St.) Ms. Hyde is on the R Park Shelter Task Force and the Sustainability Committee and spoke in support of the proposed R Park shelters. She also encouraged the City to move forward with an RFP for the two smaller shelters for a spring 2018 build adding that almost half of the cost would be donated by citizens. Ms. Hyde stated it is fiscally sound for the City to take advantage of this opportunity.

Patrick Franken (4900 W. 55th St.) Mr. Franken is a member of the Parks Committee and spoke in support of the shade structures as they will add usability to R Park. He also thanked the Governing Body for their support and their service.

City Administrator Moody stated there is a 2018 objective for eight shade structures to be installed at the Aquatics Center, R Park and Granada Park. In total, \$66,000 is anticipated to be spent on shade structures. \$28,000 of that amount is expected to come from grants. The remaining funds would come from local resources. Public Works Director Leon has also included in the packet cost estimates from a local pre-manufacture shade structure provider.

Jennifer Provyn made a presentation to the Governing Body asking for their approval on the aesthetics of the shelters even though all of them will not be installed at the same time. The idea is to create harmony between the shelters in the different areas. A shelter task force consisting of an architect, a member from the Events committee, a member from the Arts committee and citizens worked together to come up with ideas to meet the needs of the vision of R Park.

George Knipp (5225 Sycamore Dr.) addressed the Governing Body on the decisions of the R Park shelters to meet with the master plan.

Ms. Provyn said the initial shelter estimate is \$46,000. The Citizens Fundraising Initiative will donate \$1,000 and they also have a potential donation from a local construction company if the Council will approve this to go out to bid. The local company said they would bid the true cost of the shelters as well as for them to erect them, but would then donate the smaller shelter. This would save up to \$21,000. The donation is also contingent on a spring 2018 construction. If they go this route, the cost to City would be \$24,000. The Parks committee continues to seek additional funding.

CMBR Fast inquired about the restroom structure. Ms. Provyn said the ideal choice in the master plan would be to separate the restrooms from the shelter and locate them north of the tennis courts.

CMBR Madigan said when the CIP was updated it had included a fixed cost for shelters. He said they are still talking about three small shelters at R Park and asked when the change was made to two.

Ms. Provyn stated last month during park discussions with Public Works Director Leon and the committee that they never remembered any discussion of there ever being three shelters planned.

CMBR Kelly asked if they anticipate being able to match the brick and stone if they wait until 2020 to build. He also wanted to know if they were continuing to seek grant funding.

Ms. Provyn stated in the objective there are two grants, one for \$20,000 and one for \$2,000 and this is the additional funding that they are looking at receiving right now. They do continue to look for other potential grants.

Mayor Kelly thanked Ms. Provyn for the work the Parks Committee did and recognized it is a large undertaking. He also likes to see that several professionals are involved and also for the potential donation of materials and labor for construction of the smaller shelter. He said the number of people attending the meeting shows there is a lot of interest in the quality of shade structures for R Park. He also asked if they had thought about shelter rental fees to help recoup some of the \$4,000 cost over time.

Ms. Provyn said they have spoken about that. With the use of R Park as a soccer facility it is in a sense generating funds. There was also discussion about renting out the shelter at Nall Park, but there was some hesitation. The committee's question was why is the money that is being generated for the soccer field rental not being diverted towards Park. They do recognize that some of those funds are put back towards the seeding of the park, but the funds themselves are not under the purview of the Parks Committee.

CMBR McCormack applauded the Parks Committee for their efforts and likes how many people have provided their expertise and time in this effort.

CMBR Fast said that for several years they did not have a parks maintenance fund and asked why they can't now take from the Parks Maintenance fund to make up the difference for the structures.

City Administrator Moody said the resources budgeted for the shade structures are a set amount. If the Governing Body chooses to use those funds to help offset the cost of the structures, then they can do that. He added that they

are not at a point where the Governing Body is being asked to approve the purchase of the shade structures. The Parks committee is asking the Governing Body for their support of the architecture because they want them to match throughout the parks down the road. If the grants are secured for \$28,000 and the two shelters come at an out-of-pocket cost to the City of \$25,000 and they use pre-fabricated structures at Granada and the pool, then they should have enough of the \$38,000 of local resources to complete all the facilities. Moving forward with going out for bids does not cost anything. Mr. Knipp is donating his time to getting the plans to a point where they can be bid. Staff will have the City engineer review them and then go through the bidding process to come back with a firm number. By that point, they hope to have a response from the two agencies regarding the grants. Then they will have a better idea where the funding stands. Tonight, however, is asking for agreement on design concepts so they can move forward with bids for the shelters.

After discussion, there was agreement to place this item on the Consent Agenda.

CMBR Fast thanked Ms. Provyn for the incredible presentation and also for everyone coming tonight and speaking out and for all the work and recognized the park planning committee. She also thanked Mr. Knipp for donating to the community and the charities who donate to make the parks better.

(Applause)

After discussion, the Governing Body directed staff to advance the small shelters.

2. Carpenter Park Amenities Request

Ms. Provyn noted the City has a purchase policy and Parks did not do their due diligence in that regard. She is asking for design approval from the Council to replace three eight-foot benches and the trash bin so they will be uniform. The second request is to move forward with the purchase in February. As these are replacements the funds will be from the Public Works 2018 maintenance budget. Public Works will do the installation and the benches are expected to have an eight to ten-year life span.

CMBR Hill asked how easy it is to remove graffiti from the metal benches. Public Works Director Leon said they have cleaner for that and it is easier than removing it from the wooden benches.

CMBR Kelly said the design looked nice, but expressed concern about the sharp corners at the tops of the benches.

CMBR Madigan asked about the metal construction heating up in the sun and becoming too hot to sit on. He added he sees a lot of people coming from the library to sit on those benches. Ms. Provyn said this is a fairly shaded area, but acknowledged it does get some sun and could be hot in spots.

CMBR Fast recognized that the Parks committee has done extensive research into the benches and would recommend moving forward.

CMBR Janssen said he preferred the all metal construction.

CMBR Poppa said they are only moving forward with the recommendation for the Parks Committee to obtain bids.

The Governing Body agreed to move this item to the Consent Agenda.

3. Tennis Court Replacement Project

City Administrator Moody said this was an objective for 2017. The court replacement went out for bid last fall and came in significantly over-bid. It was decided to put it out again for bids over the winter hoping for better bids at a time when companies were not as busy. This option worked out and received more bids. If approved, Public Works

will do the demolition of the asphalt and the fence, an anticipated \$10,000 savings. They also are anticipating grant funding. Mr. Moody said this is a positive as the project was priced in 2015 and did not include some improvements to the parking that are required by USTA accessibility requirements. Those improvements will create better access to the park and parking lot as well as provide a connection between the parking lot and the tennis court. The goal is to make the park more accessible to everyone.

Staff's recommendation is to move this item forward and award the contract to McConnell & Associates on the condition that the City receives at least \$32,000 in grant awards for the project. This will keep the City's contribution at \$140,000.

Mayor Kelly asked for the amount of the initial bid. City Administrator Moody believed it was over \$200,000.

CMBR Madigan stated the previous City Council worked out an agreement to finish Nall Park and then go forward to finish the tennis courts. He said they ought to honor that commitment and move forward under the conditions that the City Administrator has put forward.

CMBR Fast said the recommendation is that staff will prepare a contract with McConnell at the 2/19 Council meeting. City Administrator Moody would like direction from the Council at the Council meeting to commit the funds because that is a requirement of the application that shows the City has committed these resources to completing the project.

There was Governing Body consensus to move forward the approval of \$139,857.50 for the tennis court reconstruction on the Consent Agenda for action.

- 4. Ordinance 957 - Mobilitie Franchise Agreement**
- 5. Mobilitie Pole Attachment Agreement**
- 6. 2018 CARS Agreement with Johnson County and Roeland Park for Public Improvements to Roe Lane**
- 7. Voting During Workshops**
- 8. 4th Quarter Safety Statistics**
- 9. November 2017 Financial Report**
- 10. Committee Liaisons Appointments**
- 11. Reappointments to Sustainability, Parks, Planning and Community Foundation**
- 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**
- 14. Discussion on Events Committee**

III. ADJOURN

Before adjourning, it was decided to add Items 6, 10 and 13 as New Business to the Council agenda and the remaining items will be added to Workshop and discussed as time allows.

(Roeland Park Governing Body Workshop Adjourned at 7:00 p.m.)

Item Number: DISCUSSION ITEMS- II.-1.
Committee 2/19/2018
Meeting Date:



City of Roeland Park

Action Item Summary

Date:	2/19/2018
Submitted By:	Jennifer Jones-Lacy
Committee/Department:	Admin.
Title:	Discussion of Bulkhead Replacement at Aquatic Center
Item Type:	Discussion

Recommendation:

Staff recommends splitting the cost of replacing the bulkhead equally among the City, the Blazers and JCPRD.

Details:

The City budgeted \$15,000 in 2017 to cover its share of repairing the bulkhead for the Aquatic Center. There are several options available for repairing or replacing the bulkhead and those alternatives are outlined in the attached document along with estimated cost from Waters Edge Aquatic Design. Jim Wilson, Project Manager with JCPRD, illustrates the pros and cons of each option in the attached memo.

Mr. Wilson is recommending replacement of the bulkhead which costs approximately \$110,000. The item still needs to go out to bid so this amount is an estimate. Pending final approval from all entities, the cost would be split equally among JCPRD, the City and the Blazers Swim Team at roughly \$36,700 each. City staff support this recommendation. The additional amount estimated at \$21,700 beyond the amount budgeted for repair will come from the Aquatics Center reserves that have been established in Equipment and Building Reserve Fund. In 2018, the City intends to make the following capital investment at RPAC:

- Light pole replacement - \$9,011
- Pool Deck Caulking - \$7,500
- Bulkhead Replacement - \$36,700
- Facility Roof Repairs - \$13,000
- Pool sandblasting/painting of deck - \$10,000

- Pool Acid Room Ventilation - \$2,500
- Repaint Vortex and Slide Pools - \$5,500
- Pool Shade Structures - \$10,000
- Main Drain Valve Replacement - \$5,000

Total expense currently projected for 2018 is \$99,211. The balance of the Aquatic Center reserve fund at the close of 2017 was \$97,646. We plan to transfer an additional \$65,951 in 2018 to cover expenses planned for that year. This leaves an available balance of \$64,386 to cover any expense that beyond the quote provided for the bulkhead.

Jim Wilson, Rhonda Pollard and Marshal McKinney will be on hand to discuss and present on this topic.

How does item relate to Strategic Plan?

This action contributes to Goal 5: Promote recreational opportunities through enhanced green space, facilities and communication.

How does item benefit Community for all Ages?

The pool and bulkhead are used by the Masters Swimmers in particular as well as community members of all ages.

Additional Information

N/A

ATTACHMENTS:

Description	Type
📎 Memo from Jim Wilson, JCPRD	Cover Memo
📎 Bulkhead Options and Cost	Exhibit



JOHNSON COUNTY
Park & Recreation
District

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RECREATION
COMMISSIONERS**

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OUR MISSION

Enhance the quality of life in
Johnson County by providing
high-quality parks, services and
recreation programs.

**JCPRD ADMINISTRATION
SHAWNEE MISSION PARK**

7900 Renner Road
Shawnee Mission, KS 66219
(913) 438-7275 (PARK)



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February 14, 2018

Marshall McKinney, Aquatics Manager
Johnson County Park and Recreation District
4843 Rosewood Dr
Roeland Park, KS 66205

RE: Analysis of Bulkhead wall options for RPAC

Marshall,

The purpose of this letter is to document the positive and negative aspects of the different options for bulkhead wall removal / replacement presented by Water's Edge Aquatic Design in their letter dated January 17, 2018. One major condition that affects Options 1, 2 and 5 is that the bulkhead wall is needed to be in the "up" position to safely install the dome. The JCPRD construction superintendent has stated that he will not participate in the dome installation without a bulkhead wall in place. The bulkhead serves as a primary anchor point for the tarps that cover the water surface during installation and must hold the tarp joint out the water so the crews can maintain traction while dragging the dome into position on the surface of the tarped water.

Option 1 – Permanently remove bulkhead and fill bulkhead sump with concrete. Anticipated cost likely to be \$15K.

Pros – final implementation would have no operable parts so future ongoing cost would be minimal. Could be performed in the time before season starts in the spring.

Cons – with the dome installation planned in the fall, this option is no longer viable. Filling in the bulkhead pit would preclude installation of a bulkhead in the future. This option also removes a great deal of operational flexibility from the pool both in containment of novice swimmers in the zero-entry end of the pool and in the lane distance choices for competition swimmers. Requires additional engineering services to comply with VGB act due to modifications of a pool drain. This is due to the bulkhead pit being connected to the main drain.

Option 2- Install grating over bulkhead pit. Anticipated cost likely in the neighborhood of \$15K

Pros – Allows for a future re-installation of a bulkhead wall if needs and / or funding allows. Allows for the possibility of in-season repair of the bulkhead wall, either off-site or locally.

Cons – This option is viable only if a new or repaired bulkhead can be in place for installation of the dome in the fall. Grate design and install would likely impact the opening date for the pool in 2018. Requires additional engineering services to comply with VGB act due to the creation of a new pool drain grate. This option also removes a great deal of operational flexibility from the pool both in

containment of novice swimmers in the zero-entry end of the pool and in the lane distance choices for competition swimmers.

Option 3 – Repair existing bulkhead bulkhead for reinstallation. Anticipated cost likely \$60K.

Pros-Repairing the existing bulkhead wall would result in maintaining the functionality of the pool. The anticipated cost of repair is nearly half the cost of a new bulkhead.

Cons-The timeframe required to remove, ship, assess, repair, return ship, and install the existing bulkhead would require the installation of a temporary grate as identified in option 2. Bidding the repair of a proprietary product requires the manufacturer to certify the repair to maintain the manufacturer's responsibility for the design of this product. JCPRD or the City of RP would be assuming some of that liability with a non-manufacturer repair. The manufacturer has stated that they would only repair the structure if it was a full repair and upgrade to the current design standards. This is a significant repair. The bulkhead wall is near its operational life and this significant investment may be short sighted when compared to a full replacement with a new product. The pool would have to be operated without the functionality of a bulkhead for the summer season. The timeframe required to formally bid the bulkhead repair may result in a delay of the dome installation in the fall.

Option 4 – Replace the existing bulkhead with a new bulkhead wall. Anticipated cost likely \$110K.

Pros – purchase of a new bulkhead wall would allow the existing bulkhead wall to remain in the "up" position for the summer season, allowing physical separation of the novice swimmers and deep end swimmers. A new bulkhead wall would provide the maximum number of years of future functionality for the pool operator. Formally bidding the new bulkhead wall would allow competition from several manufacturers to obtain the best price and possibly improved function / amenities from the product. A new bulkhead wall would provide the least amount of risk exposure for the pool operator. Bidding purchase of the new bulkhead wall would fit the timeframe required to have the new product in place before the dome is delivered in the fall. Installation of the new product would have a relatively minimal impact on summer operation because it would be a "drop-in" replacement of the existing. Allows the maximum flexibility for future configurations of the pool.

Cons – Highest cost alternative.

Option 5 – Permanently park existing bulkhead wall within the bulkhead sump. This could mean parking the bulkhead in the "up" position or in the "down" position.

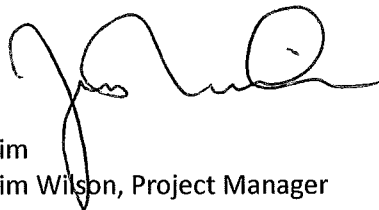
Pros – Minimal cost. No real schedule impact if left in the "up" position. The existing bulkhead wall could be floated back into position and locked up or parked down.

Cons – If left down, it may become difficult to return the bulkhead to the “up” position if needed in the future. Access to the bulkhead pit may be needed to retrieve loose objects or repair any future leaks in this area. The pool will have reduced operational flexibility if locked in the “down” position. If left in the “up” position, the pool will have reduced operational flexibility. Eventually, the floatation and grating will fail in the bulkhead and other measures will need to be employed to rebuild or replace the bulkhead wall. Due to the deteriorating condition of the bulkhead, there may be future exposure to safety concerns and undesired risks.

This summarizes the discussion and analysis of the options presented by Water’s Edge aquatic design. In my opinion, the best long-term option, with the minimal impact on pool operations for 2018, is to replace the existing bulkhead wall with a new unit. If some shared funding strategy can be negotiated, this option provides the highest quality, the least risk, and the greatest operational amenity for the facility.

I look forward to more discussion on this subject at the next City Council meeting.

Thanks,

A handwritten signature in black ink, appearing to read 'Jim Wilson', with a stylized, looping flourish at the end.

Jim
Jim Wilson, Project Manager
JCPRD

January 17, 2018

Jim Wilson, Project Manager
Johnson County Park & Recreation District
Administration Building
7900 Renner Road
Shawnee Mission, KS 66219

Via Email: jim.wilson@jocogov.org

Re: Proposal for Aquatic Consulting Services
Roeland Park Pool – Bulkhead removal/replacement

Dear Mr. Wilson:

Thank you for considering our services for improvements to the Roeland Park pool facility. We appreciate the opportunity and are pleased to offer our services to you. We understand that you wish to replace, repair, or remove the existing movable bulkhead from the pool basin.

Planned Improvement Options

Water's Edge Aquatic Design will provide Engineering services for a lump sum fee basis, based on the following options.

1. Permanently remove bulkhead and fill bulkhead sump with concrete. Anticipated construction cost is likely in the neighborhood of \$15K.
2. Install grating over the bulkhead sump (to allow the future reinstallation of the bulkhead). Anticipated construction cost is likely in the neighborhood of \$15K.
3. Repair existing bulkhead for reinstallation. Anticipated construction cost is likely in the neighborhood of \$60K.
4. Replace existing bulkhead with new bulkhead. Anticipated construction cost is likely in the neighborhood of \$110K.
5. Permanently park existing bulkhead within bulkhead sump. The construction cost for this work is negligible.

Scope of Services

The scope of engineering work for the selected option would include developing the necessary plans and specifications, as well as the evaluation/certification of the existing large pool main drains (for compliance with VGB Act). We offer the following services.

- Visit the project site during the design phase to gather information.
- If there is to be a typical public bid process, provide “front end” documents to define requirements of the construction contract between the Owner and Contractor.
- Prepare engineered documents to be used to in the public bidding phase, for permitting, and for construction.
- WEAD will provide the Owner two sets of the final engineered documents. WEAD will provide (for download) electronic files of the final engineered documents to the Owner and potential bidding contractors.
- Respond to potential bidders during the bidding process.
- Construction phase services would include shop drawing submittal review, processing changes to construction documents, up to three (3) site visits during the construction (including final construction punchlist review).

Fee/ Compensation

We offer to perform our engineering services to evaluate/design/certify the existing main drain system for a lump sum of \$1,500. Since the bulkhead sump is connected to the main drain system. If it hasn't already been evaluate as a VGB suction outlet, it may need to be.

There's a good chance that the project cost (engineering design cost and construction cost) associated with option 1 (concrete fill), option 2 (FRP grating), and option 5 (sink bulkhead) could be performed for a cost less than the formal bidding threshold of \$20,000. If you wish to pursue options 1 or 2 and would do so without a formal bid process, our lump sum engineering fee would be \$1,000 (in addition to the main drain engineering fee noted above).

For any of the five options, if you wish to go through a traditional delivery system (design, formal public bid, then build), our lump sum engineering fee would be \$2,000 (in addition to the main drain engineering fee noted above).

To summarize, we will provide our services for a lump sum fee associated with each option as noted below.

<u>Scope (includes main drain VBG evaluation)</u>	<u>w/o Formal Bid</u>	<u>w/Formal Bid</u>
1. Concrete fill:	\$2,500	\$3,500
2. Grating:	\$2,500	\$3,500
3. Repair:	\$2,500	\$3,500
4. Replace:	\$2,500	\$3,500
5. Sink it:	\$1,500	\$1,500

Please let us know if you have any questions. We look forward to the opportunity to help the Johnson County Parks & Recreation District and the Roeland Park Aquatic Center.

Sincerely,



Michael J. Fisher, P.E.

Project Engineer

cc. Marshall McKinney, marshall.mckinney@jocogov.org

Item Number: DISCUSSION ITEMS- II.-2.
Committee 2/19/2018
Meeting Date:



City of Roeland Park

Action Item Summary

Date:	2/19/2018
Submitted By:	Jennifer Jones-Lacy
Committee/Department:	Admin
Title:	Discussion on RPAC Advisory Committee
Item Type:	Discussion

Recommendation:

Discuss the RPAC Advisory Committee Membership and future meetings.

Details:

On January 22nd, the Governing Body appointed Councilmembers McCormack, Jim Kelly and Madigan to reinstitute the RPAC Advisory Council, which was established as part of the original agreement between Roeland Park and JCPRD in 1996. The Committee was to consist of seven members: three appointed by the Governing Body of the City and four appointed by the JCPRD Board of Commissioners. JCPRD is appointing Marshall McKinney, RPAC Manager; Rhonda Pollard, Recreation Division Manager; Leslee Rivarola, Board Member; Jim Wilson, Project Manager with JCPRD.

The original charge of the Advisory Council was to provide advice to the District on matters of Aquatic Center scheduling, pricing and programming.

If the Governing Body wishes to include additional members on the Advisory Council, the City Council and JCPRD Board would need to amend the agreement. Due to scheduling, this item would not be addressed by JCPRD until March. Otherwise these meetings will be open to the public and anyone can attend. The Chair of the advisory council can determine whether they allow others outside of the Council to participate in meetings and they can invite others to participate periodically as well. The Committee plans to meet the 2nd Tuesday of the month starting March 13th at 6 p.m.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Item Number: DISCUSSION ITEMS- II.-3.
Committee 2/19/2018
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 2/19/2018
Submitted By: Wade Holtkamp, Code Enforcement Officer
Committee/Department: Neighborhood Services
Title: **Renewal of Code Enforcement Mowing Nuisance, Weed, and Tree Abatement Services**
Item Type: Agreement

Recommendation:

Recommend approval of Custom Tree bid for City abatement services.

Details:

For the second year, staff joined with the City of Mission, Kansas to issue an RFP for nuisance weed and tree abatement services. We received 2 bids. Staff recommends approval of the lowest bid from Custom Tree Care. We currently use Custom Tree Care and have found them to be satisfactory. Staff also recommends to approve the agreement for a period of four years moving forward

Any expense incurred by the City is assessed to the property owner on their annual tax bill, and if paid, will be received by the City in the following year.

A copy of the agreement with Custom Tree Care is attached and has been reviewed by our City Attorney. The agreement has already been signed by Greg Gathers, the President of Custom Tree.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description		Type
	Custom Tree Care bid	Exhibit
	Verhulst & Sons bid	Exhibit
	Bidding documents	Exhibit
	Legal record 2018	Exhibit
	Agreement with Custom Tree Care	Exhibit

BID FORM

NUISANCE, WEED AND TREE ABATEMENT SERVICES
CITIES OF MISSION AND ROELAND PARK, KANSAS

This Bid Form must be completed and submitted along the required insurance information to:

City Clerk - City of Mission - 6090 Woodson - Mission, Kansas 66202

By no later than 4:00 PM, local time, Tuesday, January 18th, 2018

Company Name: Custom Tree Care, Inc.
Street Address: 3722 SW Spring Creek Ln.
City: Topeka State: KS Zip Code: 666010
Name of Company Representative: Greg Gathers
Telephone Numbers – Office: (785) 478-7825 Fax: (785) 478-4195 Mobile: (785) 221-7550
E-Mail: ggathers@customtreecare.com

Nuisance Abatement: \$ 39⁷⁵ Per man-hour

Weed Abatement: \$ 39⁷⁵ Per man-hour

Tree Abatement: Based on submitted quote at time of service request

Identify all Equipment Owned:

☒ Push/Riding Lawnmower

☒ Chain Saw

☐ Brush Hog

☒ Hand Tools

☒ Weed Eater

☒ Front Loader

Insurance Company and Agent Name: Elliott Insurance, Inc. Maria Dressman
Insurance Company Address: 3645 SW Burlingame Rd. Topeka, KS 66601
Policy Number: A234937

Provide Contact Information for three (3) professional references the City may contact. See attached

I/We, the undersigned, have read the Bidding Documents for the City of Mission and Roeland Park for Nuisance, Weed, and Tree Abatement Services, and are submitting the following bid:

Contractor Name (Print): Greg Gathers

Contractor (Representative) Signature: [Signature]

Date:

1/12/18

BID FORM

NUISANCE, WEED AND TREE ABATEMENT SERVICES
CITIES OF MISSION AND ROELAND PARK, KANSAS

This Bid Form must be completed and submitted along the required insurance information to:

City Clerk - City of Mission - 6090 Woodson - Mission, Kansas 66202

By no later than 4:00 PM, local time, Tuesday, January 18th, 2018

Company Name: VERHULST & Sons
Street Address: 19190 W 122 st
City: Olathe State: Ks Zip Code 66061
Name of Company Representative: Mark Verhulst
Telephone Numbers – Office: 913-764-5006 Fax: 913-764-8322 Mobile: 913-271-6152
E-Mail: MarkVerhulst@Att.net

Nuisance Abatement: \$ 50⁰⁰ Per man-hour
Weed Abatement: \$ 45⁰⁰ Per man-hour
Tree Abatement: Based on submitted quote at time of service request

Identify all Equipment Owned:

☒ Push/Riding Lawnmower	☒ Chain Saw
☒ Brush Hog	☒ Hand Tools
☒ Weed Eater	☒ Front Loader

Insurance Company and Agent Name: Nationwide Agency Ks 03389
Insurance Company Address: 14106 W 135 st Olathe, KS 66062
Policy Number: ACP 72-2-0107744

Provide Contact Information for three (3) professional references the City may contact.

I/We, the undersigned, have read the Bidding Documents for the City of Mission and Roeland Park for Nuisance, Weed, and Tree Abatement Services, and are submitting the following bid:

Contractor Name (Print): Mark Verhulst
Contractor (Representative) Signature: [Signature] 1/11/17



Invitation to Bid

for

**Abatement Services
(Nuisance, Weeds, and Trees)**

Published: Tuesday, December 26th, 2017

Proposals Due: Thursday, January 18th, 2018

CITIES OF MISSION AND ROELAND PARK, KANSAS

NOTICE TO BIDDERS

Bids for **NUISANCE, WEED, AND TREE ABATEMENT SERVICES** will be received by the City of Mission, Kansas, at the office of the City Clerk, City Hall, 6090 Woodson Street, Mission, Kansas 66202 until 4:00 p.m. local time on **THURSDAY, JANUARY 18TH, 2018.** Any bid received after the designated closing time will be returned unopened.

All bids shall be submitted in sealed envelopes addressed to the City Clerk of Mission, Kansas, and marked "**BID FOR NUISANCE, WEED, AND TREE ABATEMENT SERVICES.**" Contractors desiring the Bidding Documents for use in preparing bids may obtain a set of such documents from the **City of Mission's Finance Director, Brian Scott, at bscott@missionks.org via e-mail, with the subject line reading "BID FOR NUISANCE, WEED, AND TREE ABATEMENT SERVICES."** Proposers should specifically note the City of Mission prefers questions be submitted by email.

The City shall not be responsible for the accuracy, completeness, or sufficiency of any documents obtained from any source other than the source indicated above. Obtaining copies of Bidding Documents from any other source(s) may result in obtaining incomplete and inaccurate information. Obtaining these documents from any source other than directly from the source listed herein may also result in failure to receive any addenda, corrections, or other revisions to these documents that may be issued.

Contractors should read and be fully familiar with all Bidding Documents before submitting a bid. In submitting a bid, the respondent warrants that it has read the Bid Documents and is fully familiar therewith and that it has visited the site of the work to fully inform itself as to all existing conditions and limitations and shall include in its bid a sum to cover the cost of all items of the work.

Should a respondent find "defects" as defined in paragraph GC-3 of the General Conditions, it shall follow the procedures outlined in paragraph GC-3 to bring same to the attention of City. Changes necessitated thereby shall be in the form of addenda issued by the City.

All respondent shall verify that they have considered all written addenda. The City shall not be responsible for oral instructions.

Any written addenda issued during the time allotted for responses shall be covered and included in the proposal. There will be no clarifications or exceptions allowed on the proposal. Proposals are for a total proposal package, total contract price.

Proposals shall be made upon the form provided in ink or typewritten. Numbers shall be stated both in writing and in figures; the signature shall be long hand; and the complete form shall be without alteration or erasure. On alternate items for which a proposal is not submitted, a written indication of "no bid" on the bid form is required.

No oral, telegraphic, facsimile or telephonic bids or alterations will be considered.

The City reserves the right to accept or reject any and all bids and to waive any technicalities or irregularities therein. Bids may be modified or withdrawn by written request of the bidder received in the office of the City Clerk, prior to the time and date for bid opening; provided, however, that no bidder may withdraw its bid for a period of thirty (30) days from the date set for the opening thereof. ALL BIDDERS AGREE THAT REJECTION SHALL CREATE NO LIABILITY ON THE PART OF THE CITY BECAUSE OF SUCH REJECTION. IT IS UNDERSTOOD BY ALL BIDDERS THAT AN UNSUCCESSFUL BIDDER HAS NO CAUSE OF ACTION AGAINST THE CITY FOR BID PREPARATION COSTS. THE FILING OF ANY BID IN RESPONSE TO THIS INVITATION SHALL CONSTITUTE AN AGREEMENT OF THE BIDDER TO THESE CONDITIONS.

Publish: *Legal Record*

Tuesday, December 26, 2017

INSTRUCTIONS TO BIDDERS

- IB-1. **BIDS:** All bids shall be made on the forms provided in this bound volume of Bidding Documents and shall be in compliance with the Notice to Bidders. All appropriate blanks shall be filled in and shall be signed by the appropriate individual on behalf of him/herself or the entity submitting the bid. Each bid must be enclosed in a sealed envelope plainly marked **"BID FOR NUISANCE, WEED, AND TREE ABATEMENT SERVICES."** As per the Notice to Bidders, bid shall be addressed to:

CITY OF MISSION, KANSAS
Attention: City Clerk
6090 Woodson Street,
Mission, KS 66202

IB-2. **DEFINITIONS:**

- a. All definitions set forth in the General Terms and Conditions or in other contract documents are applicable to the Bidding Documents.
- b. "Alternative Bid" (or "Alternate") means an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the work, as described in the Bidding Documents, is accepted.
- c. "Base Bid" means the sum stated in the Bid for which the Bidder offers to perform the work described in the Bidding Documents as the base, to which work may be added or from which work may be deleted for sums stated in Alternate Bids.
- d. "Bid" shall mean the offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the work to be performed (and the City reserves the right to reject any and all bids).
- e. "Bidder" shall mean any individual, partnership, corporation, association or other entity submitting a Bid for the work.
- f. "Bidding Documents" shall mean all documents related to a Bidder's submitting a Bid, including, but not limited to, the advertisement for Bids, if applicable, Instructions to Bidders, the Bid form, other sample bidding and contract forms and the proposed contract documents, including any addenda issued prior to receipt of Bids. At the City's option, Bidders may be required to complete and submit a prequalification statement.
- g. "City" means the City of Mission, Kansas and the City of Roeland Park, Kansas.
- h. "Contractor" shall mean the entity entering into the contract for the performance of the work covered by the contract, together with its duly authorized agents or legal representatives.
- i. "Successful Bidder" means the person or entity who is determined and declared by the City to have submitted the lowest and best responsible Bid in conformity with the terms of the Bidding Documents.
- j. "Unit Price" means an amount stated in the Bid as a price per unit of measurement for materials or services as described in the Bidding Documents or in the proposed contract documents.

IB-3. BIDDER'S REPRESENTATIONS: Each Bidder by making its Bid represents that:

- a. It has read and understands the Bidding Documents, and its Bid is made in accordance therewith.
- b. It has visited the site, has familiarized itself with the local conditions under which the work is to be performed, has reviewed all published reports, inspections and other documents relating to the project and has correlated its observations with the requirements of the proposed contract documents.
- c. Its Bid is based upon the materials, systems and equipment required by the Bidding Documents without exception.
- d. It has familiarized itself with state, federal law and local ordinances, regulations, and permitting requirements which may affect cost and/or progress or performance of the work.

IB-4. BIDDING DOCUMENTS: Bidders may obtain complete sets of the Bidding Documents from the City as provided in the Notice to Bidders. The City shall not be responsible for the accuracy, completeness, or sufficiency of any Bidding Documents obtained from any source other than the source indicated in the Notice to Bidders. Obtaining copies of Bidding Documents from any other source(s) may result in obtaining incomplete and inaccurate information or result in failure to receive any addenda, corrections, or other revisions to these documents that may be issued.

Bidders shall use complete sets of the Bidding Documents in preparing Bids; neither the City nor the consultant assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

The City in making copies of the Bidding Documents available on the above terms does so only for the purpose of obtaining Bids on the work and does not confer a license or grant for any other use.

IB-5. DEFECTS IN BIDDING DOCUMENTS: Bidders shall promptly notify the City of any errors, omissions, discrepancies or inconsistencies (hereinafter "defects") which they may discover upon examination of the Bidding Documents or of the site and local conditions. Bidders will not be permitted to take advantage of any such defect.

Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the City and/or the Consultant at least seven days prior to the date for receipt of Bids.

Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.

IB-6. ADDENDA: Written addenda will be mailed or delivered to all who are known by the City to have received a complete set of Bidding Documents.

Copies of written addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

No written addenda will be issued later than four (4) days prior to the date for receipt of Bids except an addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

Each Bidder shall ascertain prior to submitting its Bid that it has received all written addenda issued, and it shall acknowledge its receipt in its Bid.

IB-7. INSURANCE:

- a. General: The Contractor shall secure and maintain, throughout the duration of the agreement, insurance (on an occurrence basis unless otherwise agreed to) of such types and in at least such amounts as required herein. Contractor shall provide certificates of insurance and renewals thereof on forms provided by the City or on forms acceptable to the City. The City shall be notified by receipt of written notice from the insurer or the Contractor at least thirty (30) days prior to material modification or cancellation of any policy listed on the Certificate.

Bidders are referred to Article GC-18 of the General Terms and Conditions for additional insurance information.

- b. Notice of Claim Reduction of Policy Limits: The Contractor, upon receipt of notice of any claim in connection with the agreement, shall promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability.

The Contractor shall monitor and promptly notify the City of any reduction in limits of protection afforded under any policy listed in the Certificate (or otherwise required by the contract documents) if the Contractor's limits of protection shall have been impaired or reduced to such extent that the limits fall below the minimum amounts required herein. The Contractor shall promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

- c. Commercial General Liability: This insurance shall protect the contractor against all claims arising from injuries to members of the public or damage to property of others arising out of any act or omission of the Contractor or its agents, employees or subcontractors

Limits –

General Aggregate	\$2,000,000/policy limit
Products Liability/Completed Operations	\$1,000,000/occurrence
	\$2,000,000/policy limit
Broad Form Contractual Liability	\$1,000,000/occurrence
	\$2,000,000/policy limit

Policy MUST include the following conditions:

1. **NAME CITY OF MISSION AND CITY OF ROELAND PARK
AS "ADDITIONAL INSURED"**

- d. Automobile Liability: Policy shall protect the Contractor against claims for bodily injury and/or property damage arising from the ownership or use of any owned, hired and/or non-owned vehicle.

Limits (Same as Commercial General Liability) -

Combined Single Limits, Bodily Injury and Property Damage - Each Accident:
\$1,000,000/policy limit

Policy MUST include the following condition:

1. **NAME CITY OF MISSION AND CITY OF ROELAND PARK
AS “ADDITIONAL INSURED”**

- e. Umbrella Liability: The Umbrella / Excess Liability must be at least as broad as the underlying general liability and automobile liability policies.

Limits –

Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000

- f. Workers' Compensation: This insurance shall protect the Contractor against all claims under applicable state workers' compensation laws. The Contractor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of workers' compensation law. The policy limits shall not be less than the following:

Workers' Compensation:	Statutory
Employer's Liability:	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

- g. Owner's Protective Liability: The Contractor shall take out, pay for and deliver to the City, an Owner's Protective Liability insurance policy written on an occurrence basis and naming the City as named insured. The policy shall be maintained during the life of the agreement. Limits of protection shall be at least **\$1,000,000** Combined Single Limits, Bodily Injury and Property Damage, and shall contain no exclusion relative to any function performed by the City or its employees and agents in connection with the project.

- h. Industry Ratings: The City will only accept coverage from an insurance carrier who offers proof that it:

1. Is authorized to do business in the State of Kansas;
2. Carries a Best's policy holder rating of A- or better; and
3. Carries at least a Class VIII financial rating, **or**
4. Is a company mutually agreed upon by the City and Contractor.

- i. Subcontractors' Insurance: If a part of the Contract is to be sublet, the Contractor shall either:

1. Cover all subcontractors in its insurance policies, **or**
2. Require each subcontractor not so covered to secure insurance which will protect subcontractor against all applicable hazards or risks of loss as and in the minimum amounts designated.

Whichever option is chosen, contractor shall indemnify and hold harmless the City as to any and all damages, claims or losses, including attorney's fees, arising out of the acts or omissions of its subcontractors.

IB-8. MODIFICATION OR WITHDRAWAL OF BIDS: Bids may be modified or withdrawn by written request of the Bidder received in the office of the City Clerk, prior to the time and date for Bid opening. No Bidder may withdraw its Bid for a period of thirty (30) days from the date set for the opening thereof.

IB-9. ACCEPTANCE AND REJECTION OF BIDS AND AWARD OF CONTRACT: The contract will be awarded to the lowest and best, responsible Bidder as determined by the City.

The City reserves the right to reject any and all Bids; to waive any and all irregularities and informalities; to negotiate contract terms with the Successful Bidder; and the right to disregard all nonconforming, non-responsive or conditional Bids.

In evaluating Bids, the City may consider the qualification of Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and Unit Prices if requested in the Bid forms. The City reserves the right to reject the Bid of any Bidder who does not pass the evaluation to the City's satisfaction.

IB-10. INDEMNIFICATION: The Contractor shall be required to indemnify and hold the City harmless as set forth in Article GC-16 of the General Conditions.

IB-11. BID PREFERENCE: Existing State law (K.S.A. 75-3740a) requires that, to the extent permitted by federal law and regulations, the City, when letting contracts for bids, must require any Successful Bidder-Contractor domiciled outside the state of Kansas to submit a Bid the same percent less than the lowest bid submitted by a responsible Kansas contractor as would be required of such Kansas domiciled contractor to succeed over the bidding Contractor domiciled outside Kansas on a like contract let in the foreign Bidder's domiciliary state. All Bids are received on this condition, and if it is determined by the City that the apparent lowest and best Bidder is a foreign domiciled contractor, such contractor shall be awarded the Contract only if such Contractor's Bid complies with this state law requirement.

All Bidders domiciled outside of the State of Kansas may be requested to furnish the City with a copy of their state's preferential bidding statutes, if any.

IB-12. NON-DISCRIMINATION, AFFIRMATIVE ACTION AND SEXUAL HARASSMENT: The Contractor shall comply with Article GC-27 of the General Conditions.

IB-13. APPOINTMENT OF SERVICE AGENT: Kansas Statutes Annotated 16-113 requires that non-resident Contractors appoint an agent for the service of process in Kansas. The executed appointment must then be filed with the Secretary of State, Topeka, Kansas. . Any Successful Bidder-Contractor domiciled outside the State of Kansas must comply with these statutory requirements. Form ASA 51-15 for appointment of a service agent is enclosed as part of the Bidding Documents

IB-14. SUBCONTRACTING: As provided in Article GC-15, the Contractor may utilize the services of subcontractors on those parts of the work which, under normal contracting practices, are performed by subcontractors.

IB-15. CONFLICT OF INTEREST: 31 USCS Section 1352 requires all subgrantees, Contractors, subcontractors and consultants who receive federal funds via the City to certify that they will not use federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract, grant, loan or cooperative agreements.

In addition, contract applicants, recipients and subrecipients must file a form disclosing any expenditures they make for lobbying out of non-federal funds during the agreement period. Necessary forms are available from the Finance Director and should be returned to the City with other contract documents. It is the responsibility of the general Contractor to obtain executed forms from any subcontractors who fall within the provisions of the Code and to provide the City with the same.

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FOR NUISANCE, WEED, AND TREE ABATEMENT SERVICES

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GENERAL TERMS AND CONDITIONS OF THE CONTRACT
FOR NUISANCE, WEED, AND TREE ABATEMENT SERVICES

CONTRACT DOCUMENTS/CONTRACT FOR CONSTRUCTION

The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the Contract Documents is to include all labor, materials, tools, equipment and transportation necessary for the completion of the Work in accordance with the Contract Documents.

The Contract Documents shall consist of (but not necessarily be limited to) the Agreement between the City and Contractor (sometimes referred to herein as the "Agreement"), these General Terms and Conditions, the Scope of Work and all addenda issued prior to and all modifications issued after execution of the Contract (modifications consisting of written amendments to the Contract signed by both parties) necessary to make clear the intent of the Contract Documents (and, in particular, the Scope of Work), and the Bidding Documents. It is understood that the Work shall be carried out fully in accordance with the Contract Documents.

If there is any conflict or discrepancy between the Agreement between the City and Contractor and these General Conditions or between the Agreement between City and Contractor and any other of the Contract Documents, the Agreement between City and Contractor shall prevail. If there is any discrepancy between the General Conditions and any other Contract Documents other than the Agreement between City and Contractor, the General Conditions shall prevail, unless such discrepancy is between the General Terms and Conditions and the Scope of Work, in which case the Scope of Work shall prevail. The Contract Documents supersede all previous agreements and understandings between the parties, which previous agreements and understandings are of no further force and effect.

The Contract Documents as enumerated herein form the Contract for The Work. The Contract may not be amended or modified except by a modification as hereinabove defined. These Contract Documents do not, nor shall they be construed to, create any contractual relationship of any kind between the City and any Subcontractor or remote tier Subcontractor.

DEFINITIONS

Whenever any word or expression defined herein, or pronoun used in its stead, occurs in these Contract Documents, it shall have and is mutually understood to have the meaning herein given. Work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

1. "Bid" shall mean the offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed (and the City reserves the right to reject any and all bids).
2. "Bidder" shall mean any individual, partnership, corporation, association or other entity submitting a Bid for the Work.
3. "Bidding Documents" shall mean all documents related to a Bidder's submitting a Bid, including, but not limited to, the Notice to Bidders, if applicable, Instructions to Bidders, the Bid Form, other sample bidding and contract forms and the proposed Contract Documents, including any addenda issued prior to receipt of Bids. At the City's option, Bidders may be required to complete and submit a prequalification statement.
4. "City" shall mean the City of Mission, Kansas and the City of Roeland Park, Kansas.

5. "Contract" and "Contract Documents" shall have the meaning ascribed to them in Article GC-1, such terms sometimes being used interchangeably.

6. "Contract Price" shall be the amount identified in the Agreement between City and Contractor as the total amount due Contractor for total completion of the Work as per the Contract Documents. Where the Contract provides that all or a part of the Work is to be Unit Price Work the Contract Price shall initially be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work multiplied by the estimated quantity of each item required for the Work. Each unit price shall be deemed to include Contractor's overhead and profit for each separately identified item.

7. "Contractor" shall mean the entity entering into the Contract for the performance of the Work covered by this Contract, together with its duly authorized agents or legal representatives. (For purposes of indemnification, see GC-16 for definition of "Contractor".)

8. "Defective Work" shall mean Work which is unsatisfactory, faulty or deficient, or not in conformity with the Contract Documents.

9. "Effective Date of the Agreement" shall mean the date indicated in the Agreement on which it becomes effective, but, if no such date is indicated, it shall mean the date on which the Agreement is signed and delivered by the City to the Contractor. For this purpose, delivery shall be accomplished by either hand-delivery to the Contractor or placing a copy in the mail, first class, postage prepaid.

10. "Final Acceptance" shall mean the date when the City accepts the Work as completed in accordance with the Contract Documents and the completed work can be utilized for the purposes for which it is intended and the Contractor is entitled to final payment.

11. "General Requirements" shall mean those provisions of the Scope of Work which apply to the entire Work.

12. "Notice of Award" shall mean the written notice by the City to the apparent successful Bidder stating that upon compliance with the conditions precedent enumerated therein, within the time specified, the City will sign and deliver the Agreement.

13. "Notice to Proceed" shall mean the written notice by the City to the Contractor fixing the date on which the Contract Time is to commence and on which the Contractor shall start to perform its obligations under the Contract Documents. Without the prior express written consent of the City, Contractor shall do no Work until the date set forth in the Notice to Proceed.

14. "Scope of Work" shall mean those portions of the Contract Documents consisting of a written description of the Work to be completed including, but not limited to, methodology, process, performance specification, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

15. "Unit Price Work" shall mean Work to be paid for on the basis of unit prices (quantity variations).

16. "The Work" shall mean the work to be done necessary to complete the task required of the Contractor by the Contract Documents, and includes all labor, materials, tools, equipment and transportation necessary to complete such tasks in accordance with the Contract Documents.

17. Whenever in these Contract Documents the words "as ordered," "as directed," "as required," "as permitted," "as allowed," or words or phrases of like import are used, it is understood that the order, direction, requirement, permission or allowance of the City.

18. Whenever any statement is made in the Contract Documents containing the expression "it is understood and agreed," or an expression of like import, such expression means the mutual understanding and agreement of the parties hereto.

19. The words "approved," "reasonable," "suitable," "acceptable," "properly," "satisfactory," or words of like effect in import, unless otherwise particularly specified herein, shall mean approved, reasonable, suitable, acceptable, proper or satisfactory in the judgment of the City and/or the Consulting Engineer.

DEFECTS IN CONTRACT DOCUMENTS

If Contractor has reasonable cause such that it should, in the exercise of ordinary care of someone in its position, know that any errors, omissions, discrepancies or inconsistencies (hereinafter "defects") appear in the Contract Documents, including, but not limited to, the Plans, Specifications and other documents or the Work, Contractor shall, notify the City in writing of such defects. Contractor shall remedy any such defects whether or not disclosed to the Consulting Engineer without any increase in the cost of the Work. The Contract Documents shall be appended to all contracts between the Contractor and any Subcontractor or any more remote tier Subcontractor, and such Subcontractors and remote tier Subcontractors shall, likewise, notify the Contractor in writing of any defects therein, and it shall be the obligation of the Contractor to remedy same as if Contractor had discovered such defects itself. The Contractor will not be permitted to take advantage of any such defect.

BID

The Contractor acknowledges and agrees that the unit prices and/or lump sum prices shown in the Bid contemplate the completion of the Work in conformance with the Scope of Work. Any item or items required for completion of the Work for which a specific unit price and/or lump sum price is not provided shall be included in the price for the closest applicable items.

COPIES OF THE CONTRACT

Unless otherwise provided in the Contract Documents, City will furnish to Contractor two complete set of the executed Contract Documents.

Contract Documents are the property of the City, and none of the Contract Documents are to be used on other work by Contractor. At City's request, all Contract Documents shall be returned to the City with the exception of one record set for Contractor. All models and calculations are the property of City.

PERMITS AND NOTICES

- (a) All permits and licenses shall be secured and paid for by Contractor, unless otherwise specified.
- (b) Contractor shall give all notices required by and all Work shall be done in accordance with all applicable federal and state laws, City and County laws and ordinances, building codes and rules and regulations bearing on the conduct of the Work.
- (c) Contractor shall notify all affected utilities of the Work and coordinate with the utilities to avoid interruption of utility service and damage to utility lines and property. This notice requirement shall also apply as to the owner/operator of any affected Underground Facility.

GENERAL ADMINISTRATION OF THE CONTRACT

(a) Unless otherwise stipulated, Contractor shall provide and initially pay for all Work (including labor, transportation, tools, equipment, machinery, plant and appliances) necessary in producing the results called for by the Contract Documents.

(b) The Contractor shall be solely responsible for and have complete control and charge of means, methods, techniques, sequences and procedures, and for safety precautions and programs in connection with the Work. The City shall not be responsible for nor have control or charge over the acts or omissions of the Contractor or any of their agents or employees, or any other persons performing any of the Work.

(c) Any plan or method of Work suggested by the City to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor, and the City will assume no responsibility therefor.

CONTRACTOR'S EMPLOYEES

(a) Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the Work any unfit person or anyone not skilled in the Work assigned to him.

(b) Contractor shall be responsible for compliance with all state and federal laws, if applicable, pertaining to wages, hours and benefits for workers employed to carry out the Work.

PROTECTION AND MAINTENANCE OF PUBLIC AND PRIVATE PROPERTY; LIABILITY

(a) Contractor shall be solely liable for all damages to the City or the property of the City, to other contractors or other employees of the City, to neighboring premises, or to any private or personal property, due to improper, illegal or negligent conduct of the Contractor employees or agents in and about said Work, or in the execution of the Work. The Contractor shall be liable to the City for any damages, whether property damage or personal injury, occasioned by Contractor's use of any scaffolding, shoring, apparatus, ways, works, machinery, plant or any other process or thing that is required for the Work.

(b) Without in any manner limiting Contractor's responsibilities as provided elsewhere in the Contract Documents, the Contractor shall maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards, and assume full responsibility, for the protection of all public and private property and life.

(c) Barriers shall be kept placed at all times to protect other than those engaged on or about the Work from accident and the Contractor shall be held responsible for all accidents to persons or property resulting from the acts of Contractor or its employees. Contractor shall give reasonable notice to any affected owner or owners when any property is liable to injury or damage through the performance of the Work and shall make all necessary arrangements with such owner or owners relative to the removal and replacement or protection of such property and/or utilities.

(d) All barricades and obstructions shall be illuminated by means of amber lights at night and all lights used for this purpose shall be at Contractor's expense and shall be kept burning from sunset to sunrise. Materials stored upon or alongside public streets and highways shall be so placed, and the Work at all times shall be so conducted, as to cause the minimum obstruction and inconvenience to the traveling public.

(e) All barricades, signs, lights and other protective devices in public rights-of-way shall be installed and maintained in conformity with applicable statutory

requirements and as required by the Manual on Uniform Control Devices, as amended, or any other applicable statutes or ordinances.

NOISE CONTROL

Contractor shall take reasonable measures to avoid unnecessary noise. Such measures shall be appropriate for the normal ambient sound levels in the area during working hours. All construction machinery and vehicles shall be equipped with practical sound muffling devices, and operated in a manner to cause the least noise consistent with efficient performance of the Work.

DUST CONTROL

Adequate precaution shall be taken to insure that excessive dust does not become airborne during Work. The Contractor shall comply with any local, state, or federal regulations which apply to this matter in the geographical area of the Work. No separate payment will be made for performing dust control or for applying water for this purpose.

INSPECTION OF WORK

(a) City shall at all times have access to the Work for the observation and inspection thereof wherever it is in preparation or progress. The Contractor shall furnish all reasonable aid and assistance required for any such inspection.

(d) The City shall be free at all times to perform its duties, including the observation and inspection of the Work, and intimidation or attempted intimidation of any one of them by the Contractor or by any of its employees shall be sufficient reason, if the City so desires, to terminate the Contract.

(g) Any inspection, by whosoever conducted, shall not relieve the Contractor from any obligation to perform the Work strictly in accordance with the Specifications, and any of the Work not so completed shall be made good by the Contractor at its own expense.

INDEPENDENT CONTRACTOR

The right of general supervision of the City and/or the Consulting Engineer shall not make the Contractor an agent of the City, and the liability of the Contractor for all damages to persons, firms and corporations arising from the Contractor's execution of the Work shall not be lessened because of such general supervision, but as to all such persons, firms and corporations, and the damages, if any, to them or their property, the Contractor herein is an independent contractor in respect to the Work.

SEPARATE CONTRACTS

(a) City reserves the right to perform by itself or let other contracts in connection with the Work. Contractor shall afford reasonable opportunity for the introduction and storage of materials and the execution of Work by City or others and shall properly connect and coordinate its Work with the Work of City or others.

(b) If any part of Contractor's Work depends upon the Work of the City or others, Contractor shall inspect and promptly report to City any defects in any such Work that render it unsuitable for proper execution or results. Its failure to so inspect and report shall constitute an acceptance by it of such other Work as fit and proper for the reception of its Work.

ASSIGNMENT AND SUBLETTING OF CONTRACT

In case the Contractor assigns all, or any part, of the monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due the Contractor shall be subject to all prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract and that no money shall be paid assignee on behalf of the Contractor by the City until such time as the Contractor has discharged its obligations to the City under the Contract. It is expressly understood and agreed that no assignment shall be effective as against the City unless it complies with the foregoing.

The Contractor shall not award subcontracts which total more than sixty percent (60%) of the total Contract Price based upon the unit prices within the Bid submitted to the City by the Contractor and shall self-perform not less than forty percent (40%) of the total Contract Price based upon the unit prices within the Bid submitted to the City by the Contractor. Should any Subcontractor fail to perform in a satisfactory manner, the Work undertaken by such Subcontractor shall be immediately terminated by the Contractor. The Contractor shall be as fully responsible to the City for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it. Approval by the City of any Subcontractor shall not constitute a waiver of any right of the City to reject Defective Work, material or equipment not in compliance with the requirements of the Contract Documents. The Contractor shall not make any substitution for any Subcontractor accepted by the City unless the City so agrees in writing.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the Work of the Subcontractor and to give the Contractor the same power to terminate any subcontract as the City has to terminate the Contractor under any provisions of the Contract Documents.

Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the City, nor shall anything contained in the Contract Documents create any obligation on the part of the City to pay to or to see to the payment of any sums due any Subcontractor.

Prior to the City's approval of the Contract Bid, the successful Bidder shall submit to the City Engineer or the City's designated representative for City acceptance a list of the names of all Subcontractors proposed for portions of the Work and shall designate which Work each is to perform.

The City's designated representative shall, prior to City's approval of the Contract Bid, notify the successful Bidder, in writing, if the City, after due investigation, has reasonable objection to any Subcontractor on such list, and the Contractor shall substitute a Subcontractor acceptable to the City at no additional cost to the City or shall be allowed to withdraw its Bid, and the City shall either rebid the Project or accept the next best lowest and responsible Bidder. The failure of the City to make objection to a Subcontractor shall constitute an acceptance of such Subcontractor but shall not constitute a waiver of any right of the City to reject Defective Work, material or equipment not in conformance with the requirements of the Contract Documents.

The Contractor shall not make any substitution for any Subcontractor who has been accepted by the City unless the City Engineer or the City's designated representative determines that there is a good cause for doing so. The City's disapproval of any Subcontractor shall not, under any circumstance, be the basis for an increase in the Contract Price or a claim for delay damages.

INDEMNITY

(a) Definitions

For purposes of indemnification requirements as set forth throughout the Contract, the following terms shall have the meanings set forth below:

- (1) "The Contractor" means and includes Contractor, all of its affiliates and subsidiaries, its Subcontractors and materialmen and their respective servants, agents and employees; and
- (2) "Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim, whether real or spurious, for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with, or are claimed to arise out of or be connected with, the performance of this Contract whether arising before or after the completion of the Work required hereunder.

(b) The Indemnity

For purposes of this Contract, and without in any way limiting indemnification obligations that may be set forth elsewhere in the Contract, Contractor hereby agrees to indemnify, defend and hold harmless the City from any and all Loss where Loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractor, its employees, agents, Subcontractors and suppliers.

It is agreed as a specific element of consideration of this Contract that this indemnity shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the City or any third party and, further, notwithstanding any theory of law including, but not limited to, a characterization of the City's or any third party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature.

(c) General Limitation

Nothing in this Article shall be deemed to impose liability on the Contractor to indemnify the City for Loss when the City's negligence or other actionable fault is the sole cause of Loss.

(d) Waiver of Statutory Defenses

With respect to the City's rights as set forth herein, the Contractor expressly waives all statutory defenses, including, but not limited to, those under workers compensation, contribution, comparative fault or similar statutes to the extent said defenses are inconsistent with or would defeat the purposes of this Article.

DISPUTE RESOLUTION

City and Contractor agree that disputes relative to the Work shall first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Contractor shall proceed with the Work as per the Contract Documents as if no dispute existed; and provided further that no dispute will be submitted to arbitration without the City's express written consent.

In order to preserve its rights to dispute a matter hereunder, the complaining party must submit a written notice to the other party setting forth the basis for its complaint within twenty (20) calendar days of first

becoming aware of the cause of the dispute. No dispute resolution shall be a condition precedent to any legal action.

INSURANCE

The Contractor shall secure and maintain through the duration of this Contract insurance (on an occurrence basis unless otherwise agreed to) of such types and in such amounts (but not less than the amounts set forth in Section IB-8 of the Instructions to Bidders) as may be necessary to protect the Contractor and the City and agents of the City against all hazards or risks of Loss as hereinafter specified. The form and limits of such insurance, together with the underwriter thereof in each case, shall be approved by the City, but regardless of such approval it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times. Failure of the Contractor to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation, including, but not limited to, the indemnification obligation.

Satisfactory certificates of insurance shall be filed with the City prior to Contractor's starting any construction work on this Contract. The certificates shall state that thirty (30) days written notice will be given to the City before any policy covered thereby is changed or cancelled. Failure by the Contractor to furnish the required insurance within the time specified in the Notice of Award of the Contract by the City may, at the City's option, be the basis for the City's exercising its right to terminate the Contract.

(a) Commercial General Liability - This insurance shall protect the Contractor against all claims arising from the injuries to members of the public or damage to property of others arising out of any act or omission of the Contractor or its agents, employees or Subcontractors. In addition, this policy shall specifically insure the contractual liability assumed by the Contractor under Article GC-16.

The liability limits shall be as stated in the Instructions to Bidders or in the Project Special Provisions.

(b) Automobile Liability - This insurance shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on and off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired.

The liability limits shall be as stated in the Instructions to Bidders or in the Project Special Provisions.

(c) Worker's Compensation and Employer's Liability - This insurance shall protect the Contractor against all claims under applicable state worker's compensation laws. The Contractor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement.

The liability limits shall be as stated in the Instructions to Bidders or in the Project Special Provisions.

RIGHT OF CITY TO TERMINATE CONTRACT

City reserves the right, in its sole discretion and for its convenience and without cause or default on the part of Contractor, to terminate the Contract by providing written notice of such termination to Contractor. Upon receipt of such notice from City, Contractor shall: (1) immediately cease all Work; or (2) meet with City and, subject to City's approval, determine what Work shall be required of Contractor in order to bring the Project to a reasonable termination in accordance with the request of City. If City shall terminate for its convenience as herein provided, City shall: (1) compensate Contractor for actual cost of Work completed to date of termination.

Any termination of the Contract for alleged default by Contractor that is ultimately determined to be unjustified shall automatically be deemed a termination for convenience of the City.

CITY'S RIGHT TO DO WORK

Without otherwise limiting City's rights under the Contract Documents, if Contractor should neglect to prosecute the Work properly or fail to perform any provision of the Contract Documents, City, after three (3) days' written notice to Contractor may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due Contractor.

PAYMENTS

(b) Payment will be made to Contractor monthly from funds available within thirty (30) days of the City's receipt of a proper invoice from the Contractor for work completed.

(i) The acceptance by the Contractor of final payment shall be and shall operate as a release to the City of all claims and all liability to the Contractor other than written claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this Contract and for every act and neglect of the City and others relating to or arising out of this Contract. Any payment, however, final or otherwise, shall not release the Contractor or its sureties from any obligations under the Contract Documents, the Bonds, or insurance coverage's.

PAYMENTS WITHHELD

City may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any request for payment to the extent necessary to protect City from loss on account of:

- (a) Incomplete Work or Defective Work not remedied;
- (c) Damage to City; or
- (d) A breach of this Contract.

ALLOWANCES

Contractor agrees that the Contract Price includes all allowances required by the Contract Documents. Contractor declares that the Contract Price includes all other sums for expenses and overhead and fee on account of allowances as it deems proper. No demand for expenses or overhead and fee other than those included in the Contract Price shall be allowed.

COMPLIANCE WITH LAWS

The Contractor shall be fully familiar with all City, county, state and federal laws, ordinances or regulations which would in any way control the actions or operations of those engaged in the Work under this Contract or which would affect the materials supplied to or by them. It shall at all times observe and comply with all ordinances, laws and regulations and shall protect and indemnify and defend the City and the City's officers and agents against any claims or liability arising from or based on any violation of same.

SAFETY RULES

(a) Contractor shall be responsible for enforcing safety rules to ensure protection of the employees and property of City, to assure uninterrupted production and to assure safe working conditions for Contractor and Subcontractors and their employees and to assure the safety of the general public. In addition to any other rights the City might exercise, Contractor and/or any Subcontractor failing to follow safety rules shall be subject to eviction from the job site and may be refused reentry.

(b) Contractor is expected to establish and enforce a comprehensive safety program for the protection of its personnel, its Subcontractors' personnel, City's employees and all other persons exposed to hazards resulting from Contractor's operations. Items to be included, but not necessarily be limited to, are:

- (1) Personal protective equipment;
- (2) First aid - personnel and facilities;
- (3) Arrangements for medical attention;
- (4) Sanitary facilities;
- (5) Fire protection;
- (6) Signs, signals and barricades;
- (7) Security regulations;
- (8) Safety inspections;
- (9) Designation of persons responsible for the program;
- (10) Reporting forms and procedures;
- (11) Material handling and storage;
- (12) Lines of communication;
- (13) Determination of potential hazards;
- (14) Personnel safety meetings and education;
- (15) Access to work areas;
- (16) Subcontractors involvement in the program;
- (17) Inspections and corrective action.

Contractor is fully responsible for the safety program and any and all methods and procedures provided for therein whether or not City or Consulting Engineer shall have reviewed and/or accepted such program.

WEEKENDS, HOLIDAY AND NIGHT WORK

No Work shall be done between the hours of 6:00 p.m. and 7:00 a.m., nor on weekends or City holidays, without the written approval or permission of the City forty-eight (48) hours in advance in each case, except such Work as may be necessary for the proper care, maintenance and protection of Work already done or of equipment, or in the case of an emergency.

Night Work may be established by the Contractor, as a regular procedure, with the written permission of the City; such permission, however, may be revoked at any time by the City.

NON-DISCRIMINATION/OTHER LAWS

(a) The Contractor agrees that:

- (1) The Contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, ancestry or age;
- (2) In all solicitations or advertisements for employees, the Contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("Commission");
- (3) If the Contractor fails to comply with the manner in which the Contractor reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Contractor shall be deemed to have breached the present Contract and it may be cancelled, terminated or suspended, in whole or in part, by the City;

- (4) If the Contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the Contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the City; and
- (5) The Contractor shall include the provisions of Subsections (1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such Subcontractor or vendor.

The provisions of this Article shall not apply to a contract entered into by a Contractor:

- (A) Who employs fewer than four employees during the term of such contract; or
 - (B) Whose contracts with the City cumulatively total \$5,000 or less during the fiscal year of the City.
- (b) The Contractor further agrees that the Contractor shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this Project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

FEDERAL LOBBYING ACTIVITIES

31 USCS Section 1352 requires all subgrantees, contractors, subcontractors and consultants who receive federal funds via the City to certify that they will not use federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract, grant, loan or cooperative agreements.

In addition, contract applicants, recipients and subrecipients must file a form disclosing any expenditures they make for lobbying out of non-federal funds during the Contract period.

Necessary forms are available from the City Engineer and must be returned to the City with other Contract Documents. It is the responsibility of the general Contractor to obtain executed forms from any Subcontractors who fall within the provisions of the Code and to provide the City with the same.

RECORDS

Contractor shall maintain copies of records pertaining to the construction of this Project for a period of five (5) years from the date of final payment. Such records shall be made available to the City for audit and review purposes upon written request therefor from City or its authorized agent(s) during the construction period and the five (5) year period following final payment.

TITLES, SUBHEADS AND CAPITALIZATION

Titles and subheadings as used herein and other Contract Documents are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Contract Documents. Some terms are capitalized throughout the Contract Documents, but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

NO WAIVER OF RIGHTS

No waiver of any breach of this Contract shall be construed to be a waiver of any other or subsequent breach.

SEVERABILITY

The parties agree that should any provision of the Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason such provision(s) shall be null and void but that the remaining provisions of the Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.

GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Kansas.

VENUE

Venue of any litigation arising in connection with this Agreement shall be the State courts of Johnson County, Kansas.

Scope of Work

Nuisance, Weed, and Tree Abatement Services

SW 1 - Introduction and General Information

The cities of Mission and Roeland Park, Kansas have property maintenance codes. These codes generally require that all properties within each city be kept in a neat and orderly manner with no trash and debris, no overgrown brush or noxious weeds, and no tall grass. Property owners who fail to abide by the code can be cited and given a time period to abate the issues. If the property does not come into compliance with the code within the specified time period, the city may utilize the services of a private contractor to abate the issues and bring the property into compliance with the code.

The City of Mission and the City of Roeland Park are jointly seeking bids from qualified contractors for nuisance (debris), weed, and tree abatement services. The successful bidder will provide nuisance (debris), weed, and tree abatement services, on an as needed basis, for properties that are not in compliance with either city's property maintenance code.

The successful bidder will be selected through a competitive bid process, with the most qualified contractor offering the lowest price for the service being selected.

Interested bidders will be asked to review the Bidding Documents, complete the Bid Form, and submit such to the:

City Clerk
City of Mission
6090 Woodson
Mission, KS 66202

BY NO LATER THAN

4:00 PM LOCAL TIME, THURSDAY, JANUARY 18TH

SW 2 – General Task Description

When it is determined that services are needed, a written work order will be issued by the city to the contractor specifying the location of the property, the exact work that is to be done, and a date and time by which the work shall be completed. When completed, the contractor will invoice the city for the work done based on the prices submitted in the Bid Form and agreed to in the Contract with the city.

SW 3 - Contractor Responsibilities

Contractor is responsible for providing the labor and equipment needed to complete the tasks identified in the work order within the specified time period. Most work orders will require mowing and trimming of lots. On occasions work orders may entail removing debris from a lot, securing property, removing/covering graffiti, or removing a dead or disease tree. Detailed specifications for these tasks are as follows:

A) Specific responsibilities for mowing include:

1. Most residential and commercial lots will require mowing with a small push mower or riding mower. Larger lots (especially vacant), may require the use of a brush-hog.
2. Residential and commercial lots shall be cut to a height no less than four (4) inches.

3. Vegetation should be cut up to the street, including any adjacent ditch, right-of-way, or easement. This includes any area between the property line and the curb or street pavement line of any adjacent street or alley, whether improved or unimproved.
4. Trimming shall be done around all trees, shrubbery, utilities, fence lines, foundations, walkways, lawn statuary, and other items located on the property.
5. All litter and debris must be removed from mowing areas prior to work beginning.
6. Grass and weed clippings must be removed or properly mulched.

B) Specific responsibilities for nuisance/debris include:

1. Proper cleanup, removal and off-site disposal of trash and items as specified on the work order.

C) Specific responsibilities for securing property:

1. Contractor may, on occasion, be asked to take measures to secure a property. This will generally consist of boarding up broken windows, securing open doors, and/or covering any holes that allow the elements to penetrate the interior of the structure.
2. When boarding windows, the board should be cut to the size of the window opening and secured in place with screws.
3. Boarded windows may require painting in a color that compliments or blends with the color of the structure so as not to leave exposed wood visible.
4. Securing of doors may consist of covering the door with a board, cut to fit the doorway (and painting), or securing the door with a latch and padlock.

D) Specific responsibilities for graffiti removal or covering:

1. Contractor may, on occasion, be asked to remove and/or cover graffiti.
2. When possible, graffiti should be removed using power washer and cleansers. If it is determined that power washing and/or cleansers will be harmful to the surface, then the graffiti should be painted over with a suitable color as to blend with the color of the surface area.

E) Specific responsibilities for tree removal include:

1. Provide a written bid for specific tree removal projects prior to the work being done.
2. Receive permission from the City for any closing of sidewalks/streets prior to work being done.
3. Remove and dispose of tree debris.

The contractor will present an invoice for the work when completed. A representative from the city issuing the work order will verify that the work has been completed in accordance with the work order, and will process the invoice for payment. Each city reserves the right to deny payment for any invoice if it believes the work order has not been satisfied.

SW 4 – Contractor Shall Maintain Insurance

The Contractor will be required to maintain insurance in accordance with specifications of the contract (Article GC-18 of the General Conditions) while the contract is in effect. Failure to do so may serve as cause for termination of the contract.

Insurance coverages shall include:

- A) General: The Contractor shall secure and maintain, throughout the duration of the agreement, insurance (on an occurrence basis unless otherwise agreed to) of such types and in at least such amounts as required herein. Contractor shall provide certificates of insurance and renewals thereof on forms provided by the City or on forms acceptable to the City. The City shall be notified by receipt of

written notice from the insurer or the Contractor at least thirty (30) days prior to material modification or cancellation of any policy listed on the Certificate.

- B) Notice of Claim Reduction of Policy Limits: The Contractor, upon receipt of notice of any claim in connection with the agreement, shall promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability.

The Contractor shall monitor and promptly notify the City of any reduction in limits of protection afforded under any policy listed in the Certificate (or otherwise required by the contract documents) if the Contractor's limits of protection shall have been impaired or reduced to such extent that the limits fall below the minimum amounts required herein. The Contractor shall promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

- C) Commercial General Liability: This insurance shall protect the Contractor against all claims arising from the injuries to members of the public or damage to property of others arising out of any act or omission of the Contractor or its agents, employees, or subcontractors.

Limits –

General Aggregate	\$2,000,000/policy limit
Products Liability/Completed Operations	\$1,000,000/occurrence
	\$2,000,000/policy limit
Broad Form Contractual Liability	\$1,000,000/occurrence
	\$2,000,000/policy limit

Policy MUST include the following conditions:

1. **NAME CITY OF MISSION AND CITY OF ROELAND PARK
AS "ADDITIONAL INSURED"**

- D) Automobile Liability: Policy shall protect the Contractor against claims for bodily injury and/or property damage arising from the ownership or use of any owned, hired and/or non-owned vehicle.

Limits (Same as Commercial General Liability) -

Combined Single Limits, Bodily Injury and Property Damage - Each Accident
\$1,000,000/policy limit

Policy MUST include the following condition:

1. **NAME CITY OF MISSION AND CITY OF ROELAND PARK
AS "ADDITIONAL INSURED"**

- E) Umbrella Liability: The Umbrella / Excess Liability must be at least as broad as the underlying general liability and automobile liability policies.

Limits –

Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000

- F) Workers' Compensation: This insurance shall protect the Contractor against all claims under applicable state workers' compensation laws. The Contractor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of workers' compensation law. The policy limits shall not be less than the following:

Workers' Compensation:	Statutory
Employer's Liability:	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit

- G) Owner's Protective Liability: The Contractor shall take out, pay for and deliver to the City, an Owner's Protective Liability insurance policy written on an occurrence basis and naming the City as named insured. The policy shall be maintained during the life of the agreement. Limits of protection shall be at least **\$1,000,000** Combined Single Limits, Bodily Injury and Property Damage, and shall contain no exclusion relative to any function performed by the City or its employees and agents in connection with the project.

SW 5 - City Responsibilities

Each city will be responsible for enforcing its property maintenance codes and administering this contract to abate violations that have not been addressed within the time provided in the codes. In administering the contract, the city will:

1. Determine what properties are in violation of the city's property maintenance code, and should receive the services of the Contractor.
2. Create a work order detailing the work to be done and setting a time period for the work to be completed.
3. Inspect the work when completed to insure that all items listed in the work order were addressed.
4. Process the invoice for payment.

SW 6 - Constraints on the Contractor

Work orders will be completed within 48 hours of being issued. If the contractor cannot complete the work within the stated time period due to weather or other unforeseen reasons, then it should notify the city of such.

Invoices for payment should be received for payment no later than 72 hours after the work has been completed.

In accordance with the noise ordinances, no work will be performed between the hours of 10:00 pm and 7:00 am Monday through Saturday, and between the hours of 10:00 pm and 8:00 am on Sunday. If work is to be done during this time period, such will be approved by the city prior to the work occurring.

If the contractor is ordered off the property, or denied access to the property, the contractor should immediately remove any equipment and leave the property and promptly notify the City. The contractor will be entitled to one (1) hour of compensation at the Contract Price in accordance with the type of work that was scheduled to be performed.

The Contractor is expected to perform all services in a professional manner. The Contractor must exhibit good conduct when working on city jobs.

SW 7 - Evaluation of Contractor Performance

The Contractor will be evaluated on the following criteria:

1. Ability to complete the work order within a reasonable time period.
2. Quality with which the work is done.
3. Professionalism of employees in conducting the work.

SW 8 - Special Conditions

The most qualified and lowest bidder will be selected as the Primary Contractor.

The most qualified and second lowest bidder will be selected as the Secondary Contractor. The Secondary Contractor will be utilized when the Primary Contractor is unable to complete the work order within the specified time frame due to back-log, broken equipment, or other circumstances.

Both the Primary Contractor and the Secondary Contractor will enter into separate contracts with each city.

The contracts will be effective February 1st, 2018 and will be for a period of one (1) year with an option to renew for an additional one (1) year period. Such option will allow for bid prices to be increased in accordance with the Consumer Price Index for the Kansas City Urban Area.

SW 9 - Evaluation of Responses

Bidders will be asked to submit a bid for the hourly cost of performing the services. Such bid should include not only labor, but equipment and any overhead cost.

Bidders will be selected based on the most qualified and lowest bid submitted. Most qualified will be defined as one having the appropriate equipment, experience and skill set to complete the tasks specified in this Scope of Work.

BID FORM
NUISANCE, WEED AND TREE ABATEMENT SERVICES
CITIES OF MISSION AND ROELAND PARK, KANSAS

This Bid Form must be completed and submitted along the required insurance information to:

City Clerk - City of Mission - 6090 Woodson - Mission, Kansas 66202

By no later than 4:00 PM, local time, Tuesday, January 18th, 2018

Company Name: _____

Street Address: _____

City: _____ State: _____ Zip Code _____

Name of Company Representative: _____

Telephone Numbers – Office: _____ Fax: _____ Mobile: _____

E-Mail: _____

Nuisance Abatement: \$ _____ Per man-hour

Weed Abatement: \$ _____ Per man-hour

Tree Abatement: Based on submitted quote at time of service request

Identify all Equipment Owned:

_____ Push/Riding Lawnmower

_____ Chain Saw

_____ Brush Hog

_____ Hand Tools

_____ Weed Eater

_____ Front Loader

Insurance Company and Agent Name: _____

Insurance Company Address: _____

Policy Number: _____

Provide Contact Information for three (3) professional references the City may contact.

I/We, the undersigned, have read the Bidding Documents for the City of Mission and Roeland Park for Nuisance, Weed, and Tree Abatement Services, and are submitting the following bid:

Contractor Name (Print): _____

Contractor (Representative) Signature: _____

Date: _____

CITY OF MISSION, KANSAS

AGREEMENT BETWEEN
CITY OF MISSION, KANSAS
AND CONTRACTOR

NUISANCE, WEED, AND TREE ABATEMENT SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by _____ and _____ between the City of Mission, Kansas, hereinafter the "City", and _____, hereinafter the "Contractor".

WITNESSETH:

WHEREAS, the City has caused to be prepared, in accordance with the law, Notice to Bidders, Instructions to Bidders, Bid, this Agreement, General Conditions, Project Special Provisions, Plans, Specifications and other Contract Documents, as defined in the General Conditions, for the work herein described, and has approved and adopted these said Contract Documents and has caused to be published, in the manner and for the time required by law, an advertisement inviting sealed Bids for furnishing construction materials, labor, tools, equipment and transportation necessary for, and in connection with, the construction of public improvements in accordance with the terms of this Agreement; and

WHEREAS, the Contractor, in response to the advertisement, has submitted to the City, in the manner and at the time specified, a sealed Bid in accordance with the terms of this Agreement; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and canvassed the Bids submitted, and as a result of this canvass has, in accordance with the law, determined and declared the Contractor to be the best responsible bidder for the construction of the public improvements, and has duly awarded to the Contractor a contract therefor upon the terms and conditions set forth in this Agreement and for the sum or sums named in the Bid attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, the parties hereto have agreed, and hereby agree, the City for itself and its successors, and the Contractor for itself, himself/herself or themselves, its, his/her or their successors and assigns, or its, his/her or their executors and administrators, as follows:

ARTICLE I. The Contractor will furnish at its own cost and expense all labor, tools, equipment, materials and transportation required to construct and complete the work as designated, described and required by the Contract Documents, to wit: **NUISANCE, WEED, AND TREE ABATEMENT SERVICES** all in accordance with the Notice to Bidders, Instructions to Bidders, Bid, this Agreement, General Conditions, Project Special Provisions, Plans, Specifications and other Contract Documents as defined in paragraph GC-1 of the General Conditions of the Contract for Construction, on file with the City Clerk of Mission, Kansas, all of which Contract Documents form the Contract, and are as fully a part hereof as if repeated verbatim herein; all work to be done in a good, substantial and workmanlike manner to the entire satisfaction of the City, and in accordance with the laws of the City, the State of Kansas and the United States of America. All terms used herein shall have the meanings ascribed to them in the General Conditions unless otherwise specified.

ARTICLE II. The City shall pay to the Contractor for the performance of the work embraced in this Contract, and the Contractor will accept in full compensation therefor, the sum of _____

DOLLARS (\$_____) (subject to adjustment as provided by the Contract Documents) for all work covered by and included in the Contract award and designated in the foregoing Article I, payment thereof to be made in cash or its equivalent and in the manner provided in the Contract Documents.

ARTICLE III. The Contractor shall commence work upon February 1, 2018 and provide Nuisance, Weed, and Tree Abatement Services for the City through December 31, 2018. The agreement and the Contractor's duty to continue work shall renew for one (1) additional year (January 1 – December 31) periods unless City notifies the Contractor of its intent not to renew at least 30 days before the expiration of the current annual contract term.

ARTICLE IV. The Contractor shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof without previous written consent of the City. In case such consent is given, the Contractor shall be permitted to subcontract a portion thereof, but shall self-perform not less than forty percent (40%) of the total Contract Price based upon the unit prices within the Bid submitted to the City by the Contractor. No subcontracts, or other transfer of Contract, shall release the Contractor of its liability under the Contract and Bonds applicable thereto.

ARTICLE V. Contractor specifically acknowledges and confirms that: (1) it has visited the site, made all inspections it deems appropriate and has read and fully understands the Contract Documents, including all obligations and responsibilities undertaken by it as specified herein and in the other Contract Documents and knowingly accepts same; (2) it has furnished copies of all Contract Documents to its insurance carrier(s) and its surety(ies); and (3) its insurance carrier(s) and surety(ies) agree to be bound as specified herein, in the Contract Documents and in the insurance policy(ies) and bonds as to liability and surety coverage.

ARTICLE VI. It is specifically agreed between the parties executing this Agreement that the Contract Documents are not intended to create any third party beneficiary relationship nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

ARTICLE VII. This Agreement, together with the other Contract Documents, constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except as provided herein or in the other Contract Documents.

ARTICLE VIII. This Agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Kansas.

ARTICLE IX. Should any provision of this Agreement or the other Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement and/or the other Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.

IN WITNESS WHEREOF, the City of Mission, Kansas, has caused this Agreement to be executed on its behalf, thereunto duly authorized, and the said Contractor has executed three (3) counterparts of this Contract in the prescribed form and manner, the day and year first above written.

CITY OF MISSION, KANSAS

ATTEST:

By _____
Steve Schowengerdt
Mayor

Martha Sumrall
City Clerk

APPROVED AS TO FORM:

David Martin
City Attorney

Contractor

(SEAL)

By _____
Title _____ President _____

(If the Contract is not executed by the president of the corporation or general partner of the partnership, please provide documentation which authorizes the signatory to bind the corporation or partnership. If a corporation, Contractor shall furnish City a current certificate of good standing, dated within ten (10) days of the date of this Contract.)

NOTICE TO BIDDERS

First published in The Legal Record, Tuesday, December 26, 2017.

CITIES OF MISSION AND ROELAND PARK, KANSAS

NOTICE TO BIDDERS

Bids for **NUISANCE, WEED, AND TREE ABATEMENT SERVICES** will be received by the City of Mission, Kansas, at the office of the City Clerk, City Hall, 6090 Woodson Street, Mission, Kansas 66202 until 4:00 p.m. local time on **THURSDAY, JANUARY 18TH, 2018**. Any bid received after the designated closing time will be returned unopened.

All bids shall be submitted in sealed envelopes addressed to the City Clerk of Mission, Kansas, and marked **"BID FOR NUISANCE, WEED, AND TREE ABATEMENT SERVICES."** Contractors desiring the Bidding Documents for use in preparing bids may obtain a set of such documents from the City of Mission's Finance Director, Brian Scott, at **bscott@missionks.org** via e-mail, with the subject line reading **"BID FOR NUISANCE, WEED, AND TREE ABATEMENT SERVICES."** Proposers should specifically note the City of Mission prefers questions be submitted by email.

The City shall not be responsible for the accuracy, completeness, or sufficiency of any documents obtained from any source other than the source indicated above. Obtaining copies of Bidding Documents from any other source(s) may result in obtaining incomplete and inaccurate information. Obtaining these documents from any source other than directly from the source listed herein may also result in failure to receive any addenda, corrections, or other revisions to these documents that may be issued.

Contractors should read and be fully familiar with all Bidding Documents before submitting a bid. In submitting a bid, the respondent warrants that it has read the Bid Documents and is fully familiar therewith and that it has visited the site of the work to fully inform itself as to all existing conditions and limitations and shall include in its bid a sum to cover the cost of all items of the work.

Should a respondent find "defects" as defined in paragraph GC-3 of the General Conditions, it shall follow the procedures outlined in paragraph GC-3 to bring same to the attention of City. Changes necessitated thereby shall be in the form of addenda issued by the City.

All respondent shall verify that they have considered all written addenda. The City shall not be responsible for oral instructions.

Any written addenda issued during the time allotted for responses shall be covered and included in the proposal. There will be no clarifications or exceptions allowed on the proposal. Proposals are for a total proposal package, total contract price.

Proposals shall be made upon the form provided in ink or typewritten. Numbers shall be stated both in writing and in figures; the signature shall be long hand; and the complete form shall be without alteration or erasure. On alternate items for which a proposal is not submitted, a written indication of "no bid" on the bid form is required.

No oral, telegraphic, facsimile or telephonic bids or alterations will be considered.

The City reserves the right to accept or reject any and all bids and to waive any technicalities or irregularities therein. Bids may be modified or withdrawn by written request of the bidder received in the office of the City Clerk, prior to the time and date for bid opening; provided, however, that no bidder may withdraw its bid for a period of thirty (30) days from the date set for the opening thereof. **ALL BIDDERS AGREE THAT REJECTION SHALL CREATE NO LIABILITY ON THE PART OF THE CITY BECAUSE OF SUCH REJECTION. IT IS UNDERSTOOD BY ALL BIDDERS THAT AN UNSUCCESSFUL BIDDER HAS NO CAUSE OF ACTION AGAINST THE CITY FOR BID PREPARATION COSTS. THE FILING OF ANY BID IN RESPONSE TO THIS INVITATION SHALL CONSTITUTE AN AGREEMENT OF THE BIDDER TO THESE CONDITIONS.**

2018 NUISANCE ABATEMENT AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2018, by and between the CITY OF ROELAND PARK, KANSAS, hereinafter referred to as the "City," and Custom Tree Care, hereinafter referred to as the "Contractor." It is the intention of the City to use the services of the Contractor to provide services for the City as outlined in this Agreement.

SECTION I - SCOPE OF WORK

The nuisance abatement services shall consist of the work as set forth in the Scope of Work of the 2016 Nuisance Abatement Services (hereinafter, the "Services"), a copy of which is attached hereto and incorporated by reference herein as **Exhibit A**.

SECTION II - COMPENSATION

The City agrees to pay the Contractor an hourly rate amount of \$39.75/hour for the Services specified under this Agreement.

The City agrees to remit payment for each valid invoice received and approved by the Assistant City Administrator or his/her designee within thirty (30) days of receipt of invoice.

The City may request that the Contractor perform work beyond, outside of, or in addition to the Scope of Work specified in this Agreement and such work shall be designated "Additional Services." The City and the Contractor shall negotiate a Scope of Work and compensation for such Additional Services, and the Scope of Work and compensation shall be reflected in a supplemental agreement. The terms and conditions of this Agreement shall apply to any Additional Services provided by the Contractor.

SECTION III - AGREEMENT TERM

The term of this Agreement shall be one with an additional three years in one year increments at the City's option. The agreement expires **December 31, 2018**.

SECTION IV - TERMINATION FOR CONVENIENCE

Notwithstanding the provisions of Section III herein, the City may, at any time, terminate this Agreement in whole or in part for the convenience of the City. The City shall give written notice at least thirty (30) days in advance of the termination to the Contractor specifying that the Agreement or a designated part thereof shall be terminated and when termination becomes effective. Upon receiving the written notice, the Contractor shall incur no further obligations to the City in connection with the termination of Services. On the date set forth in the written notice, the Contractor shall stop Services on behalf of the City to the extent specified and shall invoice the City for Services provided to that date. The City shall compensate the Contractor for all Services satisfactorily completed to date of its receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed.

SECTION V - TERMINATION FOR CAUSE

If either party is violating any of the conditions of this Agreement, the other party may serve written notice of its intention to terminate the Agreement. Unless within thirty (30) days after the serving of the notice a satisfactory arrangement has been made to remedy the breach, this Agreement shall terminate. The City retains the right to withhold the payment or any portion thereof for damages incurred as a result of the Contractor's breach of this Agreement.

SECTION VI - DISPUTE RESOLUTION

The City and the Contractor agree that disputes relative to this Agreement should first be addressed by good faith negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute the Contractor shall proceed with the Services as per this Agreement as if no dispute existed; and provided further that no dispute will be submitted to arbitration without the parties' express written consent.

SECTION VII - INDEPENDENT CONTRACTOR

2018-2020 NUISANCE ABATEMENT AGREEMENT

The Contactor is an independent contractor and as such neither the Contractor nor its personnel are agents or employees of the City.

SECTION VIII – TAXES

The Contractor is responsible for payment of any and all federal, state, and local taxes.

SECTION IX - SUBCONTRACTORS

The Contractor shall not subcontract any portion of the Services to be provided under this Agreement.

SECTION X – INDEMNIFICATION

The Contractor agrees to defend, indemnify, and hold harmless the City and its agents and/or employees from any and all claims, settlements, and judgments arising out of the Contractor's or any of its agents', servants', employees', or subcontractors' negligent acts, and for failure to act in the performance of this Agreement. Neither acceptance of the completed Services nor payment therefore shall release the Contractor of its obligation under this paragraph.

SECTION XI- INSURANCE REQUIREMENTS

(a) General -

The Contractor shall secure and maintain, throughout the duration of this contract, insurance (on an occurrence basis unless otherwise agreed to) of such types and in at least such amounts as required herein. The Contractor shall provide certificates of insurance and renewals thereof on forms provided by the City. The City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the Certificate.

(b) Notice of Claim Reduction of Policy Limits -

The Contractor, upon receipt of notice of any claim in connection with the contract, shall promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability.

The Contractor shall promptly notify the City of any reduction in limits of protection afforded under any policy listed in the Certificate (or otherwise required by the contract) in excess of \$10,000.00, whether or not such impairment came about as a result of this Agreement.

In the event the City shall determine that the Contractor's aggregate limits of protection shall have been impaired or reduced to such extent that the City shall determine such limits inadequate for the balance of the project, the Contractor shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

(c) General Liability -

The Commercial General Liability insurance coverage that is to be provided by the Contractor shall comply with appropriate section. Such insurance shall specifically insure the contractual liability assumed by the Contractor under SECTION X of this Agreement.

MINIMUM INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY POLICY (Complete Certificate "Form B")

General Aggregate:	\$ 1,000,000
Products/Completed Operations Aggregate:	\$ 1,000,000
Personal & Advertising Injury:	\$ 1,000,000
Each Occurrence:	\$ 1,000,000

Policy must include the following conditions:

2018-2020 NUISANCE ABATEMENT AGREEMENT

- a) Broad Form Contractual/Contractually Assumed Liability
- b) Independent Contractors
- c) Broad Form Property Damage

(d) Automobile Liability -

Policy shall protect the Contractor against claims for bodily injury and/or property damage arising from the ownership or use of all owned, hired, and/or non-owned vehicles and must include protection for either:

(A) Any Auto

OR

(B) All Owned Autos;
Hired Autos; and
Non-Owned Autos.

Limits of liability protection required are the SAME as the limits for the Commercial General Liability section. Policy shall insure the contractual liability assumed by the Contractor.

(e) Workers' Compensation and Employer's Liability -

This insurance shall protect the Contractor against all claims under applicable state Workers' Compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law. The policy shall include liability limits not less than the following:

<u>Workers' Compensation:</u>	Statutory
<u>Employer's Liability:</u>	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

(f) Fidelity Bond -

Vendor agrees to purchase and maintain a fidelity bond for its officers, directors, agents, and employees in an amount not less than \$10,000.

(g) Professional Liability Insurance -

This insurance shall not be required for this agreement.

(h) Industry Ratings -

The City will only accept coverage from an insurance carrier who offers proof that it:

- (1) Is licensed to do business in the State of Kansas;
- (2) Carries a Best's policy holder rating of B+ or better; and
- (3) Carries at least a Class X financial rating.

OR

Is a company mutually agreed upon by the City and the Contractor.

(i) Subcontractors' Insurance -

2018-2020 NUISANCE ABATEMENT AGREEMENT

If part of the Agreement is to be sublet, the Contractor shall either:

*Cover all subcontractors in its insurance policies, or

*Require each subcontractor not so covered to secure insurance which will protect subcontractor against all applicable hazards or risks of loss as and in the minimum amounts designated.

Whichever option is chosen, the Contractor shall indemnify and hold harmless the City as to any and all damages, claims, or losses, including attorney's fees, arising out of the acts or omissions of its subcontractors.

SECTION XII - NON-DISCRIMINATION AND OTHER LAWS

A. The Contractor agrees that:

1. The Contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of Services under the present Agreement because of race, religion, color, sex, disability, national origin, ancestry, age, veteran status, gender identity, and sexual orientation.
2. In all solicitations or advertisements for employees, the Contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission (Commission);
3. If the Contractor fails to comply with the manner in which the Contractor reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Contractor shall be deemed to have breached the present Agreement and it may be cancelled, terminated, or suspended, in whole or in part, by the contracting agency;
4. If the Contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the Contractor shall be deemed to have breached the present Agreement and it may be cancelled, terminated, or suspended, in whole or in part, by the contracting agency; and
5. The Contractor shall include the provisions of subsections (A)(1) through (4) in every sub Agreement or purchase order so that such provisions will be binding upon such subcontractor or vendor.

The provisions of this section shall not apply to an Agreement entered into by the Contractor:

- (a) Who employs fewer than four employees during the term of such contract; or
 - (b) Whose contracts with the City cumulatively total \$5,000 or less during the fiscal year of the City.
- B. The Contractor further agrees that the Contractor shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision in the Americans With Disabilities Act (42 U.S.C. 1201 et seq.) as well as all federal, state, and local laws, ordinances, and regulations applicable to this project and to furnish any certification required by any federal, state, or local governmental agency in connection therewith.

SECTION XIII - PROHIBITION AGAINST CONTINGENT FEES

The Contractor warrants that it has not employed or retained any person, firm, or corporation, other than a bona fide employee working solely for the Contractor, to solicit or secure the awarding of this Agreement based upon an arrangement that the person, firm, or corporation would receive any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award of this Agreement. For the breach or violation of the foregoing provision, the City shall have the right to terminate the Agreement without liability and, at its discretion to deduct from the Agreement price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

2018-2020 NUISANCE ABATEMENT AGREEMENT

SECTION XIV - ASSIGNMENT

Parties hereto agree that neither shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other and further agree that this Agreement binds the parties, their successors, trustees, assignees, and legal representatives.

SECTION XV - PRIOR VERBAL OR WRITTEN STATEMENTS NOT BINDING

It is understood and agreed that the written terms and provisions of this Agreement shall supersede all prior verbal and written statements of any and every official and/or other representative of the City and the Contractor and such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any way whatsoever, the written Agreement. In the event that the City issues a purchase order, work order, invoice, or similar document relating to services performed, such purchase order or similar document shall be for the City's administrative purposes only and will not supplement, supersede, modify, or affect any of the terms and conditions set forth herein.

SECTION XVI - APPLICABLE LAW, NONWAIVER

This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Kansas. The waiver of or failure to enforce any term or condition of this Agreement shall not be construed as a waiver of any other term or condition. If any provision is held to be unenforceable by a court or other tribunal, the enforceability of the other provisions shall not be affected.

SECTION XVII – BUDGET/CASH BASIS LAW

The City is obligated only to make payments under this Agreement as may be lawfully made from funds budgeted and appropriated for the purposes as set forth in this Agreement during the City's current (2015) budget year. In the event the City does not so budget and appropriate the funds, the parties acknowledge and agree that they shall be relieved from all obligations, without penalty, under this Agreement.

SECTION XVIII - SEVERABILITY CLAUSE

Should any provision of this Agreement be determined to be void, invalid, unenforceable, or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

SECTION XIX – ENTIRE AGREEMENT

The terms and conditions contained herein including any exhibits, the 2017-2019 Tree Maintenance Services and the Contractor's response to the RFP constitute the entire and exclusive Agreement between the Parties. The 2017-2019 Tree Maintenance Services and the Contractor's response to the RFP are hereby full incorporated by reference and made a part of this Agreement. In the event of a conflict between any terms or conditions in this Agreement, the RFP or the response to the RFP, the terms and conditions of the Agreement shall take precedence.

SECTION XX - EXECUTION OF AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officials on the day and year first above written.

ATTEST:

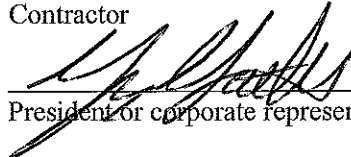
CITY OF ROELAND PARK, KANSAS

Kelley Bohon
City Clerk

Mike Kelly
Mayor

2018-2020 NUISANCE ABATEMENT AGREEMENT

Contractor



President or corporate representative

CORPORATE ACKNOWLEDGMENT

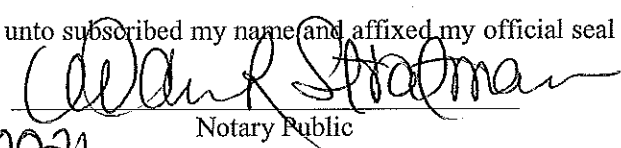
STATE OF Kansas)
COUNTY OF Shawnee) SS.

BE IT REMEMBERED that on this 19th day of February, 2018, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Greg Sathers,

President of Custom Tree Care, Inc., a corporation duly organized, incorporated, and existing under and

by virtue of the laws of Kansas, who are personally known to me to be such officer and who are personally known to me to be the same person who executed as such officer the within instrument on behalf of said Corporation, and such person duly acknowledged the execution of the same to the act and deed of said Corporation.

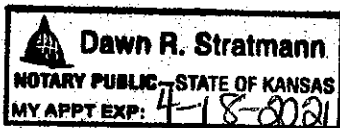
IN WITNESS WHEREOF, I have here unto subscribed my name and affixed my official seal the day and year last above written.



Notary Public

My Appointment Expires 4-18-2021

(If the AGREEMENT is not executed by the president of the corporation or general partner of the partnership, please provide documentation which authorizes the signatory to bind the corporation or partnership.)



2018-2020 NUISANCE ABATEMENT AGREEMENT

SCOPE OF WORK (Exhibit A)

A) Specific responsibilities for mowing include:

1. Most residential and commercial lots will require mowing with a small push mower or riding mower. Larger lots (especially vacant), may require the use of a brush-hog.
2. Residential and commercial lots shall be cut to a height no less than three (3) inches.
3. Vegetation should be cut up to the street, including any adjacent ditch, right-of-way, or easement. This includes any area between the property line and the curb or street pavement line of any adjacent street or alley, whether improved or unimproved.
4. Trimming shall be done around all trees, shrubbery, utilities, fence lines, foundations, walkways, lawn statuary, and other items located on the property.
5. All litter and debris must be removed from mowing areas prior to work beginning.
6. Grass and weed clippings must be removed or properly mulched.
7. All work orders shall be completed within 48 hours of the request.

B) Specific responsibilities for nuisance/debris include:

1. Proper cleanup, removal and off-site disposal of trash and items as specified on the work order.
2. All work orders shall be completed within 48 hours of the request.

C) Specific responsibilities for securing property:

1. Contractor may, on occasion, be asked to take measures to secure a property. This will generally consist of boarding up broken windows, securing open doors, and/or covering any holes that allow the elements to penetrate the interior of the structure.
2. When boarding windows, the board should be cut to the size of the window opening and secured in place with screws.
3. Boarded windows may require painting in a color that compliments or blends with the color of the structure so as not to leave exposed wood visible.
4. Securing of doors may consist of covering the door with a board, cut to fit the doorway (and painting), or securing the door with a latch and padlock.
5. All work orders shall be completed within 24 hours of the request.

D) Specific responsibilities for graffiti removal or covering:

1. Contractor may, on occasion, be asked to remove and/or cover graffiti.
2. When possible, graffiti should be removed using power washer and cleansers. If it is determined that power washing and/or cleansers will be harmful to the surface, then the graffiti should be painted over with a suitable color as to blend with the color of the surface area.
3. All work orders shall be completed within five business days of the request.

E) Specific responsibilities for tree removal include:

1. Provide a written bid for specific tree removal projects prior to the work being done.
2. Receive permission from the City for any closing of sidewalks/streets prior to work being done.

2018-2020 NUISANCE ABATEMENT AGREEMENT

3. Remove and dispose of tree debris.
4. All work orders shall be completed within 48 hours of the request.

F) Documentation Requirements:

1. All requests for abatements will be sent by the Code Enforcement officer or a designee to the contractor. Only City authorized requests will be honored for payment.
2. The contractor must take a time/date stamped photo of any lot prior to abatement and a time/date stamped photo after abatement. Copies of these photos shall accompany the invoices submitted to the City for the work performed.

The contractor will present an invoice for the work when completed. A representative from the city issuing the work order will verify that the work has been completed in accordance with the work order, and will process the invoice for payment. The City reserves the right to deny payment for any invoice if it believes the work order has not been satisfied. Payment will be issued only if the work has been completed.

NOTE: **The work requested from Contractor will be based on need. The City does not guarantee a specific number of requests or work for Contractor.**

1. The undersigned further agrees to begin upon the time schedule stated in the Notice to Proceed, and to complete the work, if this proposal is accepted, within 30 calendar days from start date.

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

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

2018-2020 NUISANCE ABATEMENT AGREEMENT

DATED in Monday this 19th day of February, 2018.

COMPANY: Custom Tree Care, Inc.

ADDRESS: 3722 SW Spring Creek Ln, Topeka, KS 66610

BY: 
(SIGNATURE)

TITLE: President

TELEPHONE NO: (785) 478-9805

Item Number: DISCUSSION ITEMS- II.-4.
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: **2019 Residential Street Reconstruction - Design Task Order**
Item Type: Discussion

Recommendation:

Staff recommends Council approve design & inspection task order No.8 with Larkin, Lamp, Ryneerson for the design of the City's 2019 Neighborhood Street Reconstruction Project at a cost not to exceed \$70,814.94

Details:

Staff recommends the 2019 Neighborhood Street Reconstruction Project street be Rosewood Street - Alder Drive to W. 55th Street.

Background: The City of Roeland Park has budgeted \$800k bi-annually for neighborhood street reconstruction. City staff and Larkin Lamp Ryneerson considered streets in the City for reconstruction based on several factors, including:

- **Current pavement condition:** Streets with Pavement Condition Indexes below 40 were generally considered to be candidates, as those streets suffer from base failures and have exceeded their design life.
- **Maintenance status:** The streets under consideration have not had recent surface treatments or overlays.
- **Sidewalks:** Where possible within the budget and other considerations, the City would like to include expansion of the high and medium priority sidewalk network listed in the sidewalk master plan.
- **Budgetary constraints:** The program is a “pay as you go (PAYG)” program, so that each year’s project cost estimates should be within the ability to fund the project.

Public Works staff and the City Engineer evaluated the criteria for each candidate street,

performed field inspections to verify conditions, and estimated costs and conformance with program criteria.

How does item relate to Strategic Plan?

Fulfills City's commitment to invest into infrastructure needs

How does item benefit Community for all Ages?

Street improvements will include: New pavement, sidewalk, lighting for safe and comfortable experience for all ages.

Additional Information

Budget Impact: The Neighborhood Street Reconstruction program funds should be allocated in such a manner that each year's project can be funded on a PAYG basis. Any remaining funds should be carried over to the next year of the program. Unlike some other projects, including street maintenance, the street selection cannot be expanded or contracted to fit a specific budget. Additionally, in this case it is likely that staff will recommend up to three blocks of Canterbury Street, north of 51st Street, for funding in the next annual program. The Canterbury project cost estimate will likely exceed the \$800k annual funding, and will require additional funding to complete. After the 2019 NSRP project is completed a full funding evaluation can be made regarding a recommendation for the next annual program.

ATTACHMENTS:

Description	Type
▣ LLR Design Task Order	Backup Material
▣ potential Reconstruction Projects Map	Backup Material
▣ Potential Reconstruction Projects Cost Outlook	Backup Material

City of Roeland Park – 2018 Neighborhood Street Reconstruction Project

Contract: 2018 Neighborhood Street Reconstruction Project

Ordinance or Resolution:

Task Agreement No: 8

Funding Amount: \$70,814.00

Purchase Order No:

Project Title: 2018 Neighborhood Street Reconstruction Project

Contractor/Consultant:
Larkin Lamp Ryneerson
9001 State Line Road, Suite 200
Kansas City, MO 64114

Division and Staff Project Manager:
Civil Design Group
Daniel G. Miller, P.E. – Civil Design Group Leader

Project Management Manual reviewed:

Attachments (Gantt Chart, etc.): None

PROJECT Scope (can be in the form of an attachment):

1. See attachment

The attached services will be provided for an hourly rate not to exceed \$70,814.00, including direct expenses.

Staff Signatures

Mayor:

Mike Kelly

City Administrator:

Keith Moody

Signature: _____

Date: _____

Signature: _____

Date: _____

Partner Signatures

Project Manager:

Daniel G. Miller, P.E.

Signature: _____

Date: 2/1/2018

Company Principal (if different):

Tony O'Malley, P.E.

Signature: _____

Date: _____

Project Type: Design ☒ Construction ☒ Property Acquisition _____ Conceptual/Problem Solving _____ Surveying _____

Project Discipline(s): Transportation ☒ Planning _____ Water _____ Wastewater _____ Stormwater _____

Report(s) Received:

Work on File:

This Task Agreement is subject to all the provisions included in the On-Call Professional Services Agreement, Public Works Department, Engineering Division by and between the City and Larkin Lamp Ryneerson (Professional), dated 1/1/2017.

Attach scope of work, budget, and other supporting material

Fee Proposal for 2018 Neighborhood Street Reconstruction Program
Rosewood Street - Alder Drive to W. 55th Street
City of Roeland Park, Kansas
Larkin Lamp Rynearson
February 1, 2018

Phase/Task	Group Leader	Project Designer IV	Project Engineer II	Admin.	TOTAL
	\$210.00	\$98.00	\$91.00	\$59.00	
Topographic Survey*					\$6,750
O/E Documents (22 @ \$350.00 Each)					\$7,700
Easements (22 @ \$150.00 Each)					\$3,300

Final Design

1 Prepare Final Plans	4	60	40		104
2 Prepare Permit Applications (KS NOI)	1	2	4		7
3 Utility Meetings, Coordination, Updates	3	3	8		14
4 Coordinate Easement Documents/Layout	2	8	8	16	34
5 Neighborhood/Council Meetings (assume 2)	3		6		9
6 Prepare Final Opinion of Probable Const. Costs	2	4	4		10
7 Subconsultant Coordination	4		2		6
8 Prepare Bid Documents and Specifications	2		16	4	22
TOTAL HOURS	21	77	88	20	206
TOTAL LABOR COST	\$4,410	\$7,546	\$8,008	\$1,180	\$21,144

Bidding

9 Answer Questions during Bidding			2		2
10 Prepare Engineer's Estimate	0.5		1		1.5
11 Attend Bid Opening	1		1		2
12 Tabulate Bids		2	2	1	5
13 Analyze Bids and Recommend Bidder	0.5		2		2.5
TOTAL HOURS	2	2	8	1	13
TOTAL LABOR COST	\$420	\$196	\$728	\$59	\$1,403

Engineering, Survey, Easements \$40,297.00

Construction Phase Services

14 Conduct Pre-Construction Conference	2		4		6
15 Review Shop Drawings	1		8		9
16 Review Pay Requests	1		6		7
17 Answer Questions during Construction	1		2		3
18 Perform Final Walk Through	2		2		4
19 Prepare Record Drawings		2	4		6
TOTAL HOURS	7	2	26		35
TOTAL LABOR COST	\$1,470	\$196	\$2,366		\$4,032

EXPENSES

Item	Quantity	Cost	Total
Reproduction Costs	20	\$4.00	\$80.00
Mileage	60	\$0.54	\$32.10
TOTAL EXPENSES			\$112.10

Construction Observation Services

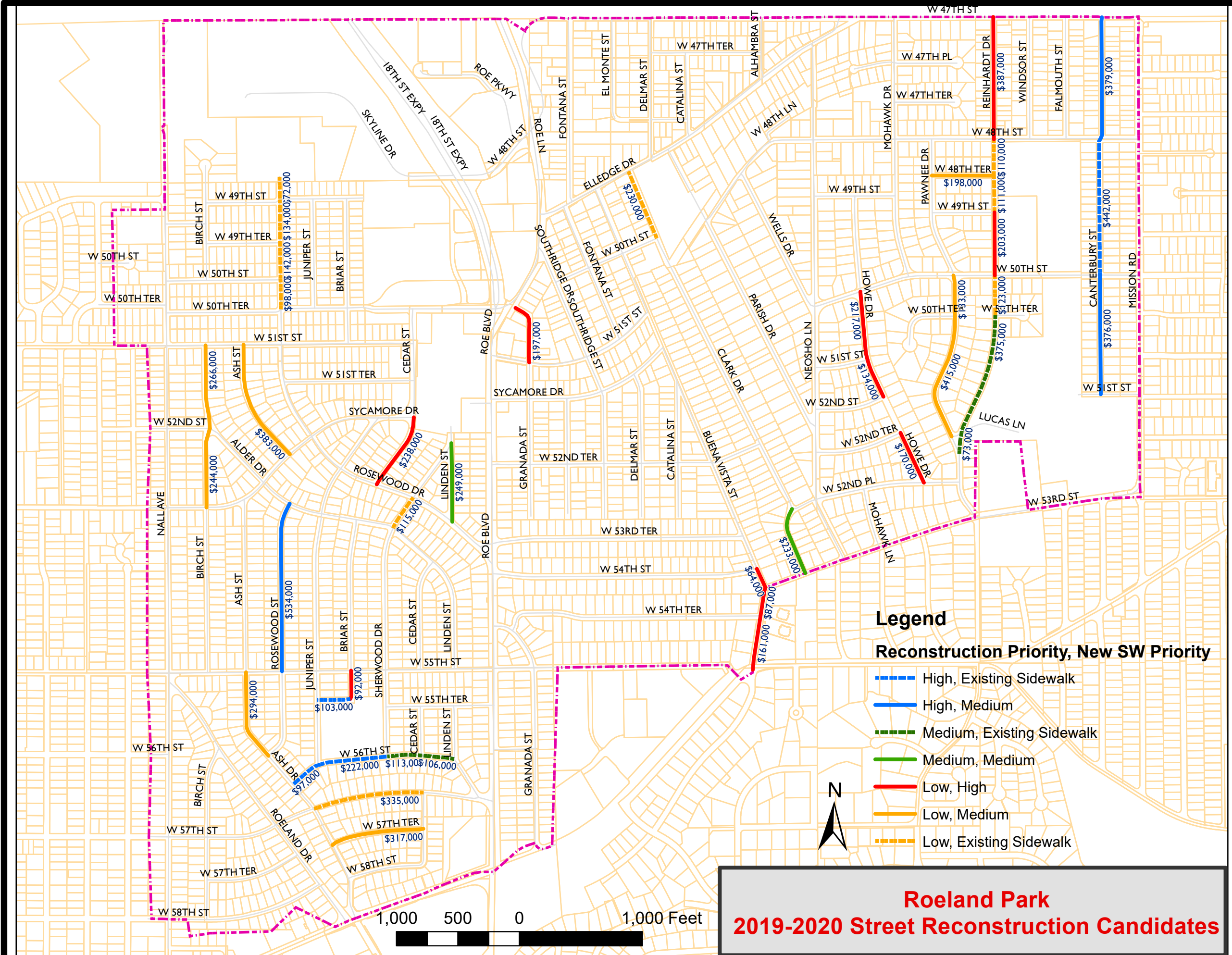
Part Time Construction Observation				
1 Construction Observation (Approx. 16 weeks)	20	240		260
TOTAL HOURS	20	240		260
TOTAL LABOR COST	\$4,200.00	\$21,840.00		\$26,040.00
		Mileage @ \$0.535	624	\$333.84
* Work to be done by Survey Subconsultant		CONSTRUCTION OBSERVATION FEE		\$26,373.84

Construction Services Fee \$30,517.94

Notes:

1 Construction Observation Based on approximately 3 Site Visits per week, 5 hours/visit.

Total \$70,814.94



- Legend**
Reconstruction Priority, New SW Priority
- High, Existing Sidewalk (Blue dashed line)
 - High, Medium (Blue solid line)
 - Medium, Existing Sidewalk (Green dashed line)
 - Medium, Medium (Green solid line)
 - Low, High (Red solid line)
 - Low, Medium (Orange solid line)
 - Low, Existing Sidewalk (Orange dashed line)

Roeland Park
2019-2020 Street Reconstruction Candidates



LARKIN
LAMP RYNEARSON

9001 State Line Road Suite 200
Kansas City Missouri 64114
(816) 361-0440 www.LRA-inc.com

Street Reconstruction Cost Estimate			
Roeland Park, KS			
Item No.	Item Description	Unit	Price
1	6" Asphalt	LF	\$ 65.00
2	6" Aggregate	LF	\$ 15.00
3	Temporary Aggregate	LF	\$ 3.75
4	Curb and Gutter	LF	\$ 30.00
5	Sidewalk	LF	\$ 45.00
6	Street Lighting	LF	\$ 33.00
7	Storm Inlet Tops	LF	\$ 7.50
8	Sodding	LF	\$ 8.00
		Subtotal	\$ 207.25
9	Mobilization	L.S.	5%
10	Clearing, Grubbing, Demolition	L.S.	10%
11	Erosion Control	L.S.	2%
12	Grading	L.S.	3%
13	Traffic Control	L.S.	2%
14	Construction Staking	L.S.	3%
		subtotal	25%
		LS+LF	\$ 259.06
15	Driveways	Per Drive	\$ 1,300.00
16	Sidewalk Ramps	Per Ramp	\$ 1,700.00

Section ID	Street	From	To	Projected 2017 PCI	Length	Cost	# of Drives	# of Ramps	Ramps/ Drives Cost	Subtotal	Contingency (15%)	Total Construction Cost (Without Engineering)	Engineering and Survey (12%)	CO&CA (7%)	Total Project Cost
0000003180	ASH DR	W 55TH ST	ROSEWOOD ST	15	741.3	\$192,043	15	2	\$22,900	\$214,943	\$32,241	\$247,184	\$29,662	\$17,303	\$294,000
0000002680	ASH ST	W 51ST ST	SYCAMORE DR	18.2	1011.5	\$262,042	11	2	\$17,700	\$279,742	\$41,961	\$321,703	\$38,604	\$22,519	\$383,000
0000002690	BIRCH ST	W 51ST ST	W 52ND ST	15	677.3	\$175,463	12	2	\$19,000	\$194,463	\$29,169	\$223,632	\$26,836	\$15,654	\$266,000
0000002700	BIRCH ST	W 52ND ST	SYCAMORE DR	15	645.1	\$167,121	6	2	\$11,200	\$178,321	\$26,748	\$205,069	\$24,608	\$14,355	\$244,000
0000003080	BRIAR ST	W 55TH ST	W 55TH TER	75.7	232	\$60,103	3	2	\$7,300	\$67,403	\$10,110	\$77,513	\$9,302	\$5,426	\$92,000
0000001350	BUENA VISTA ST	W 54TH ST	W 53RD ST	29.7	168.2	\$43,574	0	2	\$3,400	\$46,974	\$7,046	\$54,020	\$6,482	\$3,781	\$64,000
0000001360	BUENA VISTA ST	W 53RD ST	W 54TH TER	59	233.2	\$60,413	0	2	\$3,400	\$63,813	\$9,572	\$73,385	\$8,806	\$5,137	\$87,000
0000001370	BUENA VISTA ST	W 54TH TER	END	58.9	441.9	\$114,480	0	2	\$3,400	\$117,880	\$17,682	\$135,562	\$16,267	\$9,489	\$161,000
0000000240	CANTERBURY ST	W 47TH ST	W 48TH ST	15	986.2	\$255,487	14	2	\$21,600	\$277,087	\$41,563	\$318,651	\$38,238	\$22,306	\$379,000
0000000250	CANTERBURY ST	W 48TH ST	W 50TH ST	15	1112	\$288,078	24	2	\$34,600	\$322,678	\$48,402	\$371,079	\$44,529	\$25,976	\$442,000
0000000260	CANTERBURY ST	W 50TH ST	W 51ST ST	15	967.5	\$250,643	16	2	\$24,200	\$274,843	\$41,226	\$316,069	\$37,928	\$22,125	\$376,000
0000002510	CEDAR ST	SYCAMORE DR	ROSEWOOD DR	100	634.3	\$164,323	5	2	\$9,900	\$174,223	\$26,134	\$200,357	\$24,043	\$14,025	\$238,000
0000001250	CLARK DR	ELLEDEGE DR	W 50TH ST	15.8	590.9	\$153,080	9	2	\$15,100	\$168,180	\$25,227	\$193,407	\$23,209	\$13,538	\$230,000
0000001280	CLARK DR	W 52ND PL	W 53RD ST	16.3	558.7	\$144,738	17	2	\$25,500	\$170,238	\$25,536	\$195,774	\$23,493	\$13,704	\$233,000
0000001630	GRANADA ST	END	W 51ST ST	15	497.8	\$128,961	9	2	\$15,100	\$144,061	\$21,609	\$165,671	\$19,880	\$11,597	\$197,000
0000000800	HOWE DR	W 50TH ST	W 51ST ST	15	558.9	\$144,790	8	2	\$13,800	\$158,590	\$23,789	\$182,379	\$21,885	\$12,766	\$217,000
0000000810	HOWE DR	W 51ST ST	W 52ND ST	28.8	324.3	\$84,014	8	2	\$13,800	\$97,814	\$14,672	\$112,486	\$13,498	\$7,874	\$134,000
0000000850	HOWE DR	W 52ND TER	W 52ND PL	58.7	445.5	\$115,412	4	2	\$8,600	\$124,012	\$18,602	\$142,614	\$17,114	\$9,983	\$170,000
0000003000	LINDEN ST	SHERWOOD DR	ROSEWOOD DR	15	639.4	\$165,645	10	2	\$16,400	\$182,045	\$27,307	\$209,351	\$25,122	\$14,655	\$249,000
0000000600	PAWNEE DR	W 50TH ST	W 50TH TER	38.8	331.4	\$85,853	6	2	\$11,200	\$97,053	\$14,558	\$111,611	\$13,393	\$7,813	\$133,000
0000000610	PAWNEE DR	W 50TH TER	LUCAS LN	15	1036.4	\$268,492	24	2	\$34,600	\$303,092	\$45,464	\$348,556	\$41,827	\$24,399	\$415,000
0000000290	REINHARDT DR	W 47TH ST	W 48TH ST	26.6	992.4	\$257,094	17	2	\$25,500	\$282,594	\$42,389	\$324,983	\$38,998	\$22,749	\$387,000
0000000300	REINHARDT DR	W 48TH ST	W 48TH TER	24	295.8	\$76,631	0	2	\$3,400	\$80,031	\$12,005	\$92,035	\$11,044	\$6,442	\$110,000
0000000310	REINHARDT DR	W 48TH TER	W 49TH ST	15	299.8	\$77,667	0	2	\$3,400	\$81,067	\$12,160	\$93,227	\$11,187	\$6,526	\$111,000
0000000320	REINHARDT DR	W 49TH ST	W 50TH ST	15	510.1	\$132,148	10	2	\$16,400	\$148,548	\$22,282	\$170,830	\$20,500	\$11,958	\$203,000
0000000330	REINHARDT DR	W 50TH ST	W 50TH TER	17.7	323.4	\$83,781	2	2	\$6,000	\$89,781	\$13,467	\$103,248	\$12,390	\$7,227	\$123,000
0000000340	REINHARDT DR	W 50TH TER	LUCAS LN	100	1003.9	\$260,073	8	2	\$13,800	\$273,873	\$41,081	\$314,954	\$37,794	\$22,047	\$375,000
0000000350	REINHARDT DR	LUCAS LN	PAWNEE DR	15.3	171.4	\$44,403	4	2	\$8,600	\$53,003	\$7,950	\$60,954	\$7,314	\$4,267	\$73,000
0000002340	ROSEWOOD DR	END	W 49TH ST	59.4	185.2	\$47,978	1	2	\$4,700	\$52,678	\$7,902	\$60,580	\$7,270	\$4,241	\$72,000
0000002350	ROSEWOOD DR	W 49TH ST	W 49TH TER	100	350	\$90,672	3	2	\$7,300	\$97,972	\$14,696	\$112,668	\$13,520	\$7,887	\$134,000
0000002360	ROSEWOOD DR	W 49TH TER	W 50TH ST	100	300.8	\$77,926	17	2	\$25,500	\$103,426	\$15,514	\$118,940	\$14,273	\$8,326	\$142,000
0000002370	ROSEWOOD DR	W 50TH ST	W 50TH TER	15.4	244	\$63,211	4	2	\$8,600	\$71,811	\$10,772	\$82,583	\$9,910	\$5,781	\$98,000
0000003150	ROSEWOOD ST	ALDER DR	W 55TH ST	15	1373.6	\$355,848	24	2	\$34,600	\$390,448	\$58,567	\$449,015	\$53,882	\$31,431	\$534,000
0000003020	SHERWOOD DR	ROSEWOOD DR	LINDEN ST	15	300.5	\$77,848	2	2	\$6,000	\$83,848	\$12,577	\$96,426	\$11,571	\$6,750	\$115,000
0000000630	W 48TH TER	REINHARDT DR	PAWNEE DR	15	504.3	\$130,645	8	2	\$13,800	\$144,445	\$21,667	\$166,112	\$19,933	\$11,628	\$198,000
0000003090	W 55TH TER	BRIAR ST	JUNIPER ST	15	271.9	\$70,439	1	2	\$4,700	\$75,139	\$11,271	\$86,410	\$10,369	\$6,049	\$103,000
0000003300	W 56TH ST	LINDEN ST	CEDAR ST	18.2	265.5	\$68,781	4	2	\$8,600	\$77,381	\$11,607	\$88,988	\$10,679	\$6,229	\$106,000
0000003310	W 56TH ST	CEDAR ST	SHERWOOD DR	15	280.9	\$72,771	5	2	\$9,900	\$82,671	\$12,401	\$95,071	\$11,409	\$6,655	\$113,000
0000003320	W 56TH ST	SHERWOOD DR	JUNIPER ST	15	567.9	\$147,122	9	2	\$15,100	\$162,222	\$24,333	\$186,555	\$22,387	\$13,059	\$222,000
0000003330	W 56TH ST	JUNIPER ST	ASH DR	16.2	256.2	\$66,372	1	2	\$4,700	\$71,072	\$10,661	\$81,733	\$9,808	\$5,721	\$97,000
0000003360	W 57TH ST	CEDAR ST	ASH DR	17.9	911.7	\$236,187	4	2	\$8,600	\$244,787	\$36,718	\$281,505	\$33,781	\$19,705	\$335,000
0000003440	W 57TH TER	CEDAR ST	ASH DR	15	759.3	\$196,706	24	2	\$34,600	\$231,306	\$34,696	\$266,002	\$31,920	\$18,620	\$317,000

Item Number: DISCUSSION ITEMS- II.-5.
Committee 2/19/2018
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 2/14/2018
Submitted By: Jose Leon, Director of Public Works
Committee/Department: Public Works
Title: **2018 Mowing Agreement - Next to Nature**
Item Type: Agreement

Recommendation:

Staff recommends for Council to approve the 2018 Building, Park, & Traffic Island Lawn Mowing Agreement with Next to Nature.

Details:

This is the 3rd renewal for the Contractor Mowing Agreement with Next to Nature. Staff believes Next to Nature has performed well in their efforts and has been very responsive to any issues that have arose in the past couple years.

A couple changes to this agreement are:

- String trimming and walking trail string trimming each mowing at R Park. This will help combat grass that wants to grow over the trail.
- String trimming walking trail at Nall Park.

All cost per site is the same as 2016. This agreement continues to provide financial savings for Roeland Park and allows the Public Works Department to focus efforts on Street Maintenance, Park's Maintenance, and Greenspace Maintenance during the Spring, Summer, and Fall months. The mowing will begin first full week of April and end the week of October 15th, 2018. This allows for 29 weeks of coverage.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
📎 2018 Next to Nature Mowing Agreement	Backup Material
📎 2016 Mowing Cost Analysis	Backup Material

**Project Manual
For Building, Park, & Traffic Island Lawn Mowing**

2018



**Department of Public Works
City of Roeland Park, Kansas
4600 W. 51st Street
Roeland Park, Kansas 66205
(913) 722-2600**

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CITY OF ROELAND PARK, KANSAS
BUILDING, PARK, &TRAFFIC ISLAND LAWN MOWING
NOTICE TO BIDDERS

Sealed bids shall be received by the City of Roeland Park, Kansas, at the office of the City Clerk until 10:00 A.M., Central Legal Time on Friday, February 26th, 2016 for the maintenance mowing, complete, of the Building, Park, & Traffic Island Lawn Mowing, said work to include: Mowing, Trimming, Edging and Litter Removal.

All bids shall be submitted in sealed envelopes addressed to the City of Roeland Park, Kansas, and shall be clearly marked "BUILDING, PARK, & TRAFFIC ISLAND LAWN MOWING". At the above stated time and place, all bids shall be publicly opened and read aloud. Bids received after the designated closing time will be returned unopened.

Copies of the Contract Documents are on file at: the City Clerks Office, 4600 W. 51st Street, Roeland Park, Kansas 66205.

Each bidder shall file with their bid proposal a cashier's check, certified check, or bid proposal bond, drawn on an acceptable bank in an amount of five percent (5%) of the total amount of the bid.

Nonresident corporations that are not already registered with the Kansas Secretary of State, and all nonresident individuals and partnerships are required by law to register with the Director of Revenue, State Office Building, Topeka, Kansas, and to pay a fee of Ten Dollars (\$10.00) for each and every contract, as a precedent to commencing work on the contract. For contracts in excess of Ten Thousand Dollars (\$10,000.00) the foreign contractor shall file with the Director of Revenue an acceptable bond in amount of ten percent (10%) of the contract.

No bid may be withdrawn within a period of thirty (30) calendar days from and after the date fixed for opening bids.

The Owner reserves the right to reject any or all bids, and to waive any informalities or irregularities therein.

In accordance with various Federal and State civil rights legislation, the City of Roeland Park does not discriminate against individuals regardless of race, ethnicity, color, religion, gender, national origin, age, marital status, medical condition or disability.

Kelley Bohon, City Clerk

INSTRUCTIONS TO BIDDERS

IB-1 PROPOSALS

All proposals must be made on the forms provided in this bound copy of the Contract Documents. All proposals must be legibly written in ink. No alterations in proposals or in printed forms therefore by erasures, deletions or interpolations will be accepted unless each alteration is signed or initiated by the Bidder; if initialed, the Owner may require the Bidder to identify the alteration so initialed. No erasures, interpolations or other physical changes shall be made by anyone in any bid, after its submission by the Bidder. **Each proposal submitted shall be enclosed in a sealed envelope, plainly marked "Building, Park, & Traffic Island Lawn Mowing"**. In checking proposals, all unit prices shall govern, and any error in item totals shall be corrected to reflect the unit price proposed.

IB-2 PROPOSAL GUARANTEE

Each proposal shall, as a guarantee of good faith on the part of the Bidder, be accompanied by either a cashier's check, certified check or bid bond drawn on a Company meeting the criteria established in IB-13(a) in an amount of not less than five percent (5%) of the total bid. The proposal guarantee shall be made payable without condition to

The City of Roeland Park, Kansas

Herein referred to as the Owner, and the amount of the check may be retained by and forfeited to said Owner as liquidated damages if such proposal is accepted and the contract is awarded, and the Bidder fails to enter into a contract in the form prescribed, within ten (10) days after such award is made by the Owner.

IB-3 SIGNATURES OF BIDDERS

Each Bidder shall sign its bid proposal, using its usual signature and giving its full business address. Bid proposals by partnerships shall be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signatures and designation of the person signing. Bid proposals by corporations shall be signed by the president, secretary or other person authorized to bind it in the matter. The names of all persons signing should also be typed or printed below the signature. A bid proposal by a person who affixes to its-signature the word "president", "secretary", "agent" or other designation without disclosing its principal may be held to be the bid proposal of the individual signing. When requested by the Owner, satisfactory evidence of the authority of the officer signing in behalf of the corporation would be furnished.

Each Bidder, by submitting its Bid Proposal, represents that:

- a. Bidder has read and understands the Bidding Documents, acknowledges that the documents are of sufficient detail and scope to understand the terms and conditions for performance, and its Bid Proposal is made in accordance therewith;
- b. Bidder has familiarized itself with Federal, State and local laws, ordinances, rules and regulations which may in any manner affect cost, progress and the complete and timely performance of all work required by these instructions, documents and specifications [the "Work"];c. Bidder has visited the site, has familiarized itself with the local conditions under which the Work is to be performed, has reviewed all public reports, inspections and other documents relating to the project and has correlated its observations with the requirements of the proposed Contract Documents;
- d. Bidder's Bid Proposal is based upon the materials, systems and equipment required by the Bidding Documents, without exception.

IB-4 QUALIFICATIONS OF BIDDERS

In determining the lowest responsible bidder, the following elements will be considered: Whether the Bidder involved (a) maintains a permanent place of business; (b) has adequate plant and equipment to do the Work properly and expeditiously; (c) has suitable financial status to meet obligations incidental to the Work; (d) has appropriate technical experience; and has performed satisfactorily.

Each Bidder may be required to show that former work performed by the bidder has been handled in such manner that there are no just or proper claims pending against such work. No Bidder will be acceptable if the bidder is engaged on any other work which impairs its ability to finance this contract or provide proper equipment for the proper execution of same. Each Bidder shall demonstrate its ability by meeting all requirements herein stipulated if asked for them.

IB-5 LOCAL CONDITIONS AFFECTING WORK

Each Bidder shall visit the site of the Work and thoroughly and fully inform itself relative to construction hazards and procedure, labor and all other conditions and factors, local and otherwise, which would affect the prosecution and completion of the Work and the cost thereof, including the availability and cost of labor and available facilities for transportation, handling and storage of materials and equipment. The Contractor shall inform itself of natural hazards, drainage, runoff, structure locations and other special features of the Work. It must be understood and agreed that all such factors have been properly investigated and considered in the preparation of every bid proposal submitted as there will be no subsequent financial adjustment to any contract awarded there under, which is based on the lack of such prior information or its effect on the cost of the Work.

IB-6 TAXES

It is the intention of the Owner to secure an Exemption Certificate for this project permitting the Contractor to purchase materials without payment of the sales or compensating tax. All Bidders shall make allowance for this exemption and shall prepare their bid proposals to reflect the exemption from sales or compensating taxes. Two copies of State of Kansas Project Completion Certification (Form STD-77) will be furnished to City by the Kansas Department of Revenue upon issuance of a tax exemption number. Two copies of the Project Completion Certification will be forwarded to Contractor and must be signed and returned to City upon completion of the project. City will forward one (1) copy of the Project Completion Certification to the Kansas Department of Revenue and retain one copy. All invoices must be retained by Contractor for a period of five (5) years and are subject to audit by the Kansas Department of Revenue. Final payment may be held by City until City has received the two Project Completion Certifications from Contractor along with a Consent.

IB-7 INTERPRETATION OF CONTRACT DOCUMENTS

If any person contemplating submitting a bid proposal for the proposed Contract is in doubt as to the true meaning of any part of Plans, Specifications, Bid Proposal, Contract Documents, they may submit to the Architect/Engineer a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt and actual delivery. Any interpretation of such documents will be made only by Addendum duly issued and a copy of such Addendum will be mailed or delivered to each person receiving a set of such documents. The Owner will not be responsible for any other explanations or interpretations of such documents which anyone presumes to make on behalf of the Owner before expiration of the ultimate time set for the receipt of bid proposals.

IB-8 TIME OF COMPLETION

It will be necessary that the Bidder satisfy the Owner of its ability to complete the work on a weekly basis in a first class and workmanlike manner.

The attention of the Bidder is called to the provisions of the General Conditions relative to Time Schedules, Time to Complete Work, and Failure to Maintain Mowing Schedule.

IB-9 WITHDRAWAL OF BID

Bid proposals may only be withdrawn or corrected pursuant to the provisions of K.S.A. 75-6901 (1995 Supp.), et seq., and as may be amended. Subject to that statute, no bidder may withdraw its bid proposal for a period of thirty (30) calendar days after the date and hour set for the opening herewith. A bidder may withdraw its bid proposal at any time prior to the expiration of the period during which bid proposals may be submitted by written request of the bidder, such request must be signed in the same manner and by the same person who signed the bid proposal.

IB-10 ACCEPTANCE AND REJECTION OF BIDS

The Owner reserves the right to accept the bid proposal which, in its judgment, is the best bid proposal on and for the Work covered by the bid proposal, to award the Work or to reject any or all bid proposals and to waive irregularities and informalities in any bid proposal submitted.

Existing State law (K.S.A. 75-3740a) requires that, to the extent permitted by federal law and regulations, when letting contracts for Bid Proposals, City must require any Bidder domiciled outside the State of Kansas to submit a Bid Proposal the same per cent less than the lowest Bid Proposal submitted by a responsible Kansas Bidder as would be required of such Kansas domiciled Bidder to succeed over the Bidder domiciled outside Kansas on a like contract let in the foreign Bidder's domiciliary state. All Bid Proposals are received on this condition, and if it is determined by City that the apparent lowest responsible Bidder is a foreign domiciled Bidder, such Bidder shall be considered the successful Bidder only if such Bidder's Bid Proposal complies with this state law requirement and the Bid Proposal is found to be in the best interest of City.

All Bidders domiciled outside of the State of Kansas shall furnish City with a copy of their state's preferential Bidding statutes and the applicable per cent received by in-state Bidders from the state in which the contract is located.

IB-11 BID ALTERNATES

Bid alternates submitted by the contractor during the bidding period maybe accepted by the City as long as City notifies contractor within sixty (60) days of contract date and the proposal does not alter the ranking of the bidder.

IB-12 RETURN OF PROPOSAL GUARANTEE

The proposal guarantee deposit of the Bidder will be returned when and in case it's proposal is rejected. The proposal guarantee deposit of the Bidder to whom a contract award is made will be returned, provided and when said successful Bidder executes a contract and files a satisfactory bond as hereinafter stipulated. The proposal guarantee deposit of the next lowest responsible Bidder may be retained for a period of not to exceed 15 days pending the execution of the contract and bond by the successful Bidder.

IB-13 BONDS

The Contractor to whom the Work is awarded will be required to furnish a Performance Bond to the Owner in an amount equal to one hundred percent (100%) of the amount of the Contract so awarded in each case.

The bond shall be executed on the form attached hereto, signed by a Surety Company authorized to do business in the State of Kansas, and acceptable as Surety to the Owner. With the bond there shall be filed with the owner one copy of "Power of Attorney" certified to include the date of the bond.

IB-14. INSURANCE:

(a) General –

The Contractor shall secure and maintain, throughout the duration of this Contract, insurance on an occurrence basis of the types and amounts as required herein. Contractor shall provide certificate(s) of insurance and renewals thereof naming the City as an additional insured as specifically required herein. The City shall be notified by direct notice from the insurer not less than sixty (60) calendar days prior to material modification or cancellation of any policy listed on the Certificate(s).

1. A.M. Best Company Ratings of A-X or better or as otherwise approved by the City required for acceptable Insurance Carriers.
2. The Insurance Company shall be Licensed to do business in the State of Kansas.

(b) Notice of reduction of policy limits as a result of claim(s)-

Prior to the signing of this contract the Contractor shall advise the City Treasurer in writing of any outstanding claim(s) which have or might substantially (\$10,000 or more) reduce the aggregate limit of the Liability policies pertinent to the Contract.

The Contractor shall promptly notify the City's Treasurer, upon receipt of notice of any claim in connection with the Contract, or any other contract in which the Contractor may be involved providing full details of the claim, including an estimate of the loss or liability.

The Contractor shall promptly notify the City's Treasurer of any reduction in limits (exceeding \$10,000.00) of protection afforded under any policy listed in the Certificate(s), or otherwise required by the Contract Documents, whether or not such impairment came about as a result of this Contract.

In the event the City's Treasurer shall determine that the Contractor's aggregate limits of protection shall have been impaired or reduced to such extent that the City's Treasurer shall determine such limits inadequate (for the protection for the City) to allow the completion of the contract, the Contractor shall, upon notice from the City's Treasurer, promptly arrange for reinstatement of the original limits of liability required hereunder and shall furnish the City's Treasurer with evidence thereof.

(c) Insurance required-

The Contractor shall name the City as an additional insured in the amount of \$500,000 for all claims determined to be subject to the Kansas Tort Claims Act. The Contractor shall name the City as an additional insured for all other claims in the following amounts:

(1) General Liability

COVERAGE	LIMITS
A) Bodily Injury & Property Damage Liability	\$1,000,000 any one occurrence subject to the Products/Completed Operations and General Aggregate Limits
B) Personal and Advertising Injury Liability	\$1,000,000 any one person or organization subject to the General Aggregate Limits of Liability
C) Aggregate Limits of Liability	\$2,000,000 Products/Completed

Operations Aggregate
\$2,000,000 General Aggregate (other than
Products Completed Operations)

Policy must include the following conditions: (1) Broad Form Contractual/Contractually Assumed Liability, (2) Explosion Collapse and Underground, and (3) Independent Contractors.

(2) Automobile Liability-

The policy must pay all sums the Contractor must legally pay as damages because of Bodily injury or Property Damage claims arising from the ownership, maintenance or use of all owned, hired and/or non-owned vehicles.

A) Liability \$1,000,000

B) Uninsured Motorist Coverage \$1,000,000

(3) Umbrella or Excess Liability

Liability \$2,000,000

(4) Worker's Compensation and Employer's Liability-

This insurance shall protect the Contractor against all claims under the Worker's Compensation laws of the states of Kansas. The Contractor shall also be protected against claims for Bodily Injury or Disease or Death which, for any reason, may not fall within the provisions of a Workers Compensation Law. The policy shall include coverage for all states. Endorsement.

A) Liability Statutory

B) Employers Liability

Bodily Injury by Accident \$500,000 each accident

Bodily Injury by Disease \$500,000 policy limit

Bodily Injury by Disease \$500,000 each employee

(d) Subcontractor's Insurance-

If a part of the Contract is to be sublet, the Contractor shall either:

(1) Cover all subcontractors in its insurance policies, or

(2) Require each subcontractor not so covered to secure insurance which will protect the subcontractor, the Contractor and the City of Roeland Park against all applicable perils or risks of loss and in the minimum amounts as outlined herein.

(3) Whichever option is chosen, Contractor shall indemnify and hold harmless the City as to any and all damages, claims or losses, including legal costs such as attorney's fees, and other costs arising out of the acts or omissions of its subcontractors.

IB-15 NONDISCRIMINATION

During the performance of this contract or any subcontract resulting there from, the Contractor, all subcontractors and vendors shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work done under this contract because of race,

religion, color, sex, national origin, ancestry, sexual orientation, gender identity or military status. Nothing in this agreement shall be construed to mean that Contractor shall be forced to hire unqualified or incompetent personnel, or discharge qualified or competent personnel. In all solicitations or advertisements for employees the Contractor, all subcontractors and vendors shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the State Civil Rights Commission.

The Contractor must report to the Kansas Human Rights Commission in compliance with the Provisions of K.S.A. 44-1031 and amendments thereto, or shall be deemed to have breached this Agreement.

If the Contractor, a subcontractor or vendor is found guilty of a violating the Kansas Act Against Discrimination under a decision or order of the State Civil Rights Commission and the decision or order becomes final, the Contractor, subcontractor or vendor shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part by the City.

IB-16 PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT

The Contractor, all subcontractors and vendors shall observe the provisions of the Americans with Disabilities Act, Public Law 101-330, and shall not discriminate against individuals with disabilities in the terms and conditions of employment or in the provision of public accommodations or services. If the Contractor, a subcontractor or vendor is found guilty of a violation of the Americans with Disabilities Act, the Contractor, subcontractor or vendor shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part by the City.

IB-17 SUBCONTRACTORS

Contractor may utilize the services of subcontractors on those parts of the Work, which, under normal contracting practices, are performed by subcontractors.

City may require the apparent successful Bidder and any other Bidder, prior to the Notice of Award, to submit a list of subcontractors. In any event, within seven (7) calendar days after Notice of Award and prior to commencing operations, the successful Bidder shall submit to City a list of the names of all subcontractors proposed for portions of the Work and shall designate which Work each is to perform.

City shall notify the successful Bidder, in writing, if City, after due investigation, has reasonable objections to any subcontractor on such list, and the successful Bidder shall substitute a subcontractor acceptable to City. If the successful Bidder refuses to submit the name of an acceptable subcontractor City can refuse to award the contract and the Bid Proposal security will be forfeited, or if services have begun, such failure will be grounds to terminate the contract. The successful Bidder/Contractor shall not make any substitution for any subcontractor who has been accepted by City unless City approves the substitution in writing.

IB-18 IDEMNIFICATION

Contractor agrees to defend, indemnify, and hold harmless the City and its agents and/or employees from any and all claims, settlements, and judgments arising out of Contractor's or any of its agents', servants', employees', or subcontractors' negligent acts, and for failure to act in the performance of this Agreement. Neither acceptance of the completed Services nor payment therefore shall release Contractor of its obligation under this paragraph.

GENERAL CONDITIONS

GC-1 PURPOSE & PROPERTY LOCATIONS.

Contractor shall complete lawn mowing, trimming, edging and litter clean up at traffic island medians, right-of-ways and other properties within the City of Roeland Park, Kansas in accordance with these General Conditions for each of the following properties:

1. **Roeland Park City Hall**
4600 W 51st Street (Map Included in Packet)
2. **Nall Park**
4700 Nall Avenue (Map Included in Packet)
3. **Roeland Park Community Center**
4850 Rosewood Dr. (Map Included in Packet)
4. **North Roe Blvd Right of Way Green Space**
Roe Blvd, north of 48th Street (Map Included in Packet)
5. **4800 Roe Parkway Right of Way Green**
4800 Roe Parkway (Map Included in Packet)
6. **Right of Way Green Space**
Southwest and northeast corners of 48th Street & Roe Lane (Map Included in Packet)
7. **Right of Way Green Space**
Corner of Southridge & Roe Lane (Map Included in Packet)
8. **Right of Way Green Space**
Southeast corner of Roe Blvd & Roe Lane
9. **Roe Blvd Traffic Island Median**
Roe Blvd, between Sycamore Drive & 57th Street (Map Included in Packet)
10. **R Park**
5535 Juniper (Map Included in Packet)
11. **Cooper Creek Park**
Roeland Drive & Johnson Drive (Map Included in Packet)
12. **Green Space Public Property**
Northeast corner of Roe Blvd & Johnson Drive (Map Included in Packet)
13. **Carpenter Park**
Southwest corner of Sycamore Drive & Cedar Street (Map Included in Packet)
14. **Juniper Park**
Community Garden on Juniper Street, between Alder and Rosewood (Map Included in Packet)
15. **Granada Park**

5150 Granada Street (Map Included in Packet)

16. Sweaney Park

Intersection of Well Drive & Neosho Lane (Map Included in Packet)

17. Right of Way Green Space

Northwest corner of 52nd Place & Neosho (Map Included in Packet)

18. Fairway Indian Mission Property

5403 W. 53rd Street (Map Included in Packet)

19. Island A

Intersection of Nall Avenue & 55th Street (Map Included in Packet)

20. Island B

Infront of 5517 Roeland Drive (Map Included in Packet)

21. Island C

Infront of 4701 W 57th Street (Map Included in Packet)

22. Island D

Intersection of Roe Blvd & 57th Street (Map Included in Packet)

23. Island E

Intersection of Roe Blvd & Rosewood Drive (Map Included in Packet)

24. Island F

Intersection of Sherwood Drive & Linden Street (Map Included in Packet)

25. Island G

Intersection of Reinhardt Drive & Pawnee Drive (Map Included in Packet)

26. Island H

Infront of 3629 W 50th Terrace (Map Included in Packet)

27. Island I

Infront of 3501 W 47th Terrace (Map Included in Packet)

Note to Bidders: Bidders are urged to view the sites and clarify any questions with the Jose Leon, Director of Public Works at (913) 722-2600.

GC-2 MOWING AND TRIMMING AND LITTER REMOVAL.

Contractor shall mow all turf areas once the grass has reached 7" in height. **Roeland Park City Hall, Carpenter Park, Sweaney Park, Community Center, and R Park shall be trimmed every time the grass is cut.** All other locations shall be trimmed every other mowing occurrence. All trimming shall be accomplished maintaining the 3 ½" cutting height. Contractor shall remove all trash and litter from each area prior to mowing, **including landscape and shrub beds.** All turf shall be cut to a height of three and one-half (3 ½") inches. **Curbs will be edged,** so that turf is vertically parallel with the back of curb and/or sidewalk. Each mowing will include litter pickup and disposal, and trim work around all park structures, trees, poles, tables, signs, walking trails, fences, and shrub / flowerbeds. Care should be taken to prevent discharge of grass clippings onto any paved surface such as streets, parking lots, sidewalks, driveways, trails or adjacent properties. Any material so discharged shall be removed prior to leaving the site. Turf shall be cut in a professional manner as not to scalp the grass or leave areas of uncut grass. Care shall be taken trimming around tree trunks. **Trees and landscaping and materials damaged by string trimmers and/or mowers will be replaced by the City at the contractor's expense.**

EQUIPMENT: Contractor shall use a rear, side or no discharge mower with adequate guarding to prevent propulsion of foreign objects is required. Mowers and equipment are to be equipped with turf type tires. No cleated tires will be allowed. Mowers shall be of an appropriate size for the area being mown. Blades will be sharp as to give a fine, clean cut. Equipment must be operated at a safe speed that allows for an optimal cut.

Safety: Adequate flashing lights must be used on trucks, trailers, and should be used on mowers. Safety vests or orange/red shirts must be worn at all times. Any interruption of the normal flow of traffic must be done in accordance with the **Manual for Uniform Traffic Control Devices.**

GC-3 MOWING FREQUENCY

The 2018 mowing schedule will begin on April 2nd, 2018 with an anticipated mowing season ending on October 15th, 2018. Grass shall be cut once the height of grass meets or exceeds 7" in height. A cutting may be suspended, by the Director of Public Works or his designee, due to existing weather conditions. Examples would include: periods of heavy rain, or extended drought conditions such that mowing is not required.

GC-4 DEFINITIONS

Median: The area in the center of the street may also be referred to as an island.

Right-of-Way: The area to the side of the street, extending from the curb to one (1) foot beyond the side walk.

Trimming: The cutting or removal of all vegetation adjacent to signs, light poles, trees, etc., or in areas a trim mower can not cut, to produce a neat finished result.

Litter: All litter, cigarette package size and larger, shall be removed and not moved to a non-mowable area of the median or Right-of-Way. All foreign debris shall also be removed (e.g. glass, metal, rock or asphalt).

Inclement Weather: A condition in which the operation of mowing equipment would leave ruts or excessive amounts of grass clippings on the turf causing an unsightly appearance.

City Representative: The Director of Public Works or his/her designated agent shall be the person monitoring work being done and shall be responsible for monitoring the performance of this agreement.

GC-5 SCHEDULES

Time to Complete Work: The Contractor shall begin work and proceed with all reasonable dispatch to completion. Work within an area must be completed within consecutive days. **No mowing will be permitted between 8 P.M. to 8 A.M. Monday through Saturday. Sunday work will only be permitted between 9 A.M. to 3 P.M.**

Failure to Maintain Mowing Schedule: Failure on the part of the Contractor to maintain an area according to these specifications shall be sufficient reason for the Director of Public Works to have the work in question or portions thereof completed by others. If work is completed by others, any additional cost caused by a higher bid price will be charged to the original Contractor and shall be deducted from any payments due the Contractor. Such failure shall also be grounds for termination of this Contract as authorized in section GC-6 of this Contract.

Agreement Duration: This agreement shall remain in force until November 1, 2018, unless terminated sooner through mutual agreement between the Contractor and the City.

Agreement Extension: This agreement is renewable for future mowing seasons provided Contractor renews bonds and insurance certificates and contract cost remain the same. Any such renewal shall be in writing and signed by the parties hereto.

GC-6 PAYMENTS

Payments shall be made to the Contractor monthly based on the work done and approved by the Director of Public Works or representative. At the end of every month, the Contractor shall submit an invoice to the City accompanied with the appropriate Site Mowing Form (attached hereto as Exhibit)

Under no circumstances will an invoice be paid without accompanying documentation.

GC-7 RIGHT OF THE CITY TO TERMINATE CONTRACT

If the Contractor is adjudged as bankrupt, or if a general assignment of his assets be made for the benefit of his creditors, or if a receiver should be appointed for the Contractor or any of his property; or if at any time the performance of the work under this Contract is being unnecessarily delayed or the quality of which is not meeting the expectations of the City, or that the Contractor is violating any of the conditions or covenants of this contract; then the City may serve written notice upon the Contractor, stating that the contract will terminate within fourteen days unless an arrangement, satisfactory to the City, is made for the continuance of the work by the Contractor within said fourteen days that permits the Contractor to continue work. If the Contractor and City do not agree for the Contractor to continue the work, at the expiration of fourteen days from the date of said notice of termination, the City may take over and complete the work, by contract or otherwise for the amount and at the expense of the Contractor, and the Contractor shall be liable to the City for any and all excess cost sustained by the City by reason of such completion. City may terminate this Agreement at any time, with or without cause, after 30 days written notice.

PROPOSAL
CITY OF ROELAND PARK, KANSAS
BUILDING, PARK, & TRAFFIC ISLAND MOWING

To the
City of Roeland Park, Kansas

THE UNDERSIGNED BIDDER, having examined Vicinity Maps, Specifications, Regulations of the Contract, General 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 this proposal; (b) the location, arrangement, and specified requirements for the proposed work; (c) the location, character, and condition of existing streets, roads, pavements, surfacings, walks, driveways, curbs, gutters, trees, utilities, drainage courses and structures, and other installations, both surface and underground which may affect or be affected by the proposed work; (d) the nature of the excavations to be made, and the type, character and general condition of materials to be excavated; (e) the necessary handling and rehandling of excavated materials; (f) the location and extent of necessary or probable dewatering requirements; (g) the difficulties and hazards to the work which might be caused by storm and floodwater; (h) local conditions relative to labor, transportation, hauling, and rail delivery facilities; and (I) all other factors and conditions affecting or which may be affected by the work,

HEREBY PROPOSES to furnish all required materials, 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 it 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, plus or minus any special payments and adjustments provided in the Specifications, and it understands that the estimated quantities herein given are not guaranteed to be the exact or total quantities required for the completion of the work shown on the drawings and described in the specifications, and that increases or decreases may be made over or under the Contract estimated quantities to provide for need that are determined during progress of the work and that prices bid shall apply to such increased or decreased quantities as follows:

TIME OF COMPLETION

The undersigned hereby agrees to complete the project subject to the stipulations of the Regulations of the Contract and the General Conditions.

It is understood and agreed that if this proposal is accepted, the prices quoted above include all applicable state sales taxes and that said taxes shall be paid by the Contractor.

The undersigned, as Bidder, hereby declares that the only persons or firms interested in the Proposal as principal is or are named herein and that no other person or firms than herein mentioned have any interest in the 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 it is in all respects fair and in good faith, without collusion or fraud.

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

If written notice of the acceptance of this bid is mailed, or telegraphed or delivered to the undersigned within thirty (30) days after the date of opening of the bids, or any time thereafter before this bid is withdrawn, the undersigned will, within ten (10) days after the date of such mailing, telegraphing, or delivery of such notice, execute and deliver a Contract in the form of contract attached.

The undersigned designates as the office to which such notice of acceptance may be mailed, telegraphed or delivered:

It is understood and agreed that this bid may be withdrawn at any time prior to the schedule time for the opening of bids or any authorized postponement thereof.

Attached hereto is a Bid Bond for the sum of _____
(\$ _____) Dollars, made payable to the City of Roeland Park, Kansas.

Signature of Bidder:

If an individual: _____, doing business as _____

If a Partnership: _____, by _____, member of firm

If a Corporation: _____

BY _____

TITLE _____ SEAL

Business Address of Bidder _____

If Bidder is a corporation, supply the following information:

State in which incorporated _____

Name and business address of its:

President _____

Secretary _____

Date _____

BID TABULATION SHEET
BUILDING, PARK, & TRAFFIC ISLAND LAWN MOWING
2017

- #1 Roeland Park City Hall**
Price per mowing and trimming \$ 32
- #2 Nall Park**
Price per mowing \$ 360 Price per mowing and trimming \$ 380
- #3 Roeland Park Community Center**
Price per mowing and trimming \$ 140
- #4 North Roe Blvd**
Right of Way Green Space
Price per mowing \$ 20 Price per mowing and trimming \$ 38
- #5 4800 Roe Parkway**
Right of Way Green Space
Price per mowing \$ 145 Price per mowing and trimming \$ 180
- #6 Right of Way Green Space**
Price per mowing \$ 40 Price per mowing and trimming \$ 48
- #7 Right of Way Green Space**
Price per mowing \$ 20 Price per mowing and trimming \$ 25
- #8 Right of Way Green Space**
Price per mowing \$ 15 Price per mowing and trimming \$ 20
- #9 Roe Blvd Traffic Island Median**
Price per mowing \$ 30 Price per mowing and trimming \$ 40
- #10 R Park**
Price per mowing and trimming \$ 180
- #11 Cooper Creek Park**
Price per mowing \$ 60 Price per mowing and trimming \$ 90
- #12 Green Space Public Property**
Price per mowing \$ 110 Price per mowing and trimming \$ 120
- #13 Carpenter Park**
Price per mowing and trimming \$ 48
- #14 Juniper Park**
Price per mowing \$ 15 Price per mowing and trimming \$ 20

#15	Granada Park	Price per mowing \$ <u>15</u>	Price per mowing and trimming \$ <u>20</u>
#16	Sweaney Park	Price per mowing and trimming \$ <u>20</u>	
#17	Right of Way Green Space	Price per mowing \$ <u>8</u>	Price per mowing and trimming \$ <u>12</u>
#18	Fairway Indian Mission Property	Price per mowing \$ _____	Price per mowing and trimming \$ _____
#19	Island A	Price per mowing \$ <u>8</u>	Price per mowing and trimming \$ <u>10</u>
#20	Island B	Price per mowing \$ <u>8</u>	Price per mowing and trimming \$ <u>10</u>
#21	Island C	Price per mowing \$ <u>5</u>	Price per mowing and trimming \$ <u>8</u>
#22	Island D	Price per mowing \$ <u>5</u>	Price per mowing and trimming \$ <u>8</u>
#23	Island E	Price per mowing \$ <u>8</u>	Price per mowing and trimming \$ <u>10</u>
#24	Island F	Price per mowing \$ <u>12</u>	Price per mowing and trimming \$ <u>15</u>
#25	Island G	Price per mowing \$ <u>8</u>	Price per mowing and trimming \$ <u>10</u>
#26	Island H	Price per mowing \$ <u>8</u>	Price per mowing and trimming \$ <u>10</u>
#27	Island I	Price per mowing \$ <u>5</u>	Price per mowing and trimming \$ <u>8</u>
TOTAL BID \$		<u>1,325.00</u>	TOTAL BID \$ <u>1,434.00</u>

Next To Nature Landscape LLC
COMPANY

Brad Peters
OWNER/AGENT

INSERT OR STAPLE CERTIFICATE OF INSURANCE ON THIS PAGE

**CITY OF ROELAND PARK, KANSAS
PERFORMANCE BOND**

KNOW ALL PEOPLE BY THESE PRESENTS, that we, the undersigned _____ of _____, hereinafter referred to as the "Contractor", and _____ a corporation organized under the laws of the State of _____, and authorized to transact business in the State of Kansas, as Surety, are held and firmly bound unto the City of Roeland Park, Kansas, hereinafter referred to as "City", in the penal sum of _____ Dollars (\$ _____), lawful money of the United State of America, for the payment of which sum well and truly to be made we bind ourselves, and our heirs, executors, administrators, successors and assigns, jointly and severally by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bonded Contractor, has on the _____ day of _____, 20____, executed a written contract with the aforesaid City for furnishing all materials, equipment, tools, superintendence, and other facilities and accessories, for BUILDING, PARK, & TRAFFIC ISLAND LAWN MOWING designated, defined and described in the Contract and the Conditions thereof, and in accordance with the specifications and plans therefor; a copy of said Contract being attached hereto and made a part hereof;

NOW, THEREFORE, if said Contractor shall in all particulars promptly and faithfully perform each and every covenant, condition, and part of the Contract, and the Conditions, Specifications, Plans and other Contract Documents thereto attached or by reference made a part thereof, according to the true intent and meaning in each case, then this obligation shall be and become null and void; otherwise it shall remain in full force and effect.

Whenever Contractor is declared by City to be in default under the Contract, the City having performed City's obligations thereunder, the Surety shall pay to the City the cost of completion of the Work, including the costs of letting the bid proposal or bid proposals necessary for completion.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligations on this bond and it does hereby waive notice of any change, extension of time, alteration, or addition to the terms of the Contract, or to the Work, or to the specifications.

IN TESTIMONY WHEREOF, said Contractor has hereunto set hand, and said Surety has caused these presents to be executed in its name; and its corporate seal to be hereunto affixed by its attorney-in-fact duly authorized thereunto so to do on this, the _____ day of _____, 20____.

Contractor/Principal

[SEAL]

Title

ATTEST:

Secretary

SURETY COMPANY

[SEAL]

Address

City, State, Zip

Phone No.

Facsimile No. (If available)

By _____
Attorney-in-Fact

By _____
Kansas Agent

Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of the bond.

**CITY OF ROELAND PARK, KANSAS
AGREEMENT FOR PUBLIC IMPROVEMENTS
AGREEMENT BETWEEN CITY AND CONTRACTOR
BUILDING, PARK, & TRAFFIC ISLAND LAWN MOWING**

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the City of Roeland Park, Kansas, “Owner” and

Hereinafter “Contractor”.

WHITNESSETH:

WHEREAS, the Owner has caused to be prepared in accordance with law, Instructions to Bidders, General Conditions, specifications, plans and other documents, all collectively declared the ‘Contract Documents’, for the work herein described and has approved and adopted these Contract Documents and has caused to be public the manner and for the time required by law, an advertisement inviting sealed bids for furnishing materials, labor and equipment for, and connection with, the project stated herein for: Traffic Island and Right of Way Maintenance.

WHEREAS, Contractor, in response to the advertisement inviting sealed Bids, has submitted to Owner a sealed Bid in accordance with the terms of the Contract; and

WHEREAS, the Owner has publicly opened, examined and reviewed the bids submitted, and as a result has determined and declared this Contractor the best bidder for the Traffic Island and Right of Way Maintenance and has awarded to the Contractor, a Contract upon the terms and conditions set forth in this Contract and for the sum or sums named in the Bid, attached hereto and made a part of this Contract.

NOW THEREFORE, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, the parties agree, the Owner for itself, and its successors, and the Contractor for itself, or themselves, its, or their successors and assigns, or its, or executors and administrators, as follows:

ARTICLE I. That the Contractor will furnish at its own cost and expense all labor, tools, equipment, transportation and any accessories and materials required, to complete in good first-class and workmanlike manner the work as described and required by the Contract Documents as being included in, and covered by, the following items of the said Bid, to wit:

Contractor shall complete thorough mowing, string trimming and litter removal in all areas indicated in the Contract Documents.

All in accordance with the Contract Documents and other specified contract documents on file, all of which form the Contract and are as fully a part hereof as if repeated verbatim herein; all work to be done under the direct supervision, and to the entire satisfaction of the Owner, and in accordance with the laws of the City of Roeland Park, the State of Kansas, and the United States of America. All terms used herein shall have the meaning ascribed to them in the General Conditions unless otherwise specified.

ARTICLE II. The Owner shall pay to the Contractor for the performance of the work embraced in this Contract, and the Contractor will accept in full compensation therefore the sum (subject to adjustment as provided by the contract) of

_____, referred to as the Contract Price, for all work covered by and included in the contract and designated in the foregoing Article I; payment thereof to be made in cash or its equivalent, in the manner provided in the Contract Documents hereto attached.

ARTICLE III. The Contractor will commence work on a date to be specified in the Notice to Proceed, and will complete all work in a timely fashion and as set forth in the Contract Documents. Time is of the essence.

ARTICLE IV. Contractor specifically acknowledges and confirms that: [1] Contractor has visited the site, made all inspections Contractor deems appropriate and has read and fully understands the Contract Documents, including all obligations and responsibilities undertaken by Contractor as specified herein and in the other Contract Documents and knowingly accepts same; [2] Contractor has furnished copies of all Contract Documents to Contractor's insurance carrier[s] and its surety[ies]; and [3] Contractor's insurance carrier[s] and surety[ies] agree to be bound as specified in this Contract, in the Contract Documents, as set forth in the insurance policy[ies] and bonds pertaining to liability and surety coverage.

ARTICLE V. Owner and Contractor specifically agree that by executing this Contract, the Contract Documents are not intended to create any third party beneficiary relationship nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract; the duties, obligations and responsibilities of the parties to this Contract with respect to third parties shall remain as imposed by law.

ARTICLE VI. This Contract, together with the other Contract Documents, constitutes the entire Contract between the parties and supersedes all prior contracts, whether oral or written, covering the same subject matter. This contract may not be modified or amended except as provided herein and the Contract Documents.

ARTICLE VII. This Contract is entered into, under and pursuant to, and is to be construed and enforceable in accordance with the laws of the State of Kansas.

ARTICLE VIII. All local, state, and federal laws and requirements as described in the Contract Documents and General Conditions, which apply to this Contract, shall be incorporated herein by reference.

ARTICLE IX. Should any provision of this Contract or the Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision[s] shall be null and void; provided, however, that the remaining provisions of this Contract and/or the other Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.

IN WITNESS WHEREOF, the City of Roeland Park, Johnson County, Kansas, Owner, has caused this Contract to be executed in its behalf, and Contractor, through Contractor's duly authorized officer or representative, has executed three (3) counterparts of this Contract in the prescribed form and manner, the day and year first above written.

CITY OF ROELAND PARK, OWNER

Joel Marquardt, Mayor

[SEAL]

ATTEST:

Kelley Bohon, City Clerk

APPROVED AS TO FORM:

Neil Shortlidge, City Attorney

CONTRACTOR

Next To Nature Landscape LLC
[Name of Contractor]

BY: _____
Signature

Manager
Title (SEAL)

Address

City, State, Zip

Phone No.

Facsimile No. (If available)

(If the Contract is not executed by the president of the corporation or general partner of the partnership, Contractor must provide documentation, which authorizes the signer to bind the corporation or partnership.)

SITE LOCATION MOWING FORM

Month:

Location	Description	Date	Trim (yes/no)	Date	Trim (yes/no)	Date	Trim (yes/no)	Date	Trim (yes/no)
1	Roeland Park City Hall								
2	Nall Park								
3	Roeland Park Community Center								
4	North Roe Blvd Right of Way Green Space								
5	4800 Roe Parkway Right of Way Green Space								
6	Right of Way Green Space								
7	Right of Way Green Space								
8	Right of Way Green Space								
9	Roe Blvd Traffic Island Median								
10	R Park								
11	Cooper Creek Park								
12	Green Space Public Property								
13	Carpenter Park								
14	Juniper Park								
15	Granada Park								
16	Sweaney Park								
17	Right of Way Green Space								
18	Fairway Indian Mission Property								
19	Island A								
20	Island B								
21	Island C								
22	Island D								
23	Island E								
24	Island F								
25	Island G								
26	Island H								
27	Island I								

2016 Building, Park, & Right of Way Mowing Bid Results

ESTIMATED 2016					ACTUAL 2016	
Area	Next To Nature Landscape LLC		Full Time PW Staff	Seasonal PW Staff	Next To Nature Landscape LLC	
	Mowing Only	Mowing & Trim	Mowing & Trim	Mowing & Trim	Month	Invoice Amount
1	\$ 32.00	\$ 32.00	\$ 34.13	\$ 17.39	April	\$ 4,123.00
2	\$ 360.00	\$ 380.00	\$ 546.08	\$ 278.30	May	\$ 3,944.00
3	\$ 120.00	\$ 140.00	\$ 409.56	\$ 208.72	June	\$ 5,378.00
4	\$ 20.00	\$ 38.00	\$ 546.08	\$ 278.30	July	\$ 2,689.00
5	\$ 145.00	\$ 150.00	\$ 273.04	\$ 139.15	August	\$ 3,944.00
6	\$ 40.00	\$ 48.00	\$ 136.52	\$ 69.57	September	\$ 4,123.00
7	\$ 20.00	\$ 25.00	\$ 34.13	\$ 17.39	October	\$ 2,686.00
8	\$ 15.00	\$ 20.00	\$ 34.13	\$ 17.39		
9	\$ 30.00	\$ 40.00	\$ 136.52	\$ 69.57		
10	\$ 130.00	\$ 180.00	\$ 204.78	\$ 104.36		
11	\$ 30.00	\$ 90.00	\$ 68.26	\$ 34.79		
12	\$ 110.00	\$ 120.00	\$ 273.04	\$ 139.15		
13	\$ 48.00	\$ 48.00	\$ 102.39	\$ 52.18		
14	\$ 15.00	\$ 20.00	\$ 34.13	\$ 17.39		
15	\$ 15.00	\$ 20.00	\$ 136.52	\$ 69.57		
16	\$ 20.00	\$ 20.00	\$ 68.26	\$ 34.79		
17	\$ 8.00	\$ 12.00	\$ 34.13	\$ 17.39		
19	\$ 8.00	\$ 10.00				
20	\$ 8.00	\$ 10.00				
21	\$ 5.00	\$ 8.00				
22	\$ 5.00	\$ 8.00				
23	\$ 8.00	\$ 10.00				
24	\$ 12.00	\$ 15.00				
25	\$ 8.00	\$ 10.00				
26	\$ 8.00	\$ 10.00	Total for Street Islands			
27	\$ 5.00	\$ 8.00	\$ 273.04	\$ 139.15		
Subtotal	\$ 1,225	\$ 1,472	\$ 3,345	\$ 1,705		
Est Per Season	\$ 12,250	\$ 14,720	\$ 66,895	\$ 34,091		
Est Season Total						
Per Bidder	\$ 26,970	\$ 66,895	\$ 34,091			

**Under Estimated Cost

Items that would not have been completed if not for this contract

Community Center Landscaping and Gazebo Maintenance
City Hall and Island Landscaping
In-House Street Work
General Park Maintenance
Installation of Park Amenities

Assumptions:

Est. # of Mowings Only 10

Est. # of Mow and Trims 10

Est. Total # of Mowings 20

Fuel Consumption/Hr 2.00 gallons

Fuel Cost Per Gal \$ 2.00

Fuel Cost/Hr/Mower \$ 4.00

Cost per mowing hour includes wages/benefits/fuel/equipment depreciation.

Cost per mowing hour Full Time PW staff = \$ 34.13

Cost per mowing hour Seasonal PW staff = \$ 17.39

2016 Budget includes \$22,000 for seasonal public works staff who would be performing mowing work primarily.

Savings
Potential

Mower Depreciation Calculations:

2007 Ferris Mower
2013 Grasshopper Mower

Purchase Price	Residual Value Today	Depreciated Value	Estimated Hours Used	Depreciation Per Hour Used	
\$ 8,900.00	\$ 3,000.00	\$ 5,900.00	7840	\$ 0.75	\$ 7,121
\$ 14,393.25	\$ 9,000.00	\$ 5,393.25	2940	\$ 1.83	21%
				\$ 1.29	Average For Mowers

Item Number: DISCUSSION ITEMS- II.-6.
Committee 2/19/2018
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 2/14/2018
Submitted By: Jose Leon, Director of Public Works
Committee/Department: Public Works
Title: **2018 Public Works Trailer & Asphalt Float Purchase and Equipment Surplus**
Item Type: Discussion

Recommendation:

Staff recommends to Council approve the purchase of a SIMEX ST200 Asphalt Float from ECO Attachments at a cost not to exceed \$13,500.00

Details:

A 2018 Council Objective is to purchase a asphalt float to assist in making our in-house asphalt repair operations more efficient. Per our purchase policy the cost is above our City Administrators pay approval range, so staff is bringining this item to Council for approval. This asphalt attachment is only sold by one vendor in the United States. Under Section E of the Purchase Policy:

Exceptions

1. The goods or services are available from only one vendor; or

Because ECO is the only vendor that sells the asphalt float attachment in the United States, staff would like to proceed with this purchase for the price in the quote we received..

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Additional Information

Another 2018 Council Objective, Public Works is also purchasing a new trailer for in-house asphalt operations. The cost of the trailer is within City Administrator approval range and staff has obtained the necessary 3 quotes.

SURPLUS OF EQUIPMENT

Public Works has identified (3) three pieces of equipment for surplus

- Asset #416 PJ Mowing Trailer
- Asset #302 Ferris Mower
- Asset #303 Gravely Push Mower

These pieces of equipment have had minimal use of the last 2-3 years. All of these pieces of equipment were used at a time when Public Works was in charge of private property abatement's and greenspace/park mowing operations. The City has contracted out these services for the last two years with good success. Staff is recommending for a continuation of these contract services which would mean the City doesn't use this equipment for another year.

Staff believes we can sell these items and re-coup dollars to place back into our Equipment & Bldg Reserve Fund.

ATTACHMENTS:

Description	Type
☐ ECO Attachments Quote	Backup Material
☐ Asphalt Float Information	Backup Material
☐ #416 PJ Mowing Trailer	Backup Material
☐ #302 2007 Ferris Mower	Backup Material
☐ #303 Gravely Push Mower	Backup Material



Entity	City of Roeland Park	SHIP TO Company:	City of Roeland Park	Quote#	055-001
Address	4600 West 51st St.	SHIP TO Address:		Date:	1/17/18
	P.W. Superintendent				
State/Zip	KS 66205			Customer P.O. #	
Contact	Donnie Scharff	SHIP TO City, State:			
Cell		SHIP TO ZIP:			
e-mail:	dScharff@RoelandPark.org	Office Phone #	(913) 722-5435	Payment Terms:	15 days from delivery
Shipping Terms: F.O.B. KS		Fax #	18% interest rate will apply on all past due balances		

QTY	ITEM #	DESCRIPTION	RETAIL	Gov't	EXTENDED
1	ST200	SIMEX ST200 Asphalt Float -NEW	\$15,000.00	10%	\$13,500.00
		Manufactured by Simex (Italy)			
1		DELIVERY/FREIGHT to above State/Ship To	SHOW		\$0.00
X Customer's Signature with deposit Date			SUB TOTAL		\$13,500.00
			TOTAL		\$13,500.00
			BALANCE DUE		\$13,500.00
X Customer's Signature at delivery Date					

OFFICIAL USE ONLY		
Giberson Enterprises, LLC - DBA, GECON Attachments Customer will be liable for all additional associated costs for HookUp, Delivery & prep costs if the standard prerequisites/pre hookup specifications are not met by the customer. Proof of financing, (LOC), or full payment must be furnished to Giberson Enterprise's HQ office before any delivery will be scheduled. Giberson can not guarantee a delivery date due to factors not in our direct control-such as, but not limited to: Manufacturer's delays, Steamship availability, random U.S. Customs' searches and detainage, weather/acts of nature (at sea), shipping damages. All past due balances will incur interest at a rate of no less than 18% (annually). All Warranty coverage becomes null and void if Warranty certificates are not completed in their entirety and returned to Giberson Enterprises. Warranty coverage will cease upon a transfer of ownership (sale of equipment); Warranty is applicable only to a "Certified Hook-Up" performed by a Giberson Enterprises' agent unless out of USA. In the event the purchaser switches attachments on machines, it can only be flow tested & verified by an <u>approved Giberson technician</u> (in order to keep the remaining Warranty intact). Any associated costs for a pre-scheduled mechanic will be paid for by the purchaser/customer.		
Financing:	Salesman:	Lead Source:

ASPHALT FLOAT



Easy to use

Patented system. Extremely intuitive to use in the daily job.

Huge savings on cost and time

Up to 10 times quicker than manual labor. In a cleaner, more consistent and safer manner.

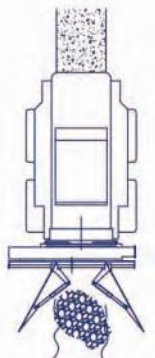
Easy to clean. Light and durable.

It has been designed by purpose without a material container. Just place material in front of the float and go forward.

TRENCH BACK FILLING AND ASPHALT FINISHING

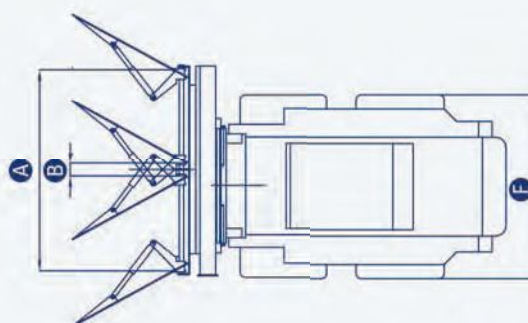
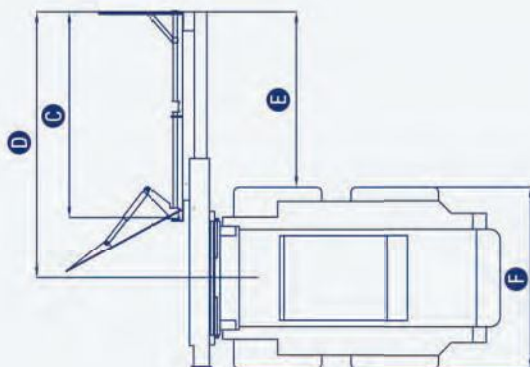
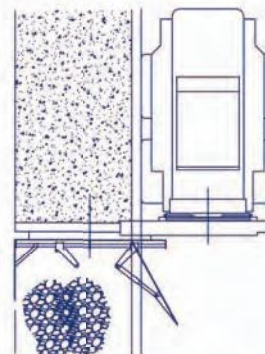
High speed and accuracy.

Adjustable mold board.



SIDEWALK ASPHALT SURFACING

Hydraulic device to allow operation outside of the prime mover profile. Up to 67 inch offset.



SPECIFICATIONS

	ST 160	ST 200	
A	59	75	inch.
B	5	5	inch.
C	61	77	inch.
D	71	100	inch.
E	40	66	inch.
F	61	69	inch.
Width adjustment	hydraulic		
Asphalt thickness adjustment (independent on the RH and on the LH sides)	mechanical (screw) or electrical (optional)		
Asphalt thickness	0 - 4		inch.
Side shift	hydraulic		
Transversal inclination	5°		
Average working speed (cross-section trenches)	160 - 400		f/min
Operating weight (1)	1250	1400	lb

(1) User is responsible for ensuring that the equipment meets the prime mover's specifications and weight requirements.





F
PARK
LIMITS



FIRE
EXTINGUISHER

GRAVELLY
PRO

GRAVELLY
PRO 38

QUICK FLUSH

QUICK FLUSH

EMPTY
EVERY
NIGHT

EMPTY
EVERY
NIGHT

Item Number: DISCUSSION ITEMS- II.-7.
Committee 2/19/2018
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 1/19/2018
Submitted By: Keith Moody
Committee/Department: Admin.
Title: **Voting During Workshops**
Item Type: Discussion

Recommendation:

Staff recommends council record votes when providing direction on items during workshops. This will provide a clear record of that direction for council, staff and resident reference.

Details:

The City Council can vote in a workshop to give direction to City staff, but no binding action such as passing resolutions or ordinances may be taken in the workshop. I could not find many ordinances in Kansas that specifically addressed this issue, but I found other states that have written into their code that while no binding action may be taken at a workshop, the Council may be polled at the workshop to obtain an unofficial sense of the position of the Council on an issue being discussed at the workshop.

Wichita, KS: Order of Council Business at Workshop Meetings:

Sec. 2.04.195(C): The items appearing on the agenda shall be considered collectively as a consensus agenda and an affirmative vote of the council on the agenda will allow and be construed as an affirmative vote to take the recommended action as stated on each item.

Derby, KS Code of Meeting Procedure:

Workshops- "informal meeting of governing body, no agenda is required and no binding action may be taken."

DeSoto, KS specifically prohibits votes from being taken in a workshop.

Roberts Rules:

Committees and Boards 57. Informal Consideration. In ordinary societies the meetings of which are not large, instead of going into committee of the whole or considering questions as if in committee of the whole, it is more usual to consider the question informally... while the consideration of the main question and its amendments is informal, all votes are formal, the informality applying only to the number of speeches allowed in debate. **If the question is considered in either the regular committee of the whole or the quasi committee of the whole, it is necessary formally to report the action to the assembly and then take action on the report.** Thus, it will be seen that informal consideration is much simpler than either of the methods described in the previous two sections. It can be used to advantage in assemblies that are not very large, instead of the committee of the whole. **While this is not a motion to commit, yet it is used for practically the same purpose as the committee of the whole.**

KS Code of Procedure: “No binding action may be taken during a work session.”

How does item relate to Strategic Plan?

N/A

How does item benefit Community for all Ages?

N/A

Additional Information

Electronic voting capability is available through NOVUS (our meeting agenda software provider). The cost of adding this capability is \$600/yr. The governing body would need to have a tablet, laptop or smartphone with wifi capability in order to access the site and vote. This system has the benefit of creating a record of how each person voted on each issue. It also eliminates the disadvantage created by calling roll, as a the roll call even if conducted in random order can creates an advantage to the persons voting last. Although video recording does create a record of individual votes, it is not easily searchable and it does not address the disadvantage of a roll call vote.

ATTACHMENTS:

Description	Type
□ Electronic Voting Objective	Cover Memo

1. Electronic Voting Log System for Council Chambers

Justification: Deploying an electronic method of voting will ensure votes are impartial and accurate. Electronic voting can ensure each council member has entered a vote and that vote is not displayed until the conclusion of voting. A system could be implemented to record votes as part of the computer system in the Council Chambers. Novus offers this capability currently (additional \$600 per year fee), to use this system the Governing Body would need to have access to tablets or lap tops at the dais.

Cost Estimate: \$4,500 **Account 5211.101 Equipment**
\$600 **Account 5305.101 Dues/Subscriptions**

Completion Date: February 28, 2018

Responsible Party: Administrative Staff

Submitted By: Michael Rhoades

Item Number: DISCUSSION ITEMS- II.-8.
Committee 2/19/2018
Meeting Date:



City of Roeland Park

Action Item Summary

Date:	2/5/2018
Submitted By:	Jennifer Jones-Lacy
Committee/Department:	Admin.
Title:	Discussion Concerning the Electric Vehicle Charging Station
Item Type:	Discussion

Recommendation:

Discuss whether to continue the electric vehicle charging station or change directions in some fashion. Staff recommends keeping the existing station in place.

Details:

The City recently received an invoice from Chargepoint asking if the we wanted to renew the subscription for software support on the electric vehicle charging station located in the City Hall parking lot. The City has one charging station with two pumps that was installed in 2010. We do not charge a fee to users of the charging stations for energy consumption. However, the electricity charge is minimal, about \$330 of energy usage in 2017.

The original agreement with the City and Chargepoint/Lily Pad EV stated the charge station needed to remain in place through 2015 per federal requirements for taking advantage of a tax credit on installation. We are no longer required to keep these charging stations. Apparently our charging station was the first electric vehicle charging station in the state of Kansas. Governor-Elect Sam Brownback and three area Chambers of Commerce attended the ribbon cutting ceremony. There were no performance expectations or goals set for the station when Council approved the installation. In 2013 Council discussed the possibility of charging for use but it was decided to keep it free for use as it remained a good marketing/PR tool for the City.

Attached is a chart of the usage from January 2011 through January 2018. Prior to 2017, the energy usage never exceeded 20 kwh per month. However, the station has seen more regular use from patrons starting in mid-year 2017. In 2017, there are a total of 54 unique drivers who used our charging stations and only 3 so far in 2018. Through January 2018, patrons have used 2.76 MWh of energy, or 8.37

kWh, or 586 sessions. This averages to 84 sessions/year or 7 sessions/month.

One of the ports on our charging station is a first generation port and is slower than newer the level 2 version. The new station charges vehicles faster from both ports and has a retractable cord rather than patrons having to wrap the cord. This also comes with a year of free software support. The information sheet is attached for a full list of benefits. The total cost for replacement and installation is \$3,928. One of the parking stalls had a pavement patch which covered the charge marking. If we wanted to repaint the marking on that stall it would be an additional \$300.

Staff would like the Council to determine the future of the charging stations at City Hall. We can

- 1) discontinue use of the stations and decommission them;
- 2) keep the existing charging stations and pay for either a one, two or three year subscription between \$280 and \$705;
- 3) purchase a newer model; or
- 4) require payment for energy consumed by a station user under option #2 or #3. Based upon the average kilowatt hours consumed by a user and the cost of energy paid by the City, the average fee per charge would be \$0.40/kWh

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description		Type
☐	Level 2 Station Information Flyer	Exhibit
☐	Consumption	Exhibit
☐	Station Upgrade Price Quote	Exhibit

CT4000 Family

ChargePoint® Level 2 Commercial Charging Stations

The CT4000 family is the latest generation of ChargePoint commercial charging stations. Refined yet rugged, these stations set the industry standard for functionality and aesthetics.

The CT4000 full motion color LCD display instructs drivers and supports dynamic updates of custom branded videos and advertisements.

Intelligent power management options double the number of parking spaces served by allowing two charging ports to share a single circuit. Sites with single port EV stations can upgrade to dual port stations without requiring additional electrical services.

All CT4000 models offer one or two standard SAE J1772™ Level 2 charging ports with locking holsters, each port supplying up to 7.2kW. With this standard connector, ChargePoint level 2 stations can charge any EV.

Stations are available in bollard and wall mount configurations for easy installation anywhere. All stations are fully software upgradeable remotely over the air.

Stations come in both 6' and 8' tall models with 18' and 23' cords, respectively. With multiple options for size and cord reach, your station can service up to four parking spaces, reach all car models regardless of parking style or car sizes and increase the usability of your EV spots.

Driver Friendly User Interface

- + Instructional video shows how to use the station
- + Multi-language: English, French, Spanish
- + Touch button interface; works in rain, ice and with gloves
- + Backed by ChargePoint's world class 24/7 driver phone support

Easily Communicate with Your Drivers

Whether you're a retail establishment wanting to advertise your latest product, a workplace looking to communicate with employees or a municipality wanting to welcome visitors, ChargePoint's prominent LCD screen makes it easy to reach EV drivers:

- + Daylight readable, with auto brightness control
- + 640 X 480 resolution active matrix
- + Full motion 30fps video support
- + Upload up to 60 seconds of high quality video on a color LCD screen to individual stations as often as desired
- + Brand your charging stations to communicate with drivers
- + Instructional video in English, Spanish or French



Service Products and Support

ChargePoint offers world-class service products and support that help ensure quality of work, save time and money, protect your investment and enhance the productivity of your charging stations. From site planning to installation and setup, to ongoing care and management, when you choose ChargePoint, you're covered.

- + ChargePoint Configuration and Activation: customized setup and activation of your stations
- + ChargePoint Station Manager: ongoing and unlimited software tools to meet your changing needs
- + ChargePoint Assure: extended parts and labor warranty coverage for up to five additional years

Energy Measurement and Management

- + Real-time energy measurement
- + 15 minute interval recording
- + Time of Day (TOD) pricing
- + Load shed by percentage of running average or to fixed power output

Minimize Costs with Flexible Power Management Options

In the vast majority of applications, a full power configuration is the best choice for both station owners and drivers. However, when drivers are parked for a longer time, an intelligent, lower power output can save station owners considerable installation cost while still providing drivers a great charging experience. With flexible power options, station owners can meet the needs of drivers while lowering costs:

Power Select (Patent Pending)

- + Allows for a lower capacity (less than 40A) circuit to power each port
- + Cuts installation costs by reducing the cost or even avoiding the need to upgrade panels or transformers

Power Sharing

- + Dynamically share one 40A, 30A or 20A circuit between two parking spaces
- + Doubles the number of parking spots served while reducing installation and operating costs
- + Allows station owners to upgrade a single port station to dual port to serve more drivers with no electrical upgrade

Clean Cord Technology

- + Keep charging cords off the ground
- + Standard on all models
- + Ultra-reliable second-generation gravity operated mechanism
- + Flexible over entire -40°F to +122°F product temperature range

CT4000 stations come with 18' or 23' cords to increase the usability of your charging spots, on 6' and 8' tall models respectively.

Ultra-reliable second-generation gravity operated mechanism.

18' and 23' cords to reach all car models and serve more parking spaces.

World-class 24/7 driver phone support.

Instructional video shows how to use the station. Multi-language charging instructions, giving drivers the choice of English, French or Spanish.

Driver interaction is supported in any weather by five rugged, back-lit buttons with audio feedback.

Strong and rugged design materials built to withstand the elements.



CT4021

Dual-port bollard charging station with 18' charging cables. Standard *EV Charging Only* sign without optional custom branding.

Promote Your Brand and Business

Having your stations installed in a visible location makes a bold statement about your business' commitment to sustainability and shows that you care about your customers. ChargePoint CT4000 stations are built for customization so you can conveniently promote your brand as well. With custom signage and video you can:

- + Increase brand recognition
- + Attract EV drivers by making sure your stations are highly visible
- + Ensure EV charging installations are consistent with the look and feel of your brand
- + Differentiate your stations from standard ChargePoint stations to make them easily identifiable by your driver base



Branded CT4021
Shown with optional branding on bollard.
18' cords on 6' model.

Easily customizable branding area.
All stations come with *EV Charging Only* sign, which can be replaced with your custom signage.

5.7" color LCD display for customizable video content.

Upload up to 60 seconds of high quality video to individual stations as often as desired.

Daylight readable with auto brightness control.

OPTIONAL:
Additional customizable branding areas.
All stations have standard extrusions to hold your custom signage.

Artwork templates and material specifications are conveniently downloadable from chargepoint.com



Branded CT4025
Shown with optional branding on back.
23' cords on 8' model.

Bollard Charging Stations

CT4011



CT4021



CT4025



Wall Mount Charging Stations

CT4013



CT4023



CT4027



Learn More

To learn more about ChargePoint's CT4000 Family:

-  Visit chargepoint.com/ct4000
-  Call +1.408.705.1992
-  Email sales@chargepoint.com



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chargepoint.com

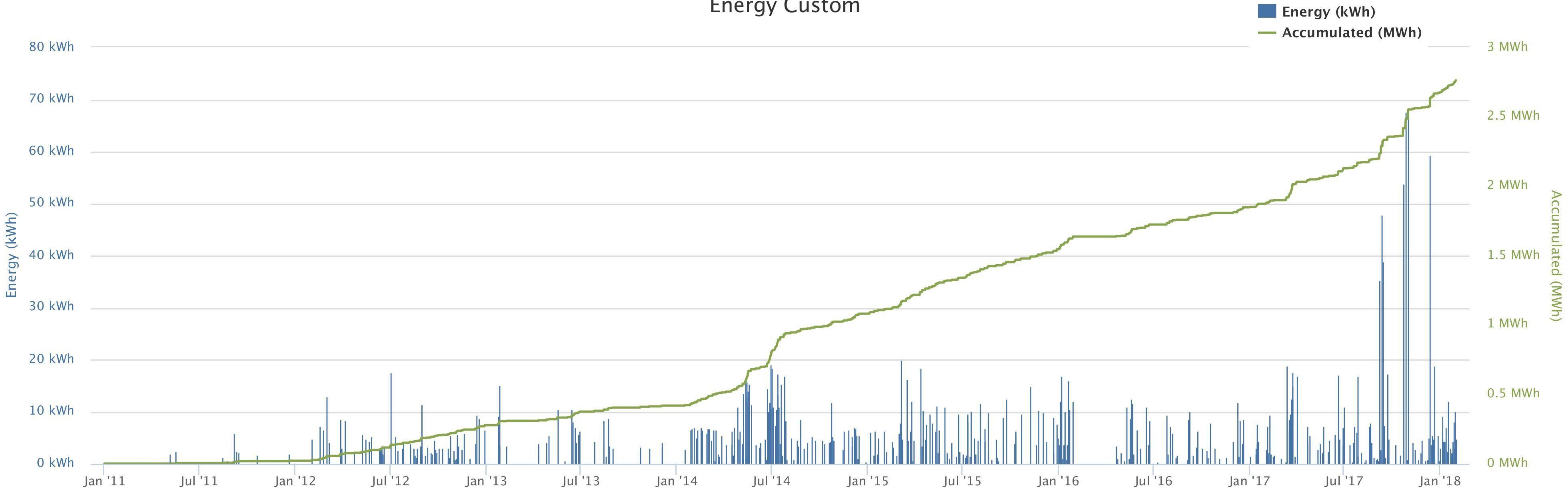
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Energy Custom





LilyPad EV
9801 W. 100th Terrace
Overland Park, KS 66212
(913) 269-2453
keith.anderson@lilypadev.com
www.lilypadev.com

QUOTE

ADDRESS

City of Roeland Park
Jennifer Jones-Lacy
4600 W. 51st Street
Roeland Park, KS 66205

SHIP TO

City of Roeland Park
Jennifer Jones-Lacy
4600 W. 51st Street
Roeland Park, KS 66205

QUOTE # 1121

DATE 02/01/2018

P.O. NUMBER

SALES REP

Keith Anderson

DESCRIPTION	QTY	EACH	AMOUNT
ChargePoint:CT4021-GW1 Dual Output Gateway Option USA, Bollard Unit - 208/240V @30A with Cord Management	1	3,000.00	3,000.00
ChargePoint:CPCLD-COMMERCIAL-1 1yr Prepaid Commercial Cloud Plan.	2	0.00	0.00
ChargePoint:CT4000-ASSURE Initial 1 year of ChargePoint Assure for the CT4000 with successful site validation.	1	0.00	0.00
ChargePoint:CT4000-PMGMT CT4000 Power Management Kit. Allows both ports on a dual port station to share a single 40A circuit (Power Share). Also allows a CT4000 to be set up to operate at a lower current (Power Select).	1	50.00	50.00
Installation:Installation Remove the old CT2100 charging station with the new CT4021 charging station. Assemble, energize and commission the new station.	1	700.00	700.00

NOTES:

- Thank you for allowing us to submit this proposal.

STANDARD TERMS AND CONDITIONS:

- Standard Invoice Terms are net 30
- Standard manufacturer warranties apply to all hardware purchases
- Standard lead-time is 30-60 days from order acceptance
- Installation cost, if included in this project, does not include unforeseen rock or other obstacles found while trenching or boring
- Customer is responsible for ensuring 3G cellular data coverage at installation location is better than -85dbm (ATT) or -90dbm (Verizon). Note for example -70dbm is better than -80dbm.
- Returns of unopened packages are subject to restocking charges. Opened packages may not be returned.

SUBTOTAL

3,750.00

SHIPPING

178.00

TOTAL

\$3,928.00

Thank you for your business.

Accepted By

Accepted Date

Item Number: DISCUSSION ITEMS- II.-9.
Committee 2/19/2018
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 2/19/2018
Submitted By: Jennifer Jones-Lacy
Committee/Department: Admin
Title: **Comparison of Agenda Management Systems**
Item Type: Presentation

Recommendation:

To review agenda management software and alternatives to fulfill the 2018 budget objective.

Details:

The budget objective of reviewing the current agenda management software has a deadline of March 31st. In addition, our agreement with Novus Agenda must be renewed in March. As a starting point, staff wanted to illustrate comparisons among our current system and three alternatives: Accela Agenda Management, Civic Plus Civic Clerk platform and the process used by the City of Lawrence. Attached is a side-by-side comparison of the various processes as well as a powerpoint presentation illustrating the pros and cons of each process.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
❑ Comparison Spreadsheet	Exhibit
❑ Agenda Management Pros/Cons	Exhibit

Comparison of Agenda Management Alternatives

	Novus	Accela	City of Lawrence Procedure	Civic Plus
Annual Price	\$ 5,000.00	\$ 6,480.00	Staff Cost Only	\$8,613 1st year and \$5,988 annual hosting/maint.
Public Information and Council Platform	HTML, cloud based	PDF Packet, Client-Server program that can be downloaded	PDF converted to html for interactive hyperlinks	web-based
Councilmember take private notes within platform	Yes	Yes	No	Yes
Process for creating an item	Within the system, click "add new item" under the meeting date. Fill in form fields as defined by City and add attachments. Any user can add an item directly into the system and it can be routed through a workflow.	Within the system, click "add new item" under the meeting date. Fill in form fields as defined by City and add attachments. Any user can add an item directly into the system and it can be routed through a workflow.	Staff members create items in word and provide the doc with all attachments to the Agenda Clerk. The agenda clerk will insert hyperlinks into the document and assemble using Adobe Acrobat. Any changes to documents must be resubmitted and converted to a pdf then inserted in the PDF packet.	Within the system, click "add new item" under the meeting date. Fill in form fields as defined by City and add attachments. Any user can add an item directly into the system and it can be routed through a workflow.
Item Creation platform	HTML	Microsoft Word template	Items are created in any platform and converted to a pdf.	Microsoft Word template
Migrating items from other platform?	N/A	Yes at no cost	Would require a manual process	Yes - for a fee

Workflow management capabilities? (i.e. send items for review/approval through a process)	Yes	Yes	No	Yes
Staff time involved in creating agenda packet for a workshop or council meeting	30 minutes or less	30 minutes or less	Approximately 8 hours	30 minutes or less
Webpage with agenda links Appearance	Links from City website to Novus platform with City icon on top.	Links from City website and the agenda webpage mirrors the City's website so it looks like the same platform.	Is the City's website.	Is the City's website
Video capabilities	Yes - Time stamped to index with agenda so you can watch the video associated with the item on the agenda. Automated process with video software. Clerk indexes while going through agenda.	Yes - Time stamped to index with agenda so you can watch the video associated with the item on the agenda. Automated process with video software.	Yes - City Clerk puts the time stamp after the meeting when reviewing the video	Yes
Live Streaming Capabilities	Yes	Yes	Yes	Yes
Cost of Video Services	\$4,500 start up cost, \$2,500 annual subscription; \$7,000 first year (subject to change)	\$ 6,480.00	Waiting for a response	\$12,350 for 1st year and \$9,600 for ongoing maintenance (includes voting)



Agenda Management Comparison

| 2018 Budget Objective

Review current agenda management software and compare to alternatives

Compared Novus Agenda (current solution), Accela, Civic Plus and the City of Lawrence's in-house system.

Novus Agenda

Pros

- No learning curve
- Price – only \$4,950/year
- Public platform allows for html or pdf view of the agenda
- Easy format for City Clerk
- Cloud-based, can edit from anywhere

Cons

- Some find the Governing Body and mobile platform difficult to use
- Some find the public view unappealing/difficult to use
- Format for agenda storage
- Searching for an item can be challenging

Accela

Pros

- Microsoft Word template
- Free migration of prior meeting info
- Attractive public-facing platform
- Seems easy to use for staff, governing body and the public

Cons

- More expensive - \$6,480 annually
- Not web-based/cloud based.
- If you want live streaming and agenda management it's \$12,960 annually.
- Public view provides PDF only of packets – no automatic hyperlinks/ease of navigation

City of Lawrence System

Pros

- Visually appealing and integrated into their website
- PDF is converted to html for easy navigation

Cons

- Cumbersome and time consuming for staff
- Any changes to the packet require significant time to change
- Data migration would be done manually

Civic Plus – Civic Clerk

Pros

- A variety of templates including MS Word for item creation
- Agenda packets are stored on our website
- Web-based

Cons

- Charge a fee for data migration of old meeting info
- Public platform is a PDF that isn't interactive
- Agenda Management - \$8,613 1st yr; \$5,988 after
- Full cost for agenda management and video services is \$20,963 for the 1st year and \$15,588 for annual maint. and hosting.

Novus Appearance – Council View

Secure | <https://roelandpark.novusagenda.com/Boardweb/Main.aspx>

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Meeting: 2/20/2018 6:00 PM - Planning Commission Meeting

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[Agenda PDF](#)

Jennifer Jones-Lacy | [Research](#) | [Change Password](#) | [Logout](#)

Page Layout: ☒ Tablet ☐ Agenda ☐ Hybrid

Meeting: 2/20/2018 6:00 PM

- 1. Roll Call
- 2. Approval of Minutes
 - 1. Minutes - October 17, 2017
- 3. Public Hearing
- 4. Action Items
 - 1. Discussion on Bella Roe Development Plan Revision
- 5. Discussion Items
 - 1. Discuss Joint Meeting with City Council to Discuss Desi ...
 - 2. Signage for St. Luke's Hospital at NW Johnson and Roe
 - 3. Council Briefing Overview
 - 4. Comprehensive Plan Annual Review
- 6. Other Matters Before the Planning Commission
- 7. Adjournment
- Scheduled Meeting Dates

NovusAGENDA Version 2018.2.2

AGENDA
PLANNING COMMISSION
CITY OF ROELAND PARK, KANSAS
ROELAND PARK
4600 W. 61ST STREET
FEBRUARY 20, 2018 6:00 PM

I. **Roll Call**

II. **Approval of Minutes**

1. Minutes - October 17, 2017

III. **Public Hearing**

IV. **Action Items**

1. Discussion on Bella Roe Development Plan Revision

V. **Discussion Items**

1. Discuss Joint Meeting with City Council to Discuss Design Standards

2. Signage for St. Luke's Hospital at NW Johnson and Roe

3. Council Briefing Overview

4. Comprehensive Plan Annual Review

VI. **Other Matters Before the Planning Commission**

VII. **Adjournment**

[Scheduled Meeting Dates](#)

Meeting: 2/20/2018 6:00 PM - Planning Commission Meeting

VIEW AGENDAVIEW MINUTES

Agenda PDF

Jennifer Jones-LacyResearchChange PasswordLogout

Page Layout: Tablet Agenda Hybrid

Meeting: 2/20/2018 6:00 PM

- Roll Call
- Approval of Minutes
 - Minutes - October 17, 2017
- Public Hearing
- Action Items
 - Discussion on Bella Roe Development Plan Revision
- Discussion Items
 - Discuss Joint Meeting with City Council to Discuss Desi ...
 - Signage for St. Luke's Hospital at NW Johnson and Roe
 - Council Briefing Overview
 - Comprehensive Plan Annual Review
- Other Matters Before the Planning Commission
- Adjournment
- Scheduled Meeting Dates

NovusAGENDA Version 2018.2.2

City of Roeland Park

Action Item Summary

Date: 2/20/2018

Submitted By: Jennifer Jones-Lacy

Committee/Department:

Title: Discussion on Bella Roe Development Plan Revision

Item Type: Presentation

Recommendation:

Property Manager of the Bella Roe Development would like to remove the fountain north of US Bank and replace it with plant beds. Staff recommends approval of this request if the replacement product is attractive and cohesive with plans to redevelop Roe Boulevard.

Details:

Joshua Gatewood, the Property Manager with ACF Property Management and Bella Roe Shopping Center, will be on hand to make a case for replacing the fountain to the north of US bank with planting beds. His letter along with an illustration of the proposed plantings are attached.

Bella Roe Shopping Center is part of TIF 1B which is governed by a development agreement signed by the City and developers of shopping center. According to K.S.A. 12-1771(e)

Any addition of area to the redevelopment district or bioscience development district or any substantial change as defined in K.S.A. 12-1770(a), and amendments thereto, to the district plan shall be subject to the same procedure for public notice and hearing as is required for the establishment of the district.

K.S.A. 12-1770(a)(t) identifies a "substantial change" means "a change wherein the proposed plan or plans differ substantially from the intended purpose for which the district plan or project plan was approved."

Staff have identified this change to be substantial because the Developer Agreement and Redevelopment Plan (see attached) identifies the plan as "The Fountains of Roeland Park" and includes locations for the four fountains in the Final Development Plan (also attached). The four fountains together were estimated at \$300,000 when approved in 2004.

Staff recommends that any replacement installation be visually appealing and cohesive with the preliminary design plans for the Roe 2020 project which will redevelop Roe Boulevard. Representatives from Vireo, Roe 2020 Visioning Consultants will be providing some basic ideas of how an installation could be cohesive with these improvements to Roe.

The next steps are for the Planning Commission to review the request and decide whether to recommend approval to Council or further review. Once the item moves to Council they will need to call a public hearing to revise the development agreement with this amendment by way of resolution. The Council can then adopt the revision at the public hearing or continue their discussion.

Financial Impact

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

Secure | https://roelandpark.novusagenda.com/AgendaPublic/

Apps Home | Johnson Cou City Credit Card Adm SinglePoint - U.S. Ba Municipal Services + Miller Management Novus - Admin City of Roeland Pa



Meeting Search

Meetings Within: 6 Month Span From: 11/16/2017 To: 5/16/2018

Meeting Type:

Category:

Containing Text: Search Clear

Meeting Date	Meeting Type	Meeting Location	Online Agenda	Download Agenda	Minutes Recap	Legal Minutes
05/15/18	Planning Commission Meeting	Council Chambers				
04/17/18	Planning Commission Meeting	Council Chambers				
03/20/18	Planning Commission Meeting	Council Chambers				
02/20/18	Planning Commission Meeting	4600 W. 51st Street				
02/05/18	Workshop	Roeland Park City Hall - 4600 W 51st St				
01/22/18	Special Council Meeting	Roeland Park City Hall - 4600 W 51st St				
01/22/18	Workshop	Roeland Park City Hall - 4600 W 51st St				
01/16/18	Planning Commission Meeting	Council Chambers				
01/09/18	Workshop	Roeland Park City Hall - 4600 W 51st St				
01/09/18	Special Council Meeting	Roeland Park City Hall - 4600 W 51st St				
12/19/17	Planning Commission Meeting	Council Chambers				
12/18/17	City Council Meeting	Roeland Park City Hall - 4600 W 51st St				

NovusAGENDA - Google Chrome

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AGENDA
PLANNING COMMISSION
CITY OF ROELAND PARK, KANSAS
ROELAND PARK
4600 W. 51ST STREET
FEBRUARY 20, 2018 6:00 PM

I. Roll Call

II. Approval of Minutes

1. [Minutes - October 17, 2017](#)

III. Public Hearing

IV. Action Items

1. [Discussion on Bella Roe Development Plan Revision](#)

V. Discussion Items

1. [Discuss Joint Meeting with City Council to Discuss Design Standards](#)

2. [Signage for St. Luke's Hospital at NW Johnson and Roe](#)

3. [Council Briefing Overview](#)

4. [Comprehensive Plan Annual Review](#)

VI. Other Matters Before the Planning Commission

VII. Adjournment

Novus Public View

I-Pad

Close

Apr 20, 2017 07:00 PM - City Council - Regular Meeting

Document: Agenda

Agenda

City Council

April 20, 2017

(Requested by Annie Wilkes, Human Resources)

3. RES-2015-7 - Resolution Contract for a IGA with ADOT - Dysart Road and City of Atlantis Road / I-10 Interchange Improvements (Requested by Annie Wilkes, Human Resources)

9. NEW BUSINESS

1. RES-2017-1 - Resolution Accela eSignature Example - Incomplete (Requested by Annie Wilkes, Human Resources)

10. OLD BUSINESS

11. COMMUNICATIONS

12. PUBLIC SPEAKERS

1. Kevin Strauss

2. Joe Palladino

3. Derek Jeter

4. Gerge Bush

5. Kevin Strauss

6. Babe Ruth

7. Kevin Strauss

8. Russel Westbrook

9. Gary Sanchez

10. Joe Johnson

13. STAFF REPORTS

14. ADJOURNMENT

3/3

PDF/Split view

Cloud Based Notes are Taken up Here - This document is Protected by my Password

Notes autosaved at 11:53:12

City Council Regular Meeting 8/24/2017 7:00 PM

Downloads:

Agenda Agenda Packet Board Agenda

1. Call to Order

1. Roll Call

2. Pledge of Allegiance

3. Public Comments (Please limit to 4 Minutes for each individual)

4. Public Hearings

5. Resolutions

1. RES-2017-7 : eSignature Software Purchase

Resolution Printout

a. Accela eSignature Agreement

b. Hancock County, Accela Legislative Management 9_7_2016

2. RES-2017-5 : Purchase of Digital Boardroom to increase citizen speaker sign up at meetings

Resolution Printout

a. Accela Digital Boardroom

3. RES-2017-8 : Contract for a IGA with ADOT - Dysart Road and City of Atlantis Road / I-10 Interchange Improvements

Resolution Printout

a. Vicinity Map

b. Resolution 1005-865-67445

6. Proclamations

7. Staff Reports

1. 2017-1 : Franchise Fee Discussion you write whatever you want

Staff Report Printout

a. Accela Civic

8. Action Items

1. 2017-1 : Approval of a Contract for 6000 from _____ in the Amount of \$ _____ for a Length of _____

Action Item Printout

CITY OF ATLANTIS, New York

Request For City Council Action

MEETING DATE: August 24, 2017

DEPARTMENT: Human Resources

FROM: Annie Wilkes

SUBJECT: Contract for a IGA with ADOT - Dysart Road and City of Atlantis Road / I-10 Interchange Improvements

4/21/2017

Discussion:

This road improvement will help all of our citizen's travel in a more efficient manner and really help to decrease traffic at this vial interchange.

Environmental Issues:

All roadwork will be performed with environmentally friendly equipment.

Fiscal Impact:

N/A - Grant Money

Staff Recommendation:

The Staff recommends that this is approved

Accela Council View



CITY OF CHAMBLEE, GEORGIA
City Council Public Hearing - Work Session
Agenda – February 15, 2018 – 6:00 PM

Public Hearings

1. PZ-2017-195: Variances for 3103 Ascot Court (Lopez Residence)
2. PZ-2017-189: Variances and Waiver for 2589 Chamblee Tucker Road (Presta Office Building)
3. PZ-2017-203: Variances for 2437 Woodside Way (Hendriks Residence)
4. PZ-2017-214: Variances for 3913 North Peachtree Road (World Toyota)
5. PZ-2017-220: Variances for 4945 Peachtree Blvd (Gusto!)
6. PZ-2018-222: Variances for 3971 Buford Highway (Bojangles' Restaurant)
7. TA-2018-001: General UDO Amendment

1. Call to Order

2. Announcements and Presentations

1. Discover DeKalb Update
2. North Decatur Lions Club Presentation

3. Staff Action Items

CHAMBLEE

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Who are my representatives? To learn more about your representatives, including contact information, see the [Boards+](#) page on the portal.

Upcoming Meetings Full Calendar RSS

February, 2018

Feb 20, 2018 7:30 PM				
City Council - Regular Meeting				
Feb 27, 2018 6:30 PM				
Downtown Development Authority - Regular Meeting				

See more . . .

Past Meetings Full Calendar RSS

February, 2018

Feb 15, 2018 6:00 PM	Agenda Agenda Packet		
City Council - Public Hearing - Work Session			

January, 2018

Jan 23, 2018 6:30 PM	Agenda Agenda Packet		
Downtown Development Authority - Regular Meeting			
Jan 16, 2018 7:30 PM	Agenda Agenda Packet		
City Council - Regular Meeting			

Accelea Public View



City of Lawrence
KANSAS

City Commission Agendas and Minutes

Current Agenda

[View 02-20-18 Online City Commission Meeting Agenda](#)

Past Agendas

-Year-

2018

February

02-20-18

Commission Meeting

[Video](#)

02-13-18

Commission Work Session

[Agenda](#) [Video](#)

02-06-18

Commission Meeting

[Agenda](#) [Video](#) [Audio](#) [Minutes \(PDF\)](#)

January

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City of Lawrence

CITY COMMISSION

MEETING AGENDA

February 13, 2018 - 5:45 p.m.

(Posted on webpage at 4:35 p.m. on 02/08/18)

City Commission Room, First Floor of City Hall

6 East 6th Street



The City Commission reserves the right to amend, supplement, or re-order the agenda during the meeting.

Updates:
02/09/18 @ 2:40 p.m.:

- Added [corrected minutes](#) to [Consent Agenda Item No. 1](#) – Approve City Commission meeting minutes from 02/06/18.

In order to be included as part of the agenda packet, written communications must be received by the City Manager's Office by 12:00 p.m. on the day of the meeting. Communications received after 12:00 p.m. will be printed and given to the Commissioners at the meeting rather than being included as part of the online agenda. Please send correspondence electronically to bjwalhall@lawrenceks.org. If sending large attachments, please verify receipt by calling 785.832.3400.

A. RECOGNITION/PROCLAMATION/PRESENTATION:

1. Presentation of a citizen donation and the Lawrence Community Housing Trust of a monetary donation to the Affordable Housing Trust Fund.

B. CONSENT AGENDA:

NOTE: All matters listed below on the Consent Agenda are considered under one motion and will be enacted by one motion. There will be no separate discussion on those items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately. Members of the public wishing to speak to an item that has been pulled off the Consent Agenda will be limited to three (3) minutes for comments.

1. Approve City Commission meeting minutes from 02/06/18 - Updated 02/09/18.

2. Ratify minutes from various boards and commissions.

City of Lawrence Public/Council View



REGULAR CITY COUNCIL MEETING
6:30 PM – COUNCIL CHAMBERS – CITY HALL
FEBRUARY 6, 2018

AGENDA

ALL CITIZENS DESIRING TO ADDRESS THE PORT ORANGE CITY COUNCIL DURING CITIZEN PARTICIPATION SHOULD COMPLETE A SPECIAL APPLICATION FORM WHICH IS LOCATED ON THE STANDS OUTSIDE THE COUNCIL CHAMBERS. AFTER COMPLETING THE FORM, PRESENT IT TO THE CITY CLERK.

A. OPENING

1. Invocation - Pastor BJ Foster of Covenant United Methodist Church
2. Pledge of Allegiance
3. Roll Call

B. CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only
5. Agenda Approval
6. Approval of Minutes
 - a. January 16, 2018 - Regular City Council Meeting
 - b. January 23, 2018 - City Council Workshop
7. Bid Awards and Contract Items
 - a. Lakeside Jazz Festival Temporary License Agreement
 - b. Award of ITB #18-04 to Roadscape North Florida, Inc. for Street Striping
8. **Resolution No. 18-2** - Renaming the Segment of Summer Trees Road, north of Taylor Road, to "North Summer Trees Road"

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Port Orange
FLORIDA

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▼ Charter Review Board 2018

Agenda	Minutes	Download
Feb 13, 2018 Charter Review Regular Meeting Packet (PDF)		Download

▼ City Council Regular Meeting 2018 2017 2016 View More

Agenda	Minutes	Media	Download
Feb 6, 2018 City Council Regular Meeting Packet (PDF)			Download
Jan 16, 2018			Download

Civic Plus – Agenda Clerk Public View

Item Number: DISCUSSION ITEMS- II.-10.
Committee 2/19/2018
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 2/14/2018
Submitted By: Jennifer Jones-Lacy
Committee/Department: Admin.
Title: **2018 Super Pass Agreement and Swim Meet Letter of Understanding**
Item Type: Agreement

Recommendation:

Staff recommends approval of the Pool Superpass Agreement as well as the Swim and Dive Meeting Agreement.

Details:

This agreement is similar to one the City has entered into for a number of years with the same partner Cities. It allows a special pass to be used from approximately the end of May to the beginning of September, 2018 to gain access to any of the pools and aquatic centers located in any of the participating Cities. Each City retains half of the revenue from the sale of the super pass and the other half is distributed based on the number of times the super pool pass is used at a City's pool facility divided by the total number of super pool pass use count overall. For example if there are 500 occasions the super pass has been used during 2017 at all pool facilities and 100 of them are at the Roeland Park Aquatic Center then Roeland Park would receive 20 percent of the pooled revenue. The cost of the super pool pass for residents of a participating city is \$60 for up to 5 individuals on one pass, or \$25 for an individual, the same as last year.

The second motion allows area aquatic centers to honor other center's memberships on days an agency is hosting a swim or dive meet.

How does item relate to Strategic Plan?

N/A

How does item benefit Community for all Ages?

N/A

ATTACHMENTS:

Description	Type
 Super Pass Agreement Swim Meet Letter	Cover Memo

Letter of Understanding

This UNDERSTANDING ("Understanding") is made and entered into this ____ day of _____, by and between the **Johnson County Park & Recreation District** and the **Cities of Fairway, Leawood, Prairie Village, Roeland Park, Mission and Merriam** (individually referred to as "Hosting Agency and collectively as "Hosting Agencies"), for the following arrangement (the "Arrangement"): On days when an agency hosts a swim or dive meet, all other non-hosting agencies will honor host agency memberships.

RECITALS

1. The Hosting Agencies recognize the importance of cooperation for the purposes of providing high quality services to their constituents; and
2. Each of the Hosting Agencies is involved in the Johnson County Swim and Dive League or the MOKAN Swim and Dive League.

CONDITIONS

1. This Arrangement shall only apply to the 2018 swim and dive team season from the beginning of June to the end of July.
2. This Arrangement is only applicable on days when a Hosting Agency must be closed during regular business hours to host a meet.
3. Members of the Hosting Agencies may gain admission, at no cost, to any non-Hosting Agency's outdoor swimming pool facilities by providing agency issued membership identification.
4. Non-Hosting Agencies will honor host agency memberships during ALL regular business hours on meet days.
5. Any Hosting Agency may "opt out" of this Arrangement by providing written notice to each other Hosting Agency. Hosting Agencies shall meet at the end of the season to evaluate the success of the Arrangement and determine participation for the 2019 season.
6. The purpose of this Agreement is only to set forth the rights and duties of the parties with regard to the cooperative use of Pool Facilities described above. This Agreement does not create any right, benefit, or cause of action for any third party. By executing this Agreement, none of the parties waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. Each party shall be solely responsible for any loss, damage, injury, or

death to a third party (parties) arising out of or related to the acts or omissions of its employees or agents and not those of any other party.

[signatures]

CITY OF FAIRWAY, KANSAS

By: _____

Melanie Hepperly, Mayor

Attest: _____

CITY OF LEAWOOD, KANSAS

By: _____

Peggy Dunn, Mayor

Attest: _____

CITY OF MERRIAM, KANSAS

By: _____

Ken Sissom, Mayor

Attest: _____

CITY OF MISSION, KANSAS

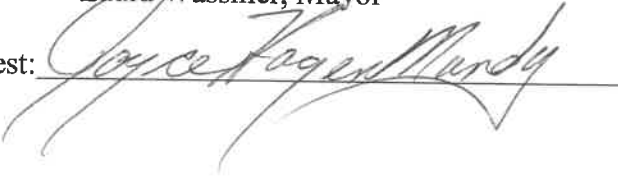
By: _____

Ron Appletoft, Mayor

Attest: _____

CITY OF PRAIRIE VILLAGE, KANSAS

By: 
Laura Wassmer, Mayor

Attest: 

CITY OF ROELAND PARK, KANSAS

By: _____
Mike Kelly, Mayor

Attest: _____

JOHNSON COUNTY PARK AND RECREATION DISTRICT

By: _____
Nancy Wallerstein, Board Chair

Attest: _____

**AGREEMENT BY AND AMONG THE CITY OF FAIRWAY, KANSAS, THE CITY OF
LEAWOOD, KANSAS, THE CITY OF MERRIAM, KANSAS, THE CITY OF MISSION,
KANSAS, THE CITY OF PRAIRIE VILLAGE, KANSAS, THE CITY OF ROELAND
PARK, KANSAS, AND JOHNSON COUNTY PARK AND RECREATION DISTRICT
FOR USE OF SWIMMING POOL FACILITIES**

This Agreement made and entered into as of the effective date specified herein by and among the City of Fairway, Kansas ("Fairway"), the City of Leawood, Kansas ("Leawood"), the City of Merriam, Kansas ("Merriam"), the City of Mission, Kansas ("Mission"), the City of Prairie Village, Kansas ("Prairie Village"), the City of Roeland Park, Kansas ("Roeland Park"), and Johnson County Park and Recreation District ("JCPRD") as operator of the Roeland Park swimming pool facility.

RECITALS

A. The cities of Fairway, Leawood, Merriam, Mission, Prairie Village and Roeland Park (each a "City" and collectively the "Cities") and JCPRD as operator of the swimming pool facility for Roeland Park, operate the public outdoor swimming pool facilities ("Pool Facilities") described on the attached Exhibit A.

B. The Cities desire to enter into this Agreement to allow the residents of each City the option to use all of the Pool Facilities during the 2018 swim season with the purchase of a special pass.

C. K.S.A. § 12-2908 authorizes the cities to enter into this agreement.

D. K.S.A. § 19-2862 authorizes JCPRD to enter into this agreement.

NOW, THEREFORE, pursuant to, and in accordance with, the statutory authority invested in the parties to this Agreement, and in consideration of the mutual advantage received by each party, the parties hereto enter into this Agreement upon, and subject to, the following terms and conditions:

I. PURPOSE AND INTENT.

The purpose of this agreement is establish cooperation among the Cities, and JCPRD as operator of the Roeland Park pool facility, by making all of the Pool Facilities available for use by the qualified patrons of all the Cities with the purchase of a special pass during the 2018 swim season, which commences approximately May 26, 2018 and ends approximately September 3, 2018.

II. EFFECTIVE DATE AND TERM.

This Agreement shall become effective upon its adoption by each participating jurisdiction and shall remain in full force and effect for a term of one (1) year from the effective date hereof.

III. COOPERATION USE OF POOL FACILITIES.

As part of its program for use of its Pool Facilities during the 2018 swim season, each City shall establish and authorize a category of pool pass entitled "Super Pool Pass" with the following features:

a. The Super Pool Pass will be offered by each City as an additional option to Qualified Patrons, defined below, who are purchasing a family or individual season pass to that City's Pool Facilities. As to each City, the term "Qualified Patron" means (a) residents of the City, and (b) non-residents of the City who have purchased a pool membership in the City for the immediately preceding year.

b. For Qualified Patrons who are residents of a City, the cost of a Super Pool Pass will be \$60 per up to five (5) person family category of seasonal pool pass, with an additional charge of \$5 for each additional family member, and \$25 per individual category of seasonal pool pass. For Qualified Patrons who are non-residents of a City, the cost of a Super Pool Pass will be \$65 per up to five (5) person family category of seasonal pool pass, with an additional charge of \$5 for each additional family member, and \$30 per individual category of seasonal pool pass.

c. The Super Pool Pass fee will be collected by each City in the same manner as standard seasonal pool passes.

d. The Super Pool Pass will be designated with a high quality, not easily reproducible sticker added to the seasonal pass card of qualified patrons. The Cities will agree in advance on the form and cost of the sticker. Cities without seasonal pass cards will need to produce a form of season pass card on which to affix the sticker. The cost of the stickers will be funded by the pooled dollars described below.

e. The Super Pool Pass will authorize the holders access to any of the Pool Facilities described on the attached Exhibit A during the 2018 swim season.

f. Each City will keep track of (i) the sales of Super Pool Passes by category, and (ii) the number of times each day a Super Pool Pass is used to enter any of its Pool Facilities and how

many individuals are admitted for each use of a family Super Pool Pass; and report these counts by email at the end of the season to the Assistant to the City Administrator at Prairie Village. Prairie Village will email the tally to all of the Cities promptly upon receipt of the tallies from all Cities.

g. Each City will retain one-half of the Super Pool Pass revenue, and hold the other half (the "Shared Revenue") in suspense until the end of the season.

h. The Shared Revenue will be summed to reach a total of pooled revenue, and used initially to pay for the cost of the stickers. The remaining pooled revenue will then be distributed proportionally to each City based on the Super Pool Pass use count at the City's Pool Facilities divided by the total number of Super Pool Pass use count. The calculation will be used to determine the transfer of funds among Cities based on money collected and due each entity. For example, if at the end of the 2018 swim season Super Pool Passes were used on 500 occasions at all Pool Facilities, and on 100 occasions at the Mission Pool Facilities, then Mission would be credited 1/5th of the pooled revenue. This number will be compared to dollars collected in Mission to determine transfer in or out of funds.

i. Qualified Patrons who are residents may only purchase Super Pool Passes from the City in which they reside.

IV. POOL SAFETY STANDARDS

Each City agrees to operate and maintain its Pool Facility in compliance with safety standards generally applicable to municipal pool facilities in Kansas, including, but not limited to, the following practices:

a. All Pool Facilities must comply with federal regulations contained in the Virginia Graeme-Baker Act.

b. All Pool Facilities must be municipally owned and either (a) operated by municipal staff, (b) operated by a professional pool management company engaged by the city, or (c) operated by JCPRD.

c. All Pool Facilities must meet facility standards in regards to proper placement of guards, number of guards on duty and facility readiness standards as published by the American Red Cross, Ellis and Associates, or Starguard.

d. All lifeguards must receive lifeguard certification from an accredited association.

V. LIABILITY

The purpose of this Agreement is only to set forth the rights and duties of the parties with regard to the cooperative use of Pool Facilities described above. This Agreement does not create any right, benefit, or cause of action for any third party. By executing this Agreement, none of the parties waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. Each party shall be solely responsible for any loss, damage, injury, or death to a third party (parties) arising out of or related to the acts or omissions of its employees or agents and not those of any other party.

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

[signature pages follow]

CITY OF FAIRWAY, KANSAS

By Melanie Hepperly
Melanie Hepperly, Mayor

Attest:

Kim H. Young
City Clerk

Approved as to Form:

[Signature]
City Attorney

CITY OF LEAWOOD, KANSAS

By _____
Peggy Dunn, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF MERRIAM, KANSAS

By _____
Ken Sissom, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF MISSION, KANSAS

By _____
Ron Appletoft, Mayor

Attest:

City Clerk

Approved as to Form:

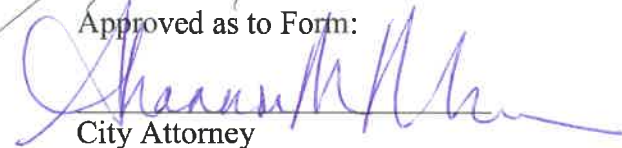
City Attorney

CITY OF PRAIRE VILLAGE, KANSAS

By 
Laura Wassmer, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF ROELAND PARK, KANSAS

By _____
Mike Kelly, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

JOHNSON COUNTY PARKS AND
RECREATION DISTRICT

By _____
Nancy Wallerstein, Board Chair

Attest:

Steven L. Baru, Secretary

Approved as to Form:

Ernie Ballweg, District Legal Counsel

Exhibit A

CITY	OUTDOOR POOL FACILITIES
Fairway	6136 Mission Road Fairway, KS 66205
Leawood	10601 Lee Boulevard Leawood, KS 66206
Merriam	6040 Slater Merriam, KS 66202
Mission	6090 Woodson Road Mission, KS 66202
Prairie Village	7711 Delmar Street Prairie Village, KS 66208
Roeland Park/Parks and Recreation District	4843 Rosewood Drive Roeland Park, KS 66205

Item Number: DISCUSSION ITEMS- II.-11.
Committee 2/19/2018
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 7/14/2017
Submitted By: Tom Madigan, Michael Poppa, Becky Fast, Tim Janssen
Committee/Department: Admin.
Title: **KOMA KORA Changes**
Item Type: Other

Recommendation:

We the undersigned, request an update/discussion agenda item addition to the 2/5/2018 workshop meeting.

Details:

Councilor Madigan received a reply to his request for clarification regarding KOMA, from the Johnson County District Attorney's office. That reply is included with this request.

Attached changes to KOMA/KORA.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
☐ Memo	Cover Memo
☐ HB 2301	Cover Memo
☐ KOMA/KORA changes	Cover Memo
☐ KOMA District Attorney Opinion	Cover Memo

Memorandum

To: Roeland Park City Council
cc: Keith Moody, Kelley Bohon, Jennifer Jones Lacey
From: City Attorneys, Zerger & Mauer LLP
Date: 7/14/2017
Re: Changes in KOMA – Kansas Open Meetings Act

Accompanying this memo is a flyer from the League of Kansas Municipalities (“LKM”) discussing recent changes implemented by the Kansas Legislature in House Bill 2301. We agree with the first part of the memo that the justification for going in to executive session now needs to be more specific to identify a specific section of K.S.A. 75-4319(b). For your convenience, a list of the approved topics for executive session accompanies this memo.

In the LKM flyer, they also express an opinion that the statutory change precludes the Council from announcing that it is going into executive session for more than one topic. LKM is of the opinion that before a second topic can be discussed, the Council must reconvene in open session and then go back into executive session. The City has investigated this opinion and it appears to be somewhat unsupported by the debate on these changes during the legislative session. More importantly, it seems to be very impractical and immaterial for purposes of providing the public with “notice” of the reasons for executive session. The City Council will have to decide how it wants to proceed when going into executive session. If the City Council chooses to go into executive session just once and discuss multiple matters, it is our belief that we could defend that position and it would not violate State statute. However, if you choose to follow LKM’s recommendation, we certainly understand.

We will be prepared to address any questions you might have at the next Council Workshop.

KOMA LEGISLATIVE CHANGES FOR EXECUTIVE SESSION (2017)

While on the surface the changes to the Kansas Open Meeting Act in Section 4 of HB 2301 appear minor, the bill makes some significant changes to the procedure for recessing into executive session in order to codify best practices and encourage a more open process.

Previously in order to recess into executive session, K.S.A. 75-4319 required the following:

“Any motion to recess for a closed or executive meeting shall include a statement of: (1) The justification for closing the meeting; (2) the subjects to be discussed during the closed or executive meeting; and (3) the time and place at which the open meeting shall resume. Such motion, including the required statement, shall be recorded in the minutes of the meeting and shall be maintained as a part of the permanent records of the public body or agency. Discussion during the closed or executive meeting shall be limited to those subjects stated in the motion.”

Subjects was defined in K.S.A. 75-4319(b) as the sixteen allowable reasons to recess into executive session. Section 4 of HB 2301 changes the requirements for a motion to recess into executive session. As of July 1, 2017, K.S.A. 75-4319 requires the following:

“Any motion to recess for a closed or executive meeting shall include: (1) A statement describing the subjects to be discussed during the closed or executive meeting; (2) the justification listed in subsection (b) for closing the meeting; and (3) the time and place at which the open meeting shall resume. The complete motion shall be recorded in the minutes of the meeting and shall be maintained as a part of the permanent records of the public body or agency. Discussion during the closed or executive meeting shall be limited to those subjects stated in the motion.”

The new language appears to change the definition of subjects. What was previously defined as subjects is now defined as the justification listed in subsection (b). Subjects appears to now take on its commonly understood meaning. This means that a city now must include a brief description of what topics or subjects will be discussed while still protecting important privacy interests. For example, if the city wanted to discuss a specific employee's performance, the motion would read as shown below.

NEW PROCEDURE

I move the city council
recess into executive session

to discuss an individual
employee's performance

SUBJECTS TO
BE DISCUSSED

pursuant to the non-
elected personnel matter
exception, K.S.A. 75-

4319(b)(1). The open

meeting will
resume in the

city council chamber at
7:25 p.m.

JUSTIFICATION
FOR
EXECUTIVE
SESSION BY
STATE
STATUTE

TIME AND
PLACE TO
RESUME

OLD PROCEDURE

I move the city council
recess into executive session

to protect the privacy
interest of an individual
employee pursuant to the

non-elected personnel
matters exception, K.S.A.

75-4319(b)(1). The open

meeting will
resume in the

city council
chamber at 7:25 p.m.

JUSTIFICATION
FOR
EXECUTIVE
SESSION BY
STATE
STATUTE

SUBJECT FOR
EXECUTIVE
SESSION BY
STATE
STATUTE

TIME AND
PLACE TO
RESUME

The other significant change is that previously, the statute required the motion contain the subjects to be discussed. By using plural, a city could in theory recess to executive session pursuant to more than one reason listed in K.S.A. 75-4319(b). For example, the city could recess to discuss both personnel matters of nonelected personnel and to discuss the preliminary discussions relating to the acquisition of real property in the same executive session.

In changing the word *subjects* to *justification*, the legislature changed the language from plural to singular. When the legislature revises an existing law, the court presumes that the legislature intended to change the law as it existed prior to the amendment.¹ This means a court would likely find that the legislature intended to limit a body's ability to go to executive session to one justification listed in K.S.A. 75-4319(b) and thus as of July 1, 2017, a city can only go to executive session for one of the justifications listed in K.S.A. 75-4319(b) at a time. To discuss matters under a different justification, the governing body would need to return to the open meeting and recess into a second executive session using a new motion.

If you have any questions regarding these changes, please contact the League Legal Staff at (785) 354-9565.

¹ See *Brennan v. Kansas Insurance Guaranty Ass'n*, 293 Kan. 446, 458, 264 P.3d 403 (2011).

KOMA CHANGES

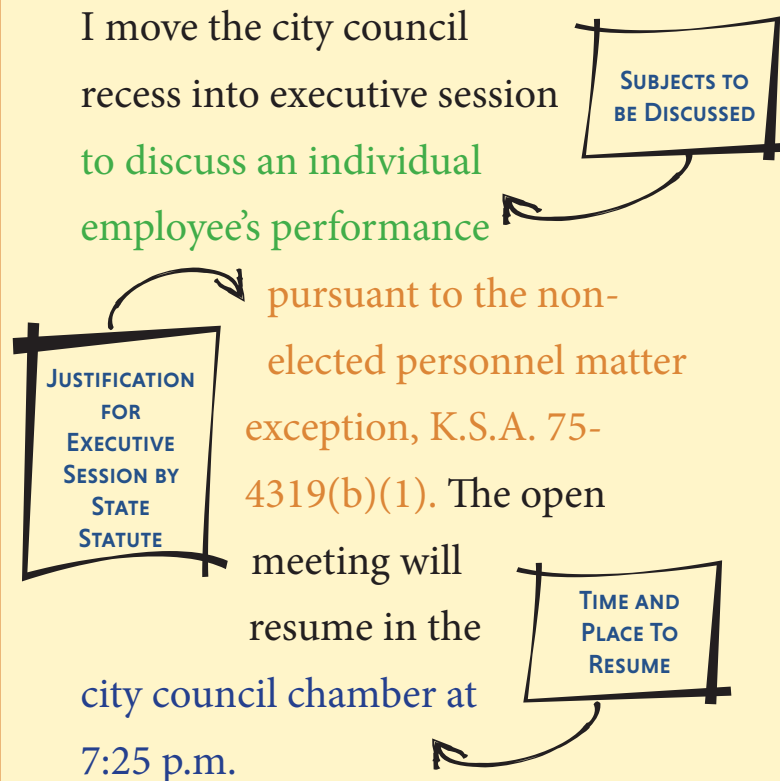
LEGISLATIVE CHANGES TO EXECUTIVE SESSION MOTIONS (JULY 2017)



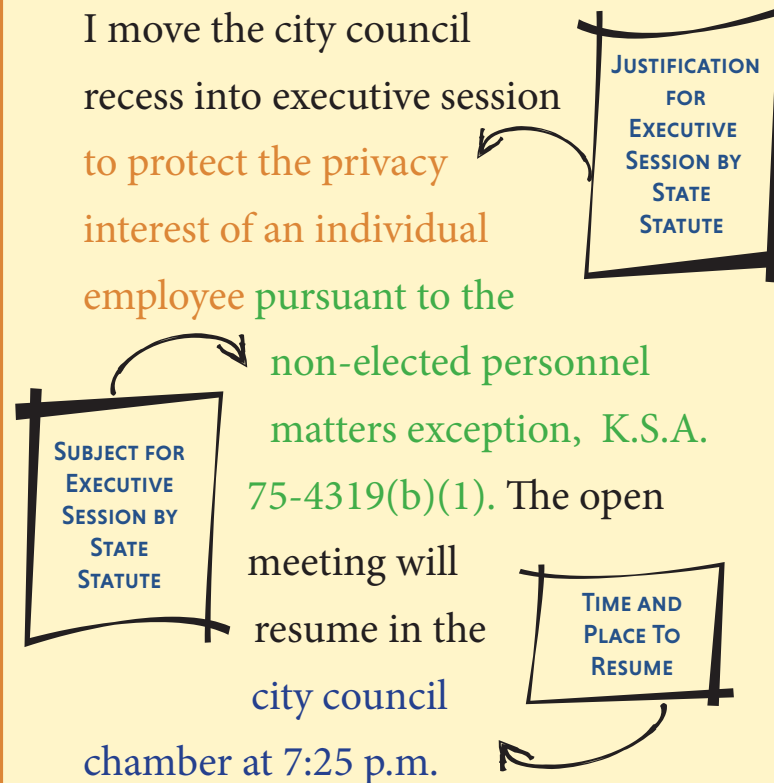
THE LEGISLATION

HB 2301 makes changes to the Kansas Open Meetings Act (KOMA) by modifying the procedure under KOMA for executive session. The bill requires any motion to recess for a closed or executive session to include a statement describing the subjects to be discussed during the closed or executive session and the justification for closing the meeting. Below is an example of a motion to recess into executive session for personnel matters of non-elected personnel.

NEW PROCEDURE



OLD PROCEDURE



Members can view
this informaton
online at
[www.lkm.org/
relatedinformation](http://www.lkm.org/relatedinformation)



THE
LEAGUE
OF KANSAS MUNICIPALITIES
300 SW 8th Avenue, Suite 100
Topeka, KS 66603

Mr. Madigan:

Before getting to your question, I wanted to address a couple of things. First, my response to your question is only as good as the facts that you have provided. There may, or may not, be other facts in your case that affect a determination of whether the KOMA was violated. So, when considering my response, consider in the context of a hypothetical situation.

Second, the term "quorum" no longer applies in the context of the KOMA. In 2008, K.S.A. 75-4317a was amended to state, "As used in the open meetings act, "meeting" means any gathering or assembly in person or through the use of a telephone or any other medium for interactive communication by **a majority of the membership** of a public body or agency subject to this act for the purpose of discussing the business or affairs of the public body or agency." K.S.A. 2016 Supp. 75-4317a (Emphasis added). When considering whether the KOMA has been violated, you need not use quorum rules. You only need to determine if a majority of the body is present.

Finally, it sounds like you already hold these meetings as "open meetings." If that is the case (i.e. you are giving notice), it does not matter if other members of the board are present. This issue has arisen with other boards and councils in Johnson County, and I always recommend that they err on the side of caution, and give notice of any meeting where there is the potential for a majority of the members to attend. If you simply give notice, you won't have to worry about any KOMA issues.

You have asked whether all members must participate in the conversation to violate the KOMA. To violate the KOMA, the following elements must be established:

- (1) the governing body must be subject to the KOMA;
- (2) there must be a meeting by a majority of the members of the governing body;
- (3) the members must have shared a common topic of discussion concerning the business or affairs of the body; and
- (4) any or all members must have intended to reach an agreement on a matter that would require binding action to be taken by the body or agency.

Associated Press v. Sebelius, 31 Kan. App. 2d 1107, 1116, 78 P.3d 486 (2003). "In an action to enforce the KOMA, 'the burden of proof shall be on the public body or agency to sustain its action.' K.S.A. 75-4320a(b)." Kan. Atty Gen. 98-26 (April 20, 1998). An interactive communication "requires a mutual or reciprocal exchange between members of a body or agency subject to KOMA." Kan. Atty. Gen. 09-22 (October 28, 2009).

The Kansas Attorney General, in Opinion 00-64 (December 15, 2000), addressed a similar issue. In 00-64, an administrative hearing between the code enforcement Officer and property owners was held to deal with maintenance issues. Orders issued at the hearing would ultimately be appealed to the City Council. City council members would attend the hearings, but only to

observe. At one hearing where a majority of the counsel was present, the Assistant City Attorney (acting as presiding officer) suggested that one of the council members leave because of a potential violation of the KOMA. After the meeting, a number of citizens questioned the remaining council members concerning policies on code enforcement.”

The A.G. was asked to consider “whether the members must participate in the discussion to trigger the KOMA.” She found that, “[t]he KOMA only describes and regulates actions of the actual members of a public body or agency. Only the members' actions can violate the Act. We believe that this leads to the conclusion that the members must engage in a discussion of the business and affairs of the body or agency to trigger the KOMA. Moreover, the purpose of KOMA is that the ‘conduct of governmental affairs and the transaction of governmental business be open to the public.’ To say that the KOMA is triggered when the members are mere observers would not promote that purpose.” Kan. Atty Gen. 00-64, *1.

The A.G. did, however, question the prudence of a majority of a board attending a meeting. “By attending a meeting in which there was going to be a discussion of code enforcement, without giving KOMA notice, the members placed themselves in a difficult situation. Without deciding exactly when they would cross the line to a “discussion,” it would doubtless be difficult for an elected official to sit without comment if a member of the public addressed a question to the official. The members stood at the top of a very steep slippery slope with a KOMA violation at the bottom.”

Your situation appears more dangerous than 00-64, as members of the board are actually on the committee. But it appears from the statutory language and A.G.’s opinion that, as long as a majority is not actively participating, it is not a violation of the KOMA. So, although you may be able to hold a meeting without violating the KOMA, it really puts you in a dangerous situation.

Sincerely:

Shawn E. Minihan

Item Number: Committee Minutes- A.-1.
Committee 2/19/2018
Meeting Date:



City of Roeland Park

Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **Parks 1/10/2018 Minutes**
Item Type:

Recommendation:

Details:

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
 Parks 1/10/2018 Minutes	Cover Memo

Agenda
Parks Committee
CITY of ROELAND PARK
Wednesday January 10th, 2018; 6:00pm-8:00pm
Roeland Park City Hall

Committee:

Cory Coe-**Present**
Emily Hage-**Present**
Jared Luebe
Jennifer Provyn-**Present**
Jim Kanally

Kathleen Whitworth-Absent
Patrick Franken-Absent
Tyler Steele-**Present**
Becky Fast (Council Liaison) -**Present**
Jose Leon (Public Works Director) -**Present**

Guests:

Gretchen and Ardie Davis
Shea Geist
Judy Hyde
George Knipp
Laura Yankovitz

PURPOSE. The purpose of the parks advisory committee is to make recommendations to the governing body concerning city owned parks and parkland. The committee shall also act as a tree board to recommend regulations relating to the planting of trees, shrubs and other plantings upon city owned property; to promote beautification of the city and the protection of the public health and safety; and to provide for the preservation and removal of diseased tree, shrubs and plantings.

I. Administrative

- A. Call to order at 6pm
 - 1. Amendments to agenda **Parks wanted to congratulate (an understandably absent) Jared and his wife on a healthy baby girl, born 1/6/2018!**
 - 2. December minutes **APPROVED**
 - 3. Vote for 2018 Chair and Vice Chair **Delayed until February when more members are present**

II. Old Business

- A. 2017 Objectives **REVIEWED**
 - 1. Remove damaged/dead trees from Nall Park
 - 2. Shade Structures (R Park; Granada; pool; 10/31/18)
 - 3. R Park site development plan (11/2018)
- B. Wish List (Attachment 1; also Excel sheet under separate cover)
 - 1. **The majority of the February meeting will be spent translating the current Wish List over to a categorized list of potential Objectives**
 - 2. **Parks will need to prioritize Objectives and consider Objectives for the upcoming 2019 budget cycle**
- B. Granada Park: scratched bench repaired and returned to Public Works **PW will install in 2018**
- C. Budget
 - 1. 2018 Budget: \$969.27 in Community Foundation; \$1000k 2018 budget allotment
 - a. Nall Park: signage (Attachment 2)
 - i. **Committee liked the concept, did want options on the wood frame**
 - ii. **Jose to speak with Keith about using wayfinding budget for the design fee**
 - iii. **Jose also to follow-up with Midway Signs—company creating new City wayfinding signs—about providing a design and cost estimate**
 - iv. **Committee will thank Jon Dunn and ask that he wait until next month when we have information regarding a possible funding source for the signs, as well as feedback from Midway Signs**
 - b. Park2Park run event: financial support from all City committees is being requested (Attachment 5)

Meeting Dates for 2018:

Jan 10	Feb 14	Mar 14	Apr 11	May 09	Jun 13
Jul 11	Aug 08	Sept 12	Oct 10	Nov 14	Dec 12

- i. Committee does want to provide support but needs to better understand how much and for what
 - ii. Committee noted that support could also be provided in the form of volunteering, etc.
 - iii. Laura Steele—lead for the event—will be invited to the February Parks meeting to provide more detail; Parks can then determine a donation to the event
- 2. 2017 monies generated from soccer leagues at R Park goes into a General Fund
 - a. Committee accepts this process and understands that the monies go into a General Fund
- D. Carpenter Park (Attachment 3)
 - 1. Committee approves Jennifer presenting the Keystone Ridge Exeter bench design to Council in January for approval
 - 2. Committee also approves Jennifer presenting the Keystone Ridge Exeter trash receptacle design to Council in January for approval
 - 3. Committee did not have a problem with the recommendation that the bench design include ipe slats if Council prefers that look over solid metal
- E. Nall Park multi-use bike trail
 - 1. The grand opening date and other logistics will be determined at the February meeting
 - 2. Jose is following up with Brett from Urban Trail Co this month about residual honeysuckle that was removed from the trail but then not removed from the Park
- F. R Park
 - 1. Shelter/shade structure: presentation to Council 01/22—Jennifer will present, all are encouraged to attend
 - a. Given that the total cost of a non-official estimate by a local contractor (who will provide this to George Knipp) for 2 shade structures at R Park is <\$50k, Parks approves the presentation and recommendation to Council 1/22 to put the design out for bid
 - b. Parks requires that the total non-official estimate be sent to Parks prior to any information packets on the structures are sent to Council
 - 2. Shelter/shade structure information packet
 - a. Parks approves Patrick, Gretchen Davis (Ad Hoc Task Force member), and Jennifer meeting on 1/14 to discuss and finalize an information packet for dissemination to Council prior to the 1/22 meeting
 - b. Parks requests that this packet be forwarded along to all Parks members as soon as it is available, and certainly prior to dissemination to Council
 - 3. Tennis Court RFP
 - a. Budget is \$130k
 - b. 4 bids came in
 - i. McConnell & Associates had the best bid but were still over by ~\$20k
 - ii. City Staff is going to work with McConnell & Associates on the bid
 - iii. Intention is still to build the tennis courts this year
 - 4. Planting plan for 2018
 - a. No plan for 2018 at the current time; we may just plant the few trees from the 2017 plant that were not planted in 2017
 - 5. Arboretum
 - a. We believe that Kim Bombarger is still applying a grant this year that includes Roeland Park, so we are holding on applying for Level 1 Arboretum status for R Park

IV. New Business

- A. No Motorized Vehicles in the Parks Ordinance (Attachment 4)
 - 1. Parks is grateful that Council member Madigan is championing an ordinance for no motorized vehicles in any of Roeland Park's parks and Parks will support him should he need any assistance

Meeting Dates for 2018:

Jan 10	Feb 14	Mar 14	Apr 11	May 09	Jun 13
Jul 11	Aug 08	Sept 12	Oct 10	Nov 14	Dec 12

- B. Mowing Company
 - 1. Parks agreed that we need to trust Public Works that the issues that have been outlined with the current mowing company are being addressed; relative to the mowing company and work therein, Parks will continue to monitor the condition of the parks this spring and summer and report any issues they see, or any citizen complaints, immediately to Public Works
 - 2. Public Works has included string trimming the trail at R Park in the new contract; if the contracted mowing company cannot agree to this, then Public Works is going to put out a request for new contractors
 - 3. Public works has purchased an edger and will edge the trail at R Park a few times a year to also help control overgrowth
- B. Forestry
 - 1. Public Works is working out a tree maintenance schedule with the arborists at the contracted tree service company
 - 2. Public Works anticipates the company providing industry guidelines (e.g. a watering schedule) for Public Works to follow
 - 3. Public Works is also working on a contract to have an arborist from the contracted company check the City trees 2x's per year: in the spring and in the fall
- C. Grant work
 - 1. First National Bank
 - a. general donation application for \$20k; Jennifer will assume responsibility and writing will begin 1/14
 - 2. AAD grant for shade structures (Sept 2018) on track but may need consider writing for Granada Park if the R Park shade structures are already built
 - 3. Potential Water Quality grant forwarded to Parks from Sustainability as an opportunity to collaborate Emily to research and report back to Parks
 - a. <http://marc.org/Environment/Water-Resources/Water-Quality-Grants/Overview>

Meeting Dates for 2018:

Jan 10	Feb 14	Mar 14	Apr 11	May 09	Jun 13
Jul 11	Aug 08	Sept 12	Oct 10	Nov 14	Dec 12

Attachment 1: Wish List

Parks draft wish list for 2018 (1.1)

2018 Budget Allotment-\$Unknown			
Action- Spring and summer 2018	Cost	Responsible Parties	M or I*
Expand lawn contract to include blow off of limestone trail in R Park and string trim trail @ mowing	\$1500 app	PW, City, Lawn Service	I
Install Nall Park dual trash & recycle bin-steel bolts required	\$500 app	PW, City, Lawn Service	M
Install Butterfly Garden at Nall Park in Rain Garden	\$500 app	TBD	I
Renovate two islands east of Roe	\$2000 app	TBD	I
Purchase one additional and one replacement tree marker for new trees	\$36 each plus shipping, stakes and locks	TBD	M & I
Nall Park Grill replacement as needed	\$200 app each	TBD	M
Purchase and install three new metal trash bins in Nall Park plus pad and steel bolts	\$2805 app plus shipping	TBD	M
Nall Park Round about landscaping	\$1000 app	TBD	I
Add whimsical art piece at pool entrance	\$1500 app	TBD	I
Purchase and install 3 eight foot benches at Carpenter & coordinating trash bin-Pads not required for benches, pad may be required for trash bin-Not Approved	\$5760 app	Council, Parks, City & PW	M
Upgrade Nall Park Trailhead sign	\$1000 app	TBD	I
Purchase and install 3 new Juniper trees in R Park as 2017 carryover from plan	\$3000 app	TBD	M
Plant and maintain island urns	\$500 app	TBD	I
Apply for level one Arboretum status in R Park	\$0	Parks	I
Replace two damaged trees in R Park	\$2000 app	Vendor and PW	M
Install 4 new benches in Granada Park-pads and steel bolts required	\$1000 app	PW	M
R Park quarterly trail maintenance	\$500 app per quarter	City, PW	M
Plan Arbor Day Celebration-City funded-April 27th	\$500 app	PW, Parks	M
Park to Park Fundraiser Run-Fall	Unknown	Parks Sustainability, City	I
Plan and Fund Nall Park trail grand opening	\$500 app	Parks	I
Install bicycle course in R Park on asphalt in partnership with Sustainability and Bike walk KC-Not approved	\$2000 app	Sustainability, Parks, City	I
Forestry Services	\$75K per hour	PW	I
Playground Equipment Maintenance	Unknown	PW	M
Move to Arts Committee			
Replace urn on Island east of Roe	\$200 app	Arts & PW	I
Move to Site Prep Budgeted for 2018			
Lower manhole cover in R Park	Unknown	TBD	
Fall professional aeration, seeding and fertilizing of R Park	Unknown	TBD	I
Grading in R Park for Soccer	Unknown	TBD	I
Maintenance/Improvements as allowed or for 2019 budget			
Nall Park teeter totter purchase	\$1200 app plus shipping	TBD	I
Purchase and install new benches in Nall Park plus pads & steel bolts	\$5000 app plus shipping	TBD	M
Three new bike racks plus pads & steel bolts for Nall Park	\$910 plus shipping plus pads and bolts	Parks, City, PW	I
Shade structures for Granada, pool and R Park above budget of 2018	\$36K (?) in budget	Parks, PW	I
app=approximate			*Maintenance (M) or Improvement(I)

Meeting Dates for 2018:

Jan 10	Feb 14	Mar 14	Apr 11	May 09	Jun 13
Jul 11	Aug 08	Sept 12	Oct 10	Nov 14	Dec 12

Client:
City of Roeland Park
4850 Rosewood Drive
Roeland Park, KS 66205
913-826-3160

Agency:
2A Marketing
419 Main St.
Belton, MO 64012
816-318-8898



PROPOSAL

January 10, 2018

Scope of Work

Main objective:

To build weatherproof trailhead sign and map kiosks at the Nail Park Singletrack Trail.

Breakdown:

1. Design a cohesive trail map sign that incorporates trail rules, trail map, a "You Are Here" arrow letting trail users know where they are on the map, biking and hiking yield symbol, city website url, trail group's Facebook url and trail map app (MTB Project). The Nail Park Singletrack Trail is already on the app, users can navigate their way through the trails using it.
 2. Print two 4'x6' full color weatherproof outdoor sign panels.
 3. Build two trailhead kiosks out of pressure treated lumber.
 4. Installation.
-

Meeting Dates for 2018:

Jan 10	Feb 14	Mar 14	Apr 11	May 09	Jun 13
Jul 11	Aug 08	Sept 12	Oct 10	Nov 14	Dec 12

EXAMPLES



Meeting Dates for 2018:

Jan 10
Jul 11

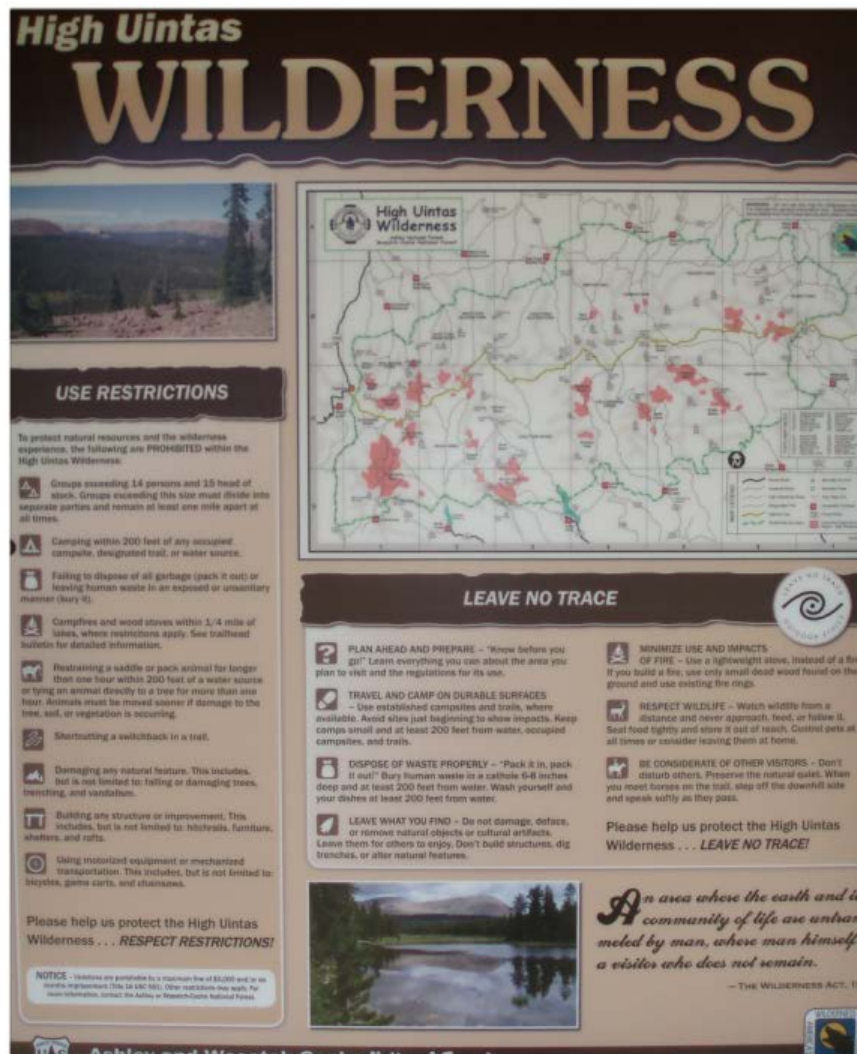
Feb 14
Aug 08

Mar 14
Sept 12

Apr 11
Oct 10

May 09
Nov 14

Jun 13
Dec 12



This is an example of a weatherproof print and design that is similar to what we are proposing.

EXAMPLES

Design: **\$660**

Carpentry & Building Material: **\$860**

Weatherproof Signs: **\$1,000**

Total Project Cost: **\$2,520**

Meeting Dates for 2018:

Jan 10
Jul 11

Feb 14
Aug 08

Mar 14
Sept 12

Apr 11
Oct 10

May 09
Nov 14

Jun 13
Dec 12

Carpenter Park Options and Prices

Three eight foot Exeter design benches as shown, one 22 gallon Exeter design trash bin w/custom lid (larger sizes available)=\$5765 or \$6065 with customized lpe wood slats on bench

\$1505 each as shown=\$4515

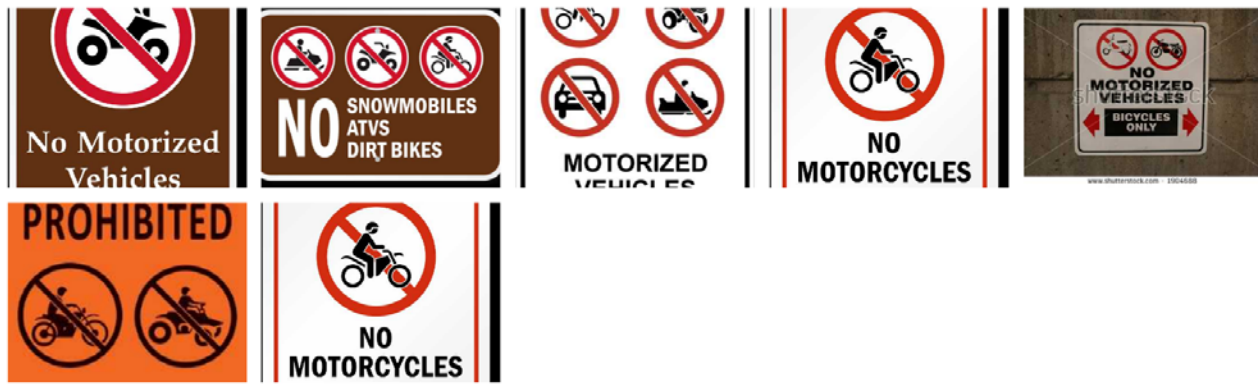


\$125



Meeting Dates for 2018:					
Jan 10	Feb 14	Mar 14	Apr 11	May 09	Jun 13
Jul 11	Aug 08	Sept 12	Oct 10	Nov 14	Dec 12

Attachment 4: Examples of No Motorized Vehicles signage



Meeting Dates for 2018:

Jan 10
Jul 11

Feb 14
Aug 08

Mar 14
Sept 12

Apr 11
Oct 10

May 09
Nov 14

Jun 13
Dec 12



Event Logistics

- Start/stop: R Park
- Time: 7 -10:30 am
- Participants: 125+
- Ages/abilities: All

Event Goals

Fundraiser for parks in Roeland Park Promote active lifestyles Community engagement Park awareness & utility

- Roeland Park has SIX parks – many people are unaware of this fact. The Park2Park event will highlight our numerous green spaces by having a route that runs past **all** of the parks in the city.
- Lots of residents already practice active lifestyles and promotion of Roeland Park as a city that encourages locals and visitors to use our streets and parks for places of healthy activities through the Park2Park event may therefore prove to be a source of income and municipal recognition.
- Roe Boulevard is seen as a divider of the city. This event will bond the two sides, demonstrating ways people can access the parks on both sides of the Boulevard. Furthermore, it will increase the visibility of event participants as pedestrians to road users as they safely cross at marked intersections during Park2Park.
- As more people become aware of the locations of the parks, interest will increase in using them. Activities will be taking place in each park that will inspire residents and visitors alike to get outside and use these spaces.

Community outreach efforts will include promotion via Roeland Park social media channels and city website, community events, community newsletter announcements, and public banners. Targeted outreach efforts to runners will include race calendars, in-store promotion, and social media blasts in collaboration with sponsors and other community partners.

Meeting Dates for 2018:

Jan 10	Feb 14	Mar 14	Apr 11	May 09	Jun 13
Jul 11	Aug 08	Sept 12	Oct 10	Nov 14	Dec 12

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



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: Ad Hoc Development Committee Draft Minutes 2/15/2018
Item Type:

Recommendation:

Details:

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Item Number: Committee Minutes- A.-3.
Committee 2/19/2018
Meeting Date:



City of Roeland Park

Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **Events 1/18/2018 Minutes**
Item Type:

Recommendation:

Details:

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
 Events 1/18/2018 Minutes	Cover Memo

Minutes
Community Events Committee
CITY of ROELAND PARK
Thursday, January 18, 2018; 7:15 pm
Roeland Park City Hall

Committee Member

Stephanie Newton
Chris Newton

Guests

Shea Geist

Discussion

1. Elect 2018 Officers & Members
 - a. **Stephanie Newton elected as Chair 2018**
 - b. **Chris Newton elected as Secretary 2018**
2. Meeting schedule for 2018
 - a. **Approved meeting the third Thursday each month at 6 PM in City Hall**
3. Minutes: October 3, 2017 **Approved**
4. 2017 Review
 - a. Post-Mortem of events
 - b. Expenditures
5. Suggestions for 2018
 - a. Events
 - i. Eliminate Egg Hunt
 - ii. Restructure block parties to regional events
 - iii. Maintain Barktoberfest
 - b. Requests from City Council:
 - i. Increase budget to \$2,000
 - ii. Assistance from Public Works
6. Event Schedule for 2018
 - a. Reminder: Park2Park is scheduled for September 29th, 2018

Events 2017:

Easter Egg Hunt 04/15/17

Party in R Park 06/10/17

Barktoberfest 10/14/17

Meeting Dates 2017:

May 18, June 15, July 20, August 17, September 21, No further meetings

Item Number: Committee Minutes- A.-4.
Committee 2/19/2018
Meeting Date:



City of Roeland Park

Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **Sustainability 2/1/2018 Miuntes**
Item Type:

Recommendation:

Details:

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
▢ Sustainability 2/1/2018 Miuntes	Cover Memo

Agenda
Sustainability Committee Meeting
CITY of ROELAND PARK
February 1st, 2018, 6:00 PM
Roeland Park City Hall

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

ATTENDANCE:

Duane
Judy
Laura
Carol

CALL TO ORDER

APPROVAL OF MINUTES:

ADDITIONS TO THE AGENDA

A. OLD BUSINESS

- a. ICLEI Inventory - COMPLETED
- b. Application for CFAA Gold status
 - i. Duane - Ask Kelley Bohon/Teresa Kelly about council approval
- c. St. Agnes Active Ambassadors
 - i. Feb 10th = last meeting
 - ii. Students to donate bikes to Catholic Charities

B. NEW BUSINESS

- a. Chair designation
 - i. Laura - Chair
 - ii. Duane - Co-chair
- b. 2018 goals
 - i. CFAA Gold Status
 - ii. Sunflower Contest 2018 - better promo regarding this event
 - iii. Media contributions -
 - 1. Newsletter - Duane
 - a. Committee to individually brainstorm topic ideas for next meeting

- 2. Facebook page - Judy check with city for protocol
 - a. Carol - check with county if they have notices/sustainability promotions
 - c. Other? (promoting sustainability, bike events, Better Block, Slowfood KC, attracting additional members, etc., ...
 - i. Regional Sustainability Committee Summit
- C. OTHER MATTERS/REMINDERS/ANNOUNCEMENTS
 - a. Events committee support
 - b. Sculpture for R Park (Art Task Force)
 - i. Presenting proposal to SC in March
 - c. Possible Park2Park support in form of helping to make the event a 'responsible event'
 - i. [Council for Responsible Sport](#)

NEXT MEETING DATE: March 1st, 2018, 6:00 PM

ADJORN: 7:40 pm

Date: 2/19/2018
Submitted By:
Committee/Department:
Title: **Ad Hoc Development Committee - 2/1/2018**
Item Type:

Details:

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Description	Type
February 1, 2018 Committee Minutes	Exhibit

Ad Hoc Development Committee- Minutes
Roeland Park City Hall
4600 W 51st Street, Roeland Park, KS 66205
Thursday, February 1, 2018 8:00 A.M.

Chair: Jim Kelly

Tim Janssen

Tom Madigan

Commenced: 8:00 am

I. DISCUSSION ITEMS:

1. Jim Kelly and Tom Madigan both expressed interest as serving as chair of the committee. Decision was made by coin toss. Mr. Kelly won the coin toss and assumed roll as chair.
2. Committee directed staff to take concise minutes.
3. Jason Glasrud with CBC provided a history on the planning steps completed for The Rocks site and the Northeast RJ site. He also reviewed the goals for each site as reflected in the CBC site analysis reports. He and Keith Moody also reviewed elements specific to each site which have influenced the steps leading to where we are today and that will influence the path we follow going forward.
4. Mr. Glasrud presented a mixed-use retail/multifamily proposal for Northeast RJ, feedback from the Committee was that a concept should entail luxury apartments with greater than 4,000 sq ft of retail space.
5. The Committee directed CBC to develop timelines for the current marketing approach for each site.
6. Keith Moody updated the Committee on status of sanitary sewer and storm sewer work occurring at each of the two sites.

ADJOURN- 9:20 am