GOVERNING BODY WORKSHOP AGENDA
ROELAND PARK
Roeland Park City Hall - 4600 W 51st St
Monday, February 6, 2017 6:00 PM

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

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

- 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
Poppa	Kelly	Thompson	Kellerman
Fast	Janssen	Rhoades	McNeil

I. APPROVAL OF MINUTES

A. January 3, 2017

B. January 17, 2017

II. DISCUSSION ITEMS:

1. Solid Waste Bid Process for 2018 Services (est. time 20 min.)
2. Presentation on Installation of Multipurpose Trail at Nall Park (est. time 10 min.)
3. Liberty Tax Special Event Permit (est. time 5 min.)
4. Changes to Type 1 Special Event Terms (est. time 20 min.)
5. Employee Recommendation Program: Outstanding Service Award (est. time 10 min.)
6. Discuss Weed Control Along Curb Line (est. time 10 min.)
7. Extending the Term of the Agreement with JCPRD for Aquatic Center (est. time 10 min.)
8. R Park Master Plan Presentation (est. time 20 min.)
9. 2017 Super Pass Agreement and Swim Meet Letter of Understanding (est. time 5 min.)
10. LKM Suggested Ordinance Elections as Nonpartisan (est. time 5 min.)
11. Leaf Pickup Program Discussion Continued (est. time 10 min.)

12. Review and Discuss Draft Land Lease with Zip KC (est. time 10 min.)
13. Roe Blvd. Advisory Committee Appointments (est. time 10 min.)

III. NON-ACTION ITEMS:

IV. ADJOURN

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

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

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

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

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

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

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

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

G. **Addressing the Committee of the Whole.** Comment and testimony are to be directed to the Chair. Dialogue between and inquiries from citizens and individual Committee Members, members of staff, or the seated audience is not permitted. Only one speaker shall have the floor at one time. Before addressing Committee speakers shall state their full name, address and/or resident/non-resident group affiliation, if any, before delivering any remarks.

H. **Agendas and minutes** can be accessed at www.roelandpark.org or by contacting the City Clerk

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

Item Number: APPROVAL OF MINUTES- I.-A.
Committee Meeting Date: 2/6/2017

City of Roeland Park

Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **January 3, 2017**
Item Type:

Recommendation:

Details:

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
January 3, 2017	Cover Memo

GOVERNING BODY WORKSHOP MINUTES
Roeland Park City Hall
4600 W 51st Street, Roeland Park, KS 66205
Monday, January 3, 2017 6:00 P.M.

- Joel Marquardt, Mayor
- Becky Fast, Council Member
- Tim Janssen, Council Member
- Ryan Kellerman, Council Member
- Teresa Kelly, Council Member
- Sheri McNeil, Council Member
- Michael Poppa, Council Member
- Michael Rhoades, Council Member
- Erin Thompson, Council Member
- Keith Moody, City Administrator
- Jennifer Jones-Lacy, Asst. Admin.
- Kelley Bohon, City Clerk
- John Morris, Police Chief
- Jose Leon, Public Works Director

Admin	Finance	Safety	Public Works
Poppa	Kelly	Thompson	Kellerman
Fast	Janssen	Rhoades	McNeil

CMBR Thompson called the meeting to order at 6:00 p.m. CMBRS Fast and Kellerman were absent.

I. MINUTES

1. November 7, 2016
2. November 21, 2016

The November 7 and November 21, 2016 Governing Body Workshop minutes were approved as submitted.

II. DISCUSSION ITEMS:

1. Ad Hoc Development Committee Report

CMBR Thompson reported that the development committee's discussions have focused mainly on the caves/old pool site and have only touched on the northeast corner of Johnson Drive and Roe.

Caves/Old Pool site

A presentation was made by CBC where they provided the committee with three options for the caves site. All three had an upper level component and a lower level component and they are continuing to pursue those options. Currently there are two letters of intent that are non-binding, one for the upper portion and one for the lower. For the lower property they are looking at a ground lease with Zip KC for an aerial course. The upper portion would be a land sale to a hotel development group. The committee is excited about this and feels it is a good spot for a hotel. Some specs for a hotel are in the meeting minutes. They are anticipating a four to five-story building with 95-100 rooms, a pool and meeting space. Anticipated costs would be for a $13-14 million facility.

For the lower portion Zip KC is doing a feasibility study and working on a potential course site for review. The lower section would also include two to three pad sites that could span over the upper and lower portions. Hopefully one of these will include a restaurant. Twin Peaks Restaurant and Sports Bar has expressed an interest in the site, but the committee did not think it a good fit for Roeland Park.

To connect the upper and lower levels a road will need to be built which could be funded through a CID and a hotel tax. Included in the packet was a spreadsheet of Kansas municipalities that have hotel taxes attached. An eight percent hotel tax for Roeland Park would be in line with neighboring cities. Currently Johnson County does not have its own hotel tax.

Northeast Johnson and Roe

Work is ongoing to clear up the title regarding the KDOT easement. The biggest challenge for the property is a utility line that runs right through the site.

CMBR Fast wanted to know if development of the caves site could move forward without a CID in place. CMBR Thompson said she believed the hotel tax would fund a portion. City Administrator Moody said at eight percent the hotel tax could generate enough funds to cover the cost of the drive connection between the lower and upper levels which would wrap around the southwest corner of the site. Also anticipated is a connection between the Roe Parkway cul-de-sac and Roe Boulevard that will create an opportunity for a left turn onto the new access point off of Roe Boulevard. Mr. Moody said it's possible a CID may not be necessary. The hope is to have a restaurant and other retail operations located on the property and to have them participate in the improvements separate from the hotel tax. Whether it would be through a CID or funding directly they would anticipate the developers' participation to help pay for improvements. He added that the Council could take a position to pay for the improvements and then be reimbursed through the CID or the hotel/motel tax. This option would more than likely require borrowing on behalf of the City to do that. The expected cost of the extension of Roe Parkway, the new intersection at Roe Parkway and Roe Boulevard is to be $250,000. The drive connection is estimated at $350,000, and includes sanitary sewer work.

CMBR Fast said she would like there to be further discussion of owning the land versus leasing it. As a part of the Johnson County Citizens Academy, there had a presentation on leasing versus owning on the Johnson County Executive Airport and Century and said that they have done well by leasing as it pays for the airport. She recommended they might confer with Aaron Otto (previous Roeland Park City Administrator) who works for Johnson County and is now the executive director the Johnson County Airport and find out how they made money off the leasing versus selling the land with these discussions to be done before there's a final decision on the land.

City Administrator Moody said he did not believe that staff was remiss in discussing the benefits associated with leasing. In previous discussions he said that the benefits of the City maintaining ownership of the land would be the ability to control what happens with it and that it would also provide a steady long-term revenue stream. Benefits associated with selling the land is that it will create funds that can be immediately used for other improvements such as providing the resources to pay for a Public Works facility. It could also generate funds to be used to complete projects on the CIP. Mr. Moody added that he knows it is the preference of this Council is not to borrow and those resources would then be used to do capital improvement that would otherwise require borrowing to complete.

CMBR Fast asked if the ad hoc committee had talked about owning the land and creating a CID, and the City realizing the benefits of the improvements. If the City would decide later to sell the property it would benefit the taxpayers and community rather than giving a CID to a developer/landowner.

City Administrator Moody said a CID can be made to make private improvements, build structures, and purchase land. The owner would have a portion of that investment paid for with the additional sales tax. To be the beneficiary of the CID they would need to be the developer, need to pay for the buildings, which would then have the City borrowing to construct those buildings and taking further risk on whether they would be leased. City Administrator Moody said did not see how it could be done by the city without borrowing with either general obligation bonds or CID special revenue bonds.

Mayor Marquardt said the letter of intent they have received by the hotel developer if for purchase of the land. City Administrator Moody said it was decided at a previous meeting that the Council opted for a sale of the upper portion and leasing the lower portion. In their discussions, they have not spoken with the hotel developer regarding a possible land lease.

CMBR Thompson added the committee has not discussed sales versus lease on the pad sites either.

CMBR Rhoades said it states in the letter of intent the lower portion is for lease. The purpose behind leasing the lower portion is they are not familiar with the staying power of such a venture as Zip KC and in case it did not work out the City would have the ability to have control of the site and find something new.

CMBR Fast reiterated that she would like to bring this back for further discussion at another Workshop before any further decisions are made on any other land in the city as they have gotten in trouble before by selling off city land.

CMBR Thompson said the committee's intention is always to bring anything to the full Council before decisions are made and will continue to abide by that as long as the committee continues.

CMBR Fast said she would also like to have a discussion on leasing versus selling for the City's remaining land as there are so few pieces left. The caves site development is a gateway to the city and it is possible the hotel could go bankrupt and the area could become blighted very quickly and further stressed she would like more discussion on selling city land versus leasing.

CMBR Poppa said he wouldn't mind continuing this conversation again at a future Workshop. CMBR Rhoades agreed.

Mayor Marquardt said he did not want to cause concern for potential hotel development purchaser, but would like to get their input on purchasing versus leasing.

By agreement, the Governing Body will discuss this further at their February Workshop.

2. **Ad Hoc Development Committee Renewal**

City Administrator Moody provided a copy of Ordinance 931 that outlines the institution of committees. CMBR McNeil said if five or more Governing Body members want to be on a committee the group should come before Council noting that she, CMBR Kelly and CMBR Janssen wanted to be on the Ad Hoc Development Committee.

CMBR Kelly said she is happy with the way the committee was going. However, she is unhappy with a Councilmember who has expressed interest and really wanted to be on it but is not permitted. Ms. Kelly said she does not have time to be on another committee although she would love to be involved. She said as a result of many of the councilors wanting to be involved on committees, they had to come up with guidelines. Also after many heated discussions it resulted in people who wanted to be on the committee forfeiting a spot to accommodate others. CMBR Kelly reiterated this committee is unique and that relationships that are built between members of the committee and developers and that continuity should remain. She felt it would be too cumbersome for the committee to be comprised of all the Councilmembers.

CMBR Rhoades said if five members want to be on committee, then it should become a Council issue. If this is the case and they wish to participate the meetings are during the day and could possibly be long. These meetings also require a quorum which might be difficult to make if there are too many members who cannot make the meeting.

CMBR Poppa also agreed it would cumbersome for the entire Council to be part of the ad hoc committee. He also said that relationships have already been made and expressed his desire to remain on the committee. He also stated that anyone is welcome at any meeting. The committee takes no action, but reports to the full Council who then makes the final decision.

CMBR Thompson said she would like to remain on the committee, particularly on the caves site aspect as they are so close and there is only 12 months to spend the TIF money. She said if there is a possibility to do a second committee to work the Northeast Johnson and Roe committee, she would offer her spot to CMBR McNeil on that committee.

CMBR Fast said she would like to see an addendum added to the ordinance that at the end of next year the committee would change over as she would also like to be on the committee. She said the residents like fresh ideas and new perspective as is evident with the changeover seen by election changes in the mayor and council position. She also agreed with CMBR Thompson with regards to the continuity of working with the same developer and the same people.

Mayor Marquardt asked CMBR Fast, CMBR Janssen and CMBR Kellerman if they would want to meet on Wednesday mornings at this point to try to work with the developer and consultant as he has not seen a lot of participation. He said this is his concern with a full group and it would be fortunate to have five members who are energetic, but added everyone does not need to participate.

CMBR Fast said she did not want to be on the committee right now, but would in a year.

CMBR McNeil said the committee is fine as it is, but did ask for more input from committee.

CMBR Thompson reminded everyone that they are always welcome to the meetings. She will make an effort to report more.

The Ad Hoc Redevelopment Committee is an open meeting and they work to stay on the topic at hand. It does not meet the rules of Council quorum and will not violate KOMA if Councilmembers wish to attend and offer their input.

City Attorney Mauer has stated that if Councilmembers are at the meeting and recognized by the committee chair, then they would be allowed to speak.

There was agreement to move this forward to the Consent Agenda at the January 17, 2017 City Council meeting.

3. 1% Arts Direction to Arts Committee

Marek Gliniecki, Chair of the Arts Advisory Committee, addressed the Governing Body regarding the ongoing discussions with Commerce Bank and the one percent for art at the northwest corner of Roe and Johnson Drive where a bank and small hospital are being built. The Arts Committee last had a meeting with Commerce Bank, City staff at the end of September 2016.

Mayor Marquardt asked Mr. Gliniecki for his personal thoughts as well as the committee's on the art and the direction they are leaning.

Mr. Gliniecki said the architect for Commerce and bank personnel presented a proposal that the Arts committee felt did not meet the one percent requirements they were seeking. There was some push back by the bank on what they felt was a suitable presentation. After further discussion Commerce stated that whatever is put on the site needs to reflect them as a corporation or an entity rather than incorporate the art directly into a city-wide concept. Mr. Gliniecki said there was a lot of back and forth dialogue and Commerce was strong in their desire that the art reflect their own needs. Mr. Gliniecki said he felt Commerce did not have a strong grasp of what art should be on a site like that. Now, that the site is divided into two owners, the hospital and the bank site, the hospital will cede to Commerce Bank all responsibility for the art. Following the meeting there was a lot of discussion between the committee, city staff and Mr. Moody, all of whom felt that Commerce Bank needed to come back with a better concept for what they wanted to do for the site, a concept of what art on the site would mean, and how it would reflect the City's needs. The committee was divided on the timelines of the art and how much to accede to Commerce as opposed to the City's overall needs.

CMBR Kelly asked if there were guidelines as to how much Commerce can spend. Mr. Gliniecki said they can obviously spend more than one percent, but it is clear that whatever goes on the site needs to be art done by an artist and located on the property of the developer and available for view by the general public basically 24/7.

CMBR Rhoades said he would like to see entryway pieces of art that match at the caves and the Commerce sites as both are gateways to Roeland Park on Roe Boulevard. Mr. Rhoades also said that most cities probably take these types of funds for such a feature and put up what they want and by including the bank in the discussions just might be stalling the project.

Mayor Marquardt said it might be a good idea to revisit how involved Commerce is in the process and also to find out if the city does have absolute approval over what art and which piece of art is installed.

City Administrator Moody acknowledged this is a unique situation and if the Council has discovered the needs now are different than what it is in the resolution, it is possible to amend that. Mr. Moody said if they are patient and continue with the history of Roeland Park and work to make these are projects complement one another and work together, then being patient is a good thing. Mr. Moody said they should start on the community visioning process for Roe Boulevard in the summer of 2017. They will also be going to market with the property at the northeast corner this summer as well. The bank's timeline does not show construction completion at the northwest corner until the end of 2017. By that time they should have direction from the community visioning and can help the bank come up with greater clarity on what the City would feel would be complimentary to what they are going to build along Roe.

Mr. Gliniecki said their concern is to make sure that they have a cohesive branding feel to their site. He agreed with Mr. Moody to work on a coordinated effort then a bigger concept can developed and accomplished. He said it will do more for the city than adding little pieces here and there that are disconnected. Mr. Gliniecki said his personal feeling is that the more that can go toward an overall strategic concept in this particular issue is going to be better for the City especially when the visioning committee comes through with their end product. He did say that there needs to be more conversations with Commerce

CMBR Poppa said it's possible Commerce Bank has misunderstood the City's intention, not understanding the impact of not allowing the residents of Roeland Park to have their entryway when the residents of Roeland Park will using their bank.

CMBR Rhoades said he would like to discuss this at a future Workshop and then move it to a Council to decide who is going to be in charge.

The Council indicated that they would like for the Arts Committee to work towards coordinating the various gateway items discussed.

CMBR Fast said she felt this is a huge task and recommended that Ms. Jones-Lacy be able to help with this. City Administrator Moody said that Public Works Director Leon will be able to help with assessing what needs to be done and to come up with a plan for each piece that would be presented for Council approval and they will move forward doing what they can with the resources that are in the budget. Mr. Moody said it's possible the Council may have to allocate future resources from future budgets to finish the project.

Mayor Marquardt said the ad hoc development committee has discussed this and has agreed that it should be a coordinated effort with the art. The bank spokesperson is an attorney and to be clear they should get the City Attorney's advice.

City Administrator Moody asked for clarification on what information they are requesting of the attorney. Mayor Marquardt said they want to know if the City has absolute approval of what art is and which art they would like to see. He also wants to know if it has to be entirely on the site. And if so, does that mean entirely on Commerce's site for their portion and on the hospital site for their portion. He does know that there is an expectation that all of the art is going to be on the Commerce site, but wanted to know if it is possible it could go on City-owned property.

Mayor Marquardt said he would like those points addressed at the next available Workshop or Council meeting and that the City Attorney is available.

The Council thanked Mr. Gliniecki for his time and CMBR Thompson said they will work to give him and the Arts Committee more direction.

4. **Changes to Type 1 Special Event Terms**

This was a continuation of a discussion from the last December Workshop meeting. The proposed language presented to the Governing Body was approved by the Planning Commission. Type 1 special events are ones that affect schools, religious institutions and non-profit organizations. The issue has mainly revolved around signage. The proposed changes were to allow more signage on properties for special events. The recommendation by the Planning Commission was to allow advertising signs and symbols as demarcation of a special event that would be limited to a maximum of 31 days and a maximum frequency of similar events to four non-consecutive times per calendar year. It would also provide for an unlimited number of signs. Signs would have a maximum width of eight feet in length and a maximum height of four feet above grade. The understanding by the Planning Commission from the Council was the parameters were too broad and they were looking for additional constraints.

Ms. Jones-Lacy reviewed what was discussed and as the Mayor requested, she and Management Intern Ian Hutcheson went and talked to the different churches and schools in the community to find out what their needs were for outside advertising signs for special events. Some of the recommendations or changes the Council might want to consider are:

- Limit the area of signage display, but not the number of signs.
- Limit the number of signs and symbols of any display to a specific number.
- Limit the number of signs to a set number of linear feet of lot frontage.
- Limit the signage display to a certain percentage of the lot.

Ms. Jones-Lacy expressed concerns if the lot size is considered, especially if comparing the size of the St. Agnes campus in comparison to Roesland Elementary.

Previously the Council agreed to the language listed under Section 16-703, Items A through C. There was a question in regards to Item D where it specifies the dimensions of the sign. Ms. Jones-Lacy suggested the following language.

"Advertising signs and symbols marking a special event shall be limited to a maximum duration of 31 days, and to a maximum frequency for similar events of four non-consecutive times per calendar year. The location of the signs and symbols shall be limited to a land area of 500 square feet. The maximum size of a single sign shall not exceed eight feet (8') in length and up to four feet (4') above grade. Total sign area of all signs and symbols part of the display shall not exceed 100 square feet for single-sided signs. If signage is double-sided, then it shall not exceed 200 square feet."

Alternatively, if the Council chose not to make any changes, there is the current option that any organization that has a request that falls outside of the Type 1 through 5 Special Events ordinance can come before the Council on an annual basis and make a request for their displays.

CMBR Poppa and CMBR Thompson both had legal questions they wanted addressed by the City Attorney and recommended tabling further discussion until Mr. Mauer could be present.

CMBR Janssen asked what kind of feedback staff received from the schools and churches. Ms. Jones-Lacy said their only purpose was in asking them what their needs were for events.

CMBR Poppa said he would also like the new City Attorney to weigh in on his interpretation of signs and the symbols as actual advertising signs for a special event and would like his opinion on whether this is actually a special event.

CMBR Thompson added that she would like to know whether or not these are advertising signs. CMBR Poppa asked if there were to be a date, time, place and activities listed on each individual symbol or sign. He said the language was very ambiguous as written and did not like changing the code for all the non-profits in this manner and would like more counsel and to hear from the attorney.

CMBR Fast asked if there were home-based non-for-profits, would they fall under the sign regulations? CMBR Thompson said this would be another point of discussion with the City Attorney.

Mayor Marquardt said he believed that Bishop Miege and St. Agnes are disadvantaged in their ability to have free speech with the code written the way it is. He noted that with the size of their property they are certainly limited in their expression when compared with smaller groups and the Council should try to do something to be more equitable. He said that, yes, St. Agnes and Bishop Miege can ask for special events and could not imagine a Governing Body not granting them these small events that they have been having for a long time.

Ms. Jones-Lacy stated the reason the special event section of the code was looked into was because of the recognition of Right to Life month by the Catholic Church is a special event. She would not recommend changing the actual sign code as it would create new issues. But by limiting it to special events, this encompasses it and puts on additional restrictions that would not exist if the Governing Body were to just focus on the sign code itself.

CMBR McNeil recommended stating the specifics for St. Agnes, but CMBR Thompson said as a sign ordinance this would run afoul of First Amendment problems in creating a special amendment for one organization. Ms. Thompson said she feels the impetus behind the changes is to accommodate this one specific event, whether it is stated or not, and would leave things the way they are. She said they can come before the Governing Body every year, they have in the past, and does not see any need to change the ordinance.

City Administrator Moody said the language is a special event category that is not specific to a church. It provides for multiple churches and multiple schools. They do not feel it is a creating an ordinance for a specific entity and it is not content driven, but just limiting the areas that the signs or symbols are displayed in. He will, however, speak with Steve Mauer, the new City Attorney.

CMBR Poppa asked if the church was in violation the way the ordinance is currently written. Ms. Jones-Lacy said that previously staff had interpreted the crosses as lawn art, but previous City Attorney Shortlidge interpreted the crosses as signs and that they would be in violation of the existing city ordinance.

City Administrator Moody said that there are crosses that are on buildings and the City has taken the position that they are artistic elements a building as part of the architecture. They are not designed to attract attention the same way that the “Golden Arches” are. They are an artistic expression as part of the symbolism of that particular entity.

CMBR Thompson said that after this discussion it is evident that the Governing Body still has questions and would ask that the Mr. Mauer listen to the tape of this discussion and not the number of times this right-to-life event is referenced and also note that the proposed ordinance is specifically based to accommodate this event.

There was agreement to move this to a future Workshop when the City Attorney will be present to participate in the discussion.

CMBR Janssen asked if this was brought to light internally or from the church or the school. Ms. Jones-Lacy said the topic comes up every year due to citizen concern saying the Right to Life display is not within the City code. This is an attempt by City staff to accommodate or rectify the issue and it seemed to be the best direction rather than making amendments. The Governing Body could just choose not to amend the code and have the people who have special events come before the Council.

5. **Trash and Recycle Bin Placement and Shielding**

Ms. Jones-Lacy said it is difficult from a codes enforcement perspective to enforce the code as it is currently written with regards to trash and recycle bin placement and shielding. Staff has made recommendations that containers be allowed to be placed in the rear yard behind the house (primary structure) without a screen. Containers could be placed on the side or front of the house with a single-sided shield that covered the container when looking directly upon that container from the street. They also provided an outline of proper materials that can be utilized for screens and then defined what a screen is and what it is not. They also provided an exception of screen requirements for elderly and disabled and also for some irregular lots all of which would be handled on a case-by-case basis. Also provided for is a violation notice that would require correction within 48 hours, and if not corrected followed with a civil penalty of $10.

For an exception or exemption to the code the rule staff would go out and evaluate the lot to see what the challenges may be and approve it based on the criteria set such as for the elderly or disabled, or a lot that's particularly difficult to provide a screen and access its containers.

It appeared that the Governing Body agreed with the majority of the revisions with the exception of Number 2, placement on the side or front yard of the dwelling with proper screening. If containers are to be on the front of a house it is to be fully screened on all sides. If on the side of the house, then it needs to be screened on three sides with the house being one of those sides.

Ms. Jones-Lacy then provided photo examples to the Governing Body of receptacles throughout the city and some of the screening and placement methods used.

After presentation of the possibilities and potential exceptions CMBR Janssen said it would be difficult to legislate for all the nuances.

CMBR Thompson said that after seeing the pictures it is a little bit more onerous than she had anticipated.

CMBR Poppa said that everyone wants the city to look nice, but they do not want to put a hardship on either the residents or the staff.

CMBR McNeil said it is part of life when you live in the city you have trash cans. She said a lot of the pictures show that people have really tried hard to get them out of the way where they are not sitting in front of their houses or in front of the driveways. She said the Governing Body is trying too hard and making it harder on the people.

Ms. Jones-Lacy said this is already a very contentious issue among residents and staff receives a lot of complaints on both sides of the issue. She said the Governing Body might think about having this topic at a community forum in the future to get citizen feedback that would help to make a decision on which direction they want to go. Initial recommendations were to try to make it easier to enforce and to just target the obvious violators, but the majority of the Council wanted to do something more.

Mayor Marquardt said adding an extra post and a couple of hinges and a latch are not as onerous as they are making it out to be. He added that there are garage options and acknowledge it is a challenge. He also said the city does make exceptions for weather, the elderly and the disabled. He concluded by stating that he believes the code is acceptable as proposed.

(Mayor Marquardt exited the meeting for a prior commitment.)

Ms. Jones-Lacy said she could also reach out to the residents for the opinion through a Constant Contact or Survey Monkey. The Governing Body agreed to start with that idea. Ms. Jones-Lacy said she include as much context as possible.

CMBR Janssen questioned about the amnesty for the weather. Ms. Jones-Lacy issues would be on a case-by-case basis.

CMBR Fast said that NextDoor or Facebook might be a better venue to get opinions for trash receptacle placement as it allows for a discussion. She also stated that she hears from citizens the code is not enforced or some are not meeting current code.

City Administrator Moody said this new code will be reducing the requirements.

It was agreed that staff will get more citizen feedback and will bring the item back for discussion at the January City Council meeting. They later decided to postpone this discussion until after the community forum where it will be added as a topic.

CMBR Rhoades also asked the other Councilmembers to reach out to people they know and get input from them.

6. November Financials

Ms. Jones-Lacy said the major revenue categories are really good overall for the November, either coming in on target or slightly ahead of 2016 projections. All property taxes have been collected for the year and sales and use taxes are coming in strong. Franchise fees continue to be down, but compared to projections are doing well, as are court fines.

Revenues and permits in the General Fund are underperforming primarily due to a decline in business license collections. They anticipate by the end of the year being down $5,000 from the previous year. Fines are down, but that is anticipated because of the lower court fines. Franchise fees are also lower, but that is anticipated as has been discussed in previous months. Other income is up due to an increase in interest earnings and rental rates from the third floor condos. As of November, expenditures are $21,205 or five percent higher than this time last year.

In investments the City has nearly $4.5 million in both government and agency bonds. Their initial investment was $2.4 million and it is anticipated total interest collection will be around $52,000 for this year.

In November, the City had collected 96 percent of all projected revenue. They had spent 80 percent of all expected expenditures for the year. In November, the city also made several debt payments of both principal and interest. They also made debt payments out of the General Fund and TIF-2. The total debt service paid in November was $1,074,300.

Retail sales had shown a five percent year-to-date increase and overall Johnson County is up 4.4 percent from the prior year.

CMBR Fast said that there should be a pay-off party on the debt service of R Park.

7. Community Forums for 2017

City Clerk Bohon said the January 23rd Community Forum will be presented by Ward II and the topics will be City branding, property tax lid and the trash receptacle issue. The April Community Forum will be hosted by Ward I. Ms. Bohon said the Community Center is now available on Mondays and recommended a possible date of April 24th. She will check to make sure that date is available. Also May 24th is set for the budget community forum.

Potential dates for upcoming forums are July 24 for Ward III and October 23 for Ward IV.

III. NON-AGENDA ITEMS

There were no items to discuss.

IV. ADJOURNMENT

CMBR Thompson adjourned the meeting.

(Roeland Park Governing Body Workshop Adjourned.)

Item Number: APPROVAL OF MINUTES- I.-B.
Committee Meeting Date: 2/6/2017

City of Roeland Park

Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **January 17, 2017**
Item Type:

Recommendation:

Details:

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
January 17, 2017	Cover Memo

GOVERNING BODY WORKSHOP MINUTES
Roeland Park City Hall
4600 W 51st Street, Roeland Park, KS 66205
Monday, January 17, 2017 6:00 P.M.

o Joel Marquardt, Mayor	o Teresa Kelly, Council Member	o Keith Moody, City Administrator
o Becky Fast, Council Member	o Sheri McNeil, Council Member	o Jennifer Jones-Lacy, Asst. Admin.
o Tim Janssen, Council Member	o Michael Poppa, Council Member	o Kelley Bohon, City Clerk
o Ryan Kellerman, Council Member	o Michael Rhoades, Council Member	o John Morris, Police Chief
	o Erin Thompson, Council Member	o Jose Leon, Public Works Director

Admin	**Finance**	**Safety**	**Public Works**
Poppa	Kelly	Thompson	Kellerman
Fast	Janssen	Rhoades	McNeil

CMBR Thompson called the meeting to order at 6:00 p.m. All Councilmembers and Mayor Marquardt were present.

MODIFICATION TO THE AGENDA

City Clerk Bohon said that Item #4, R Park Master Plan, will be presented at the next Workshop.

I. MINUTES

1. September 6, 2016
2. November 7, 2016
3. November 21, 2016
4. December 5, 2016

CMBR McNeil asked for clarification on the November 7 minutes, Item #12 and the City being unable to obtain property insurance on the property. City Administrator Moody clarified it is title insurance they are unable to obtain, which is a guarantee that the city owns the property.

CMBR McNeil added that "his" should be changed to "hers" in the December 5th minutes when referring to Shannon.

The Governing Body agreed to approve the minutes with the changes.

II. DISCUSSION ITEMS:

1. Branding Committee Presentation

Clay Johnson from Benedictine College gave a PowerPoint presentation on the research and initial designs for the City's rebranding. Mr. Johnson oversaw the students' research, analysis, creation, and planning. From that research a 17- page report was generated.

Mr. Johnson said the encompassed people from every ward in Roeland Park. There were six citizen survey questions that were analyzed and he also conducted non-resident interviews with people passing through town or non-residents who work here. The report showed that people are very satisfied with living in the city. Some common themes were that people had a very strong sense of community among their neighbors and know their neighbors well, and good proximity to the amenities in town and a quiet community in the heart of the city. They also thought Roeland Park had a progressive city governance and they love the green space and the nature. They also expressed that they feel Roeland Park has a lack of a defined identity when compared to surrounding communities. Friendly, quiet and safe were the words used most frequently to describe Roeland Park. From the research they developed a positioning statement which led to a creative brief. This was shared with every artist that was involved in the re-branding project. In the design phase, nine residents of town submitted 18 designs. 16 students submitted as well. The Re-Branding Committee has decided they are not prepared to make a final recommendation until they give the artist a couple more chances to adjust to some of the thoughts of the committee.

CMBR Fast stated it is difficult for artists when the city itself is still working on their identity. She did say she sees that happening in the next two years especially with the Roe visioning process. She believed working with Benedictine was the first step in the creative process, but feels there is still a ways to go in identifying who we are as a city when they're still working on gateway elements and art. The central theme that's missing in all of the submissions is Roe and there is too much emphasis on the Kansas City skyline. She showed residents in her ward the drawings and said nobody quite got it. She recognized that Mr. Johnson and his students for their hard work, but acknowledged the city has a lack of identity and it makes it hard if there is no direction from the city.

Mr. Johnson said that thought came up in multiple meetings.

CMBR McNeil said there was only one design that says Roeland Park that did not have the skyline, but added that even reflects Roeland Park. She reiterated CMBR Fast's statements as to the gateway elements and would like to incorporate what the final vision would be.

CMBR Thompson knows the students put a lot of work into this and commended all of them. She expressed her disappointment and the fact she would like designs without Kansas City involved. She said the brand of the city should represent what's inherent and unique to Roeland Park. She would like to see a logo without a Kansas City reference as that is not who they are. She does not want Roeland Park's selling point to be that we're close to cool stuff in other cities. Roeland Park wants to be known as that cool city.

Mayor Marquardt said he believed this is the right time for working on the city's re-branding. He agreed that they're not quite there as far as the actual piece, but, yes, the timing is right.

CMBR Kellerman reiterated the comments of the Mayor that the timing is correct or the Governing Body would have not voted to hire it out. He preferred the design with the backward R and letter P with a skyscraper. He suggested putting Roeland Park at the bottom, so that those unfamiliar with City would at least know where they are as opposed to a backwards R and P.

CMBR Fast said the backward R and P reminded her of rest in peace. She also stated that she believed that Benedictine's work is done and they have fulfilled what was asked of them.

CMBR McNeil said she hopes the city gets a good identity so they do not have to be the city that's close to everything else or a city that's just moments away from anywhere.

CMBR Kelly said she agreed with some of the messaging, but not necessarily the imagery. She applauded the committee and acknowledged everyone's hard work. She asked if there was different symbolism that could be used for the words. She said if the R and P were taken away it would be generic with nothing identifying Roeland Park.

CMBR Poppa also agreed that the timing is right. He said he knew it was a process that doesn't necessarily end in December and what was shown tonight is not the final presentation. He thanked the students for their submissions and also everyone who has submitted. Mr. Poppa said that everyone has been great about working with the committee and taking notes. He did agree that the imagery is not 100 percent right, but it is going to get there because they want to get it there even if it takes a bit longer.

CMBR Rhoades asked for a consensus that now is the right time to continue this process.

CMBR Fast said students are finished with their class, and to further have them continue to volunteer is unrealistic.

Mr. Johnson said if everyone is satisfied with the research and the things informing the design and would like to move forward, it would require a change of strategy. As an instructor he said this has been an incredible learning experience for the students. They have been fired up all semester long and still come into his office asking what's going on, it was really great to work on.

The majority of the Council agreed that now is the time to work on this.

CMBR Rhoades would like everyone to spend more time reviewing the designs and give it some time.

Mr. Johnson said he is satisfied with the feedback. If it goes too much past a couple more artistic iterations it will probably require a change of strategy. They can use the research documents to inform another designer, but the student involvement would be out from that point.

CMBR Fast said an option would be to put out a request for proposal.

City Administrator Moody asked if the Governing Body wanted all the options presented at the Community Forum.

CMBR Kellerman said they have already been made public. CMBR Fast and CMBR Thompson said that the presentation to the Governing Body should be the same one presented at the Community Forum.

Mr. Johnson will give this presentation at the Community Forum on January 23.

2. Roe Blvd. Phase One Engineer Contract

Public Works Director Leon sent out an RFQ for design consultation for the Roe Boulevard project and received about six responses. After ranking and an interview process, the committee asked Mr. Leon to begin negotiations of a scope and fee for services with George Butler Associates (GBA). He said that Vireo is also a part of the team and will be involved in the community engagement process while GBA will be heading the design efforts.

Mr. Leon presented the scope of services for the visioning phase and will be asking Governing Body approval at the City Council meeting.

Mayor Marquardt asked if the City Engineer has reviewed the contract. Public Works Director Leon said they had and they have also reviewed the scope of services. Mr. Leon said he knew they wanted to have high public involvement in the process and the community engagement will generate feedback and buy-in for the project. He also said this is not considered a common construction project.

City Administrator Moody said the first phase should determine what the design will be and the second phase will be the actual design. If the construction project turns out not to be as broad as initially anticipated, then the scope and the fee associated with that scope will be less. The timeline of completing the steps has been reviewed by the city engineer who makes sure they meet timelines for the STP funds that have been allocated to this project. Because it has those STP funds the street project will be administered by KDOT.

Mayor Marquardt received confirmation that GBA anticipates payment of 40 percent of the design process. The public outreach Verio is participating in is a big portion of the first phase. They will be doing a lot of community outreach. There will be a project survey as part of the initial visioning phase that will provide them good information and to help them make better decisions as they move through. They will also obtain ownership and encumbrance documents that provide information on utility easements, etc. as they want to know and minimize their right-of-way impacts as they move on through the process. They felt that having that information up front as part of the visioning process would be beneficial.

CMBR McNeil - asked if this would be a bond or mainly from government funding. City Administrator Moody anticipates $500,000 of the total project cost would be funded with bond proceeds with the first bond issue occurring at the very beginning of 2018.

CMBR Fast asked for a description of the community outreach, community involvement, advisory committee meetings, and how that structure will happen and who will do it.

Triveece Penelton with Verio said she will be working in the visioning phase. She said this will be a pretty fast phase insomuch they will be done by the summer with the visioning. They are asking to create an advisory committee made of people interested in the corridor, elected officials, transit people, bike-ped people, businesses, property owners, and even those not excited about the project. They will also do landscape architecture or aesthetics renderings to create a sense of place and have conversations about with the advisory committee so they can get a preferred concept. They will also do engagement in community meetings. The community engagement will continue online with surveys that pair with the public meetings, so if someone misses a meeting they still have an opportunity to provide feedback. They will also set a page on social media to continue the discussion.

City Administrator Moody said he would like to have two Governing Body members chosen at the meeting to begin working with Verio in setting out the timeline and the process.

CMBR McNeil said she would like to be on the committee.

CMBR Kellerman said he too would like to be on the committee and said that he and CMBR McNeil have already been a part of this process as it falls under the Public Works committee.

CMBR Rhoades asked Verio what they see in the visioning process. Verio is thinking about the future of Roe and had the idea of creating a hub in the Walmart shopping center that used to be a gathering spot in the city and whether there are opportunites to do that again. If that area is to be the primary gateway to the city, they also want to discover what could be possible secondary gateways. This process is different than looking at banners and lighting and the placement of trees.

CMBR Kelly asked for clarification on CMBR Kellerman's statements about transitioning at the end of their ad-hoc terms. Ad-hoc committee changes are in February 2017.

CMBR Rhoades said if someone is on a committee, they should stay on it because of the relationships that have been built.

CMBR Poppa said the visioning process is slated to end in July 2017 and whoever is appointed to the committee would be able to carry out their term on the committee as an elected official even though the subcommittee chairs change next month.

CMBR Kelly said they should stick with the folks that want to be on it. She did offer her assistance with the connections she has made working on other committees including the bike-ped committee.

There was agreement to add this item under New Business for approval of CMBR McNeil, CMBR Kellerman and Mayor Marquardt to be on the committee.

There was agreement to approve the contract under the Consent Agenda.

3. Discuss Leaf Pickup Program

4. **R Park Master Plan Presentation**
5. **4th Qtr. Safety Stats**
6. **Sales vs. Lease of City Property**
7. **Changes to Type 1 Special Event Terms**
8. **Solid Waste Bid Process for 2018 Services**

III. NON-AGENDA ITEMS

CMBR Kellerman recommended reconvening the Workshop after the City Council meeting to take up the remaining items.

There was Council discussion of reconvening the Workshop or incorporating the remaining items into the City Council agenda. The Governing Body 5-4 to incorporate the items into the City Council agenda.

IV. ADJOURNMENT

CMBR Thompson adjourned the meeting.

(Roeland Park Governing Body Workshop Adjourned.)

Item Number:	**DISCUSSION ITEMS- II.-1.**
Committee Meeting Date:	**2/6/2017**

City of Roeland Park

Action Item Summary

Date:	1/13/2017
Submitted By:	Keith Moody
Committee/Department:	Admin.
Title:	**Solid Waste Bid Process for 2018 Services (est. time 20 min.)**
Item Type:	Discussion

Recommendation:

Staff recommends participating in the joint solid waste bid process administered by MARC (KCRPC).

Details:

The current contract for solid waste services is the result of a joint solid waste bid facilitated by MARC including the cities of Fairway, Westwood and Roeland Park. The cooperative bid process yielded lower solid waste service fees with enhanced solid waste services. The current contract runs through the end of 2017. Since solid waste assessments must be certified in July 2017 for the 2018 service year, the bid process must be completed early in 2017.

Attached is a summary from MARC (KCPRC) on the costs they anticipate for the bid process ($20,000) and the annual administrative costs ($2,500 each renewal year). They have lowered their fee percentage to .75% (it is usually 1.5%) of the solid waste fees each city will be charged which equates to $6,000 annually to MARC.

Also attached is the Proposal from MARC (KCRPC) to administer the solid waste bid process.

The Request for Proposals (bid specifications) document to be used by MARC has been under review by each City to ensure it reflects measurable and enforceable performance standards that the solid waste provider will be held to. It also contains financial penalties if performance does not meet those standards. Service type, frequency, level and cart selection remain consistent with that of the current agreement. Some bid options have also been added such as Radio Frequency ID of carts.

Joining forces with other communities in this type of bid make us a larger buyer and will enhance competition for the service. This should yield competitive prices. The experience we have with the current agreement having limited performance measures and enforcement options has been applied to the new bid document and will result in a better contract document. The bid and contract documents employed by Prairie Village have also been helpful.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Additional Information

Administering a bid process such as this for multiple cities is best handled by a consultant. The cost of the consultant would be in the range of $10,000 to $15,000 in addition each city will incur legal expenses. Attempting to complete the process in house will require committing staff hours which will require other projects to be put on hold, currently we have the Branding Committee, Aquatics Committee and Roe Boulevard Committee underway in addition to the efforts of the Development Committee and the demands of the 2018 budget process.

Prairie Village received a bid of $16.50 per month from Deffenbaugh ($2.50/month more than what they currently charge Prairie Village) and Republic bid $18.44/month (which is who Prairie Village selected). Roeland Park is currently charged $12.48/month by WCA, staff anticipates the bids for this next contract will be similar to what Prairie Village saw.

ATTACHMENTS:

Description	Type
MARC Proposal for Bid Adminitration Servcies	Exhibit
MARC Service Fee Explanation	Backup Material

Solid Waste Services:

The Kansas City Regional Purchasing Cooperative would like to propose an alternative administrative fee arrangement to coordinate a joint bid for solid waste collection services for the cities of Fairway, Roeland Park and Westwood, Kansas. This joint bid would be for the calendar year of 2018 and include multiple year renewal contracts.

The proposed .75 of one percent administrative fee would cover the costs associated with the role of KCRPC staff responsible for overseeing the daily details of planning and scheduling the multi-jurisdictional solid waste collection procurement bid contracting process, acting as a central point of contact and representative of MARC/KCRPC. Steps involved include: (detailed description of steps are outlined in KCRPC user guide, which is attached.)

- Initial notification of pending joint bids
- Formal notification of joint bids
- Draft bid documents
- Final bid document, publication, mailing and circulation
- Actions during the open bidding period
- Bid opening
- Bid evaluation and recommendation of bid award
- Notice of award, submittals and contract
- Actions during the contract period
- Maintenance of contract database for purchasing information, easily accessible to users.

The average timeline for a joint bid is 90-120 days for entire process, depending on complexity of bid and number of participants involved. Actual time will may vary depending on timely responses during draft stage, bidding stage, and return of award recommendations.

The activities that are involved in multiple year renewals include:

- Initiate renewal a minimum of sixty (60) calendar days before the contract expiration date.
- Review contract for available renewal options.
- Contact Contractor to obtain price changes or updates (i.e. model, part number, or packaging)
- Recommendation form sent to participants for opportunity to approve/reject renewal
- Prepare contract modification and updated price lists, and submit to Contractor for review and signature.
- Submit recommendation memo to MARC for final approval and countersignature on contract modification.
- Distribute executed modification to the participants and post to KCRPC contract database.
- Review total purchases through previous contract period, and compare to original estimated value submitted by each participant.
- Investigate discrepancies, if needed.
- Issue new joint bid.

The total cost savings to city participants that were reported for the 2012-2017 solid waste collection bid involved actual cost savings, administrative savings and advertising savings. The same formulas are used for renewal options to report savings to participants by renewing and not issuing individual bids. KCRPC did not assess an administrative fee to the current solid waste collection joint bid.

Annual cost savings	As reported by participants	$112,517
Administrative savings	$1,250 each	$3,750
Advertising savings	$277 each	$831
Total savings	**All Participants**	**$117,098**

Recommended Fee: KCRPC would assess an administrative fee of .75 of one percent each year, for annual fees estimated to be $6,022.

City	Annual contract value	Value of Proposed administrative fee
Fairway, Kansas	$267,612	$2,007
Roeland Park, Kansas	$426,060	$3,195
Westwood, Kansas	$109,320	$820
TOTAL	**$802,992**	**$6,022**

Notes:
Administrative fees are built into the quoted pricing and not separated. A percentage to be included in the pricing is the preferred method and have the contractor responsible for rebating to MARC as all other KCRPC contracts are set up with this method. The cities buying off the contracts, never see the administrative fee on their invoices from the contractors.

Cost Summary

The Roeland Park, Kansas city administrator has asked for a summary of costs that support the Kansas City Regional Purchasing Cooperative (KCRPC) administrative fee percentage proposed to conduct a joint bid process for solid waste collection for the cities of Fairway, Westwood and Roeland Park. This joint bid would be for the calendar year of 2018 and include multiple year renewal contracts. KCRPC has proposed a .75 of one percent administrative fee, which is a 50% discount from KCRPC's standard fee structure.

Background:

- MARC and KCRPC originally assisted the cities of Fairway, Roeland Park and Westwood, Kansas over a 12-month period in 2011 and 2012 to prepare and execute a solid waste collection bid, having common base services, with sub-agreements for each city. Dozens of exchanges and meetings were held during this time period to secure a contract and sub-agreements with the selected contractor. The bid included a one-year contract with three annual renewals. There was no administrative fee included in the original contract and annual renewals to support KCRPC's services.
- KCRPC has and will continue to support the current contract through the 2017 calendar year.
- KCRPC has notified the city staff that an administrative fee (1.5%) would need to be incorporated in the new contract, which is the standard fee for all KCRPC contracts. The administrative fees are built into the quoted pricing and not separated. The contractor is responsible for rebating to KCRPC on a quarterly basis. The cities buying off the contracts, never see the administrative fee.
- The current city administrators were not a part of the 2011-2012 bid issuance and contract negotiations and were unaware that the KCRPC was not receiving an administrative fee for work performed in 2011-2017.
- MARC was asked to propose a reduced administrative fee schedule for the 2018 bid process. The recommended fee submitted by MARC on January 3, 2017 (.75 of one percent administrative fee – 50% discount from KCRPC's standard fee) took into account the time involved with the last experience and estimated the time that the MARC and KCRPC staff will spend to support the project. From that analysis, MARC decided on a fee that is half of standard fee and would over the life of the contract fully compensate KCRPC the costs associated with their services.

Cost Summary:

- KCRPC responsibilities for overseeing the daily details of planning and scheduling the multi-jurisdictional solid waste collection procurement bid contracting process, acting as a central point of contact and representative of MARC/KCRPC. Steps include: (detailed description of steps are outlined in KCRPC user guide, which is attached.)

    - Initial notification of pending joint bids
    - Formal notification of joint bids
    - Draft bid documents
    - Final bid document, publication, mailing and circulation
    - Actions during the open bidding period
    - Bid opening
    - Bid evaluation and recommendation of bid award
    - Notice of award, submittals and contract
    - Actions during the contract period
    - Maintenance of contract database for purchasing information, easily accessible to users.

The estimated cost for these services is $20,000 (200 hours of staff time @ $75/hour, legal fees, advertisement, with overhead expense.)

- The activities that are involved in multiple year renewals include:
    - Initiate renewal a minimum of sixty (60) calendar days before the contract expiration date.
    - Review contract for available renewal options.
    - Contact Contractor to obtain price changes or updates (i.e. model, part number, or packaging)
    - Recommendation form sent to participants for opportunity to approve/reject renewal
    - Prepare contract modification and updated price lists, and submit to Contractor for review and signature.
    - Submit recommendation memo to MARC for final approval and countersignature on contract modification.
    - Distribute executed modification to the participants and post to KCRPC contract database.
    - Review total purchases through previous contract period, and compare to original estimated value submitted by each participant.
    - Investigate discrepancies, if needed.
    - Issue new joint bid.

The estimated cost for these services is $2,500/year (30 hours of staff time @ $75/hour with overhead expense.)

Recommended Fee: KCRPC would assess an administrative fee of .75 of one percent each year, for annual fees estimated to be $6,022. Collected over the four year contract (with renewals.)

City	Current annual contract value	Value of Proposed administrative fee
Fairway, Kansas	$267,612	$2,007
Roeland Park, Kansas	$426,060	$3,195
Westwood, Kansas	$109,320	$820
TOTAL	**$802,992**	**$6,022**

Item Number:	**DISCUSSION ITEMS- II.-2.**
Committee Meeting Date:	**2/6/2017**

City of Roeland Park

Action Item Summary

Date:	12/26/2016
Submitted By:	Keith Moody
Committee/Department:	Admin.
Title:	**Presentation on Installation of Multipurpose Trail at Nall Park (est. time 10 min.)**
Item Type:	Presentation

Recommendation:

Staff will move forward with developing a trail easement on the Boulevard Apartment property if the trail alignment meets with favor from the Council and if the owners of the Boulevard Apartment property indicate support of the trail alignment.

Details:

Attached is the proposed alignment for the multi-purpose trail at Nall Park. Below is the 2017 Objective for this project:

1. Install a Biking/Walking Trail in Nall Park

Justification: The Urban Trails Company through volunteer help has estimated $12,000 to construct a natural surface single track trail. This trail would connect to the Boulevard Apartments to green space and to Nall Park. The Boulevard Apartments tenants help generate around $125,000 to the TIF each year. The TIF was created to benefit the residents of the Boulevard Apartments. Research has proven that recreational amenities connected to apartment complex decreases crime and improve the overall vitality and well-being of the community as a whole.

Tenants contribute to the TIF fund through higher rents and thus should benefit from green space and recreational amenities such as access to Nall Park as well as a natural surface walk and bike path. Currently - it is very difficult to access Nall Park from the Boulevard Apartments. The trail would connect the Apartments to Nall Park and provide additional recreational opportunities for the Boulevard Apartments and residents of Roeland Park to mountain bike and walk in a natural wooden green space.

Cost Estimate: $15,000 **Account Fund 510 (TIF 3A)**
Completion Date: December 31, 2017
Responsible Party: Parks Committee and Public Works Director
Submitted By: Councilor Fast

Brett Shoffner with Urban Trail Co will be in attendance to answer questions.
Work to occur after council approval would be actual trail construction. This would be completed by Urban Trail Co. using machinery and hand tools as has been done with the other systems they have completed around the KC Metro. The goal would be to create a stacked loop, multi-use natural surface trail system within Nall Park and adjoining Boulevard Apts. property. There would be a connector trail and small loop behind the community center for additional access (this would be a sustainable replacement for the old Boy Scout constructed "trail"). All trails constructed would adhere to US Forest Service and International Mountain Bike Association sustainable trail standards.

An easement must be developed and meet with approval from the owners of Boulevard Apartments. They have indicated a willingness to an easement, but first want to see the alignment of the trail. If they are supportive of the alignment a legal description of the easement will be developed along with conditions and terms related to public access and maintenance of trail by the City. Legal and Survey expense will be incurred on developing the easement, hence we have held off on this step until the alignment has been prepared for Council and Boulevard Apartment review.

How does item relate to Strategic Plan?

The project is expanding park and recreation opportunities in the City and reinvesting in our existing park spaces.

How does item benefit Community for all Ages?

The multi-purpose trails is intended to create connectivity between community spaces (Nall Park and the Community Center) and major housing areas. These facilities serve the entire range of residents within the community.

Additional Information

A community clean up event at Nall park is planned for 2/12/17. The Urban Trail Co will be coordinating this event with the Parks Committee and hope to recruite volunteers to assist with constructing the trail at this event.

ATTACHMENTS:

	Description	Type
🗋	Multi-purpose Trail Plan	Backup Material
🗋	Trail Cost Estimate	Backup Material
🗋	before-after	Cover Memo
🗋	kessler1	Cover Memo
🗋	kessler 2	Cover Memo
🗋	rozark 1	Cover Memo


Satellite
Nall Ave
Access Rd
Nall Park
4800 SKYLINE DR
PF64000000 0000
30.1 ac
Skyline Dr
Park Aquatic Center
4850 ROSEWOOD DR
PF251204-1003
7.1 ac
Roeland Park Dome
930
920
960
970
1000
1010
1020

Urban Trail Co. has collaborated with land managers throughout Kansas City, designing and constructing 110+ miles of sustainable singletrack since 2001. Based on the amount of volunteer hours it takes to construct sustainable singletrack on our regional terrain, Urban Trail Co. – Central Region has recently standardized cost at $7.60 per linear foot of trail, or $40,000 per trail mile, with the approximate breakdown of planning, design, construction labor, equipment, materials, and associated costs:

Task - Percentage of Overall Project
Site Assessment & Environmental Planning 3%
Trail Routing & Ecological/Landscape Design 3%
Invasive Species Eradication – Labor 15%
Corridor/Invasive Species - Materials/Equipment 1%
Corridor/Brush Clearing - Labor 5%
Trash Remediation - Labor/Materials/Equipment 2%
Trail Construction - Labor (General) 10%
Trail Construction - Labor (Skilled) 20%
Trail Construction - Materials/Equipment 3%
Areas of Difficulty - Planning, Engineering, & Design 3%
Areas of Difficulty – Labor 8%
Areas of Difficulty – Materials 2%
Finishing & Detail Work 15%
Reforestation & Restoration – Labor 2%
Reforestation & Restoration – Materials 4%
Beautification & Signage – Labor 1%
Beautification & Signage – Materials 1%
Environmental Education & Public Awareness 1%
Overhead 1%
TOTAL 100%

URBAN TRAIL Cº

Ecological Placemakers

Roeland Park – Nall Park trails are estimated to be fully valued at $60,192 for approximately 1.5 miles of natural surface singletrack trail, including all materials, equipment, labor, etc. The construction cost estimate can be greatly reduced with the usage of mechanized trail building equipment and hiring a professional trail crew. Mechanized trail building not only performs the same amount of work that approximately 8-10 volunteers can in the same time (depending on terrain), but also provides a wider surface that can easily be fine-tuned by finishing crews of trail builders and local volunteers. Initial assessments and planning work have already been performed by Urban Trail Co. builders. The park is largely devoid of illegal dumpsites found in other urban core parks, which will save lots of time and money. Invasive species eradication and reforestation work can be completed by volunteers after the trails have been constructed. Estimated construction budget details are below:

Corridor/Brush Clearing	$3009
Mechanized trail construction	$6019
Materials/Equipment	$2407
Signage/Env. Ed/Pub. Aware.	$1805
TOTAL	**$13240**

Project timeline: Estimated 90-120 days from start/finish.

Brett Shoffner, MPA
Urban Trail Co. – Central Regional Director
ecologicalplacemakers@gmail.com
816.739.2432

Item Number:	**DISCUSSION ITEMS- II.-3.**
Committee Meeting Date:	**2/6/2017**

City of Roeland Park

Action Item Summary

Date:	2/2/2017
Submitted By:	Staff
Committee/Department:	Admin.
Title:	**Liberty Tax Special Event Permit (est. time 5 min.)**
Item Type:	Other

Recommendation:

To approve special event request for Liberty Tax as submitted.

Details:

Liberty Tax has submitted this application to accommodate 4 "Feather" signs, , 4 Directional signs, a single "A" frame sign as well as, a single 18' inflatable on their lot from February 12- 18th.

It is my understanding from other staff and the applicant that a similar application was submitted and subsequently approved by council last year in the same timeframe.

Liberty Tax takes the position that 40% of their annual revenue is dependent on walk in and line of sight customers that will potentially use their services from now through the third week of February.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type

🗋 Special Event Request - Liberty Cover Memo

The City of Roeland Park, Kansas

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

Date filed: 01-24-17
Case no.: ______________

Special Events Permit Type 2 – 5 Application

Chapter 16 - Article 7

FEE: Each application for a special event permit shall be accompanied by an application fee, except that such fee may be waived for any applicant registered with the State of Kansas as a non-profit organization. The fee for Type 2 - 5 applications shall be $50. New Cost - $50.00 for 3 day event

Applicant LIBERTY TAX SERVICE Phone

Applicants Address 4994 ROE BLVD
ROELAND PARK KS 66205

Property owner AFC PROPERTY MGT Phone 303-291-0111

Property Owner's Address 1512 LARIMER ST STE 10 R
DENVER CO 80202

Type of Event: Seasonal tax SERVICE
(i.e. sale of seasonal goods)

Hours of Operation: 7am - 9p.m.

Length of time for right to do business - Start Date: 4/12/17 End Date: 4/18/17

Any signs/structures being used: Y (X) N ( )
If yes, describe: inflatable Statue of Liberty (18'); 4 wind feathers; A-Frame sign; 4 DIRECTIONAL YARD SIGNS.

✓ Attach a sketch plan showing the location of the proposed activities, structures and/or signs in relation to existing buildings, parking areas, streets and property lines; and

✓ A letter from the property owner or manager, if different from the applicant, agreeing to the special event.

Applicant signature Susan Waterman Date 01-24-17

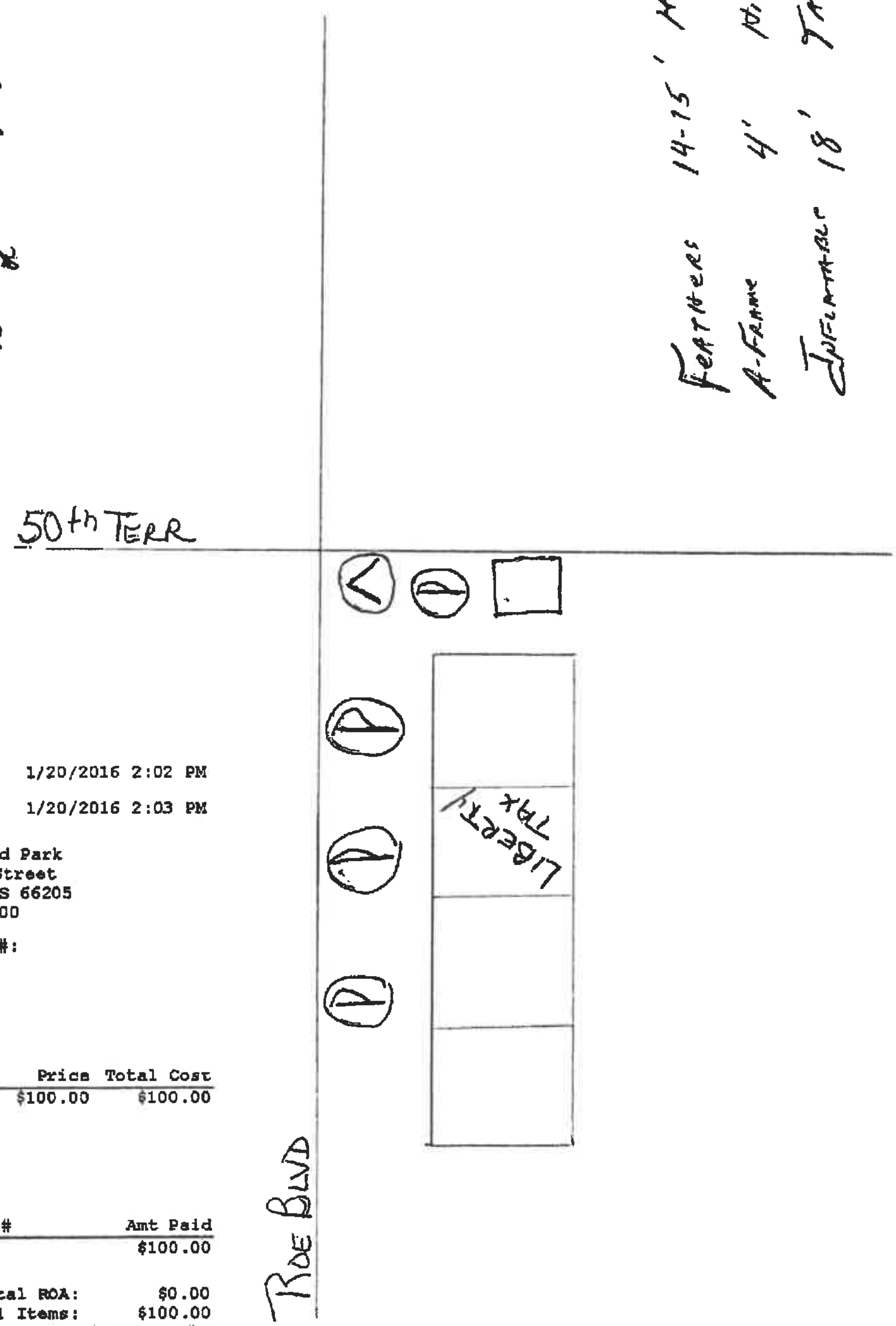
***The special event permit shall be posted on the site for the duration of the event.

Approved By: ______________ Date: ______________

If declined, reason why: ______________

* Note: All Signs, Feathers and the Inflatable will be behind the sidewalk

Feathers 14-15' High
A-Frame 4' High x ~30" Wide
Inflatable 18' Tall x 6' dia.



A = A-FRAME SIGN
P = WIND FEATHERS
□ = INFLATABLE LIBERTY

Receipt #: 5295 1/20/2016 2:02 PM

Printed On: 1/20/2016 2:03 PM

City of Roeland Park
4600 W. 51st Street
Roeland Park, KS 66205
913.722.2600

Paid By: Acct #:
Liberty Tax
4994 Roe Blvd
Serv Addr:
Phone #:

Item	Qty	Price	Total Cost
Special Event/P - se201601	1	$100.00	$100.00

Item Ref. #
se201601

Payment Type:	Reference #	Amt Paid
Check	1500	$100.00

Total ROA:	$0.00
Total Items:	$100.00
Sub Total:	$100.00
Total Tax:	$0.00
Total Due:	$100.00
Total Paid:	$100.00
Change Due:	$0.00

www.roelandpark.net

Item Number:	**DISCUSSION ITEMS- II.-4.**
Committee Meeting Date:	**2/6/2017**

City of Roeland Park

Action Item Summary

Date:	2/6/2017
Submitted By:	Jennifer Jones-Lacy
Committee/Department:	Admin.
Title:	**Changes to Type 1 Special Event Terms (est. time 20 min.)**
Item Type:	Ordinance

Recommendation:

To review the suggested language below and consider making changes to the Type I Special Events terms within the City's Zoning Code.

Alternatively, the Council could require any events that fall outside of the current code to go before Council annually for approval.

Details:

Recommended changes to the Special Event section of the City code were made by the Planning Commission on November 22, 2016. These changes are listed under "additional information" on this staff report along with background for these changes. Since that date the Council has contemplated these changes and have asked for some amendments. The following changes stem from that direction and include contributions from the City Attorney. The italicized text indicates additions/changes to code. The regular text represents current language.
Sec. 16-703. - Special Events; Permit Not Required.

Special events meeting the Type 1 definition are allowed without a special event permit provided all the following performance standards are met:

(a) The special event is conducted entirely on private property owned or leased by the sponsoring organization as a permanent facility or with the written permission of the property owner or lessee.

(b) Any structure used in conjunction with the special event shall meet all applicable yard setbacks, shall be the subject of a valid building permit, and shall be promptly removed upon the cessation of the event.

(c) The special event shall be restricted to hours of operation between 8:00 a.m. and 11:00 p.m., to a maximum duration of four days, and to a maximum frequency for similar events of six non-consecutive times per calendar year.

Special events meeting the Type 1 definition that include on-site signs and/or displays in conjunction with the event are allowed without a permit provided the following conditions are met:

(a) The special event does not involve outdoor activities (i.e. people congregating or participating in outdoor activities);

(b) The special event does not continue for more than thirty one (31) consecutive days and the property does not exceed a total of more than sixty (60) special event days. At least fifteen (15) days must pass between each special event;

(c) Any/all special event display(s) area does not exceed five hundred (500) square feet or five percent (5%) of the total square feet of the property, whichever is less.

(d) The special event shall not endanger or be materially detrimental to the public health, safety or welfare or injurious to property or improvements in the immediate vicinity of the neighborhood special event.

(e) The special event shall not cause undue traffic congestion or accident potential.

How does item relate to Strategic Plan?

N/A

How does item benefit Community for all Ages?

N/A

Additional Information

Staff Report from December 5th Meeting

Every October, St. Agnes installs several small crosses on their grounds in conjunction with yard signs. Per 16-910(b) of the Municipal Code, three temporary signs are permitted on any lot and shall have a surface no larger than three square feet (maximum of 2.5 feet wide and 3.5 feet in height). The signs are really part of what I would consider a “special event” and should really be addressed through those definitions.

Currently, Section 16-703 states special events meeting the Type 1 definition does not require a permit and shall be restricted between the hours of 8 am and 11 pm for a maximum of four days. Type 1 is defined as "fund raising or non-commercial events held outside for non-profit religious, educational or community service organizations that routinely operate in the City, including on-site signs and structures held in conjunction with the event." I recommend we make amendments to the Special Events section of Chapter 16 to state that signs associated with a special event shall be allowed up to 31 days and a max of four non-consecutive times per year. The revisions also state that the City shall not limit the number of signs associated with the event while maintaining a limit on the size of signage. This will allow the Catholic Church to continue its observation during the month of October without being in violation of the City's sign ordinance.

Below are the proposed changes to our existing special events code as indicated by the underlined/italicized text.

16-703. SPECIAL EVENTS; PERMIT NOT REQUIRED. Special events meeting the Type 1 definition are allowed without a special event permit provided all the following performance standards are met:

(a) The special event is conducted entirely on private property owned or leased by the sponsoring organization as a permanent facility or with the written permission of the property owner or lessee.

(b) Any structure used in conjunction with the special event shall meet all applicable yard setbacks, shall be the subject of a valid building permit, and shall be promptly removed upon the cessation of the event.

(c) The special event *involving outdoor activities (i.e. people congregating or participating in outdoor activities)* shall be restricted to hours of operation between 8:00 a.m. and 11:00 p.m., to a maximum duration of four days, and to a maximum frequency for similar events of six non-consecutive times per calendar year.

(d) Advertising signs and symbols marking a special event shall be limited to a maximum duration of 31 days, and to a maximum frequency for similar events of four non-consecutive times per calendar year. The number and location of the signs and symbols shall not be limited by the city. However, the width of any given sign shall not exceed eight feet (8') in length and the overall height of any signage should not exceed four feet (4') above grade.

This recommendation was approved by the Planning Commission on November 22nd and must be approved by the City Council via ordinance to go into effect. To make changes to the proposed ordinance, the Council would need a 2/3rd majority vote to override the Planning Commission's recommendation. Please see attached proposed Ordinance 949.

ATTACHMENTS:

	Description	Type
🗋	Special Event Ordinance	Cover Memo

ORDINANCE NO. __

AN ORDINANCE AMENDING SECTION 16-703 SPECIAL EVENTS; PERMIT NOT REQUIRED TO ADD SECTION PERTAINING TO ON-SITE DISPLAYS IN CONJUNCTION WITH TYPE 1 SPECIAL EVENTS

WHEREAS the City of Roeland Park, Kansas ("City") previously enacted Section 16-703 concerning Type 1 Special Events; and

WHEREAS, the governing body has determined it is advisable to amend Section 16-703 of the City Code to add an additional section addressing on-site displays which accompany or are in conjunction with Type 1 Special Events.

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

Section 1. Section 16-703 of the City Code is hereby amended to read as follows:

Sec. 16-703. - Special Events; Permit Not Required.

a. Special events meeting the Type 1 definition are allowed without a special event permit provided all the following performance standards are met:
    1) The special event is conducted entirely on private property owned or leased by the sponsoring organization as a permanent facility or with the written permission of the property owner or lessee.
    2) Any structure used in conjunction with the special event shall meet all applicable yard setbacks, shall be the subject of a valid building permit, and shall be promptly removed upon the cessation of the event.
    3) The special event shall be restricted to hours of operation between 8:00 a.m. and 11:00 p.m., to a maximum duration of four days, and to a maximum frequency for similar events of six non-consecutive times per calendar year.

b. Special events meeting the Type 1 definition that include on-site signs and/or displays in conjunction with the event are allowed without a permit provided the following conditions are met:
    1) The special event does not involve outdoor activities (i.e. people congregating or participating in outdoor activities);
    2) The special event does not continue for more than thirty one (31) consecutive days and the property does not exceed a total of more than sixty (60) special event days. At least fifteen (15) days must pass between each special event;
    3) Any/all special event display(s) area does not exceed five hundred (500) square feet or five percent (5%) of the total square feet of the property, whichever is less.
    4) The special event shall not endanger or be materially detrimental to the public health, safety or welfare or injurious to property or improvements in the immediate vicinity of the neighborhood special event.
    5) The special event shall not cause undue traffic congestion or accident potential.

Section 2. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City, approval by the Mayor and publication in the official City newspaper.

PASSED by the Governing Body, not less than two-thirds of the members elect voting in favor thereof, this __ day of February, 2017.

/S/______________________________
Joel Marquardt, Mayor

ATTEST:

/S/_______________________________
Kelley Bohon, City Clerk

APPROVED AS TO FORM

/S/_______________________________
Steven E. Mauer, City Attorney

Item Number:	**DISCUSSION ITEMS- II.-5.**
Committee Meeting Date:	**2/6/2017**

City of Roeland Park

Action Item Summary

Date:	2/2/2017
Submitted By:	Ian Hutcheson
Committee/Department:	Administration Committee/Administration
Title:	**Employee Recommendation Program: Outstanding Service Award (est. time 10 min.)**
Item Type:	Discussion

Recommendation:

Staff recommends the approval of the Employee Recognition Program: Outstanding Service Award.

Details:

The Employee Recognition Program is designed to celebrate City staff who have demonstrated excellence in service to Roeland Park through an exemplary act, initiative or continued commitment to serving the community. Staff members recognized for their work will be awarded the Outstanding Service Award. The program corresponds to objective E1 of the Organizational Goals and Current Objectives outlined in the 2017 Adopted Budget designed to "cultivate a rewarding work environment where creativity, efficiency and productivity are continuous pursuits". The following proposal is the result of collaboration between Councilmembers Fast and Poppa, City Administrator Keith Moody and myself on our ideas for awarding the Outstanding Achievement Award. The process of nominating, deciding and presenting the award is given in the following five-step process. Exhibit 1 displays the nomination form for nominating a recipient.

Five-Step Process of the Outstanding Achievement Award

1. Staff will be nominated by the community at-large and/or fellow city staff through the submission of nomination forms either in person or online. Form stations will be installed at City Hall and the Community Center. A portal on the City website will be developed through which users can submit forms also.
2. Forms will be collected from the physical stations and from the online submissions on a

quarterly basis.

3. The recipient of the Award will be decided on by the Council members of the Administration Committee and the City Administrator using the nominations as guidance for the decision. The inclusion of the City Administrator into the decision process will ensure that staff members who are less visible to the public are recognized for their work. The Award will not necessarily go to the staff member with the most nominations.
4. The Award will be presented once or twice a year. An annual/bi-annual frequency should strike a balance between making the award meaningful while also continually recognizing staff achievements. The award will be presented at a Council meeting and an announcement will be made in that quarter's newsletter.
5. The Award will consist of both a customized plaque and a $100 gift certificate. The plaque will be engraved with the recipient's name and a short description of their contribution.

Cost

The annual budget of the Outstanding Achievement Award will be approximately $500. The physical award will cost approximately $100. The gift certificate amount will be for $100. Initially there will be the up-front cost of purchasing three ballot boxes for setting up the nomination form stations. The cost of the ballot boxes will be around $100-$175. This brings the first-year annual cost to approximately $300-$575. This is well below the $1,000 budgeted for the project in the 2017 Budget.

How does item relate to Strategic Plan?

The Employee Recognition Program helps to further Goal 3, Strategy C, Item 1 "promote excellence in public service and the unique opportunities for residents in Roeland Park"

How does item benefit Community for all Ages?

Provides multiple opportunities for citizens to nominate employees.

ATTACHMENTS:

	Description	Type
🗋	Nomination form	Exhibit

Roeland Park City Employee Outstanding Service Award
NOMINATION BALLOT

WHO ARE THEY?

WHAT DID THEY DO?

HOW HAS THIS IMPROVED OUR COMMUNITY?

Roeland Park City Employee Outstanding Service Award
NOMINATION BALLOT

WHO ARE THEY?

WHAT DID THEY DO?

HOW HAS THIS IMPROVED OUR COMMUNITY?

Item Number:	**DISCUSSION ITEMS- II.-6.**
Committee Meeting Date:	**2/6/2017**

City of Roeland Park

Action Item Summary

Date:	8/31/2016
Submitted By:	Keith Moody
Committee/Department:	Admin.
Title:	**Discuss Weed Control Along Curb Line (est. time 10 min.)**
Item Type:	Discussion

Recommendation:

Staff recommends a pilot weed control program along the curb (front and back sides) in the spring of 2017 using Option 1 approach. This limits public works staff time on what is essentially a new program and it is the most cost effective option.

Details:

The City has in the past sent post card notices to property owners with weeds growing between the back of curb and their sidewalk or driveway. Attached is a summary reflecting $4,424 in total cost ($2,678 in out of pocket costs) anticipated to complete this enforcement action once per year on a city wide basis.

Also attached is a summary reflecting $3,153 in total cost ($2,392 in out of pocket costs for the first year and $1,395 in subsequent years) for once a year weed control (via spraying) along the front and back side of the curb (not in the sidewalk however). Year one is more expensive based on the purchase of a trailer mounted sprayer that would be pulled with an existing mower. This system could also be used to apply pre-emergent to the lawns owned by the City (prevents dandelions). A single spring pre-emergent treatment for all lawns owned by the City would cost $3,125 if completed by a landscape company. The payback period on the sprayer if only used to treat our lawns is one season.

Option 2 approach reflects the use of a vinegar weed control product. This will require 3 applications with an estimated cost of $11,813,
Option 1 - Total Kill with one-time application annually
Option2 - Green Product vinegar based with three-time application annually

Pros - Option 1

- More effective product
- One time application keeps lower cost
- Kills roots of weeds so grow back in minimal
- Keeps PW resources at a minimum for weed control

Cons - Option 1

- Hard chemical with potential environmental impacts
- Could kill property owner grass if not used properly
- Complaints about City using chemicals in street gutter
- Smell complaints because of City wide use

Pros - Option 2

- More environmentally friendly product
- Less smell and chemicals in street gutters
- Less potential to kill property owner grass

Cons - Option 2

- Does not kill root system which would require three (3) applications
- Three applications increase cost for City first year and annually
- Utilizes more PW time and resources for weed control

The amount of staff time as well as the out of pocket expense is lower for the Option 1 spraying approach. Another advantage to spraying vs sending letters is that it is proactive vs. reactive. Finally, the City is responsible for the weeds on the front side of the curb; with this approach both areas can be treated in the same pass.

In order to establish an understanding of the scope of this work for future Councils and residents, staff recommends a resolution be adopted spelling out the parameters of the service.

How does item relate to Strategic Plan?

Employs innovative approach to addressing a problem while reducing costs.

How does item benefit Community for all Ages?

Enhances the appearance of the community.

Additional Information

The City would continue to encourage property owners to control weeds along the backside of the curb as well as in the sidewalk abutting their property.

ATTACHMENTS:

Description	Type
Weed Enforcement Cost Estimate	Backup Material
Option 1 Cost Estimate	Backup Material

Option 2 Cost Estimate Backup Material

Cost Projection

Code Enforcement of Weeds in Sidewalks

Staff	Cost/Hr	Hours	Cost	Description
Code Enforcement Officer	36.37	48	$ 1,745.76	32 hours total to complete field inspections, addressing/mailing, and rechecking. Estimated 16 hours spent on those addresses that do not comply which entails additional field checks and notices; a second notice sent certified mail ($6.46/each) and then court summons ($6.46/each).
Materials	**Cost/item**	**Quantity**	**Cost**	
Stationary			$ -	
First Notice (post card)	$ 0.34	1500	$ 513.75	approximate for what there was 3 years ago
2nd Notice (certified mail)	$ 6.56	300	$ 1,968.00	approximate for what there was 3 years ago
3rd Notice (court summons)	$ 6.56	30	$ 196.80	approximate for what there was 3 years ago
			$ 4,424.31	**Total**

Annual Out of Pocket Expense = $ 2,678.55 Assuming one enforcement process per year.

Option 1 - Cost Projection					
Spraying 64.5 miles of curb for weeds					
Equipment Purchase	Quanity	Cost/Item	Number of Times Needed	Cost	
60 gallon sprayer tank on mini-trailer	1	$ 997.00	1	$ 997.00	
PW Equipment Usage	Cost/Hr	Hours	Number of Times Needed	Cost	
Grasshopper Mower	$ 5.83	17	1	$ 99.11	Hours = 64.5 miles divided by 4 mph Cost includes fuel and depreciation value
Misc. Hours for maint.	$ 4.00	2	1	$ 8.00	Hours = 2 hours for refueling and general maintenance
Pick-Up Truck	$ 19.45	1	1	$ 19.45	
				$ 126.56	**Subtotal**
Staff	Cost/Hr	Hours	Number of Times Needed	Cost	
PW Employee	28.84	22	1	$ 634.48	Hours = 17 to spray, 2 general maintenance, and 3 hours travel & assemble
Materials	Cost/item	Quanity	Number of Times Needed	Cost	
Total Kill	$ 465.00	3	1	$ 1,395.00	55 gallon drum Total Kill. Estimated need at 3 for 64.5 miles
				$ 3,153.04	**Total**

First Year Out of Pocket Expense = $2,392
Annual Out of Pocket Expense = $1,395

Option 2 - Cost Projection					
Spraying 64.5 miles of curb for weeds					
Equipment Purchase	Quanity	Cost/Item	Number of Times Needed	Cost	
60 gallon sprayer tank on mini-trailer	1	$ 997.00	1	$ 997.00	
PW Equipment Usage	Cost/Hr	Hours	Number of Times Needed	Cost	
Grasshopper Mower	$ 5.83	17	3	$ 297.33	Hours = 64.5 miles divided by 4 mph Cost includes fuel and depreciation value
Misc. Hours for maint.	$ 4.00	2	3	$ 24.00	Hours = 2 hours for refueling and general maintenance
Pick-Up Truck	$ 19.45	1	3	$ 58.35	
				$ 379.68	**Subtotal**
Staff	Cost/Hr	Hours	Number of Times Needed	Cost	
PW Employee	28.84	22	3	$ 1,903.44	Hours = 17 to spray, 2 general maintenance, and 3 hours travel & assemble
Materials	Cost/item	Quanity	Number of Times Needed	Cost	
Green Product	$ 948.15	3	3	$ 8,533.35	55 gallon drum Total Kill. Estimated need at 3 for 64.5 miles
				$ 11,813.47	**Total**

First Year Out of Pocket Expense = $9,530.35
Annual Out of Pocket Expense = $8,533.35

Item Number: DISCUSSION ITEMS- II.-7.
Committee Meeting Date: 2/6/2017

City of Roeland Park

Action Item Summary

Date:	2/3/2017
Submitted By:	Keith Moody
Committee/Department:	Admin.
Title:	**Extending the Term of the Agreement with JCPRD for Aquatic Center (est. time 10 min.)**
Item Type:	Agreement

Recommendation:

Staff recommends extending the agreement term through May 31, 2019.

Details:

During discussions with JCPRD about the dome heater/blower, Council asked if JCPRD would be willing to extend the term of the current agreement through the end of the 2019 winter season (5/31/19). JCPRD staff has posed this question to their Board and they are agreeable to the extension. Attached is an ordinance amending the original agreement to reflect an end date of 5/31/19.

How does item relate to Strategic Plan?

N/A

How does item benefit Community for all Ages?

N/A

ATTACHMENTS:

Description	Type
Ordinance Extending Agreement	Cover Memo
Extended Agreement	Cover Memo

ORDINANCE NO. __

AN ORDINANCE EXTENDING THE TERM OF THE INTERLOCAL COOPERATION AGREEMENT (LEASE PURCHASE AND OPERATING AGREEMENT FOR ROELAND PARK AQUATIC CENTER) DATED OCTOBER 1, 1996

WHEREAS the City of Roeland Park, Kansas ("City") entered into an Interlocal Cooperation Agreement (Lease Purchase and Operating Agreement for Roeland Park Aquatic Center) dated October 1, 1996 ("Original Agreement"), with the Johnson County Park and Recreation District, Johnson County, Kansas, a political subdivision organized and existing under the laws of the State of Kansas (the "District");

WHEREAS, the City and the District entered into the Original Agreement for the purpose of providing for the construction, operation and maintenance of the Aquatic Center;

WHEREAS, the City and the District entered into a supplement to the Original Agreement on April 1, 2001 ("First Supplement");

WHEREAS, the Original Agreement terminates on January 1, 2019; and

WHEREAS, the Parties desire to enter into an extension of the Original Agreement until May 31, 2019.

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

Section 1. Term. The term of the Original Agreement is extended to May 31, 2019 as reflected in the Second Supplement to the Original Agreement ("Second Supplement") attached hereto as **Exhibit A**.

Section 2. Further Amendments. Nothing in this Ordinance shall prevent the Parties from further amending the Original Agreement with mutually acceptable terms and conditions.

Section 3. Remaining Terms and Conditions. All other terms and conditions of the Original Agreement, except as provided for herein or in the First Supplement, shall remain in full force and effect during the extension period.

Section 4. Further Authority. The Mayor, City Administrator and other City officials are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance, including by signing **Exhibit A** attached to this Ordinance.

Section 5. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City, approval by the Mayor and publication in the official City newspaper.

PASSED by the Governing Body, not less than two-thirds of the members elect voting in favor thereof, this __ day of February, 2017.

/S/______________________________
Joel Marquardt, Mayor

ATTEST:

/S/______________________________
Kelley Bohon, City Clerk

APPROVED AS TO FORM

/S/______________________________
Steven E. Mauer, City Attorney

SECOND SUPPLEMENT TO INTERLOCAL COOPERATION AGREEMENT (LEASE PURCHASE AND OPERATING AGREEMENT FOR ROELAND PARK AQUATIC CENTER)

RECITALS

This Second Supplement to the Interlocal Cooperation Agreement ("Second Supplement") is made and entered into this __ day of February, 2017 ("Effective Date") by and between the City of Roeland Park, Kansas ("City") and the Johnson County Park and Recreation District, Johnson County, Kansas, a political subdivision organized and existing under the laws of the State of Kansas (the "District")

WHEREAS the City entered into an Interlocal Cooperation Agreement (Lease Purchase and Operating Agreement for Roeland Park Aquatic Center) dated October 1, 1996 ("Original Agreement"), with the District

WHEREAS, the City and the District entered into the Original Agreement for the purpose of providing for the construction, operation and maintenance of the Aquatic Center;

WHEREAS, the City and the District entered into a supplement to the Original Agreement on April 1, 2001 ("First Supplement");

WHEREAS, the Original Agreement terminates on January 1, 2019; and

WHEREAS, the Parties desire to enter into this Second Supplement extending the term of the Original Agreement until May 31, 2019.

AGREEMENT

1. The Recitals are incorporated herein by reference as though fully set forth herein.

2. Section 4.01 of the Original Agreement, dated October 1, 1996, is hereby amended to extend the contract termination date from January 1, 2019 to May 31, 2019.

3. Except as otherwise provided herein, or in the First Supplement, all terms and conditions of the Original Agreement shall remain in full force and effect.

4. This Second Supplement shall be approved by the Attorney General of the State of Kansas in compliance with K.S.A. 12-2904.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

SO AGREED:

CITY OF ROELAND PARK, KANSAS

By: ____________________________ **Date:** ______________________
[name]

Subscribed and sworn to before me, a Notary Public, this __ of February, 2017.

____

My commission expires:

JOHNSON COUNTY PARK AND RECREATION DISTRICT, JOHNSON COUNTY, KANSAS

By: ____________________________ **Date:** ______________________
[Name]

Subscribed and sworn to before me, a Notary Public, this __ of February, 2017.

____

Item Number:	**DISCUSSION ITEMS- II.-8.**
Committee Meeting Date:	**2/6/2017**

City of Roeland Park

Action Item Summary

Date:	2/1/2017
Submitted By:	Jennifer Provyn
Committee/Department:	Parks Committee
Title:	**R Park Master Plan Presentation (est. time 20 min.)**
Item Type:	Presentation

Recommendation:

R Park Master Plan Presentation

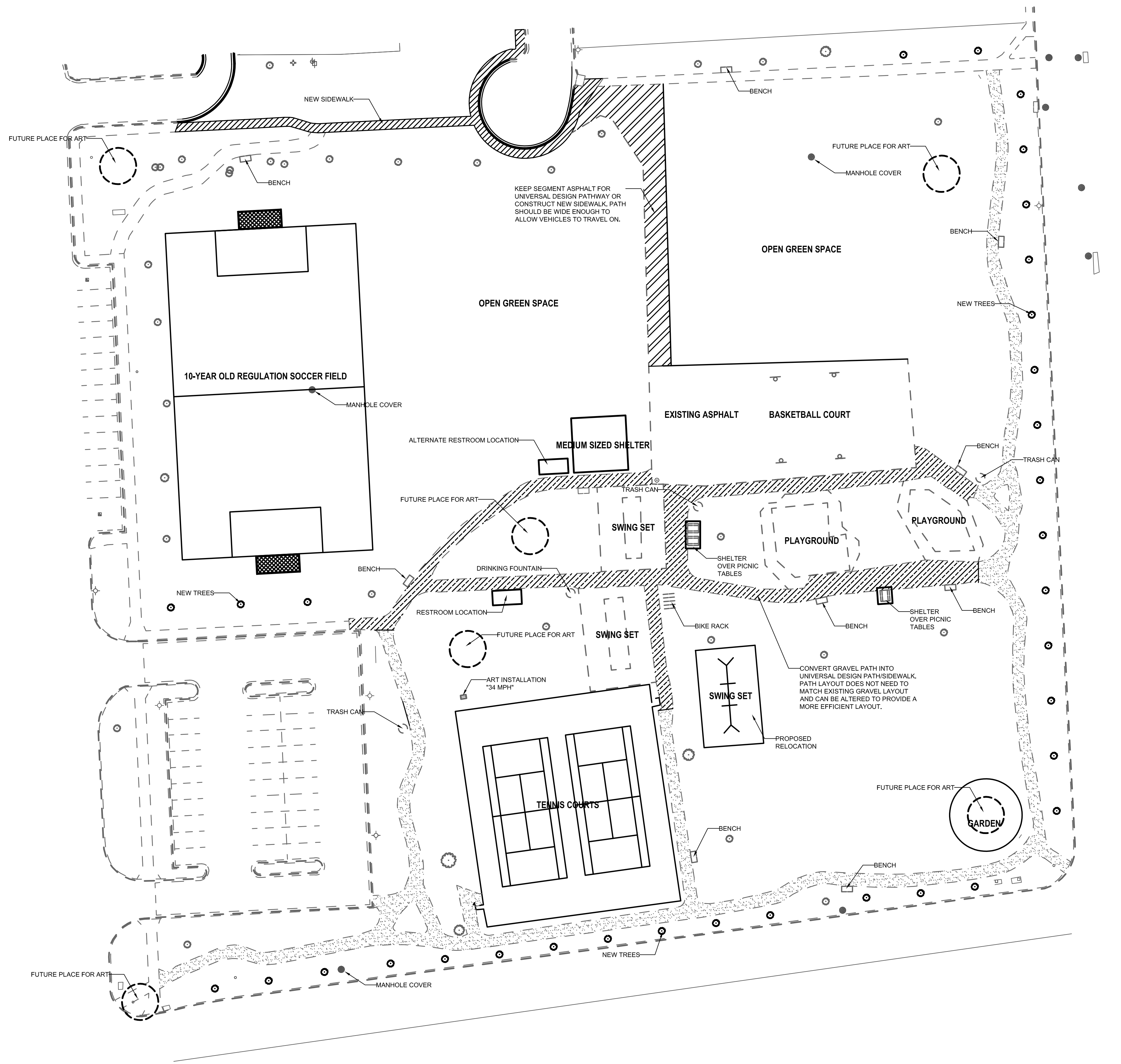
Details:

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
R Park Master Plan	Cover Memo
R Park Presentation	Cover Memo
2014-2016	Cover Memo
R Park time estimate	Cover Memo



R Park Master Plan

Scale: 1/64” = 1’-0”

January 17, 2017

Master Plan for R Park

Parks & Trees Committee Recommendation to Council

02/06/2017

Current State

- Benches
- Bike rack
- Drinking fountain
- Handicapped swing
- Infant bucket swings
- Picnic tables
- Recycling receptacle
- Trail
- Trail markers
- Trash receptacles
- Trees

Pro Bono Estimates: 2015 rate @ $23.56

(http://independentsector.org/resource/the-value-of-volunteer-time/)

– 7 members, 12 2 hr meetings @ $23.56:	$ 3,958
– Bench selection: >200 hrs @ $23.56:	$ 4,712
– Drinking fountain: >50 hrs @ $23.56:	$ 1,178
– R Park Design Services (see attached R Park Time Estimate.xlsx):	$ 30,301
– Tree markers 50hrs @ $23.56:	$ 1,178
– Handicapped swing 30 hrs @ $23.56:	$ 706
– Infant bucket swings 10 hrs @ $23.56:	$ 235
– Citizens' Fundraising Initiative: (see attached CFI_Feb2014-Dec2016.xlsx)	$140,810

Future State

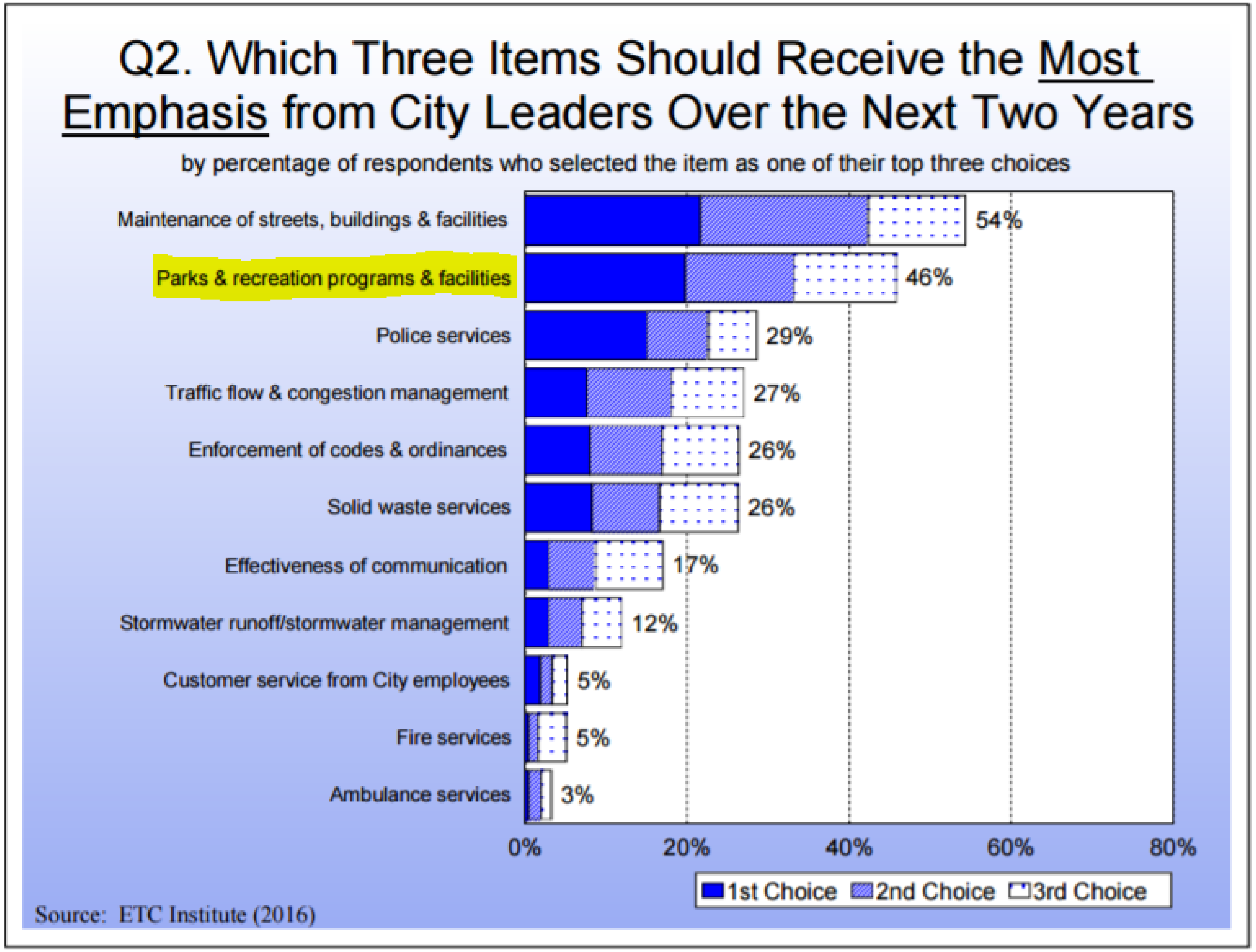
- Why do we need a Master Plan for R Park?
  - cohesion
  - planning & budgeting
- Why now?
- But we’ve had others before

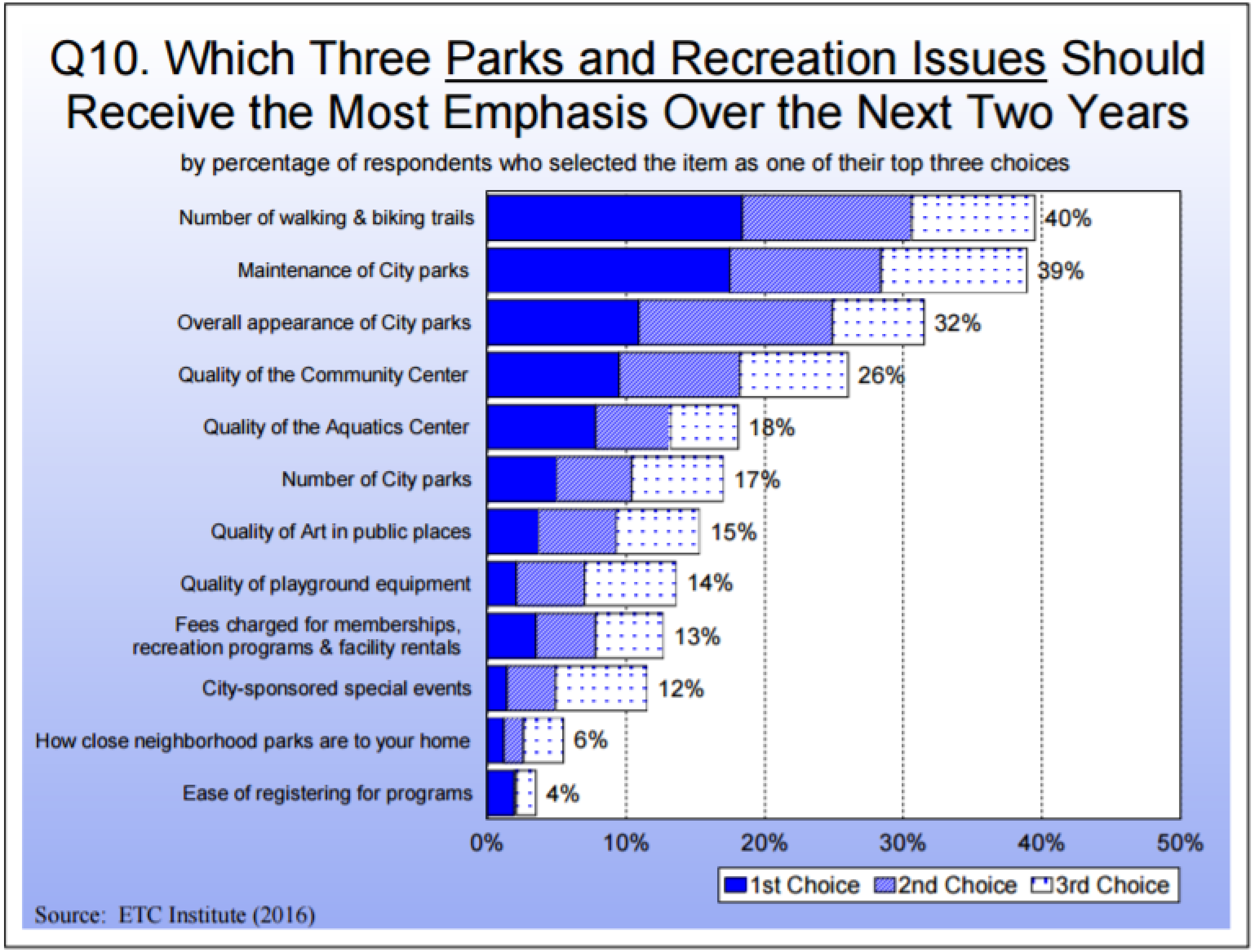
Parks ranks #2 in Importance-Satisfaction Rating

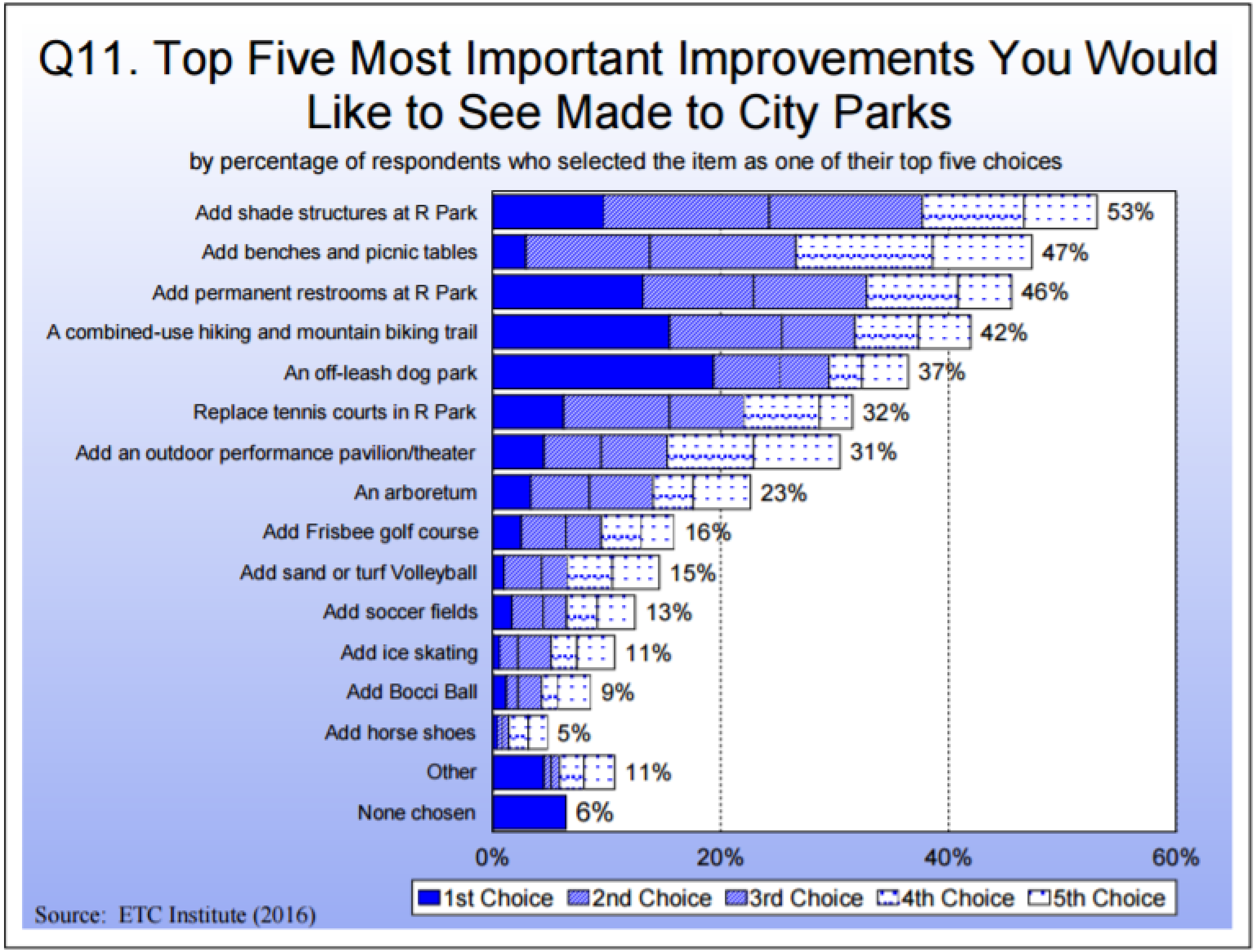
2016 Importance-Satisfaction Rating
City of Roeland Park
Major Categories of City Services

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
High Priority (IS .10-.20)						
Maintenance of streets, buildings & facilities	54%	1	75%	6	0.1355	1
Parks & recreation programs & facilities	46%	2	71%	9	0.1328	2
Enforcement of codes & ordinances	26%	5	57%	11	0.1135	3
Solid waste services	26%	6	60%	10	0.1044	4
Medium Priority (IS <.10)						
Traffic flow & congestion management	27%	4	72%	8	0.0761	5
Effectiveness of communication	17%	7	76%	5	0.0406	6
Police services	29%	3	89%	1	0.0317	7
Stormwater runoff/stormwater management	12%	8	81%	2	0.0228	8
Customer service from City employees	5%	9	80%	4	0.0105	9
Fire services	5%	10	80%	3	0.0100	10
Ambulance services	3%	11	75%	7	0.0081	11

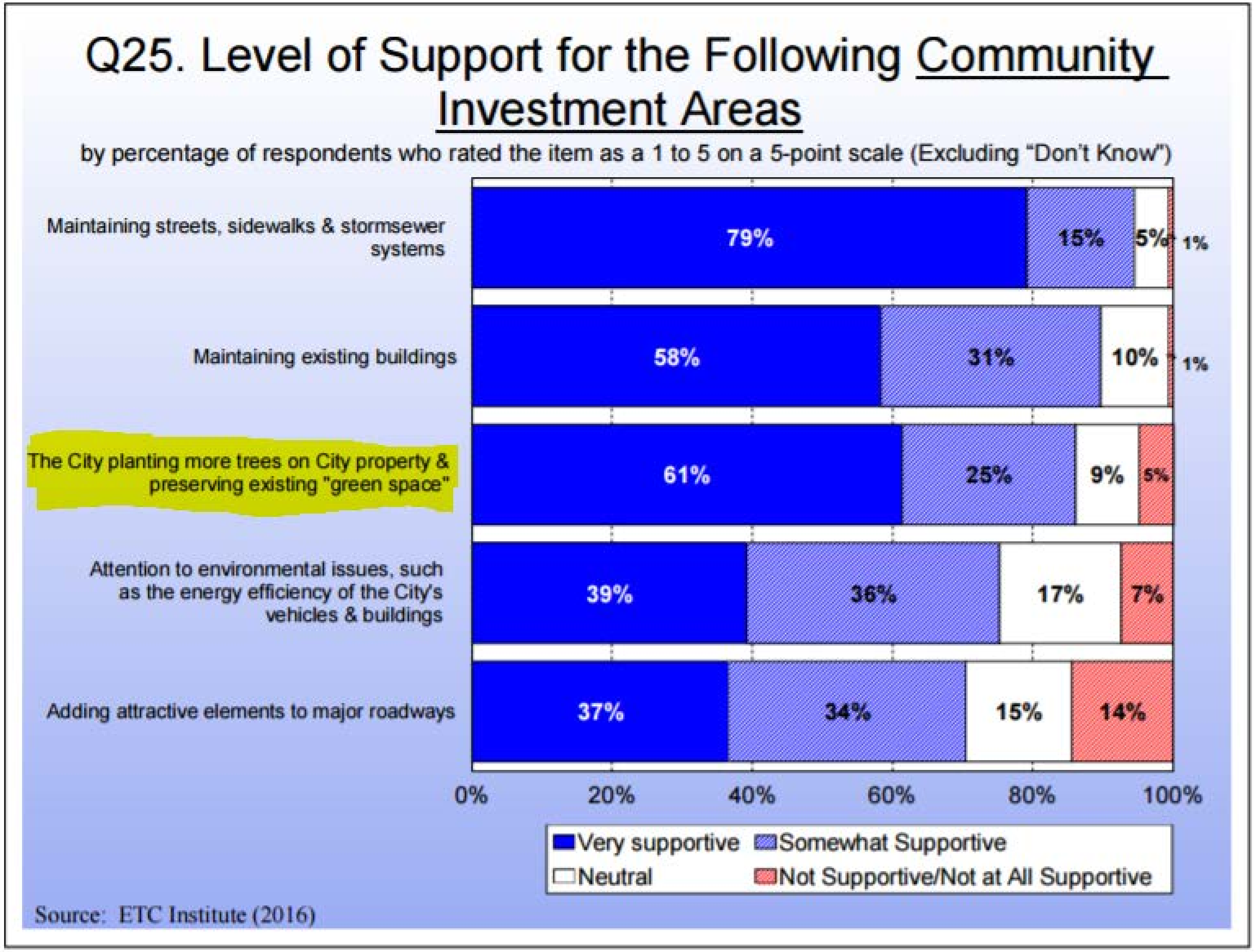
Parks ranks #2 in areas that should receive the most emphasis from City leaders over the next 2 years

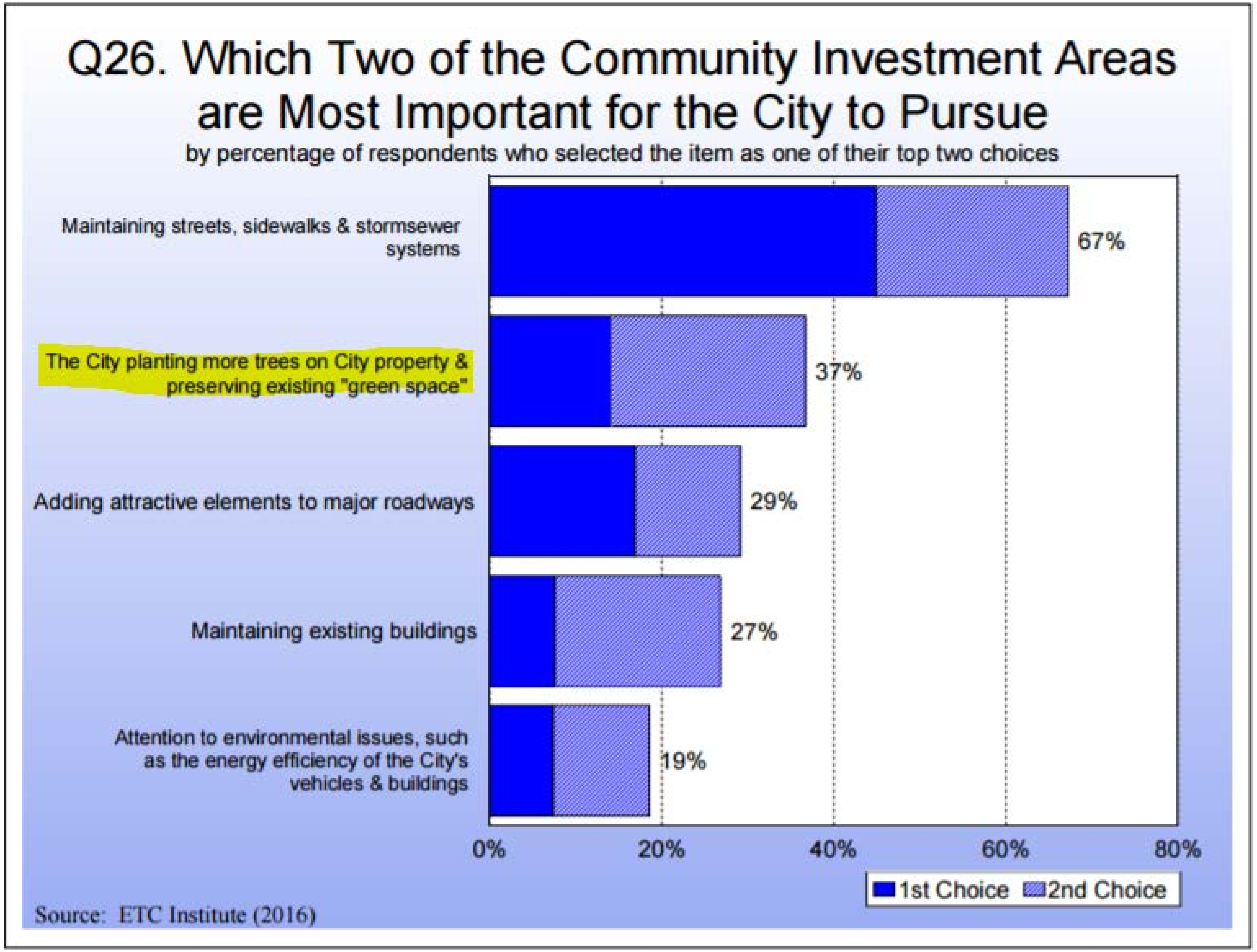



Q10. Which Three Parks and Recreation Issues Should Receive the Most Emphasis Over the Next Two Years
by percentage of respondents who selected the item as one of their top three choices
Number of walking & biking trails
40%
Maintenance of City parks
39%
Overall appearance of City parks
32%
Quality of the Community Center
26%
Quality of the Aquatics Center
18%
Number of City parks
17%
Quality of Art in public places
15%
Quality of playground equipment
14%
Fees charged for memberships, recreation programs & facility rentals
13%
City-sponsored special events
12%
How close neighborhood parks are to your home
6%
Ease of registering for programs
4%
0%
10%
20%
30%
40%
50%
1st Choice
2nd Choice
3rd Choice
Source: ETC Institute (2016)



Q11. Top Five Most Important Improvements You Would Like to See Made to City Parks
by percentage of respondents who selected the item as one of their top five choices
Add shade structures at R Park
53%
Add benches and picnic tables
47%
Add permanent restrooms at R Park
46%
A combined-use hiking and mountain biking trail
42%
An off-leash dog park
37%
Replace tennis courts in R Park
32%
Add an outdoor performance pavilion/theater
31%
An arboretum
23%
Add Frisbee golf course
16%
Add sand or turf Volleyball
15%
Add soccer fields
13%
Add ice skating
11%
Add Bocci Ball
9%
Add horse shoes
5%
Other
11%
None chosen
6%
0%
20%
40%
60%
1st Choice
2nd Choice
3rd Choice
4th Choice
5th Choice
Source: ETC Institute (2016)


Q25. Level of Support for the Following Community Investment Areas
by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (Excluding "Don't Know")
Maintaining streets, sidewalks & stormsewer systems
79%
15%
5%
1%
Maintaining existing buildings
58%
31%
10%
1%
The City planting more trees on City property & preserving existing "green space"
61%
25%
9%
5%
Attention to environmental issues, such as the energy efficiency of the City's vehicles & buildings
39%
36%
17%
7%
Adding attractive elements to major roadways
37%
34%
15%
14%
0%
20%
40%
60%
80%
100%
Very supportive
Somewhat Supportive
Neutral
Not Supportive/Not at All Supportive
Source: ETC Institute (2016)



Q26. Which Two of the Community Investment Areas are Most Important for the City to Pursue
by percentage of respondents who selected the item as one of their top two choices
Maintaining streets, sidewalks & stormsewer systems
67%
The City planting more trees on City property & preserving existing "green space"
37%
Adding attractive elements to major roadways
29%
Maintaining existing buildings
27%
Attention to environmental issues, such as the energy efficiency of the City's vehicles & buildings
19%
0%
20%
40%
60%
80%
1st Choice
2nd Choice
Source: ETC Institute (2016)

See Master Plan

Soccer/Multi-use field

- groups that use the current field for practice
  - boys team from St. Agnes (6th grade?)
  - girls team from Westwood View Elem (5th+6th grade)
  - girls team from KCK (not sure the name of the team or exact grade)
- groups that have shown interest in using the field
  - i9 Sports: they are interested in bringing a soccer program to kids in R Park; use for practice, maybe games

Shade Structures

– Citizens’ Fundraising Initiative (Shelter)
– AAD grant: $8K
– First National Bank Grant
– Task force

Tennis courts

– Parks obtained information from McConnell & Associates (Kansas City; Leawood; Lee's Summit; North Kansas City; Olathe; Overland Park; Prairie Village; Raytown)

– lifespan: 50+ years

– $160K is a good budget figure (McConnell & Associates communication, May 2016)

– $17K allotted for tearing out existing courts, picking up the backfilling and reseeding

– post tension concrete over the asphalt is an option

– dual use: option to paint pickleball lines for $350 per court – currently no free outdoor pickleball courts in Johnson County

7 Principles of Universal Design

To include as an addendum to the R Park Master Plan

1. **Equitable Use:** The design does not disadvantage or stigmatize any group of users.
2. **Flexibility in Use:** The design accommodates a wide range of individual preferences and abilities.
3. **Simple, Intuitive Use:** Use of the design is easy to understand, regardless of the user's experience, knowledge, language skills, or current concentration level.
4. **Perceptible Information:** The design communicates necessary information effectively to the user, regardless of ambient conditions or the user's sensory abilities.
5. **Tolerance for Error:** The design minimizes hazards and the adverse consequences of accidental or unintended actions.
6. **Low Physical Effort:** The design can be used efficiently and comfortably, and with a minimum of fatigue.
7. **Size and Space for Approach & Use:** Appropriate size and space is provided for approach, reach, manipulation, and use, regardless of the user's body size, posture, or mobility.

Table 1: Volunteer Hours & Unreimbursed Expenses

Table 2

Event	Volunteer Hours	Out-of-Pocket Expenses
Happy 63rd Birthday, Roeland Park!	80	$80
Bacon, Blues and Brews	200	$1,500
BBQ and Bluegrass	200	$2,000
Chili and Country Music Jamboree	200	$2,500
Treasure in Arrr Park Treasure in Arrr Park	150	$200
Kids Soccer Clinic	80	$200
Donation Campaigns	100	$1,100
Sunflower Foundation of Kansas grant application and reporting	150	$100
KCP&L Grant	6	$0
Door-to-Door Person-to-Person Leafleting	80	$0
Bake Sale/Fundraising Booths at City Events for 2.5 yrs	160	$100
R Park Amenities Research Sub-Committee	75	$0
	1481	
@ $23.56/hr	$34,892	$7,780

Table 3

: Money Raised

Funder	Proceeds
Donations and Event Proceeds	$60,181
Grant: Sunflower Foundation of Kansas	$18,391
In-Kind: Synergy Construction	$17,500
Award: Community First	$2,500
Grant: KCP&L	$3,000
	$101,572

: Total Fundraising Worth

Category	Amount
Volunteer Hours	$34,892
Out-of-Pocket Expenses	$7,780
Proceeds	$101,572
	$144,244

R Park Pro-Bono Design Services Estimate

Architect Developer Meeting - 7/23/2015			
Participants	Billable Rate	Billable Hours	Total Bill
Joel Marquardt	$150	3	$450.00
George Knipp	$150	3	$450.00
Kyle Rogler	$100	3	$300.00
Total		9	$1,200.00

R Parks Survey/Questionaire			
Participants	Billable Rate	Billable Hours	Total Bill
Joel Marquardt	$150	6	$900.00
Kyle Rogler	$100	6	$600.00
Total		12	$1,500.00

Design Work Preparation			
Participants	Billable Rate	Billable Hours	Total Bill
Joel Marquardt	$150	4	$600.00
George Knipp	$150	4	$600.00
Kyle Rogler	$100	4	$400.00
Total		12	$1,600.00

Background Research			
Participants	Billable Rate	Billable Hours	Total Bill
Joel Marquardt	$150	16	$2,400.00
Total		16	$2,400.00

Architect Developer Meeting - 8/27/2015			
Participants	Billable Rate	Billable Hours	Total Bill
Joel Marquardt	$150	3	$450.00
George Knipp	$150	3	$450.00
Kyle Rogler	$100	3	$300.00
Total		9	$1,200.00

On-Site Meeting			
Participants	Billable Rate	Billable Hours	Total Bill
Joel Marquardt	$150	3	$450.00
George Knipp	$150	3	$450.00
Total		6	$900.00

Design Work Preparation			
Participants	Billable Rate	Billable Hours	Total Bill
Joel Marquardt	$150	4	$600.00
Kyle Rogler	$100	4	$400.00
Total		8	$1,000.00

Architect Developer Meeting - 9/3/2015			
Participants	Billable Rate	Billable Hours	Total Bill
Joel Marquardt	$150	3	$450.00
George Knipp	$150	3	$450.00
Kyle Rogler	$100	3	$300.00
Total		9	$1,200.00

City Staff Discussions			
Participants	Billable Rate	Billable Hours	Total Bill
Joel Marquardt	$150	4	$600.00
Kyle Rogler	$100	4	$400.00
Jose Leon	$23.56	4	$94.24
Total		12	$1,094.24

Parks Committee Meeting - 9/16/2015			
Participants	Billable Rate	Billable Hours	Total Bill
Kyle Rogler	$100	1	$100.00
Jennifer Provyn	$23.56	1	$23.56
Corey Coe	$23.56	1	$23.56
Tyler Steele	$23.56	1	$23.56
Becky Fast	$23.56	1	$23.56
Jan Grebe	$23.56	1	$23.56
Ike Malula	$23.56	1	$23.56
Erin Thompson	$23.56	1	$23.56
Jose Leon	$23.56	1	$23.56
Teresa Kelly	$23.56	1	$23.56
Total		10	$312.04

Presentation to City Council Preparation			
Participants	Billable Rate	Billable Hours	Total Bill
Kyle Rogler	$100	8	$800.00
Total		8	$800.00

R Park Rendering			
Participants	Billable Rate	Billable Hours	Total Bill
Joel Marquardt	$150	8	$1,200.00
Total		8	$1,200.00

Parks Committee Meeting - 10/14/2015			
Participants	Billable Rate	Billable Hours	Total Bill
Joel Marquardt	$150	1	$150.00
Jennifer Provyn	$23.56	1	$23.56
Carl Wisdom	$23.56	1	$23.56
Tyler Steele	$23.56	1	$23.56
Kathleen Whitworth	$23.56	1	$23.56
Corey Coe	$23.56	1	$23.56
Beck Fast	$23.56	1	$23.56

Pat Franken	$23.56	1	$23.56
Jan Grebe	$23.56	1	$23.56
Ike Malula	$23.56	1	$23.56
Jose Leon	$23.56	1	$23.56
Total		11	$385.60

Presentation to City Council - 10/26/2015			
Participants	Billable Rate	Billable Hours	Total Bill
Joel Marquardt	$150	1	$150.00
Kyle Rogler	$100	1	$100.00
Total		2	$250.00

Quarterly Community Forum - 1/5/2016			
Participants	Billable Rate	Billable Hours	Total Bill
Joel Marquardt	$150	1	$150.00
Kyle Rogler	$100	1	$100.00
Total		2	$250.00

Charette Steering Committee Meeting - 8/8/2016			
Participants	Billable Rate	Billable Hours	Total Bill
Teresa Kelly	$23.56	2	$47.12
Kyle Rogler	$100	2	$200.00
Scott Farrell	$23.56	2	$47.12
Jan Grebe	$23.56	2	$47.12
Jennifer Provyn	$23.56	2	$47.12
Erin Thompson	$23.56	2	$47.12
Jose Leon	$23.56	2	$47.12
Mary Vlrla	$23.56	2	$47.12
Michael Kelly	$23.56	2	$47.12
Julie MacLachlin	$23.56	2	$47.12
Cathy Boyer-Shesol	$23.56	2	$47.12
Total		22	$671.20

Charette Steering Committee Meeting - 9/12/2016			
Participants	Billable Rate	Billable Hours	Total Bill
Teresa Kelly	$23.56	1	$23.56
Scott Farrell	$23.56	1	$23.56
Jan Grebe	$23.56	1	$23.56
Jennifer Provyn	$23.56	1	$23.56
Erin Thompson	$23.56	1	$23.56
Jose Leon	$23.56	1	$23.56
Mary Vlrla	$23.56	1	$23.56
Michael Kelly	$23.56	1	$23.56
Cathy Boyer-Shesol	$23.56	1	$23.56
Total		9	$212.04

Charette Coordination	

Participants	Billable Rate	Billable Hours	Total Bill
Teresa Kelly	$23.56	30	$706.80
Kyle Rogler	$100	10	$1,000.00
Scott Farrell	$23.56	10	$235.60
Jan Grebe	$23.56	10	$235.60
Jennifer Provyn	$23.56	10	$235.60
Erin Thompson	$23.56	10	$235.60
Jose Leon	$23.56	10	$235.60
Mary Vlrla	$23.56	10	$235.60
Michael Kelly	$23.56	10	$235.60
Cathy Boyer-Shesol	$23.56	10	$235.60
Total		120	$3,591.60

Community for All Ages Design Charette - 9/24/2016			
Participants	Billable Rate	Billable Hours	Total Bill
Joel Marquardt	$100	4	$400.00
Kyle Rogler	$100	4	$400.00
Matt Turley	$100	4	$400.00
Tim McDonnell	$100	4	$400.00
Mary Vrla-Mohr	$23.56	4	$94.24
Mike Hickey	$23.56	4	$94.24
Joseph Matovu	$23.56	4	$94.24
Laura Vaughan	$23.56	4	$94.24
Andrew Gieseke	$23.56	4	$94.24
Tyler Steele	$23.56	4	$94.24
Scott Ferrel	$23.56	4	$94.24
Mark Ediger	$23.56	4	$94.24
Sara Coe	$23.56	4	$94.24
Jennifer Provyn	$23.56	4	$94.24
Kathleen Whitworth	$23.56	4	$94.24
Judy Hyde	$23.56	4	$94.24
Patrick Franken	$23.56	4	$94.24
Donnie Scharff	$23.56	4	$94.24
Carl Wisdom	$23.56	4	$94.24
Daniel Vandenbox	$23.56	4	$94.24
Marek Glinecki	$23.56	4	$94.24
Cathy Creed	$23.56	4	$94.24
Kelli Disidore	$23.56	4	$94.24
Brian Nowotny	$23.56	4	$94.24
L. Don Roederer	$23.56	4	$94.24
Jeff Meador	$23.56	4	$94.24
Keith Moody	$23.56	4	$94.24
Jose Leon	$23.56	4	$94.24
Becky Fast	$23.56	4	$94.24
Teresa Kelly	$23.56	4	$94.24
Erin Thompson	$23.56	4	$94.24
Sheir McNiel	$23.56	4	$94.24

Total		128	$4,238.72

MARC Resources for Charette			
Participants			Total Cost
MARC Adminstration			$1,410.00
Consultant writing Paper			$1,200.00
Anne Marie Kinerk			$3,250.00
Total			$5,860.00

November Parks Committee - 11/29/2016			
Participants	Billable Rate	Billable Hours	Total Cost
Kyle Rogler	$100	2	$200.00
Jennifer Provyn	$23.56	2	$47.12
Carl Wisdom	$23.56	2	$47.12
Becky Fast	$23.56	2	$47.12
Corey Coe	$23.56	2	$47.12
Kathleen Whitworth	$23.56	2	$47.12
Jim Kanally	$23.56	2	$47.12
Total		12	$435.60

Design Services		
Phase/Acitivy	Total Hours	Total Cost
Architect Developer Meeting - 7/23/2015	9	$1,200.00
R Parks Survey/Questionaire	12	$1,500.00
Design Work Preparation	12	$1,600.00
Background Research	16	$2,400.00
Architect Developer Meeting - 8/27/2015	9	$1,200.00
On-Site Meeting	6	$900.00
Design Work Preparation	8	$1,000.00
Architect Developer Meeting - 9/3/2015	9	$1,200.00
City Staff Discussions	12	$1,094.24
Parks Committee Meeting - 9/16/2015	10	$312.04
Presentation to City Council Preparation	8	$800.00
R Park Rendering	8	$1,200.00
Parks Committee Meeting - 10/14/2015	11	$385.60
Presentation to City Council - 10/26/2015	2	$250.00
Quarterly Community Forum - 1/5/2016	2	$250.00
Charette Steering Committee Meeting - 8/8/2016	22	$671.20
Charette Steering Committee Meeting - 9/12/2016	9	$212.04
Charette Coordination	120	$3,591.60
Community for All Ages Design Charette - 9/24/2016	128	$4,238.72
MARC Resources for Charette		$5,860.00
November Parks Committee - 11/29/2016	12	$435.60
Grand Totals		
	Total Time	Grand Total
	425	$30,301.04

Item Number:	**DISCUSSION ITEMS- II.-9.**
Committee Meeting Date:	**2/6/2017**

City of Roeland Park

Action Item Summary

Date:	2/1/2017
Submitted By:	Staff
Committee/Department:	Admin.
Title:	**2017 Super Pass Agreement and Swim Meet Letter of Understanding (est. time 5 min.)**
Item Type:	Agreement

Recommendation:

Staff recommends approval.

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, 2017 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 is $50 for up to 5 individuals on one pass, 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	Cover Memo
🗋	Swim Meet Letter of Understanding	Cover Memo

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 2017 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 2017 swim season, which commences approximately May 27, 2017 and ends approximately September 4, 2017.

II. <u>EFFECTIVE DATE AND TERM</u>.

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. <u>COOPERATION USE OF POOL FACILITIES</u>.

As part of its program for use of its Pool Facilities during the 2017 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 2017 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 2017 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. <u>POOL SAFETY STANDARDS</u>

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. <u>LIABILITY</u>

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 ___________________________
Jerry Wiley, Mayor

Attest:

____
City Clerk

Approved as to Form:

____
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 _________________________
Steve Schowengerdt, 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 _________________________
Joel Marquardt, Mayor

Attest:

____
City Clerk

Approved as to Form:

____
City Attorney

JOHNSON COUNTY PARKS AND
RECREATION DISTRICT

By ________________________
Paul Snider, Board Chair

Attest:

____
Nancy Wallerstein, 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

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 2017 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 2017 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:____
Jerry Wiley, 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:____
Steve Schowengerdt , Mayor

Attest:______________________________________

CITY OF PRAIRIE VILLAGE, KANSAS

By:____
Laura Wassmer, Mayor

Attest:______________________________________

CITY OF ROELAND PARK, KANSAS

By:____
Joel Marquardt, Mayor

Attest:______________________________________

JOHNSON COUNTY PARK AND RECREATION DISTRICT

By:____
Paul Snider, Board Chair

Attest:______________________________________

Item Number:	**DISCUSSION ITEMS- II.-10.**
Committee Meeting Date:	**2/6/2017**

City of Roeland Park

Action Item Summary

Date:	1/16/2017
Submitted By:	Erin Thompson, Michael Poppa, Teresa Kelly
Committee/Department:	Admin.
Title:	**LKM Suggested Ordinance Elections as Nonpartisan (est. time 5 min.)**
Item Type:	Ordinance

Recommendation:

Mission and Westwood have both adopted the League of Kansas Municipalities suggestion that cities pass charter ordinances which formally designate elections as nonpartisan. The LKM recommendation is below in the "Details" section.

Details:

We have had the question raised if a city must choose to have a nonpartisan election. In reviewing the language in K.S.A. 2015 Supp. 25-2113, it is our opinion that the League sample ordinances concerning the change to November elections should have included a statement for the governing body to select nonpartisan or partisan elections. Prior law had a presumption that all city elections were nonpartisan, however, the new language does appear to require that the governing body make a selection.

It is our recommendation that all cities pass an ordinance that contains the following language:

“All elections for the City of _____________, Kansas shall be nonpartisan.”

Obviously partisan would be used in place of nonpartisan if that is the desire of the governing body.

If your city has already passed an ordinance making the change to November elections

then we suggest that an ordinary ordinance be passed using the above language. If your city has not passed an ordinance making the change to November elections then we recommend that a section be included in the ordinance you pass choosing partisan or nonpartisan elections. League sample ordinances have now been modified and are available here. Please consult with your city attorney
before making any decisions.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

	Description	Type
🗋	Ordinance Nonpartisan Elections	Cover Memo

ORDINANCE NO. ___

OF

THE CITY OF ROELAND PARK, KANSAS

PASSED

FEBRUARY __, 2017

(PUBLISHED IN ***THE LEGAL RECORD*** ON _______________, 2017)

ORDINANCE NO. ___

AN ORDINANCE AMENDING CHAPTER VI ARTICLE 1 OF THE ROELAND PARK CITY CODE BY ADDING SECTION 6-104 REGARDING NONPARTISAN ELECTIONS.

WHERAS, in 2015, the Kansas Legislature passed House Bill 2104, which made changes to numerous aspects of the State's election laws;

WHEREAS, House Bill 2104 allows the City of Roeland Park, Kansas (the "City") to establish by regular ordinance whether elections will be partisan or nonpartisan; and

WHEREAS, the City desires to keep City elections nonpartisan.

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

Section 1. Section 6-104 of the City Code is hereby amended to read as follows:

Section 6-104 Nonpartisan Elections.

City elections shall be nonpartisan.

Section 2. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City, approval by the Mayor and publication in the official City newspaper.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

PASSED by the governing body of the City on February __, 2017 and **APPROVED AND SIGNED** by the Mayor.

(SEAL)

/S/______________________________________
Mayor

ATTEST:

/S/______________________________________
Clerk

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

Item Number:	**DISCUSSION ITEMS- II.-11.**
Committee Meeting Date:	**2/6/2017**

City of Roeland Park

Action Item Summary

Date:	1/13/2017
Submitted By:	Jose Leon, Director of Public Works
Committee/Department:	Public Works
Title:	**Leaf Pickup Program Discussion Continued (est. time 10 min.)**
Item Type:	Discussion

Recommendation:

Staff recommends the governing body discuss the leaf program.

Details:

The 2016 Leaf Program was a total of 6 week program which included a 2 week Spring Leaf pickup. Weather and leaves falling later in the year have caused some frustration among our residents. Staff has provided answers to the common questions staff has received since our Leaf Program ended in 2016. Staff has also developed a total program cost spreadsheet for Council to review and discuss. These costs are not all out of pocket but document some actual cost the City inherits as part of the operation of this program. The cost spreadsheets are attached.

Why has the Leaf Program been shortened from years past?
Staff has researched the length of the Leaf Program dating back to the year 2009. Dates are from the City Newsletter archives.
2009 – 6 weeks
2010 – 8 weeks
2011 – 8 weeks
2012 – 8 weeks
2013 – 8 weeks
2014 – 7 weeks
2015 – 6 weeks **Schedule presented to Governing Body on 5/5/2015*
2016 – 6 weeks **Schedule presented to Governing Body on 7/30/2015*

A 6 week Leaf Program has been scheduled three of the past 8 years. During the last 3 years, Public Works has performed more in-house street maintenance during the summer/fall months. Preparation of equipment by public works for the winter season has also been made a priority over leaf pick up. Calibrating salt spreaders, checking operation of snow equipment, and pre-treating our streets were not being performed prior to 2015. Staff did not have the time because the Leaf Program would continue until middle/late December. The concept of City-Wide leaf pick-up (which is what was occurring prior to 2015) does not make for efficient use of City resources because Public Works staff is literally driving the City looking for leaf piles which may or may not be present. After watching this take place in 2014, Director Jose Leon decided in 2015 to make the final two weeks of the program a scheduled pickup per neighborhood as outlined in the leaf pick up program maps. This process allows Public Works to focus on noted areas per date and also allows better communication to residents as to when Public Works will be picking up their leaves. The scheduled pickup make for a more efficient and effective use of the City's resources.

Why was the program only 4 weeks in the Fall of 2016?

After the May 5, 2015 approval of the 2015 Fall Leaf Program Council Member Janssen asked then City Administrator Aaron Otto/Mark Pentz if Public Works would ever consider a Spring Leaf Program. Mark Pentz directed staff to research the impacts of a Spring Leaf pickup and develop a potential schedule to present to the Governing Body. On July 30, 2015 Director Jose Leon provided the Governing Body the positive/negative impacts of a Spring Leaf pickup. Director Jose Leon provided a full schedule of the 2016 Leaf Pickup program which noted 2 weeks of Spring Leaf Pickup in March 2016, with the Fall 2016 Leaf Pickup Program shortened 2 weeks. Staff believed beginning the program toward the middle of November would make for the most benefit with a 4 week schedule.

What Equipment is used for the Leaf Program and what is the cost of equipment?

#101 - Dump Truck = $96,394 **Used for snow operations*
#102 - Dump Truck = $96,394 **Used for snow operations*
#201 - Street Sweeper = $233,900
#202 - Front Wheel Loader = $110,000 **Used for snow operations*
#205 - Trackless Machine = $126,000
#206 - Leaf Attachment = $44,000

Total Equipment Costs **= $706,688**

For reference all vehicles, weapons, radios, computers, and cameras used by our police department have a total cost of $333,000, a new pumper fire truck costs $575,000 an ambulance is $165,000.

What challenges are there for the City to continue to pick up leaves through the Winter?

Using the same equipment for snow removal operations and the leaf program is a challenge for our Public Works. Switching the Dump Trucks and preparing them for snow removal operations can cause a 4 hour delay in response to snow operations. This delay would jeopardize the safety of our roads and consequently the response of our police department to emergencies. Predicting the weather is not ideal, and Public Works switching back and forth between programs could cause a large mess of leaves being plowed down residential streets (with the current approach). Public Works largest priority in the winter is snow operations, but beyond that our other priorities are:

- Stormwater Infrastructure Maintenance
- Park/Green Space de-weeding and trimming
- Equipment Maintenance
- Building Maintenance
- Street Maintenance planning and preparation
- Pot Hole Response

How does item relate to Strategic Plan?

N/A

How does item benefit Community for all Ages?

N/A

Additional Information

Staff has completed a cost estimate based on city data vs. FEMA rates. Overland Park costs for maintenance and repairs as well as our historical repair costs (if available) have been used to estimate these annual costs averaged over the life of the equipment. Annual depreciation expense has also be estimated based on purchase prices with financing charges netted against the estimated sale price and divided by the estimated useful life in years. This is the best estimate of these costs available and represent a complete cost picture of the program. The cost for the 2016 leaf program is estimated at $87,500. Staff believes this cost is lower than normal due to low spring participation.

A concerns expressed by residents about the leaf pick up program center on the extended period that trees drop their leaves. Designing the program to allow pick up over a longer period creates conflict issues with the use of our dump trucks on snow removal. If we were able to eliminate dependence on the use of our dump trucks for the leaf pick up program extending the pick up later into the year would be possible. Our current practice of having leaves placed into the roadway could impact customer satisfaction if we move the pick up into the winter months due to the fact that leaves may be pushed back into yards along with snow in the case where it would snow during the leaf pick up period. Picking up the leaves in the street is less labor intensive than picking them up from behind the curb (with a vacuum system) but the equipment costs are lower for the vacuum system and keeping the leaves behind the curb keeps the storm sewer system from being clogged with leaves and it eliminates liability created for the City due to the City directing the placement of leaves into the street system. Staff has estimated the cost of a one time per year per household leaf vacuum program to be just under $100,000. This cost assumes each home would schedule ONE leaf pick up between December 1 and March 31, this assumes each of our 2,846 homes would pay a fee of $31 for the one pick up regardless of if they use the service or not (same as current method of billing). A variation of this approach could be to set up voluntary participation, this would be charged at the time of service at a rate of $43 for the first half an hour of the two man crew being on site and $7 for every 5 minute increment there after. Again this would be a scheduled service, and could possibly provide for more than one service per home if time permits. It would keep the leaves out of the street, reduce the cost of equipment, eliminate equipment conflicts with snow removal, improves service flexibility delivery when the customer wants it, and it is more equitable since those who use it pay for the service. The downside is that it is more labor intensive, increases the cost and would require a system for scheduling to be purchased.

Another option we have looked at is using a modified snow blower attachment to the skid loaders or the front end loader to blow leaves into a roll off truck. This too is less expense for equipment and could yield less man hours lowering the overall cost (to around $70,000 compared to $90,000). But it does not solve the problem of putting leaves in the street and contending with them during snow events. We have not yet been able to test if a snow blower will effectively blow leaves so this concept requires further testing. The benefit of using a snow blower on the skid loader or front end loader is that we have redundancy of this equipment, the snow blower attachment is $15,000 and the leaf blower attachment is $50,000. Also the trackless is only used for leaf pickup where we use the skid loader and front end loader for other public works activities. Finally, the equipment is sold and service locally where the trackless and leaf blower attachment is from Canada and service is not available in the KC metro.

It is not likely that any of these concepts would be implemented for the 2017 program as the assessment has been put in place based on the current approach. This provides plenty of time to further test and develop these ideas.

ATTACHMENTS:

	Description	Type
🗋	2016 Leaf Program Costs	Backup Material
🗋	2016 Program Schedule	Backup Material
🗋	2016 Final Pickup Map	Backup Material

2016 Spring and Fall Leaf Program Costs

Staff	Rate/Hr	Hours Worked	Cost	Notes:
PW Staff	$ 34.07	1050	$ 35,773.50	925 hrs in fall, 125 hrs in spring
PW Director	$ 57.36	67	$ 3,843.12	55 hrs in fall, 12 hrs in spring
PW Superintendent	$ 47.61	30	$ 1,428.30	Avg 1 hr/day for 6 weeks of program
Administrative Assistant	$ 20.13	30	$ 603.90	Avg 1 hr/day for 6 weeks of program
				Rate per hour includes wages, benefits and 15%
		Subtotal	$ 41,648.82	added for overhead.
Asset	Annual Depreciation	Leaf Program %	Cost Allocation	
#101 - Dump Truck	$ 3,465.53	11%	$ 396.06	
#102 - Dump Truck	$ 3,465.53	11%	$ 396.06	Annual depreciation is multiplied by the
#201 - Sweeper	$ 17,991.54	46%	$ 8,353.22	estimated use of the equipment on the leaf
#202 - Front Wheel Loader	$ 2,023.00	17%	$ 350.65	program to calculated the deprecation cost
#205/#206 - Trackless Machine w/ Leaf Attachment	$ 7,696.50	100%	$ 7,696.50	allocation to the leaf program.
		Subtotal	$ 17,192.49	
Leaf Disposal Cost				
Containers	Quantity *	Cost/Per	Cost	
40 Cubic Yard Dumpsters	52	$ 144.00	$ 7,488.00	4 in the spring, 48 in the fall
Fuel Cost				
Asset	Fuel Usage (Gallons)	Avg Cost/Per	Cost	
#101 - Dump Truck	121	$ 2.25	$ 272.84	
#102 - Dump Truck	121	$ 2.25	$ 272.84	
#201 - Sweeper	325	$ 2.25	$ 731.61	Actual gallons of fuel used during the leaf
#202 - Front Wheel Loader	56	$ 2.25	$ 125.33	program multiplied by the average fuel
#205 - Trackless Machine	266	$ 2.25	$ 599.40	price per gallon.
		Subtotal	$ 2,002.01	
Maintenance & Repairs				
Asset	Avg Cost/Per Year	Leaf Program %	Cost	
#101 - Dump Truck	$ 6,250	11%	$ 714.29	Estimated average annual Dump Truck mair
#102 - Dump Truck	$ 6,250	11%	$ 714.29	Estimated cost per Estimated average annual Dump Truck mair
#201 - Sweeper	$ 7,500	46%	$ 3,482.14	year for maintenance Estimated average annual Sweeper mainter
#202 - Front Wheel Loader	$ 2,500	17%	$ 433.33	and repairs multiplied Estimated average annual Wheel Loader ma
#205/#206 - Trackless Machine w/ Leaf Attachment	$ 12,119	100%	$ 12,118.79	by the % of use for Estimated average annual Trackless costs c
				the leaf program.
		Subtotal	$ 17,462.84	
Misc. Cost				
#201 - Sweeper water usage	$35.15			825 gallons/1000 gallons(x $4.02)
30 overtime Man-Hours for Roe Blvd. pickup	$ 1,533.15			30 hour x $51.11
Arrow Board Rental for Roe Blvd pickup	$ 200.00			
		Subtotal	$1,768.30	
	Total Program Costs		**$87,562.45**	2846 $30.77

*Notes: The man hours are based on actual man hours for the 2016 program, which are likely lower due to low participation in the spring. % of time equipment was used is also based on 2016 actuals, this too was likely lower than normal due to low participation in the spring. A six week program operated just in the fall would reflect higher costs due to more man hours and more equipment hours used due to higher participation.

2016

January

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29					

March

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November

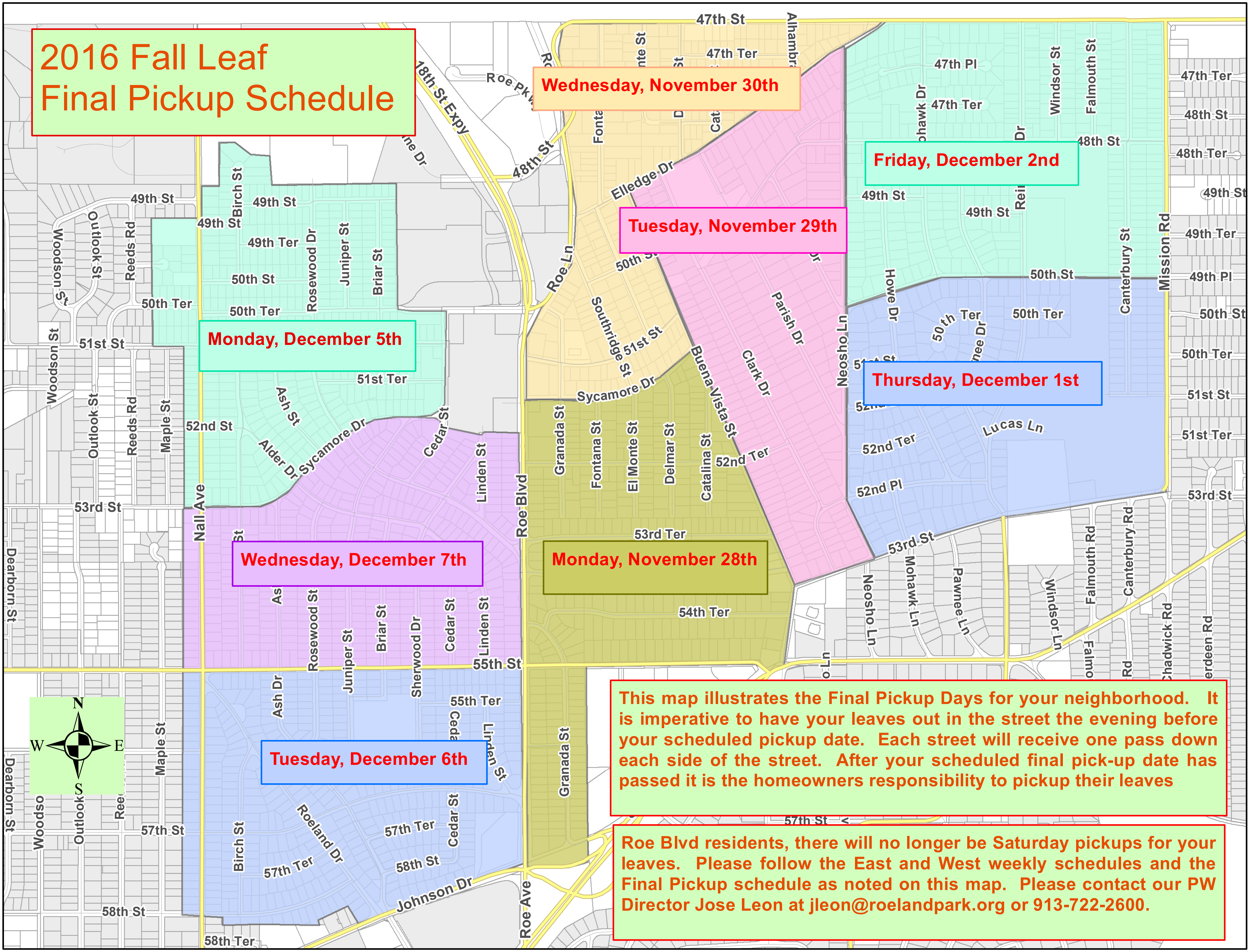
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

- East
- West
- Roe Blv
- WWH
- WW

2016 Fall Leaf Final Pickup Schedule



This map illustrates the Final Pickup Days for your neighborhood. It is imperative to have your leaves out in the street the evening before your scheduled pickup date. Each street will receive one pass down each side of the street. After your scheduled final pick-up date has passed it is the homeowners responsibility to pickup their leaves

Roe Blvd residents, there will no longer be Saturday pickups for your leaves. Please follow the East and West weekly schedules and the Final Pickup schedule as noted on this map. Please contact our PW Director Jose Leon at jleon@roelandpark.org or 913-722-2600.

Item Number: **DISCUSSION ITEMS- II.-12.**
Committee Meeting Date: **2/6/2017**

City of Roeland Park

Action Item Summary

Date:	2/3/2017
Submitted By:	Keith Moody
Committee/Department:	
Title:	**Review and Discuss Draft Land Lease with Zip KC (est. time 10 min.)**
Item Type:	

Recommendation:

No action is anticipated at this time. The item is being presented for review and discussion. It is anticipated that a final agreement will be presented to Council for action in the coming months.

Details:

The attached lease is a draft, which has been developed with insight from CBC (our marketing consultant), the City Attorney, the Ad Hoc Development Committee, the prospective tenant (Zip KC) and staff. Please review the lease in detail and be prepared to discuss.

The lease is for one of three lots anticipated at the old pool site. This is for the lower lot facing 48th Street. Some of the primary details include what the property may be used for, the improvements that the tenant will be required to complete, the lease term, the lease fee (with annual escalator), a clawback provision (where if dormant the City can void the lease), and commitment by the City to approve the use of a hotel motel tax and possibly a community improvement district sales tax to reimburse the tenant for some of the cost associated with building the drive connecting the upper and lower levels. Aside from the TIF funds already collected there is no use of TIF reflected nor any type of tax abatement incentive.

At this time we estimate KC Zip may incur $200,000 of cost for constructing the connecting drive. This is likely to change as we draw to the end of the grading project currently underway. The expense could be less if the City is able to complete the grading for the connector drive within our grading contract, we have more material than anticipated and this material can be used on site to grade the connector drive (the City does not have enough TIF funds to actually build the connector drive).

How does item relate to Strategic Plan?

The lease adds a new tax generating business to our community, providing a regional entertainment amenity.

How does item benefit Community for all Ages?

The use encourages an active lifestyle for a broad range of ages.

ATTACHMENTS:

	Description	Type
🗋	Draft Lease- Zip KC	Backup Material
🗋	South Drive Plans	Backup Material

GROUND LEASE

BETWEEN

CITY OF ROELAND PARK, KANSAS

("LANDLORD")

AND

ADVENTURE ZIP KC, LLC,
A KANSAS LIMITED LIABILITY COMPANY

("TENANT")

_______________, 2016

LEASE

THIS LEASE, dated as of _______________, 2016 (the "***Effective Date***"), is made by and between CITY OF ROELAND PARK, KANSAS, with an office at 4600 West 51st Street, Roeland Park, Kansas 66205 ("***Landlord***"), and ADVENTURE ZIP KC, LLC, a Kansas limited liability company, with an office at 9766 Craig Drive, Overland Park, Kansas 66212 ("***Tenant***").

ARTICLE 1.
ATTACHMENTS TO LEASE; EXHIBITS

Attached to this Lease and hereby made a part hereof are the following:

EXHIBIT A – a description of the tract of land constituting the Leased Premises.

EXHIBIT B – a description of the Center, the larger tract of land on which the Leased Premises is located.

EXHIBIT C – a description of the Project and the improvements to be constructed on the Leased Premises.

EXHIBIT D – a site plan (the "***Site Plan***") of the Project, the Leased Premises and the Center showing (i) the location of the aerial challenge course or similar extreme sports complex, (ii) parking sufficient to serve the Project, and (iii) the location of any other buildings and improvements constructed or to be constructed, if known, within the Leased Premises by any person or entity.

EXHIBIT E – Provisions for construction of the Project.

ARTICLE 2.
DEFINITIONS

2.1 **Definitions**. The following terms for purposes of this Lease shall have the meanings hereinafter specified (additional terms may be defined elsewhere in the Lease):

"***ADA***" means the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12.101, *et seq*.

"***Access Road***" is defined in Article 9.

"***Affiliate***" means as applied to a person or entity, any other person or entity directly or indirectly controlling, controlled by, or under common control with, that person or entity.

"***Annual Fixed Rent***" means the annual fixed rent payable under this Lease, as set forth in Section 5.2.

"***Center***" (if any) means the larger tract of land currently owned by Landlord, described on **Exhibit B** and identified on the Site Plan where the Project is located, together with any buildings, Common Facilities and other improvements thereon, as the Center is constituted from time to time.

"***Commencement Date***" is defined in Section 4.1.

"***Common Facilities***" includes, if applicable, all parking areas, streets, driveways, curb cuts, access facilities, aisles, sidewalks, malls, landscaped areas, sanitary and storm sewer lines, water, gas, electric, telephone and other utility lines, systems, conduits and facilities and other common and service areas within the Center, all as more particularly defined in any Restrictive Agreements, whether or not shown on the Site Plan, and regardless of by whom owned.

"***Default Rate***" means the lesser of (i) the per annum interest rate from time to time publicly announced by Security Bank of Kansas City as its base rate (i.e., its Prime Rate) plus four percent (4%) or (ii) the highest rate of interest that may lawfully be charged to the party then required to pay interest under this Lease at the Default Rate. If Security Bank should cease to publicly announce its base rate, the Prime Rate hereunder shall be the prime, base or reference rate of the largest bank (based on assets) in the United States which announces such rate.

"***Effective Date***" is the date first above written.

"***Fiscal Tax Year***" is defined in Section 6.3.

"***Force Majeure***" is defined in Article 24.

"***Governmental Authorities***" means all federal, state, county, municipal (including Landlord) and local departments, commissions, boards, bureaus, agencies and offices thereof, having or claiming jurisdiction over all or any part of the Project (if applicable) or the use thereof.

"***Hazardous Substance***" is defined in Section 12.4.

"***Laws***" means all present and future requirements, administrative and judicial orders, laws, statutes, ordinances, codes, rules and regulations of any Governmental Authorities, including, but not limited to the ADA.

"***Lease Year***" means a period of twelve (12) full calendar months. The first Lease Year shall begin on the first day of the calendar month following the Commencement Date, unless the Term commences on the first day of a calendar month, in which case the first Lease Year shall begin on the Commencement Date. Each succeeding Lease Year shall commence on the anniversary of the first Lease Year.

"***Leased Premises***" means the Project, the land thereunder described on **Exhibit A** attached hereto, and all improvements, fixtures, appurtenances, rights, easements and privileges thereunto belonging or in any way appertaining, and all other rights, easements and privileges granted to Tenant in this Lease, excluding, however, Tenant's Property as defined below.

"***Mortgage***" means any leasehold mortgage or leasehold deed of trust or other instrument in the nature thereof evidencing a security interest in the Leased Premises or any part thereof.

"***Operating Expenses***" shall mean all costs and expenses described in Section 6.2.

"***PILOT***" is defined in Section 6.3(b).

"***Project***" means the tract of land described on **Exhibit A**, the improvements described on **Exhibit C**, and identified as such on the Site Plan on **Exhibit D**, where the aerial challenge course or similar extreme sports complex is located, together with any buildings, Common Facilities and other improvements thereon, as the Project is constituted from time to time.

"***Reimbursement Amount***" is defined in Article 9.

"***Related Agreement***" means any agreement between Landlord, or an Affiliate of Landlord, and Tenant, or an Affiliate of Tenant.

"***Rent***" means Annual Fixed Rent and any other charges, expenses or amounts payable by Tenant under this Lease.

"***Restrictive Agreements***" is defined in Section 6.5.

"***Taxes***" is defined in Section 6.3.

"***Tenant's Operating Covenant***" is defined in Section 8.1.

"***Tenant's Property***" is defined in Article 11.

"***Tenant's Signs***" is defined in Section 20.2.

"***Term***" is defined in Section 4.1.

"***Undermined Property***" is defined in Section 3.4.

ARTICLE 3.
DEMISE OF LEASED PREMISES

3.1 **Demise of Leased Premises.** Landlord hereby demises and leases the Leased Premises unto Tenant, and Tenant hereby leases the same from Landlord, for the consideration and upon the terms and conditions set forth in this Lease.

3.2 **Development Matters.** Tenant has certain obligations to develop and construct the Project as set forth in Exhibit E, attached hereto and incorporated as though more fully set forth herein. The Project shall be open for business by [DATE].

3.3 **Quiet Enjoyment.** If and to the extent that Tenant fully discharges the obligations herein set forth to be performed by Tenant, Tenant shall have and enjoy, during the Term of this Lease, the quiet and undisturbed possession of the Leased Premises together with the right to use the Common Facilities (if any) as in this Lease contemplated, free from interference by Landlord or any party claiming by, through or under Landlord but none other, except for and excluding the Landlord's termination rights as set forth in this Lease.

3.4 **No Representations by Landlord.** Tenant hereby accepts the Leased Premises in its "as is, where is" condition as of the Commencement Date. Tenant acknowledges that the Leased Premises and the Center includes certain real property that has previously been subject to underground mining and is therefore currently unstable (the "***Undermined Property***"). Landlord may, in its sole discretion, collapse the mines and fill the Undermined Property as appropriate and necessary to stabilize the Undermined Property, in compliance with all applicable Laws. Landlord also may, in its sole discretion, make certain other improvements and infrastructure within the Center. Tenant acknowledges and agrees that Landlord has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, of, as to, concerning, or with respect to: (i) the value, nature, quality or condition of the Leased Premises, including, without limitation, the Undermined Property, water, soil and geology; (ii) the suitability of the Leased Premises for any and all activities and uses which may be conducted thereon (including the suitability of any rock structures or outcroppings for anchoring equipment or for use in Tenant's business); (iii) the compliance of or by the Leased Premises with any laws, rules, ordinances or regulations of any applicable Governmental Authorities; (iv) the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Leased Premises, or (v) any other matter with respect to the Leased Premises, and specifically, Landlord has not made, does not make and specifically negates and disclaims any representations or warranties regarding compliance of the Leased Premises with any environmental protection, pollution or land use laws, rules, regulations, orders or requirements, including without limitation, those pertaining to solid waste, as defined by the U.S. Environmental Protection Agency Regulations at 40 C.F.R., Part 261, or the disposal or existence, in or on the Leased Premises, of any hazardous substances, as defined by The Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and the regulations promulgated thereunder. Tenant shall rely solely on its own investigation of the Leased Premises, including the Undermined Property, and not on any information provided or to be provided by Landlord, its directors, contractors, agents, employees or representatives. Landlord shall not be liable or bound in any manner by any verbal or written statements, representations or information pertaining to the Leased Premises or the operation thereof, furnished by any party purporting to act on behalf of Landlord.

ARTICLE 4.
TERM

4.1 **Term.** The Term of this Lease shall be for a period of fifteen (15) years commencing on the Effective Date (the "***Commencement Date***"), and shall expire at midnight on _______________, 2031 (the "***Expiration Date***"). On the Expiration Date, Tenant shall vacate the Leased Premises in the good order and repair, as the Leased Premises may have been improved during the Term, ordinary wear and tear excepted.

4.2 **Continued Possession of Tenant.** If Tenant fails to vacate the Leased Premises on or before the termination or expiration of the Term, then Tenant shall, in addition to the amounts hereinafter set forth, indemnify and hold Landlord harmless from any and all damages and expenses, including any consequential damages and attorneys' fees, that Landlord may incur by reason of Tenant's holding over. In addition, any holding over after the end of the term of this Lease shall be a tenancy at sufferance, terminable by either party on not less than one (1) month's notice, with the exception that Annual Fixed Rent shall be increased to one hundred fifty percent (150%) of the Annual Fixed Rent that existed for the year prior to the expiration of the then current Term. Except in the case of default, Tenant shall have thirty (30) days after such notice of termination by either party to remove Tenant's Property, and any of Tenant's Property not so removed shall be deemed abandoned. Tenant shall repair any structural damage to the Project caused by the removal of Tenant's Property or any of its sublessees' or licensees' property.

4.3 **Certain Landlord Rights on Termination for Reletting**.

(a) Landlord or its agent shall have the right to enter the Leased Premises at all reasonable times for the purpose of exhibiting the Leased Premises to others during the period commencing one hundred eighty (180) days prior to the expiration of the Term. Landlord may place "for sale" or "for rent" notices on signs as Tenant reasonably approves. Tenant hereby waives any notice to vacate upon the expiration or other termination of this Lease.

(b) Upon the expiration or earlier termination of this Lease, Tenant shall, at the option of Landlord, transfer to and relinquish to Landlord or Landlord's nominee and reasonably cooperate with Landlord or Landlord's nominee in connection with the processing by Landlord or such nominee of all licenses, operating permits, and other governmental authorization and all assignable service contracts, which may be necessary or appropriate for the operation by Landlord or such nominee of the Leased Premises.

ARTICLE 5.
RENT

5.1 **Payment of Rent.** Tenant shall timely pay all Annual Fixed Rent due under this Lease to Landlord by check or electronic transfer payable to Landlord at Landlord's address first written above.

5.2 **Annual Fixed Rent.** Tenant shall pay Landlord, during the Term of this Lease, the Annual Fixed Rent for each Lease Year, payable in equal monthly installments on or before the fifth (5^{th}) day of each calendar month, in advance during such Lease Year. If the Annual Fixed Rent is payable for a fraction of a month, the amount payable shall be a pro rata share of a full month's rent. The Annual Fixed Rent shall be prorated for any partial Lease Year. Annual Fixed Rent under this Lease shall be:

Lease Year	Annual Rent	Monthly Rent
Year 1	$66,908.00	$5,575.67
Year 2	$67,577.08	$5,631.42
Year 3	$68,252.85	$5,687.74
Year 4	$68,935.38	$5,744.62
Year 5	$69,624.73	$5,802.06
Year 6	$70,320.98	$5,860.08
Year 7	$71,024.19	$5,918.68
Year 8	$71,734.43	$5,977.87
Year 9	$72,451.78	$6,037.65

Year 10	$73,176.29	$6,098.02
Year 11	$73,908.06	$6,159.01
Year 12	$74,647.14	$6,220.60
Year 13	$75,393.61	$6,282.80
Year 14	$76,147.55	$6,345.63
Year 15	$76,909.02	$6,409.09

5.3 **Late Payments.** To compensate Landlord for its additional cost of processing late payments, for any payment of Rent which is not received within five (5) days after it is due, Tenant will pay a late charge of five percent (5%) of the late payment, but not less than $500.00. In addition, all amounts payable under this Lease by Tenant to Landlord, if not paid when due, will bear interest from the due date until paid at the Default Rate.

5.4 **Right to Accept Payments.** No receipt by Landlord of an amount less than Tenant's full amount due will be deemed to be anything other than payment "on account," nor will any endorsement or statement on any check or any accompanying letter effect or evidence an accord and satisfaction. Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance or pursue any right of Landlord. No payments by Tenant to Landlord after the expiration or other termination of the Term, or after the giving of any notice (other than a demand for payment of money) by Landlord to Tenant, will reinstate, continue or extend the Term or make ineffective any notice given to Tenant prior to such payment. After notice or commencement of a suit, or after final judgment granting Landlord possession of the Premises, Landlord may receive and collect any sums of Annual Fixed Rent due under this Lease, and such receipt will not void any notice or in any manner affect any pending suit or any judgment obtained.

ARTICLE 6.
EXPENSES

6.1 **Triple Net Lease.** It is the intention of the parties and they hereby agree that this is and shall be an absolutely triple net Lease, and Landlord shall have no obligation to provide any services, perform any acts, make any maintenance, repairs or replacements or pay any expenses, charges, taxes, insurance premiums, obligations or costs of any kind whatsoever with respect to the Leased Premises. Tenant hereby agrees to pay all such costs, expenses, and maintenance relating to the Leased Premises. It is specifically understood and agreed that Landlord shall have no obligation to expend any monies, perform any maintenance or make any repairs or replacements with regard to the Leased Premises.

6.2 **Payment of Operating Expenses.** In addition to Tenant's obligation to pay Rent to Landlord under this Lease, Tenant shall timely pay all operating expenses, maintenance costs, governmental charges, capital expenditures, and any other expenses related to the Project or the ownership and operation of the Leased Premises, whether or not specifically mentioned in this Lease.

6.3 **Tenant's Taxes**.

(a) As used in this Article, the following terms shall have the following meanings:

(i) "***Fiscal Tax Year***" means the twelve (12) month period established as the ad valorem tax year by the taxing authority having jurisdiction over the Project.

(ii) "***Ad Valorem Taxes***" means ad valorem real property taxes and assessments, special or otherwise, levied upon or with respect to the Leased Premises by any Governmental Authorities.

(iii) "***Other Taxes***" means all taxes, assessments (excluding Ad Valorem Taxes) and governmental charges, general or special, ordinary or extraordinary, foreseen or unforeseen, of any kind or nature whatsoever, whether imposed by any Governmental Authorities, which are levied on or charged against Tenant's personal property or rents, or on the right or privilege of leasing real estate or collecting rents thereon, and any other taxes and assessments attributable to the operation of the Leased Premises or any tax or assessment or governmental charge imposed or collected in lieu of or in substitution for any such tax, assessment or governmental charge, including without limitation all impact fees, development fees, traffic generation fees, parking fees in respect of any Fiscal Tax Year falling wholly within the Term of this Lease, equal to the proportion which the number of days of such Fiscal Tax Year falling within the Term of this Lease bears to the total number of days of such Fiscal Tax Year.

(b) If and to the extent that the Leased Premises are not exempt from Ad Valorem Taxes by virtue of Landlord's ownership of the Leased Premises, then Tenant shall pay all Ad Valorem Taxes for the Leased Premises prior to their delinquency. Tenant shall pay all Other Taxes for the Leased Premises directly to the appropriate taxing authorities prior to their delinquency. In the event that the Leased Premises shall be deemed exempt from Ad Valorem Taxes and Other Taxes for any reason whatsoever, Tenant shall pay to Landlord a payment in lieu of taxes ("***PILOT***"); the amount, from time to time, of such PILOT, and the time for payment of the same shall be as similar as practicable to what the normal Ad Valorem Taxes and Other Taxes respecting the Leased Premises, and all parts thereof, would be at any particular time if the same were not exempt, and if Landlord and Tenant cannot agree as to the same, the matter will be submitted to a binding private arbitration proceeding, the rules, procedures and standards for which shall be substantially similar to those in a proceeding in which Tenant would have otherwise contested the amount of normal Ad Valorem Taxes and Other Taxes, had the same been levied or assessed, and the costs of any such arbitration shall be paid by Tenant.

6.4 **Payment of Utility Expenses.** Tenant shall pay all charges for gas, electricity, water, sewer service and other utilities used in the Project and the Leased Premises during the Term of this Lease, all such utilities to be separately metered and to be obtained by Tenant from the applicable utility company. Tenant also shall be solely responsible for the payment of any connection, tap, hookup or other fee(s) imposed by Governmental Authorities or by any utility company to extend, connect or continue utility service to the Leased Premises

6.5 **<u>Restrictive Agreements; Common Facilities</u>.** Tenant acknowledges that the Leased Premises are a portion of the larger tract of land constituting the Center, which may be improved and/or developed from time to time. In such event, Landlord and/or developer(s) of the Center may desire certain reciprocal easement agreements, indentures, declarations, operating agreements, development agreements, easement agreements and/or other similar agreements and instruments that will govern and regulate the development of the Center and Common Facilities ("***Restrictive Agreements***"). Landlord, as the owner of the Leased Premises, shall have the right to subject the Leased Premises to future Restrictive Agreements, but Tenant will have the right to approve such Restrictive Agreements, which approval shall not be unreasonably withheld, conditioned, or delayed. Tenant hereby covenants and agrees to indemnify and hold harmless Landlord from and against any and all claims, costs, demands, losses or liabilities (including attorneys' fees) which Landlord may suffer or incur by reason of any failure by Tenant to pay and perform all of the terms of, or any violation of or noncompliance with any of the covenants and agreements contained in, any Restrictive Agreements, regardless of whether such provisions are binding upon the Leased Premises or the holder of the Tenant's interest in this Lease. If at any time any claims, costs, demands, losses or liabilities are asserted against Landlord by reason of any failure by Tenant to pay and perform all of the terms of, or any violation of or noncompliance with any of the covenants and agreements contained in, any Restrictive Agreements, regardless of whether such provisions are binding upon the holder of the Tenant's interest in this Lease or the Leased Premises, Tenant will, upon notice from Landlord, defend any such claims, costs, demands, losses or liabilities at Tenant's sole cost and expense by counsel reasonably acceptable to Landlord. Landlord will promptly provide to Tenant a copy of any notice received by Landlord in connection with any Restrictive Agreement.

ARTICLE 7.
<u>TRANSFER OF TITLE</u>

7.1 **<u>Change of Ownership</u>.** Landlord shall promptly notify Tenant in writing of any change in the ownership of Landlord's interest in the Leased Premises, giving the name and address of the new owner and instructions regarding the payment of Rent, provided however, that the failure to give notice of transfer to Tenant shall not be a default or give Tenant the right to terminate this Lease. In the event of any change in or transfer of title of Landlord in and to the Leased Premises or any part thereof, whether voluntary or involuntary, or by act of Landlord or by operation of Laws, the City of Roeland Park, Kansas shall have no further duty, obligation or liability under this Lease provided that the transferee assumes all of the obligations of the City of Roeland Park, Kansas under the Lease. Landlord's obligations shall continue hereunder through the date of assumption by the Transferee of Landlord's obligations under this Lease.

ARTICLE 8.
<u>TENANT'S COVENANT TO OPERATE; USE OF PREMISES</u>

8.1 **<u>Operating Covenant</u>.** So long as Landlord is not in default under this Lease, Tenant will, except when prevented from so doing by Force Majeure or by other causes beyond its reasonable control and subject to the provisions of Article 15 and Article 16, operate or cause to be operated an aerial challenge course or similar extreme sports complex in the Project in accordance with the terms of this Article 8 (such covenant being herein called "***Tenant's Operating Covenant***").

8.2 **Use Restrictions.** For the Term of this Lease, the Project shall not be used except (i) primarily as a first-class aerial challenge course or similar extreme sports complex; (ii) for the incidental retail sale therein of food, non-alcoholic beverages and refreshments of the type commonly offered in similar facilities; and (iii) for the incidental retail sale of sports and exercise equipment and sportswear and similar clothing commonly found in a "pro shop" type store.

8.3 **Continuing Use Restrictions.** Notwithstanding anything in this Lease to the contrary, Tenant shall not have the right to use the Leased Premises, or any part thereof, for any use or purpose which is not permitted by, or which results in a violation of, any agreement, covenant or restriction to which the Leased Premises is subject as of the date of this Lease, including the Restrictive Agreements. The Leased Premises shall not be used for any use (a) inconsistent with the customary character of a first-class aerial challenge course or similar extreme sports complex, and, (b) if applicable, inconsistent with the character of the surrounding Center. Tenant agrees not to permit any unlawful or immoral practice to be carried on at or committed in the Leased Premises or the Center, or a use which would injure the reputation of the Leased Premises, the Center, the owner of the Center or the local community. Tenant shall not: (i) use strobe or flashing or rotating lights visible from outside the Leased Premises or in any signs therefor; (ii) use, sell or distribute any leaflets, handbills, bumper stickers, decals, or other such articles in the Leased Premises or in other areas of the Center; (iii) operate any loudspeaker, television set, phonograph, radio, CD player or other musical or electronic or other type of sound producing equipment or device that can be heard outside the Leased Premises; (iv) operate any electrical or other device which interferes with or impairs radio, television, microwave, cellular or other broadcasting or reception from or in the Center or elsewhere; (v) bring or permit any bicycle or other vehicle, pet or dog (except for assistance animals used by handicapped persons) or other animal, fish, bird or other creature in the Center or the Leased Premises; (vi) do or permit anything on or about the Leased Premises that creates any noise, vibration, litter, dust, dirt, odor or other activity which may constitute a public or private nuisance; (vii) do or permit anything in or about the Leased Premises that is obscene, pornographic, or which tends to create or maintain a public or private nuisance; (viii) use or permit upon the Leased Premises anything that violates the certificates of occupancy issued for the Leased Premises or the Center; (ix) use or permit upon the Leased Premises anything that may be dangerous to persons or property (including but not limited to the storage, display or sale of fireworks, or any unusual fire, explosive or other damaging or dangerous hazards, flammable oils, fluids, paints, chemicals, firearms, or any other explosive articles or materials); (x) do or permit anything to be done upon the Leased Premises in any way tending to disturb, bother, or annoy any other tenant in the Center or the occupants of neighboring property; (xi) offer within all or any part of the Leased Premises any goods or services that Landlord determines, in its sole discretion, to be inconsistent with the image of a first-class, family-oriented retail development or permit within all or any part of the Leased Premises the display, sale, or rental of any item or thing which, in Landlord's sole opinion, is pornographic, lewd, vulgar, obscene, graphically violent, or immoral (including, without limitation, any suggestive "adult" newspaper, book, magazine, picture, representation or merchandise of any kind, nude photographs, sexual devices, objects depicting genitalia, and any similar items); (xii) use or permit the Leased Premises to be used for any type of "adult entertainment" including without limitation: allowing topless, bottomless, or bikini-clad individuals, waitresses, or performers, or any type of staged or theatrical dancing, burlesque, modeling, or contests in the Leased Premises, or selling or having "adult" gifts or products, including without limitation: adult videos, movies, peep shows, games, magazines, toys, birth control devices, or other items of a sexual nature in or upon the Leased Premises; (xiii) use or allow the Leased Premises to be used as a "sex," "head," or "pawn" shop; (xiv) conduct or permit in the Leased Premises any fire, bankruptcy, auction, "closeout," "going out of business" or similar sale; (xv) sell any merchandise or provide any service which would constitute a violation of any exclusive use now in effect in, or as may be subsequently granted by Landlord or any applicable party under a Restrictive Agreement to other tenants or occupants of the Center; (xvi) use or permit the Leased Premises to be used for any warehouse operation (an operation engaged in the retail sale of merchandise to the general public, but utilizing a "rack style" or "wholesale" concept of merchandising, shall not constitute a warehouse for this purpose); (xvii) use or permit the Leased Premises to be used for any assembling, manufacturing, distilling, refining, smelting, industrial, agricultural, drilling or mining operation; (xviii) use or permit the Leased Premises to be used for any trailer court or mobile home park; (xix) use or permit the Leased Premises to be used for any automobile body work or other automotive repair work or any lot or showroom for the sale of new or used motor vehicles; (xx) use or permit the Leased Premises to be used for any labor camp, junk yard, stockyard or animal raising operation; (xxi) use or permit the Leased Premises to be used for any dumping, disposal, incineration or reduction of garbage or refuse, other than handling or reducing such waste if produced on the Leased Premises from authorized uses and if handled in a clean and sanitary manner; (xxii) use or permit the Leased Premises to be used for any commercial laundry or dry cleaning plant (but this shall not be deemed to prohibit nominal supportive facilities for on-site service oriented pickup and delivery by the ultimate consumer), laundromat, veterinary hospital, car washing establishment, mortuary, funeral home, or similar service establishment; (xxiii) use or permit the Leased Premises to be used for any medical or dental clinic or offices; (xxiv) use or permit the Leased Premises to be used for any massage parlor; (xxv) use or permit the Leased Premises to be used as a live music venue; (xxvi) use or permit the Leased Premises to be used for any living quarters, sleeping apartments or lodging rooms; (xxvii) use or permit the Leased Premises to be used for any bowling alley or skating rink; (xxviii) use or permit the Leased Premises to be used for any training or educational facility, including beauty schools, barber colleges, places of instruction or other operations catering primarily to students or trainees rather than to customers; provided that, this prohibition shall not be applicable to on-site employee or customer training by a tenant incidental to the conduct of its business at the Center; (xxix) use or permit the Leased Premises to be used for any flea market, thrift store, swap shop, liquidation outlet, consignment store, or store that primarily sells used, damaged, or discontinued merchandise; or (xxx) use or permit the Leased Premises to be used for the exhibition of any motion pictures that are marketed or advertised as rated "X" or any combination of "X"s, any motion picture that is classified as obscene or pornographic by Law, or any motion picture that is not rated by the Motion Picture Association of America or a successor rating agency due to sexually explicit content. The Leased Premises shall be kept in a clean condition, and all health and police regulations shall, in all respects and at all times, be fully complied with by Tenant.

8.4 **Landlord Assistance.** Landlord agrees to execute, without cost to Landlord, such customary applications, consents and other instruments as are required by Governmental Authorities to permit the operation of the Project as permitted by this Lease, so long as such applications, consents or other instruments do not impose or subject Landlord to any liability or claim, and Tenant hereby covenants and agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, costs, demands, losses or liabilities (including attorneys' fees) which Landlord suffers or incurs by reason of Landlord's execution of any such applications, consents or other instruments as Tenant requests. If at any time any claims, costs, demands, losses or liabilities are asserted against Landlord by reason of Landlord's execution of any such applications, consents or other instruments as Tenant requests, Tenant will, upon notice from Landlord, defend any such claims, costs, demands, losses or liabilities at Tenant's sole cost and expense by counsel reasonably acceptable to Landlord.

ARTICLE 9.
PARKING & ACCESS ROAD

As part of the Project, Tenant shall construct and maintain on the Leased Premises at least ______ parking spaces for use by Tenant's employees, visitors and guests during the Term of this Lease. Such parking will be adequate for use by all persons utilizing the Project and shall be constructed in accordance with the requirements of Exhibit E. Tenant must maintain the parking lot, including at a minimum, ensuring that the parking lot is clean, orderly, sightly, unobstructed and free from ice and snow and will keep the access drives to and from the parking lot unobstructed.

Tenant shall also be responsible for constructing and maintaining an access road (the "***Access Road***") on the Leased Premises that connects to the adjacent property that is to be occupied by retail uses (inline retail and or restaurant) and a limited-service hotel on the northwest portion of the Center, which Access Road is shown as set forth on Exhibit D attached hereto. Tenant shall complete the Access Road on or before ________, 201__, and shall be entitled to reimbursements for the cost of the Access Road up to $_______ (the "***Reimbursement Amount***") as set forth below. The Leased Premises are located in a tax increment financing ("TIF") district and Landlord may have available TIF proceeds that Landlord will provide to Tenant to pay for those portions of the cost of the Access Road which are legally eligible for reimbursement under the Kansas TIF laws and requirements. In addition to the TIF proceeds provided pursuant to the previous sentence, Landlord agrees to provide reimbursements to Tenant for the legally eligible costs of the Access Road up to the Reimbursement Amount from a community improvement district or funds available to Landlord from the local transient guest tax. Tenant agrees to provide Landlord with invoices, receipts and lien waivers, and other documentation reasonably requested by Landlord to verify and certify the reimbursable costs described herein.

ARTICLE 10.
SUBLETTING AND ASSIGNING

10.1 **Limitation.** Without Landlord's prior written consent, Tenant will not (a) assign all or any of its interest under this Lease, (b) sublet all or any part of the Leased Premises, or (c) permit the Leased Premises to be used by any parties other than Tenant and Tenant's employees, customers, visitors and guests.

10.2 **<u>Notice of Proposed Transfer; Landlord's Option</u>.** If Tenant desires to enter into any assignment of this Lease or a sublease of all or any part of the Leased Premises, Tenant will first give Landlord written notice of the proposed assignment or sublease, which notice will contain the name and address of the proposed transferee, the proposed use of the Leased Premises, statements reflecting the proposed transferee's current financial condition and income and expenses for the past two (2) years, and the principal terms of the proposed assignment or sublease. For purposes of this Section 10.2, "subleases" shall include any licenses, concession arrangements, management contracts or other arrangements relating to the possession or use of all or any part of the Leased Premises. Within fourteen (14) business days after Landlord receives such request and all of the above required information, Landlord shall either: (i) consent in writing to the requested sublease or assignment, which consent may be conditional upon certain terms or conditions being agreed to or satisfied by either Tenant or the proposed assignee or sublessee; (ii) advise Tenant that Landlord will not consent to such requested sublease or assignment; or (iii) terminate this Lease as follows: (a) if the request is for an assignment or a subletting of all the Leased Premises, cancel and terminate the entire Lease; or (b) if such request is to sublet a portion of the Leased Premises only, cancel and terminate this Lease with respect to such portion. If Landlord exercises its right to cancel hereunder, the effective date of such cancellation shall be set forth in Landlord's notice to Tenant, but such date shall not be earlier than the effective date of the proposed assignment or subletting or later than ninety (90) days thereafter, and Tenant shall continue to pay to Landlord all Rent as herein otherwise provided, until the effective date of such cancellation, on which date Tenant shall surrender to Landlord, possession of the Leased Premises or the portion thereof subject to such cancellation. If this Lease shall be canceled as to a portion of the Leased Premises only, then Tenant's obligations to pay Rent as herein otherwise provided, shall be abated proportionately from and after the effective date of such cancellation.

10.3 **<u>Form of Transfer</u>.** If Landlord consents to a proposed assignment or sublease, Landlord's consent will not be effective unless and until Tenant delivers to Landlord an original duly executed assignment or sublease, as the case may be, that provides, in the case of a sublease, that the subtenant will comply with all applicable terms and conditions of this Lease and, in the case of an assignment, an assumption by the assignee of all of the terms, covenants and conditions which this Lease requires Tenant to perform.

10.4 **<u>Payments to Landlord</u>.** If Landlord does not exercise its applicable option under Section 10.2 and Tenant effects an assignment or sublease, then Landlord will be entitled to receive and collect, either from Tenant or directly from the transferee, fifty percent (50%) of the amount by which the consideration required to be paid by the transferee for the use and enjoyment of Tenant's rights under this Lease exceeds the Rent payable by Tenant to Landlord allocable to the transferred space. Such percentage of such amount will be payable to Landlord at the time(s) Tenant receives the same from its transferee (whether in monthly installments, in a lump sum, or otherwise).

10.5 **<u>Change of Ownership</u>.** Any change by Tenant in the form of its legal organization (such as, for example, a change from a general to a limited partnership), any transfer of fifty-one percent (51%) or more of Tenant's assets, and any other transfer of interest effecting a change in identity of persons or entities exercising effective control of Tenant will be deemed an "assignment" of this Lease requiring Landlord's prior written consent. The transfer of any outstanding capital stock of a corporation whose stock is publicly-traded will not, however, be deemed a "transfer of interest" under this Section 10.6.

10.6 **Effect of Transfers.** No subletting or assignment will release Tenant from any of its obligations under this Lease unless Landlord agrees to the contrary in writing. Acceptance of Rent by Landlord from any person other than Tenant will not be deemed a waiver by Landlord of any provision of this Article 10. Consent to one assignment or subletting will not be deemed a consent to any subsequent assignment or subletting. Any options to extend, terminate, expand, contract or any rights of first offer or refusal or other similar rights or options set forth herein shall automatically terminate and any transferee shall have no rights or options with respect thereto. In the event of any default by any assignee or subtenant or any successor of Tenant in the performance of any Lease obligation, Landlord may proceed directly against Tenant without exhausting remedies against such assignee, subtenant or successor. The voluntary or other surrender of this Lease by Tenant or the cancellation of this Lease by mutual agreement of Tenant and Landlord will not work a merger and will, at Landlord's option, terminate all or any subleases or operate as an assignment to Landlord of all or any subleases; such option will be exercised by notice to Tenant and all known subtenants in the Premises.

10.7 **Landlord's Assignment**. Anything in this Lease to the contrary notwithstanding, Landlord shall have the right, without Tenant's consent, to sell, transfer, or assign Landlord's interest in the Leased Premises and/or this Lease at any time and in such event, Landlord shall be relieved of Landlord's obligations under this Lease to the extent such obligations arise after the date of such sale, transfer, or assignment, provided that such transferee, or assignee agrees to assume all of the unaccrued obligations under this Lease and agrees to perform to the full extent required under the terms and conditions of this Lease.

ARTICLE 11.
TENANT'S PROPERTY

Any and all trade fixtures and equipment, signs, appliances, furniture and other personal property of any nature installed in the Leased Premises on the Commencement Date or at any time thereafter by Tenant (all of the foregoing being collectively referred to in this Lease as "***Tenant's Property***"), shall not become a part of the realty. Provided that Tenant is not in default under this Lease, Tenant's Property may be removed from the Leased Premises by Tenant at any time during the Term of this Lease; provided, however, if and to the extent that Tenant is in default of this Lease, then Landlord shall have any and all rights at law or in equity, including, but not limited to, any and all liens, claims, demands or rights, including rights of levy, execution, sale and distraint for unpaid Rent, or any other right, interest or lien which Landlord has or may hereafter acquire in any of Tenant's Property. Upon the expiration or earlier termination of the Term of this Lease, Tenant must remove all of Tenant's Property from the Leased Premises. Landlord will seek reimbursement from Tenant for the cost of removing any of Tenant's Property left on the Leased Premises after expiration or earlier termination of the Term of this Lease, and Tenant shall have thirty (30) days to pay such costs after receipt of an invoice from Landlord. Tenant shall not pledge any of Tenant's Property as collateral for any security interest, lease or other lien without first obtaining Landlord's written consent, which may be withheld or granted in Landlord's sole discretion.

ARTICLE 12.
GOVERNMENTAL COMPLIANCE

12.1 **Tenant Responsibilities Generally.** Tenant shall comply with the terms of any Restrictive Agreements and all Laws which affect the Leased Premises and the Project located thereon and the use and occupancy thereof. If Tenant receives written notice of any violation of any governmental requirements applicable to the Leased Premises, Tenant shall give prompt notice thereof to Landlord.

12.2 **Tenant's Environmental Responsibilities.** Tenant hereby undertakes to respect all environmental Laws and to comply with such environmental Laws promptly at Tenant's expense and to notify Landlord immediately of any discharge and any presence on or outside the Leased Premises of Hazardous Materials that may be in violation of environmental Laws. Tenant will also comply with all procedures established by Landlord for, the use, abatement, removal, storage, disposal or transport of any Hazardous Substances and any required or permitted alteration, repair, maintenance, restoration, removal or other work in or about the Leased Premises or Project that involves or affects any Hazardous Substances. Except for cleaning supplies and office products used in connection with Tenant's business, no Hazardous Substances will be stored, used, released, produced, processed or disposed in, on or about, or transported to or from, the Leased Premises or Project by Tenant or its subtenants, or any of their respective agents, employees, contractors or invitees, without first obtaining Landlord's express written consent (any Hazardous Substances which are stored, used, released, produced, processed or disposed in, on or about, or transported to or from, the Leased Premises or Project by any of such persons or entities are called "***Tenant's Hazardous Substances***"). Tenant is responsible for any damage of any kind cause to the Leased Premises or the Project as a result of non-compliance with environmental Laws. Without limiting the generality of the foregoing, Tenant, at its expense, will take all action necessary to restore the Project and Leased Premises to the condition existing prior to the introduction of Tenant's Hazardous Substances, whether such action is required by any Governmental Authorities in order to comply with applicable Laws or by Landlord in order for Landlord to make the same economic use of the Project and Leased Premises as Landlord could have made prior to the introduction of Tenant's Hazardous Substances. Such action may include, without limitation, the investigation of the environmental condition of the Project or Leased Premises, the preparation of remediation plans or feasibility studies and the performance of cleanup, remediation, removal or restoration work. Tenant will obtain Landlord's written approval before undertaking any action required by this Section 12.2, which approval will not be unreasonably withheld so long as the proposed actions will not have an avoidable material and adverse effect. Notwithstanding anything set forth in this Lease to the contrary, Tenant hereby undertakes to indemnify and to hold free and harmless the Landlord, its representatives, agents and Affiliates from any claims, losses, expenses or damages (including reasonable attorneys' fees), suits or procedures arising from or attributable to the action, refusal, negligence or failure on the part of Tenant to comply with environmental Laws, or arising out of or in connection with any breach of Tenant's covenants under this Section 12.2.

12.3 **Environmental Indemnities.** Tenant shall indemnify, defend and hold Landlord harmless from any and all claims of third parties, and damages, costs and losses owing to third parties or suffered by Landlord, including court costs, reasonable attorneys' fees and consultants' fees, arising during or after the Term and reasonably incurred or suffered by Landlord as a result of any default or breach of any representation, warranty or covenant made by Tenant under this Article 12, except to the extent caused by Landlord, its agents, employees or contractors. It is a condition of this indemnification and hold harmless obligation that Tenant must receive notice of any such claim against Landlord promptly after Landlord first has actual knowledge thereof, but no failure by Landlord to promptly notify the Tenant of any such claim shall adversely affect Landlord's right to indemnification except (and only to the extent) that Tenant can prove prejudice as a result of the failure to receive prompt notice. This indemnification and hold harmless obligation includes any and all costs reasonably incurred by Landlord after notice to Tenant for any cleanup, removal or restoration mandated by any public official acting lawfully under applicable Laws if Tenant fails to timely perform such work.

12.4 **<u>Definition</u>.** As used herein, "***Hazardous Substance***" means any substance that is toxic radioactive, ignitable, flammable, explosive, reactive or corrosive and that is, in the form, quantity, condition and location then found upon or under the Leased Premises and/or the remainder of the Center, as the case may be, regulated by any Governmental Authorities. "Hazardous Substance" includes any and all materials and substances that are defined as "hazardous waste," "hazardous chemical," "pollutant," "contaminant" or "hazardous substance," in the form, quantity, condition and location then found upon the Leased Premises or the remainder of the Center, as the case may be, pursuant to Law. "Hazardous Substance" includes asbestos, polychlorinated biphenyls and petroleum-based substances.

12.5 **<u>Survival</u>.** The provisions of this Article 12 shall survive the expiration or sooner termination of this Lease.

ARTICLE 13.
<u>MAINTENANCE AND REPAIRS</u>

13.1 **<u>Warranty</u>. TENANT HEREBY WAIVES ALL STATUTORY REPRESENTATIONS AND WARRANTIES ON THE PART OF LANDLORD, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES THAT THE LEASED PREMISES ARE FREE FROM DEFECTS OR DEFICIENCIES, WHETHER HIDDEN OR APPARENT, AND ALL WARRANTIES THAT THEY ARE SUITABLE FOR TENANT'S USE.**

13.2 **<u>Tenant's Maintenance and Repairs</u>.** Tenant shall pay all costs, expenses, fees and charges incurred in connection with the use or occupancy of the Leased Premises. Tenant assumes and agrees to operate, repair and maintain the Project in a safe, clean and attractive condition, and, except as otherwise provided in Section 13.3 and the balance of this Lease, to operate, maintain, and repair, as necessary, the Leased Premises, including preventative maintenance and routine, repairs or replacements made in the ordinary course of business for the Project and its operating systems, including the parking facilities, lighting, aerial challenge course or similar extreme sports complex, and concession facilities or other retail, if any. Landlord shall have the right to audit the records of Tenant and to inspect the Leased Premises to confirm Tenant's performance of its obligations under this Section 13.2, provided that such audit and inspections shall be reasonable and conducted no more than one (1) time in any twelve (12) month period. Tenant shall reasonably cooperate with Landlord's performance of such inspections and audits. If Tenant refuses or neglects to operate, maintain or repair or secure the

Leased Premises as required hereunder, Tenant shall be in default hereunder; provided, however, Landlord may make such repairs without liability to Tenant for any loss of damage that may accrue to Tenant's personal property, fixtures or other materials or to Tenant's business by reason thereof. Upon Landlord's completion thereof, Tenant shall pay Landlord's costs for making such repairs upon presentation of a bill therefor.

13.3 **Minor Alterations.** So long as no event of default has occurred and is continuing, Tenant may, at its expense, make interior and exterior nonstructural additions and alterations to the Leased Premises with the prior written consent Landlord. Notwithstanding the foregoing, Landlord's consent shall not be required if the cost of such additions and alterations is less than Twenty-Five Thousand Dollars ($25,000.00); provided, that (1) upon completion of such additions and alterations, neither the fair market value of the Leased Premises shall be lessened thereby nor the utility or condition of the Leased Premises impaired, below the value, utility or condition thereof immediately prior to such action, (2) such additions and alterations shall not result in a change of use of the Leased Premises, (3) such work shall be completed in a good and workmanlike manner and in compliance with all applicable Laws and insurance requirements; and (4) Tenant gives Landlord thirty (30) days' advance notice of any such work. Any and all such additions and alterations shall be and remain part of the Leased Premises and shall be subject to this Lease. In no event shall Landlord be obligated to reimburse or compensate Tenant or any other person or entity for any such additions, alterations or improvements to the Leased Premises and Tenant hereby waives any right to reimbursement or compensation for the same.

13.4 **Landlord Right of Entry.** Landlord may enter the Leased Premises at any reasonable time for inspection upon reasonable prior written notice to Tenant, or at any time without notice, in the event of any emergency, to supply any service to be provided by Landlord under this Lease.

ARTICLE 14.
ALTERATIONS AND TENANT'S LIENS

14.1 **Title to Tenant's Alterations.** Subject to the provisions of Article 11, any alterations, changes, improvements and additions to the Leased Premises made by Tenant shall immediately become the property of Landlord and shall be considered a part of the Project, but Landlord will not be obligated to compensate or reimburse Tenant or any other person or entity for any such alterations, changes, improvements or additions made by Tenant, and Tenant hereby waives all right to any such compensation or reimbursement.

14.2 **No Tenant Liens.** Tenant shall not permit any mechanic's, materialmen's or other similar lien to be foreclosed against the Leased Premises by reason of work, labor, services or materials performed by or furnished to Tenant or anyone holding any part of the Leased Premises under Tenant. If any such lien is filed, Tenant may contest the same in good faith but Tenant shall, prior to foreclosure thereof, cause such lien to be released of record by payment, bond, order of a court of competent jurisdiction or otherwise. Nothing contained in this Lease shall be construed as a consent on the part of Landlord to subject Landlord's estate in the Leased Premises to any lien or liability under the lien laws of the State of Kansas. Notwithstanding the foregoing, if any mechanics', materialmen's or other similar lien is filed against the Leased

Premises, and the amount of such lien claim exceeds Ten Thousand Dollars ($10,000.00), then Tenant shall, within thirty (30) days after the filing thereof, post a statutory lien bond under Kansas law in the District Court of Johnson County, Kansas. Tenant hereby covenants and agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, costs, demands, losses or liabilities (including attorneys' fees) which Landlord may suffer or incur by reason of any such mechanics', materialmen's or other similar lien.

14.3 **Landlord Elective Improvements.** During the Term of this Lease, Landlord shall not be required to build or rebuild any improvements to the Leased Premises or the Project, or to make any repairs, replacements, alterations, restorations or renewals thereto. In the event that Landlord should, in its sole discretion elect to make capital improvements to the Leased Premises, it may only do so with Tenant’s consent, which may be given or withheld in Tenant’s sole discretion, and it is understood and agreed that Landlord will generally condition any such election on an increase in the Annual Fixed Rent to reflect such expenditures.

ARTICLE 15.
DAMAGE CLAUSE

If, at any time during the Term, the Project shall be damaged or destroyed by fire, casualty or any cause whatsoever, either in whole or in part, Tenant shall commence and thereafter proceed promptly to repair, restore and replace the Project in a manner to bring it back into compliance with the requirements set forth in Article 8 and Exhibit E. In the event that Tenant does not commence and diligently pursue such repair, restoration or replacement within one hundred eighty (180) days of the damage or destruction, then such failure shall be a default under this Lease. Any restoration work to be performed pursuant to this Article 15 shall be completed in accordance with plans and specifications which shall have been approved by Landlord and Tenant, which approvals shall not be unreasonably withheld, conditioned or delayed.

ARTICLE 16.
CONDEMNATION

If any material part of the Leased Premises (meaning any part of the Project) is taken in any proceeding by any Governmental Authority by condemnation or otherwise, or acquired for public or quasi-public purposes, or conveyed under threat of such taking or acquiring, and Tenant reasonably determines that the remaining portion will not permit Tenant to operate its business on the Leased Premises, Tenant shall have the option of terminating this Lease by notice to Landlord of its election to do so given on or before the date which is thirty (30) days after Tenant is deprived of possession of the condemned property, and upon the giving of such notice, this Lease shall automatically terminate and the Annual Fixed Rent and other charges hereunder shall be adjusted as of the date of such notice. If a material part of the Leased Premises (meaning any part of the Project) is so taken and Tenant elects not to terminate this Lease, then Tenant shall, to the extent and making use of the condemnation award, restore the Project to a complete unit as similar as reasonably possible in design, character and quality to the building which existed before such taking. If the Project is partially taken and this Lease is not terminated, there shall be no reduction or adjustment in the Annual Fixed Rent and other charges thereafter payable hereunder. Any restoration work to be performed pursuant to this Article 16 shall be completed in accordance with plans and specifications which shall have been approved by Landlord and Tenant, which approvals shall not be unreasonably withheld. If all or part of the Leased Premises is taken and Tenant elects to terminate this Lease in accordance with this Article 16, each party shall be free to make claim against the condemning authority for the amount of the actual provable damage done to each of them by such taking. If the condemning authority refuses to permit separate claims to be made, then Landlord shall prosecute with counsel reasonably satisfactory to Tenant the claims of both Landlord and Tenant, and the proceeds of the award, after payment of Landlord's reasonable attorneys' fees and other costs incurred, shall be divided between Landlord and Tenant in a fair and equitable manner; provided, however, in the event of a condemnation which results in Tenant's election to terminate this Lease, Tenant shall be entitled to its portion of the condemnation award only so long as the amount of the award received by Landlord is equal to or greater than the net book value of the property taken, as reflected on the Landlord's financial statements on the date of the condemnation.

ARTICLE 17.
INSURANCE, INDEMNITY, WAIVER OF SUBROGATION AND FIRE PROTECTION

17.1 **No Requirement for Landlord to Procure Casualty Insurance.** During the Term of this Lease, Landlord shall have the right, but not the obligation, to keep the Leased Premises insured in the name of Landlord and Tenant (as their interests may appear with each as named insured, additional insured or loss payee, as applicable, to provide each with the best position) against damage or destruction by all risks of direct physical loss or damage policy in an amount equal to the full replacement cost thereof.

17.2 **Casualty Policy.** During the Term of this Lease, Tenant shall at its expense keep the Leased Premises insured in the name of Landlord and Tenant (as their interests may appear with each as named insured, additional insured or loss payee, as applicable, to provide each with the best position) against damage or destruction by fire and the perils commonly covered under a special form policy in an aggregate amount equal to the full replacement cost thereof (without deduction for physical depreciation), and shall have deductibles no greater than Twenty Thousand and No/100 Dollars ($20,000.00) (with higher deductibles for wind and earthquake coverage as the applicable insurer may require). Such policy also shall cover floods if any portion of the Leased Premises is at any time located in an area being located in a “100-year flood plain” or as having special flood hazards (including Zones A, B, C, V, X and shaded X areas), along with earthquake and other similar hazards as may be customary for comparable properties in the market area, and such other “additional coverage” insurance as Landlord may reasonably require, which at the time is usual and commonly obtained in connection with properties similar in type of building size and use to the Project located in the market area. Tenant shall be responsible for determining that the amount of property damage coverage insurance maintained complies with the requirements of this Lease. The proceeds of such insurance in case of loss or damage shall be held in trust and applied on account of the obligation of Tenant to repair and rebuild the Leased Premises pursuant to Article 15 to the extent that such proceeds are required for such purpose. The insurance required to be carried by Tenant under this Section 17.2 (i) may be covered under a so-called “blanket” policy covering other operations of Tenant and Affiliates, so long as the amount of coverage available under said “blanket” policy with respect to the Leased Premises, or Tenant's liability under this Lease, at all times meets the requirements set forth in this Lease; and (ii) shall be evidenced by a certificate of insurance (issued on ACORD 27 or equivalent form) from Tenant's insurer, authorized agent or broker. Any such insurance proceeds not required for the repair and restoration of the Leased Premises shall belong to Landlord.

17.3 **Liability Insurance; Tenant Negligence.** Tenant will, subject to Section 17.6 and Section 12.3, defend, indemnify and hold Landlord, its trustees, directors, officers, agents and servants, harmless from and against any and all claims, actions, liability and expense: (i) arising out of any occurrence in, upon or at the Project, the Leased Premises or the Common Facilities (if any), or the occupancy or use by Tenant of the Project, the Leased Premises or the Common Facilities (if any) or any part thereof, or (ii) occasioned wholly or in part by any negligent act or omission of Tenant, its agents, employees, contractors, licensees, servants, subtenants, lessees or concessionaires; except to the extent the same is caused by the willful or grossly negligent act or omission of Landlord. If any action or proceeding is brought against Landlord, its officers, employees, agents or servants by reason of any of the aforementioned causes, Tenant, upon receiving notice thereof from Landlord, agrees to defend such action or proceeding by counsel reasonably acceptable to Landlord at Tenant's own expense. Tenant agrees to insure the foregoing obligation by contractual endorsement under a commercial general public liability policy (including personal injury and property damage, terrorism and liquor liability, if applicable) to be maintained by Tenant with of not less than Ten Million Dollars ($10,000,000.00) per occurrence/ Ten Million Dollars ($10,000,000.00) products & completed operations aggregate/ Ten Million Dollars ($10,000,000.00) general aggregate on a per location basis. The amounts required in this Section 17.3 may be satisfied by a combination of general liability and umbrella liability coverages. Tenant shall cause Landlord to be named as an additional insured (with respect to liability insurance only, and for an amount not to exceed Five Hundred Thousand Dollars and 00/100 ($500,000.00)). The insurance required to be carried by Tenant under this Section 17.3 shall be evidenced by a certificate of insurance (issued on ACORD 25 or equivalent form) from Tenant's insurer, authorized agent or broker.

17.4 **Rental Loss/Business Interruption Insurance.** During the Term of this Lease, Tenant shall, at its expense, keep and maintain for the benefit of Landlord, coverage for the loss of Rent payable hereunder for a period of at least the next succeeding eighteen (18) months.

17.5 **Workers' Compensation Insurance.** Tenant shall maintain, with respect to its operations and all of its employees at the Leased Premises, a policy or policies of workers' compensation insurance in accordance with and in the amounts required by applicable Laws, protecting Tenant from and against any and all claims from any persons employed directly or indirectly on or about the Leased Premises for injury or death of such persons.

17.6 **Release; Waiver of Subrogation.** Anything in this Lease to the contrary notwithstanding, it is agreed that Tenant hereby releases Landlord from any liability which the Landlord would, but for this Section 17.6, have had to the Tenant during the Term of this Lease resulting from any accident or occurrence or casualty which is or would be covered by Tenant's insurance required under this Lease, whether or not Tenant is actually maintaining such an insurance policy, or which is covered by any other casualty or property damage insurance being carried by the Tenant at the time of such occurrence, which casualty may have resulted in whole or in part from any act or omission of the Landlord, its officers, agents or employees. Notwithstanding anything to the contrary herein, Tenant agrees and acknowledges that Landlord shall have no responsibility or liability for any loss, damage or injury to Tenant's Property which is located in, on or about the Leased Premises or the Common Facilities (if any) at any time and from time to time, regardless of the cause of such loss, damage or injury, and that all of Tenant's Property is located in, on and about the Leased Premises and the Common Facilities (if any) at Tenant's sole risk. Tenant hereby releases Landlord from any and all claims with respect to loss, damage or injury to Tenant's Property located in, on and about the Leased Premises and the Common Facilities (if any), regardless of the cause of such loss, damage or injury.

17.7 **General.** All policies of insurance required by Tenant pursuant to this Article 17 shall be issued by companies approved by Landlord, with an A. M. Best Rating of A – VIII or better and authorized to do business in the State of Kansas. Furthermore, any such insurance company shall have a claims paying ability rating of "AA" or better by Standard & Poor's (other than the issuer of any policy for earthquake insurance, which issuer shall have a claims paying ability rating of "A" or better by Standard & Poor's), and shall issue policies which include effective waivers by the insurer of all claims for insurance premiums against all loss payees, additional loss payee, additional insured or named insured; shall contain such provisions as Landlord deems reasonably necessary or desirable to protect its interest including any endorsements providing that neither Tenant, Landlord nor any other party shall be a co-insurer under said policies and that no modification, reduction, cancellation or termination in amount of, or material change (other than an increase) in, coverage of any of the policies required hereby shall be effective until at least thirty (30) days after receipt by each named insured, additional insured and loss payee of written notice thereof or ten (10) days after receipt of such notice with respect to nonpayment of premium; provisions which permit Landlord to pay the premiums and continue any insurance upon failure of Tenant to pay premiums when due; and provisions stating that the insurance shall not be impaired or invalidated by virtue of (A) any act, failure to act, negligence of, or violation of declarations, warranties or conditions contained in such policy by Tenant, Landlord or any other named insured, additional insured or loss payee, except for the willful misconduct of Landlord knowingly in violation of the conditions of such policy or (B) the occupation, use, operation or maintenance of the Leased Premises for purposes more hazardous than permitted by the terms of the policy.

ARTICLE 18.
INDEMNIFICATION GENERALLY

Except as specifically provided in Sections 12.3, 14.2 and 17.3, Tenant agrees to defend, indemnify and hold Landlord, its trustee, directors, officers, employees, agents and servants harmless from and against all liabilities, costs and expenses (including reasonable attorneys' fees and expenses) and all actual damages imposed upon or asserted against the Landlord, as owner of the Leased Premises, including, without limitation, any liabilities, costs and expenses and actual damages imposed upon or asserted against Landlord, on account of (i) any use, misuse, non-use, condition, maintenance or repair by Tenant of the Leased Premises, (ii) Taxes, expenses associated with Common Facilities (if any), and other impositions which are the obligation of Tenant to pay pursuant to the applicable provisions of this Lease, (iii) any liability Landlord may incur or suffer as a result of Tenant's breach of the ADA affecting the Leased Premises, and (iv) accident, injury to or death of any person or damage to property on or about the Leased

Premises. If at any time any claims, costs, demands, losses or liabilities are asserted against Landlord by reason of any of the matters as to which Tenant indemnifies Landlord hereunder, Tenant will, upon notice from Landlord, defend any such claims, costs, demands, losses or liabilities at Tenant's sole cost and expense by counsel reasonably acceptable to Landlord.

ARTICLE 19.
LEASEHOLD MORTGAGES

Tenant, and its permitted successors and assigns shall have the right to mortgage and pledge its interest in this Lease, but only upon the prior written consent of Landlord. Any such mortgage or pledge shall be subject and subordinate to the rights of Landlord hereunder and to the Landlord's fee interest in the Leased Premises.

ARTICLE 20.
TENANT'S SIGNS

20.1 **Location and Type.** Tenant shall have the right to erect and maintain the signs permitted by Chapter 16, Article 9 of the Code of the City of Roeland Park, subject to any applicable provisions of the Site Plan, any Restrictive Agreements, and Laws.

20.2 **Design.** The design of all future signs which Tenant elects to construct pursuant to Section 20.1 (such present and future signs referred to as "***Tenant's Signs***") shall be subject to Landlord's approval. Landlord has the right to disapprove any Tenant's Signs that are not compatible with the design of the Center. Tenant's Signs shall advertise Tenant's business in the Project and shall be constructed and maintained in good repair at Tenant's expense.

20.3 **Interior Signs.** Nothing in this Lease shall restrict Tenant's unlimited right to maintain signs on the interior of the Project.

ARTICLE 21.
ESTOPPEL; ATTORNMENT AND SUBORDINATION

21.1 **Estoppel Certificate.** Landlord and Tenant each agree that at any time and from time to time (but on not less than twenty (20) days' prior request by the other party), such party will execute, acknowledge and deliver to the other a certificate indicating any or all of the following: (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the date and nature of each modification); (b) the date, if any, through which Annual Fixed Rent and any other Rent per charges payable have been paid; (c) that no default by Landlord or Tenant exists which has not been cured, except as to defaults stated in such certificate; (d) that Tenant has no existing defenses or set-offs to enforcement of this Lease, except as specifically stated in such certificate; (e) that, except as specifically stated in such certificate, Tenant, and only Tenant, currently occupies the Leased Premises; and (f) such other matters as may be reasonably requested by the other. Any such certificate may be relied upon by Landlord or Tenant, as applicable, any lender and any prospective purchaser or prospective mortgagee, deed of trusts beneficiary or ground lessor of all or a portion of the Leased Premises.

21.2 **<u>Subordination/Non-Disturbance</u>.** Upon request of the holder of any Mortgage, Tenant will subordinate its rights under this Lease to the lien thereof and to all advances made or hereafter to be made upon the security thereof, and Tenant shall execute, acknowledge and deliver an instrument effecting such subordination; provided, however, Tenant's obligation to (a) subordinate its rights under this Lease to the lien of any holder of a Mortgage and (b) execute and deliver such instrument shall be conditioned upon Landlord obtaining and delivering to Tenant, in recordable form, from the holder of any Mortgage to which this Lease is to become subordinate a non-disturbance agreement reasonably acceptable to Tenant containing a covenant binding upon the holder thereof to the effect that as long as Tenant is not in default under this Lease, this Lease shall not be terminated or modified in any respect whatsoever, nor shall the rights of Tenant hereunder or its occupancy of the Leased Premises be affected in any way by reason of such Mortgage or any foreclosure action or other proceeding that may be instituted in connection therewith, and that, except to the extent that the holder of such Mortgage is required to do so to effectively foreclose such Mortgage, Tenant shall not be named as a defendant in any such foreclosure action or other proceeding

21.3 **<u>Form of Documents</u>.** Landlord and Tenant, upon request of any party in interest, shall execute promptly such commercially reasonable instruments or certificates to carry out the provisions of this Article 21; provided, however, neither party shall be required to execute any such instruments or certificates that would in any way modify the terms and provisions of this Lease.

ARTICLE 22.
<u>DEFAULT</u>

22.1 **<u>Tenant Default</u>.** An event of default shall exist under this Lease if:

(i) Tenant neglects or fails to pay any installment of Rent, including Annual Fixed Rent and any other charge under this Lease within ten (10) days after notice of default (but Landlord is not required to give more than two (2) such default notices during any one (1) Lease Year, or five (5) such default notices during the Term); or

(ii) Tenant neglects or fails to perform or observe any of the other covenants, terms, provisions or conditions on its part to be performed or observed under this Lease, within thirty (30) days after notice of default (or if more than thirty (30) days shall be reasonably required because of the nature of the default, if Tenant fails to commence to cure such default within the thirty (30) days and thereafter proceed diligently to cure such default after such notice); or

(iii) Tenant fails to perform or observe any obligations pursuant to Tenant's Operating Covenant hereunder; or

(iv) Tenant subleases all or any portion of the Leased Premises to a third party without first obtaining Landlord's written consent, except as provided in Article 10; or

(v) upon the occurrence of any default under a Related Agreement or any guaranty of a Related Agreement that remains uncured after the expiration of the applicable cure period thereunder; or

(vi) Tenant: (a) admits in writing its inability to pay its debts generally as they become due; (b) commences any case, proceeding or other action seeking to have an order for relief entered on its behalf as debtor or to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any federal, state or local law relating to bankruptcy, insolvency, reorganization or relief of debtors; (c) makes an assignment for the benefit of its creditors; (d) is generally unable to pay its debts as they mature; (e) seeks or consents to the appointment of a receiver of itself or of the whole or any substantial part of its property; or (f) files a petition or answer seeking reorganization or arrangement under an order or decree appointing, without the consent of Tenant, a receiver of Tenant of the whole or substantially all of its property, and such case, proceeding or other action is not dismissed within one hundred twenty (120) days after the commencement thereof; or

(vii) the estate or interest of Tenant in the Leased Premises or any part thereof is levied upon or attached in any proceeding and the same is not vacated or discharged within the later of ninety (90) days after commencement thereof or thirty (30) days after receipt by Tenant of notice thereof from Landlord (unless Tenant is contesting such lien or attachment in accordance with this Lease); or

(viii) Tenant abandons or vacates the Leased Premises during the Term of this Lease for more than one hundred eighty (180) consecutive days, which includes the failure to commence construction and diligently pursue completion of the Project by [DATE].

22.2 **Remedies.** Upon an event of default under this Lease, Landlord may immediately or at any time thereafter, as permitted by law, give Tenant written notice of Landlord's termination of this Lease, and, upon such notice, Tenant's rights to possession of the Leased Premises shall cease and this Lease shall thereupon be terminated, and Landlord may re-enter and take possession of the Leased Premises as its own property; or Landlord may remain out of possession of the Leased Premises and treat the Term of the Lease as subsisting and in full force and effect, in which event Landlord shall have all rights and remedies available at law, in equity or hereunder; and as an alternative remedy Landlord may, at Landlord's election, without terminating the then current Term, or this Lease, re-enter the Leased Premises or take possession thereof pursuant to legal proceedings or pursuant to any notice provided for by law, and having elected to re-enter or take possession of the Leased Premises without terminating the Term, or this Lease, Landlord may (but is not obligated to) relet the Leased Premises, or parts thereof, for such term (which may be greater or less than the remaining balance of the then current Term) or terms and at such rental and upon such other terms and conditions (which may include concessions or free rent) as Landlord may reasonably deem advisable, with the right to make alterations and repairs to the Leased Premises, and no such re-entry or taking of possession of the Leased Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease, and no such re-entry or taking of possession by Landlord shall relieve Tenant of its obligation to pay Rent (at the time or times provided herein), or of any of its other obligations under this Lease, all of which shall survive such re-entry or taking of possession, and Tenant shall continue to pay Rent as provided in this Lease until the end of the Term and whether or not the Leased Premises have been relet, less the net proceeds, if any, of any reletting of the Leased Premises after deducting all of Landlord's expenses in connection with such reletting, including without limitation all repossession costs, brokerage commissions, legal expenses, expenses of employees, alterations costs and expenses of preparation for reletting. If Landlord elects to terminate this Lease, then Landlord may re-lease the Leased Premises for such price and on such terms as may be immediately obtainable, and Tenant will be and remain liable, not only for all Rent due and other obligations incurred up to the date on which the termination becomes effective, for all holdover damages that accrue under Section 4.2 until Tenant vacates or is removed from the Leased Premises, and also for damages for its nonperformance including: all expenses that Landlord may reasonably incur in re-entering and repossessing the Leased Premises, putting the Leased Premises in proper repair and curing any default by Tenant, and removing Tenant's improvements, if Landlord has elected to require such removal, making any reasonable non-structural modifications that may be required for any new tenants, and reletting the Leased Premises, including reasonable attorneys' fees and disbursements, sheriff's fees and brokerage fees in doing so. Having elected either to remain out of possession and treating this Lease as remaining in full force and effect or to re-enter or take possession of the Leased Premises without terminating the Term, or this Lease, Landlord may by notice to Tenant given at any time thereafter while Tenant is in default in the payment of Rent or in the performance of any other obligation under this Lease, elect to terminate this Lease and, upon such notice, this Lease shall thereupon be terminated. If in accordance with any of the foregoing provisions of this Article 22, Landlord shall have the right to elect to re-enter and take possession of the Leased Premises, Landlord may enter and expel Tenant and those claiming through or under Tenant and remove the effects of both or either (forcibly if necessary) without being guilty of any manner of trespass and without prejudice to any remedies for arrears of Rent or preceding breach of covenant. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any Rent due to Landlord hereunder or of any damage accruing to Landlord by reason of the violation of any of the terms, provisions and covenants herein contained. Forbearance by Landlord to enforce one or more of the remedies herein provided upon the occurrence of an event of default shall not be deemed or construed to constitute a waiver of such default. Following an event of default, all amounts due from Tenant to Landlord pursuant to this Lease shall bear interest at the Default Rate.

22.3 **Landlord Default, Cure Rights.** Landlord shall be in default under this Lease if Landlord neglects or fails to perform or observe any of the material covenants, terms, provisions or conditions on its part to be performed or observed under this Lease, and such failure continues for a period of thirty (30) days after written notice thereof (or if more than thirty (30) days shall be reasonably required because of the nature of the default, if Landlord fails to proceed diligently to cure such default after such notice). In the event of a Landlord default, then Tenant may immediately or at any time thereafter, in addition to any other rights and remedies as may otherwise be provided in this Lease for a Landlord default, pursue all rights and remedies it may have at law and equity.

22.4 **Self Help.** If Tenant fails to perform any agreement or obligation on its part to be performed under this Lease, Landlord shall have the right: (i) if no emergency exists, to perform the same after giving thirty (30) days' notice to the Tenant, and (ii) in any emergency situation to perform the same immediately without notice or delay. For the purpose of rectifying a default of Tenant as aforesaid, Landlord shall have the right to enter the Leased Premises. Tenant shall on demand reimburse Landlord for the costs and expenses incurred by the Landlord in rectifying defaults as aforesaid, including reasonable attorneys' fees, together with interest thereon at the Default Rate, but nothing herein shall be deemed to permit either party to set off any costs of cure or other amounts against the amounts owing to the other party hereunder. Any act or thing done by the Landlord pursuant to this Section 22.4 shall not constitute a waiver of any such default by the Landlord or a waiver of any covenant, term or condition herein contained or the performance thereof.

22.5 **Remedies Cumulative.** The various rights and remedies given to or reserved to Landlord and Tenant by this Lease or allowed by law shall be cumulative, irrespective of whether so expressly stated.

22.6 **Limitation on Landlord's Liability.** Notwithstanding anything to the contrary in this Lease: (A) Tenant will look to Landlord's interest in the Leased Premises for the satisfaction of any judgment or other judicial process requiring the payment of money as a result of: (i) any negligence (including gross negligence) or (ii) any breach of this Lease by Landlord or its successor (including any beneficial owners, partners, shareholders, trustees or others affiliated or related to Landlord or such successor) and neither Landlord's staff, elected officials or other agents and employees shall have personal liability hereunder of any kind; and (B) Tenant's sole right and remedy in any action concerning Landlord's reasonableness (where the same is required hereunder) will be an action for declaratory judgment and/or specific performance, and in no event shall Tenant be entitled to claim or recover any damages in any such action in excess of the fair market value of the Leased Premises at the time of the occurrence of the event giving rise to such liability. Landlord's review, supervision, commenting on or approval of any aspect of work to be done by or for Tenant (under Article 14, Exhibit E, or otherwise) are solely for Landlord's protection and, except as expressly provided, create no warranties or duties to Tenant or to third parties.

22.7 **Interest on Past Due Obligations; Late Charges; Application of Payments to Past Due Obligations.** Except where another rate of interest is specifically provided for in this Lease, any amount due from either party to the other under this Lease which is not paid when due shall bear interest at the Default Rate from the date such payment was due to and including the date of payment. In addition, Tenant acknowledges that the late payment of any installment of Annual Fixed Rent or any other amounts due Landlord will cause Landlord to incur certain costs and expenses, the exact amount of which are extremely difficult or impractical to fix. These costs and expenses may include, without limitation, administrative and collection costs and processing and accounting expenses. Therefore, if any installment of Rent, including Annual Fixed Rent and any other amount due Landlord is not received by Landlord from Tenant when due, Tenant shall immediately pay to Landlord a late charge equal to three (3%) percent of the amount due Landlord. Landlord and Tenant agree that this late charge represents a reasonable estimate of the costs and expenses Landlord will incur and is fair compensation to Landlord for its loss suffered by reason of late payment by Tenant. Tenant further acknowledges that Landlord shall have the right to apply any payment of Rent, including Annual Fixed Rent or any other amounts due Landlord, in reduction of any amount due under this Lease, in such order and satisfaction as Landlord may elect in its sole discretion and regardless of whether Tenant has designated how such payment is to be applied.

ARTICLE 23.
ACCESS TO PREMISES

23.1 **Ongoing Access and Inspection Rights.**

(a) Tenant shall permit Landlord and its authorized representatives to enter the Project at all reasonable times (upon twenty-four (24) hours prior notice, except in the event of an emergency, in which no prior notice is required prior to entry) for the purposes of (i) serving or posting or keeping posted thereon notices required or permitted by Law, (ii) conducting periodic inspections, (iii) performing any work thereon required or permitted to be performed by Landlord pursuant to this Lease, and (iv) showing the Leased Premises to prospective purchasers or lenders.

(b) Tenant shall also permit Landlord's City Administrator or other authorized representatives to enter the Project without prior notice during any and all Project events for the purpose of examining the facilities and operations, provided that such entry does not materially interfere with Tenant's business operations.

23.2 **Landlord's Construction Inspection Rights.** During the Term and any period of Tenant's construction or fixturing in the Leased Premises, Landlord shall have the right to physically inspect, and to cause one or more engineers or other representatives of Landlord to physically inspect, the Leased Premises, as long as the same does not substantially interfere with Tenant's operation of or construction activities on the Leased Premises. Such inspections may include (without limitation) such tests, inspections and audits of environmental and soils conditions as Landlord deems necessary. Landlord shall make such inspections in good faith and with due diligence. All inspection fees, appraisal fees, engineering fees, environmental fees and other expenses of any kind incurred by Landlord relating to the inspection of the Leased Premises will be solely Landlord's expense. Tenant shall cooperate with Landlord in all reasonable respects in making such inspections. Tenant reserves the right to have a representative present at the time Landlord conducts any such inspection of the Leased Premises. Landlord shall notify Tenant not less than two (2) business days in advance of making any such inspection. In making any inspection, Landlord will treat, and will cause any representative of Landlord to treat, all information obtained by Landlord pursuant to the terms of this Section 23.2 as strictly confidential.

ARTICLE 24.
FORCE MAJEURE

If either party is delayed or hindered in or prevented from the performance of any act required under this Lease by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive Laws (except as otherwise specifically provided herein), riots, insurrection, terrorist acts, war or other reason beyond the reasonable control of and not the fault of the party delayed in performing the work or doing the acts required under the terms of this Lease (collectively, "***Force Majeure***"), then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Article 24 shall not (i) operate to excuse Tenant from prompt payment of Rent or any other payment required by

Tenant under the terms of this Lease, or (ii) be applicable to delays resulting from the inability of a party to obtain financing or to proceed with its obligations under this Lease because of a lack of funds.

ARTICLE 25.
MISCELLANEOUS

25.1 **Lease Not to be Recorded.** Upon request of Landlord or Tenant, the parties hereto shall promptly execute and deliver a memorandum of this Lease for recording purposes in mutually agreeable recordable form. If either party elects to record such memorandum, Landlord shall promptly cause the same to be recorded, at Tenant's expense. Neither party may record this Lease without the consent of the other party.

25.2 **Cash Basis Law.** This Lease is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 *et seq*. and amendments thereto. This Lease shall be construed and interpreted so as to ensure that the Landlord shall at all times stay in conformity with such law and, as a condition of this Lease, the Landlord reserves the right to unilaterally terminate this Lease if the Lease is deemed to violate the terms of such law. The Landlord is obligated only to make payments under the Lease as may lawfully be made from: (a) funds budgeted and appropriated for that purpose during the Landlord's current budget year; or (b) funds made available from any lawfully operated revenue producing source.

25.3 **Notices.** All notices, consents, requests, approvals and authorizations required or permitted under this Lease shall only be effective if in writing. All notices (except notices of default, which may only be sent pursuant to the methods described in (A) and (B) below) shall be sent: (A) by registered or certified mail (return receipt requested), postage prepaid; or (B) by Federal Express, U.S. Post Office Express Mail, Airborne or similar nationally recognized overnight courier which delivers only upon signed receipt of the addressee; or (C) by facsimile transmission with original sent via U.S. Mail and addressed as follows or at such other address, and to the attention of such other person, as the parties shall give notice as herein provided:

If intended for Landlord:

City Clerk
City of Roeland park, Kansas
Attention: Kelley Bohon
4600 West 51st Street
Roeland Park, Kansas 66205
Telephone: (913) 722-2600
Facsimile: (913) 722-3713

With a copy to:

City Administrator
City of Roeland Park, Kansas
Attention: Keith Moody
4600 West 51st Street
Roeland Park, Kansas 66205
Telephone: (913) 722-2600
Facsimile: (913) 722-3713

And a copy to:

City Attorney
[FIRM]
Attention:
[ADDRESS]

Telephone:
Facsimile:

If intended for Tenant: Adventure Zip KC, LLC
Attention:
[ADDRESS]
Telephone:
Facsimile:

With a copy to:

A notice, request and other communication shall be deemed to be duly received if delivered by a nationally recognized overnight delivery service, when delivered to the address of the recipient, if sent by mail, on the date of receipt by the recipient as shown on the return receipt card, or if sent by facsimile, upon receipt by the sender of an acknowledgment or transmission report generated by the machine from which the facsimile was sent indicating that the facsimile was sent in its entirety to the recipient's facsimile number; provided that if a notice, request or other communication is served by hand or is received by facsimile on a day which is not a business day, or after 5:00 p.m. local time on any business day at the addressee's location, such notice or communication shall be deemed to be duly received by the recipient at 9:00 a.m. local time of the addressee on the first business day thereafter. Rejection or other refusal to accept or the inability to delivery because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver.

25.4 **Waiver of Performance and Disputes.** One or more waivers of any covenant, term or condition of this Lease by either party shall not be construed as a waiver of a subsequent breach of the same or any other covenant, term or condition, nor shall any delay or omission by either party to seek a remedy for any breach of this Lease or to exercise a right accruing to such party by reason of such breach be deemed a waiver by such party of its remedies or rights with respect to such breach. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any similar act.**Modification of Lease.** The terms, covenants and conditions hereof may not be changed orally, but only by an instrument in writing signed by the party against whom enforcement of the change, modification or discharge is sought, or by such party's agent.

25.6 **Captions.** Captions throughout this instrument are for convenience and reference only and the words contained therein shall in no way be deemed to explain, modify, amplify or aid in the interpretation or construction of the provisions of this Lease.

25.7 **Independent Covenants**. The obligations set forth herein shall be deemed to be independent covenants, and a party's obligation to pay or perform hereunder is not conditioned upon the performance of obligations by the other party except as specifically set forth herein to the contrary.

25.8 **Lease Binding on Successors and Assigns, etc.** Except as herein otherwise expressly provided, all covenants, agreements, provisions and conditions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their heirs, devisees, executors, administrators, successors in interest and assigns as well as grantees of Landlord, and shall run with the land. Without limiting the generality of the foregoing, all rights of Tenant under this Lease may be granted by Tenant to any permitted sublessee of Tenant, subject to the terms of this Lease.

25.9 **Brokers.** Landlord and Tenant represent and warrant that no broker or agent negotiated or was instrumental in negotiating or consummating this Lease except CBC Real Estate Group, LLC ("***Landlord's Broker***"). Neither party knows of any other real estate broker or agent who is or might be entitled to a commission, finder's fee or other compensation in connection with this Lease. Tenant will indemnify and hold Landlord harmless from all damages paid or incurred by Landlord resulting from any claims by brokers or agents claiming through Tenant.

25.10 **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Kansas, but not including the conflict-of-laws rules in the State of Kansas.

25.11 **Estoppel.** Landlord and Tenant each confirm and agree that (a) it has read and understood all of the provisions of this Lease; (b) it is familiar with sophisticated real estate transactions such as that contemplated by this Lease; (c) it has negotiated with the other party at arm's length with equal bargaining power; and (d) it has been advised by competent legal counsel of its own choosing.

25.12 **Joint Preparation.** This Lease (and all exhibits thereto) is deemed to have been jointly prepared by the parties hereto, and any uncertainty or ambiguity existing herein, if any, shall not be interpreted against any party, but shall be interpreted according to the application of the rules of interpretation for arm's-length agreements.

25.13 **Interpretation.** It is hereby mutually acknowledged and agreed that the provisions of this Lease have been fully negotiated between parties of comparable bargaining power with the assistance of counsel and shall be applied according to the normal meaning and tenor thereof without regard to the general rule that contractual provisions are to be construed narrowly against the party that drafted the same or any similar rule of construction.

25.14 **Severability.** If any provisions of this Lease are determined to be invalid by a court of competent jurisdiction, the balance of this Lease shall remain in full force and effect, and such invalid provision shall be construed or reformed by such court in order to give the maximum permissible effect to the intention of the parties as expressed therein.

25.15 **Landlord and Tenant.** Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between Landlord and Tenant, it being expressly understood and agreed that neither the computation of Rent nor any other provision contained in this Lease nor any act or acts of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and tenant.

25.16 **Power of Landlord.** Notwithstanding anything set forth herein to the contrary, no provision contained herein shall in any manner diminish or usurp the inherent rights and powers of Landlord to act in its capacity as a public body. Further nothing herein shall relieve Tenant from complying with all applicable Laws, regulations and/or other governmental requirement.

25.17 **Authority.** The persons executing this Lease on behalf of Tenant and Landlord covenant and warrant to the other party that (a) they are duly authorized to execute this Lease on behalf of the party for whom they are acting, and (b) the execution of this Lease has been duly authorized by the party for whom they are acting.

25.18 **Time is of the Essence.** Time is of the essence with respect to the performance of each of the terms, provisions, covenants and conditions contained in this Lease.

25.19 **No View.** This Lease does not grant any easements or rights for view. Any diminution or blockage of view by any structure or condition now or later erected will not affect this Lease or impose any liability on Landlord.

25.20 **Further Assurances.** Each of the parties hereto shall execute and provide all additional documents and other assurances that are reasonably necessary to carry out and give effect to the intent of the parties reflected in this Lease.

25.21 **Counterparts.** This Lease may be executed at different times and in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Lease by facsimile shall be as effective as delivery of a manually executed counterpart of this Lease. In proving this Lease, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought.

25.22 **Rules of Construction.** The following rules of construction shall be applicable for all purposes of this Lease, unless the context otherwise requires:

(a) The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms shall refer to this Lease, and the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the Effective Date of this Lease.

(b) Words of the masculine, feminine or neuter gender shall mean and include the correlative words of the other genders and words importing the singular number shall mean and include the plural number and vice versa.

(c) The terms "include," "including" and similar terms shall be construed as if followed by the phrase "without being limited to."

ARTICLE 26.
WAIVER OF TRIAL BY JURY

TO THE FULLEST EXTENT PERMITTED BY LAW, TENANT AND LANDLORD HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE

OTHER IN ANY MATTERS ARISING OUT OF OR IN CONNECTION WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE AND OCCUPANCY OF THE PROJECT OR THE CENTER, AND ANY CLAIM OF INJURY OR DAMAGE.

[S*ignature page follows*]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be duly executed as of the day and year first above written.

LANDLORD:

CITY OF ROELAND PARK, KANSAS

By:__________________________________
Joel Marquardt, Mayor

Attest: ____
Name: ____
City Clerk

Approved as to Form and Legality:

____
City Attorney

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be duly executed as of the day and year first above written.

TENANT:

ADVENTURE ZIP KC, LLC,
a Kansas limited liability company

By:________________________________
Name:______________________________
Title:_______________________________

EXHIBIT A

Legal Description of the Leased Premises

[INSERT]

EXHIBIT B

Legal Description of the Center

[INSERT]

<u>EXHIBIT C</u>

Description of Project and Improvements

[INSERT]

EXHIBIT D

Site Plan

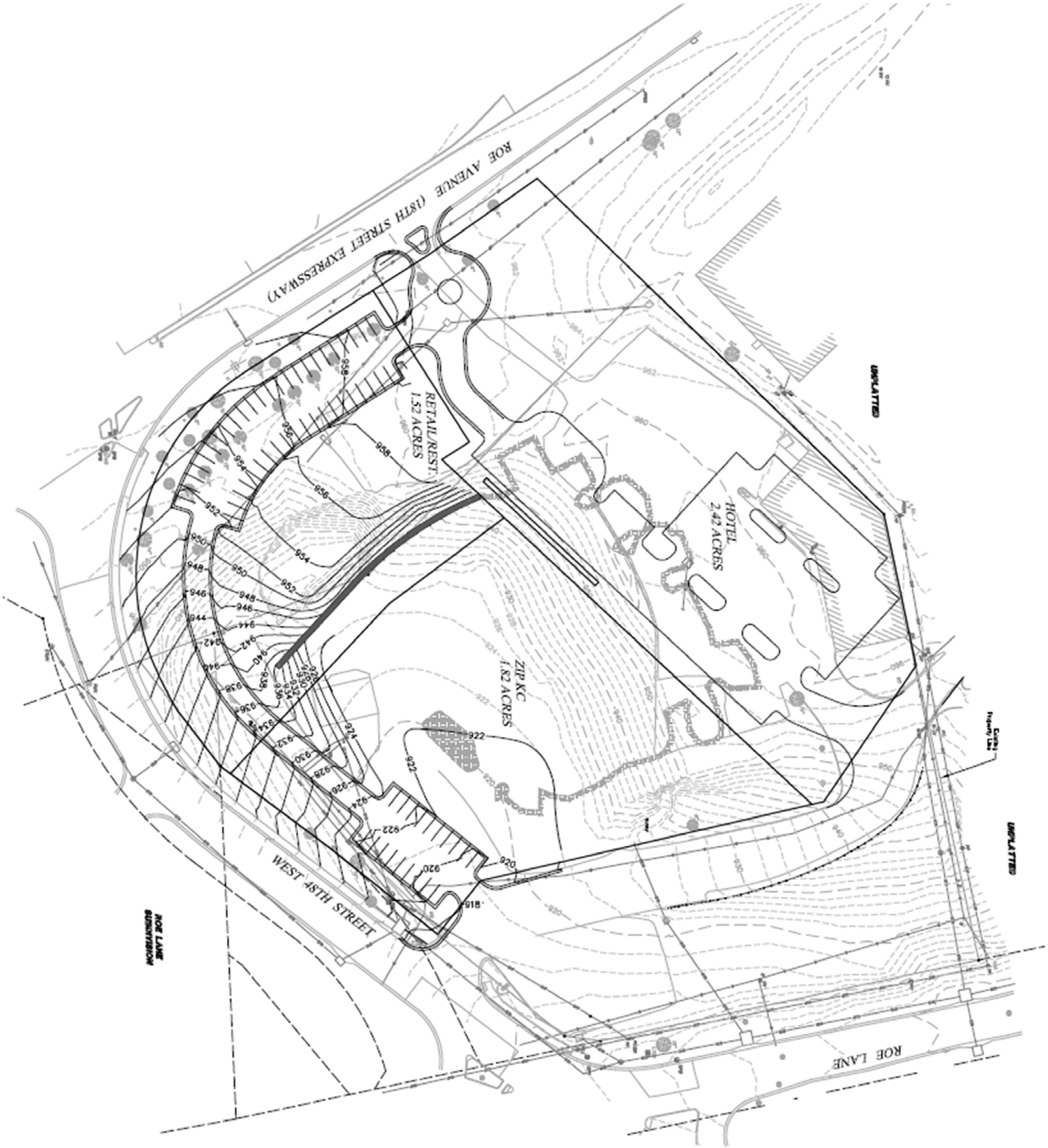


EXHIBIT D

Site Plan

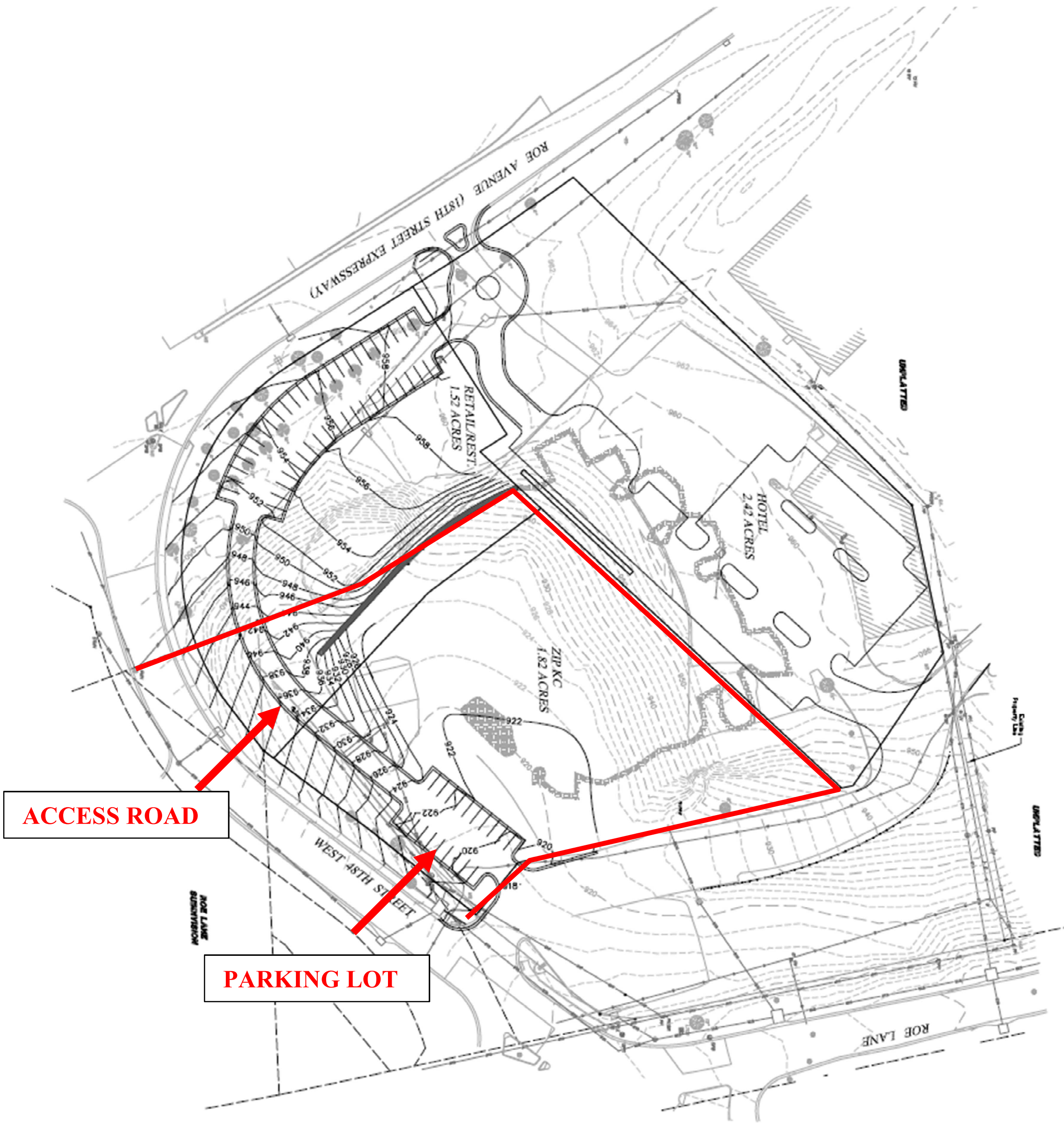


EXHIBIT E

Construction of Project

1. **Landlord's Work.** Notwithstanding anything contained in the Lease or this Exhibit E to the contrary, Tenant shall accept the Leased Premises in their "as-is" condition; it being agreed that Landlord shall have no obligation to perform any work with respect to the Leased Premises. Tenant acknowledges that the Center includes Undermined Property, and Landlord may, in its sole discretion, collapse the mines and fill the Undermined Property as appropriate and necessary to stabilize the Undermined Property, in compliance with all applicable Laws. Landlord also may, in its sole discretion, make certain other improvements and infrastructure within the Center.

2. **Tenant's Work.** Subject to the terms of this Exhibit E and the Lease, Tenant, at Tenant's sole cost and expense, shall perform all work required to construct the Project and open the Leased Premises for business ("***Tenant's Work***") in accordance with the "***Construction Plans***" (hereinafter defined), including: (a) performing all work designated on the Construction Plans; (b) installing all of Tenant's Property in the Leased Premises; and (c) performing all other demolition, construction and tenant finish work required to open the Leased Premises for business. All of Tenant's Work shall be performed utilizing contractors and subcontractors reasonably approved Landlord, and in accordance with plans and specifications prepared by Tenant and reasonably approved in writing by Landlord in accordance with paragraph 3 below and in compliance with all applicable Laws and Governmental Approvals (hereinafter defined).

3. **Plans.** Tenant shall cause __________________________ (the "***Architect***"), as Tenant's approved Architect for Tenant's Work, to prepare preliminary plans (the "***Preliminary Plan***") showing the proposed layout of the Leased Premises, including the location of proposed improvements for Tenant's Work. Upon Landlord's and Tenant's approval of the Preliminary Plan, not to be unreasonably withheld, conditioned or delayed, Tenant shall cause the Architect to prepare and complete final construction documents ("***Tenant's Final Plans***") that are consistent with the approved Preliminary Plan. Tenant or Tenant's Architect shall submit Tenant's Final Plans to Landlord for Landlord's approval, which approval shall not be unreasonably withheld provided that Tenant's Final Plans are consistent with the Preliminary Plan. Within thirty (30) days of receipt, Landlord shall either approve Tenant's Final Plans or identify any objections in writing. Tenant shall address such objections promptly and shall, if applicable, re-submit revisions to Tenant's Final Plans within five (5) business days of Tenant's receipt of Landlord's objections. Landlord shall respond to such revised Tenant's Final Plans within five (5) business days of receipt. In the event that Landlord continues to have objections, the process shall be repeated until Tenant's Final Plans are reasonably approved by Landlord with Landlord's response to each of Tenant's revisions to occur within five (5) business days of receipt. Tenant's Final Plans shall be completed at Tenant's sole cost and expense. Tenant's Final Plans shall include: (a) finish plans, schedules and specifications for Tenant's Work; (b) parking plans; and (c) signage plans. Any engineering drawings, plans or specifications required in order for Tenant to obtain the Governmental Approvals shall be obtained by Tenant at Tenant's expense. Tenant agrees that all plans and specifications are based upon information supplied by Tenant, and accordingly, Landlord shall not be liable for any omission from such plans or specifications or for any design defect in such plans and specifications, notwithstanding

any approval of the same by Landlord. When approved in writing by Landlord and Tenant, such plans and specifications (as same may be modified pursuant to paragraph 7 below) are herein referred to as the "***Construction Plans***".

4. **Governmental Approvals.** Promptly after the date Landlord and Tenant approve in writing the Construction Plans, Tenant, at Tenant's expense, will submit the Construction Plans to the applicable Governmental Authorities for review and approval and will obtain all building permits, governmental approvals, permits and licenses (collectively, the "***Governmental Approvals***") required for the performance of Tenant's Work.

5. **Tenant's Work.** Promptly after Tenant obtains all Governmental Approvals, a general contractor selected by Tenant and reasonably approved in writing by Landlord ("***Tenant's Contractor***") will perform Tenant's Work on the Leased Premises in accordance with the Construction Plans. Tenant shall cause Tenant's Work to be performed in a good and workmanlike manner in accordance with all Laws and the Constructions Plans and Governmental Approvals. Tenant shall exercise due diligence in completing Tenant's Work in a timely manner, and construction shall be completed no later than six (6) months after the Effective Date. The time for construction shall be extended by Landlord in writing for the number of days equal to such delays caused by an event of Force Majeure. Any party who asserts the occurrence of Force Majeure shall give written notice within thirty (30) days after the commencement of a delay caused by an event of Force Majeure, and any party making claim therefor shall give a supplemental notice of the period of time such delay caused by an event of Force Majeure is expected to last, otherwise any right of claim therefor shall be deemed waived. The parties hereto shall take all reasonable actions to assure resumption of normal performance as soon as possible.

6. **Insurance; Liens.** The general contract shall require Tenant's Contractor to obtain, or cause to be obtained, workers' compensation insurance covering all persons employed in connection with Tenant's Work and with respect to whom death or bodily injury claims could be asserted against Landlord and/or Tenant, and general liability insurance insuring Landlord (for an amount not to exceed Five Hundred Thousand Dollars and 00/100 ($500,000.00)) and Tenant against any liability that may be incurred as a result of any of Tenant's Work in, to or upon the Leased Premises. The general contract shall require Tenant's Contractor to: (i) procure and pay for all permits, licenses and authorizations required in connection with the construction of the Project; and (ii) purchase and maintain property insurance for the Project on a builder's risk policy form throughout the time while the construction is being performed, which insurance shall be in an amount not less than the guaranteed maximum price set forth in the general contract and shall include the interests of Tenant, Landlord, and Tenant's Contractor. Tenant or Tenant's Contractor shall furnish Landlord with evidence that the Project is free from all mechanics' and materialmen's liens, which shall be in the form of lien waivers from Tenant's Contractor and all major subcontractors, suppliers and materialmen performing such construction work, or the furnishing of payment and performance bonds (or such other means of assurance as is reasonably acceptable to Landlord) if any such liens are filed and are in the process of being contested in good faith. Similar evidence shall be furnished upon completion of the Project, covering Tenant's Work.

7. **Change Orders.** Any changes to the Construction Plans shall be subject to Landlord’s written approval (which shall not be unreasonably withheld, conditioned or delayed), except for minor, non-structural changes, which shall not require Landlord’s written approval. If Tenant shall desire to change the Construction Plans, Tenant shall submit to Landlord (at Tenant’s sole cost and expense) the necessary information and/or plans and specifications for such changes in Tenant’s Work from that specified in the Construction Plans.

8. **Repairs and Corrections.** Notwithstanding anything contained in the Lease to the contrary, Tenant or Tenant's Contractor will promptly repair and correct that portion of Tenant’s Work that proves defective as a result of faulty materials, equipment or workmanship.

9. **Access During Construction.** Landlord hereby grants to Tenant a license permitting Tenant and its contractors, architects, engineer and other consultants and representatives to enter the Premises to perform Tenant’s Work prior to the Commencement Date. It shall be a condition to the grant by Landlord and continued effectiveness of such license that:

(a) Tenant shall give Landlord not less than two (2) days’ prior written notice of its request to have such access to the Premises, which notice shall contain and/or shall be accompanied by: (i) a schedule for the work to be performed; (ii) the names and addresses of all contractors, subcontractors and material suppliers performing Tenant’s Work that are known at that time, and the approximate number of individuals, itemized by trade, who will be present in the Leased Premises; (iii) to the extent not comprising part of the Construction Plans, copies of all plans and specifications pertaining to Tenant’s Work; (iv) copies of all licenses and permits required in connection with the performance of Tenant’s Work; and (v) certificates of insurance. All of the foregoing shall be subject to Landlord’s reasonable approval.

(b) Tenant’s agents, contractors, workmen, mechanics, suppliers and invitees shall work in harmony and not unreasonably interfere with Landlord and Landlord’s agents. If at any time such entry shall cause such unreasonable interference, including labor disputes, Landlord may suspend such license upon twenty-four (24) hours’ prior written notice to Tenant, in which case, Tenant shall immediately discontinue Tenant’s Work until the resolution of any such labor dispute.

(c) Tenant shall comply with Landlord’s construction rules and regulations.

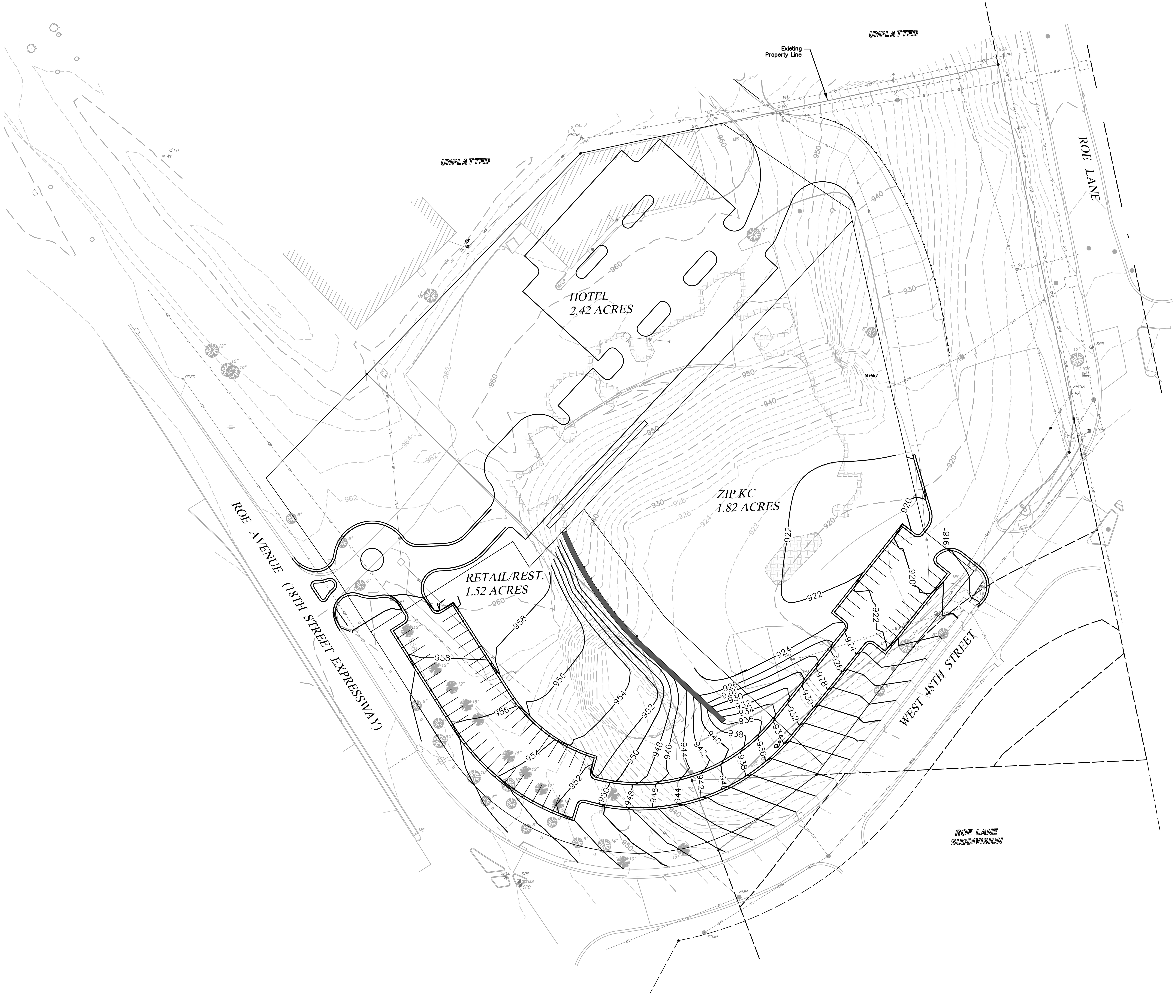
(d) Landlord shall not be liable for any injury, loss or damage which may occur to any of Tenant’s Work or to property placed in the Leased Premises prior to the Commencement Date, the same being at Tenant’s sole risk and liability.

(e) During construction, Tenant shall report monthly to Landlord in writing (electronic mail between the parties is sufficient) on the construction progress. Tenant shall only be required to provide such information as is readily available to Tenant.

10. **“As-Built” Plans and Specifications.** Within thirty (30) days after completion of Tenant’s Work, Tenant, at Tenant’s expense, shall furnish to Landlord complete “as built” plans (construction drawings and specifications) for all of Tenant’s Work. Tenant shall provide

additional final reports containing financial and other information related to construction of the Project as reasonably requested by Landlord. If any requested financial statements are not otherwise audited, Landlord shall be entitled to have an audit conducted so long as Landlord bears all costs thereof.

11. **Repair of Damage.** Tenant shall, at its cost, repair any damage to the Center or Leased Premises caused by Tenant or Tenant's contractors.



REV.	DATE	REVISIONS	BY	APP'D
1				
2				
3				
4				
5				

Designed By: JJH
Drawn By: JJH
Checked By: JJH
Issue Date: 11/30/16

SHAFER, KLINE & WARREN
11250 Corporate Avenue
Lenexa, KS 66219-1392
913.888.7800 FAX: 913.888.7868
SURVEYING | ENGINEERING | CONSTRUCTION

SWIMMING POOL REDEVELOPMENT
ROELAND PARK, KANSAS

SOUTH DRIVE AND PARKING
GRADING EXHIBIT

130099-220
SHEET NO.
1

L:\130099-220_CAD\CIVIL\130099-220 GRADING EXHIBIT OPTION 1.DWG
LAYOUT: LAYOUT1 | BY: JOHN.HONIOTES | DATE: 11/30/2016
XREF DWG1: NONE | XREF DWG2: NONE
XREF DWG3: NONE | XREF DWG4: NONE

Item Number: **DISCUSSION ITEMS- II.-13.**
Committee Meeting Date: **2/6/2017**

City of Roeland Park
Action Item Summary

Date:	2/3/2017
Submitted By:	Jose Leon, Director of Public Works
Committee/Department:	Public Works
Title:	**Roe Blvd. Advisory Committee Appointments (est. time 10 min.)**
Item Type:	Discussion

Recommendation:

Staff recommends to approve the Advisory Committee for the Roe Blvd. Project Visioning Phase.

Details:

The next step in the Visioning Phase Process for the Roe Blvd. project is to establish an advisory committee. Staff has spent time contacting businesses and residents to make up the committee. So far, the commitments we have received are as follows:

- o Elected officials (limit 2) - Sheri McNeil, Ryan Kellerman, Mayor Joel Marquardt
- o Business representative(s) - MarkSelders, Price Chopper and Audrey Speake, Lowes
- o Property owners, especially those who own property near the "hub" (see attached image from interview) - Jodi Belpedio (Walmart/CVS Property Owner)
- o Resident - Bill/KarenTholen
  Loretta Carson
  Karla Brown
- o Bike/pedestrian advocate - Kyle Rogler (Bike/PED Ad-Hoc Committee Rep)
- o Transit - Shawn Strate (KCATA)
- o Linda Fell (Resident)

Other - Jose Leon, Keith Moody

How does item relate to Strategic Plan?

N/A

How does item benefit Community for all Ages?

N/A