

**GOVERNING BODY WORKSHOP AGENDA
ROELAND PARK
Roeland Park City Hall - 4600 W 51st St
Monday, February 5, 2018 6:00 PM**

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

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

I. APPROVAL OF MINUTES

A. January 8, 2018

II. DISCUSSION ITEMS:

1. Presentation by Columbia Capital on Investment Management
2. Residential Design Standards Review
3. Leaf Pickup Program Discussion
4. Leaf Vacuum RFP
5. 2017 & 2018 Street Maintenance Overview
6. Purchase Public Works Big Wheel Loader
7. Discussion Concerning the Electric Vehicle Charging Station
8. Ordinance 957 - Mobilitie Franchise Agreement
9. Mobilitie Pole Attachment Agreement
10. Voting During Workshops
11. 2019 Residential Street Reconstruction - Design Task Order
12. Reappointment to Community Foundation and Appointment to Sustainability Committee
13. Review RFQ for Aquatic Center Analysis

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.

Date:

Committee/Department:

Item Type:

Details:

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Description

Type

Cover Memo

GOVERNING BODY WORKSHOP AGENDA
Roeland Park City Hall
4600 W 51st Street, Roeland Park, KS 66205
Monday, January 8, 2018 6:45 P.M.

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

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

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

Admin

Fast
Kelly

Finance

Janssen
Thompson

Safety

Hill
McCormack

Public Works

Madigan
Poppa

CMBR Fast called the meeting. CMBR Thompson was absent.

MODIFICATION OF THE AGENDA

CMBR Janssen requested Items 3 and 4 be discussed first.

I. MINUTES

November 6, 2017

The minutes were approved as submitted.

II. DISCUSSION ITEMS:

1. Signage for Nall Park Trail Jennifer Provyn

Jennifer Provyn, on behalf of the Parks Committee, welcomed the new Governing Body members and thanked them for serving the city.

Ms. Provyn informed the Governing Body that the multi-use track at Nall Park is completed and open. There will be a hard opening in the spring with a ribbon cutting and the Parks Committee will set that date at their next meeting.

The trail has developed a huge following. John Dunn, a Roeland Park resident, has created a Facebook page to vote on a logo for a sign at the Trail. As part of the agreement with the Urban Trail Company, they are responsible for signage to the trail. While the signage they have put up is adequate, the Parks committee feels it does not represent the quality of signage wanted in the City. The Facebook votes want a multi-use sign more of a kiosk style that states the rules of the trail, that it is a single track in one direction and bikers are to yield to walkers. Mr. Dunn has offered his time and talent to come up with a comprehensive design for the trail logo and the Parks committee wants to make sure the Council supports this before they go ahead and spend any money.

CMBR Poppa said it was fantastic that everyone stepped up to put their time and thought into this. He does want to make sure the kiosk sign matches the City's logo and possibly the wayfinding signs they have been discussing. Ms. Provyn said Mr. Dunn will provide designs to the committee and hopefully next month she will have different options to provide to the Council.

CMBR Janssen said to make certain to mention Roeland Park, Kansas in the sign and use the new logo, but he does like the direction they're heading in.

CMBR Madigan stated he has observed ATVs and dirt bikes at both Nall Park and R Park. He added that the City needs to pass an ordinance against those. He said in calling the trail all-purpose it leads people to believe they can take their motor bikes on the trail. He added it needs to be incorporated into the rules that motorized vehicles are not permitted on the trails.

Ms. Provyn stated the intent of an all-purpose trail is meaning that you can both walk and bike it.

Mayor Kelly wanted to make sure there were two signs placed , one at Nall Park and one at the Community Center, both of which should have the rules stated on them. He also thanked the Parks Committee for all the work they have done on this.

2. 2018 Park 2 Park Run Event

Laura Steele from the Sustainability Committee introduced an idea that 12 other citizens of Roeland Park have been working on. The first week of October 2018, Roeland Park will have its first park to park fundraising run. One of the main goals of the run is a fundraiser for the parks. Another goal is the promotion of active lifestyles, community engagement and park awareness. She said the City has up to seven parks and this is an opportunity to highlight them not only to Roeland Park residents, but also those outside of the community. The run will start and stop at R Park. Registration fees will be used as the fundraiser to spend on items for the parks as the committee sees fit. Ms. Steele said they appreciate the \$1,000 that is given to them annually from the Governing Body, but that does not provide for many amenities spread out over all the parks.

CMBR Madigan asked if the committee was looking for support from the Council. Ms. Steele said she was looking for a little time from staff. CMBR Madigan also stated the \$1,000 given to the the four standing committees was intended to be seed money to aid with fundraising, not to buy amenities. He complimented Ms. Steele for coming forward with this idea to raise money.

Mayor Kelly thanked the Parks committee for bringing this to their attention, supports the idea. He said it is wonderful that citizens have gotten together to promote all of the City's parks. He also said the committee should also look to the Community Foundation for funds.

3. Roe Blvd. Design Task Order

Public Works Director Leon said the task order includes the design of Roe Boulevard and incorporates the work done George Butler and Associates along with Vireo. It covers the preliminary design with the final design to be completed in the fall of 2019. The amount of the task order is \$480,823.

CMBR Fast said last year they spent \$350,000 and now they are looking at spending another \$480,000. Public Works Director Leon said the \$330,000 was for the visioning phase where the Governing Body wanted to gain public input and for the City to provide an outreach to discuss the Roe Boulevard project. The \$480,823 is to take them from the visioning phase through the design phase.

CMBR Madigan said the projected cost is estimated at \$8.1 million and that \$800,000 has already been spent. The City's portion, however, is only \$500,000 and asked about the additional monies spent.

City Administrator Moody said the City funding is coming from a variety of resources that are contributing to the project. There is \$4.6 million secured from STP monies. The City also anticipates receiving funds from the county in addition to the TIF resources that will also be contributing to the project. The City's \$500,00 contribution is from either sales or property taxes put towards the project. Mr. Moody said this is an exceptional example of leveraging of local funds.

CMBR Madigan asked if the City would be repaid for the monies spent and City Administrator Moody said monies from the monies will become available over a period of years by 2020.

CMBR Poppa asked if the numbers were budgeted and in the CIP. Public Works Director Leon said the figures were included with the total project cost when the CIP was put together.

City Administrator Moody said the task order design work will cover more than what goes on in 2018 and will roll over into a portion of 2019 as well. They will not be ready to bid the project until the end of 2019. The beginning of 2020 is when they anticipate the notice to proceed will be awarded. Mr. Moody acknowledged that it is a lengthy process from start to finish.

CMBR Poppa said he noticed under Part H there were references to non-discrimination through the Kansas Acts Against Discrimination (KADD), but did not include the city ordinance. He would like to see their city ordinance incorporated. City Administrator Moody said they could do that.

CMBR Fast said as a side note that as a City they have put so much money into the design and planning for the streets, but do not do the same for their parks. She would like to see in the future more design and planning for their parks.

There was agreement to move this to New Business on the January 22nd Council agenda.

4. Birch St Overlay and Sidewalk Addition CDBG Task Funded Project

Public Works Director Leon stated that last year in 2017 the City applied for Community Development Block Grant (CDBG) funding and received \$100,000 a mill and overlay project for Ward 3 on Birch Street from Roeland Drive to 58th Street. With that project they are addressing the Council objective of building a high priority sidewalk and extending the sidewalk network.

Mayor Kelly wanted to make sure that any new sidewalk in the City would be ADA compliant and universal design compliant.

There was agreement to move this item to New Business at the next January 22 Council meeting.

5. Continued Discussion of Year Round Operation of the Aquatic Center

PUBLIC COMMENTS

Michelle Maurer - Ms. Maurer, a Master's swimmer, encouraged the Governing Body to keep the pool open year round. She added that she would like to see business sponsors to help with some of the expenses.

Alanna Mozel (11112 W. 132nd Pl., O.P.) Ms. Mozel, a Master's swimmer, expressed her support of the pool. She said she enjoys the friendship and fitness benefits that the group offers and the facility is a good place for fitness swimming.

City Administrator Moody said the Ad Hoc Aquatics Committee gathered information to see if there were ways to increase revenues and decrease expenditures, determine who the main user groups are and who other potential other user groups might be. That information has been attached in a report in the packet. What did come to light during their discussions was the ability to add additional members or the limits of the utilization of the pool. The pool is busy in the mornings and after school. During the day there is a potential to add additional users for that space.

The user groups generate about \$27,000 a year. Even if that amount were doubled, it would not eliminate the gap created by the loss of JCPRD's participation.

City Administrator Moody said he did contact Sprung about a permanent structure which would be about a \$2 million investment to construct a permanent structure with an aluminum frame that has a flexible exterior

fabric similar to the dome. It does come with a 20-year warranty they are used in challenging climates and are durable facilities. The cost savings of a permanent structure versus a blown up dome is about \$9,000, which is basically the energy cost of blowing up the dome. The air and water both still need to be heated with the permanent structure.

Mr. Moody also got information on solar blankets and learned through discussions that you cannot leave blankets on when people are in the pool for safety purposes. But with the bulkhead, which serves as a permanent divider, they could uncover half of the pool at a time. Solar blankets do not have a long life span and must be manually reeled and unreeled by employees who are not always excited about that job.

By closing the pool for the winter there is a \$68,000 reduction in the annual operating loss.

Marshall McKenny, Aquatics Director for JCPRD, and Rhonda Pollard, Superintendent at JCPRD both have expressed concerns about being able to keep staff during the colder periods at the pool.

CMBR Kelly asked for a status update of the leak at the pool. City Administrator Moody said he met with representatives from Commercial Aquatics. After looking at the plans with them, they believe there is a valve on the main drain to the pool that is partially open. This drain is needed to be able to drain the pool. They have not used it as it goes directly towards the Boulevard Apartments. Fixing the valve will be thousands of dollars as it has to be dug up and it is 17 feet in the ground and underneath the concrete deck by the diving boards.

CMBR Hill wanted to know if the insurance funds or JCPRD funds can be used for another structure before the deadline. City Administrator Moody stated he did not know.

Rhonda Pollard, Superintendent of Recreation for Johnson County Park and Recreation, said she did not know either and this is in their process right now and their payout from insurance would be a depreciation of 80 percent of the cost less their \$25,000 deductible.

CMBR Madigan asked if they could push back the date to make a decision. Ms. Pollard said with the time needed to manufacture and erect the dome, pushing the time frame back would not give them enough leeway to have the dome up in the fall of 2018.

Mayor Kelly thanked Ms. Pollard for coming to the meeting and asked what the time frame is to make a claim. Ms. Pollard said it would be April 26, 2018.

Mayor Kelly also noted that JCPRD sent a letter stating that JCPRD can at their sole discretion determine that the pool is going to operate as an outdoor-only pool. That is the decision that has been made by JCPRD to exercise that right. Unless something comes from this Council that will be the decision from JCPRD.

Ms. Pollard stated if the Council chooses to replace the dome and operate this as a year-round operation past May 2019 and take on the financial burden with no help from JCPRD, they would continue to operate it for the 2018-2019 season year-round.

CMBR McCormack asked if there was a contractual date to have the dome put up and Ms. Pollard stated it is based on the weather.

CMBR Poppa said they have made a promise to the users and residents that they will be operating that pool year-round through May of 2019. He supports asking JCPRD to replace the dome and letting the Ad-hoc Aquatics Committee continue to work to find new sources of revenue, expense savings, grant funding and other ways to offset costs. As a City, they need to make a good faith effort to want to continue year-round operation after May 2019.

Mayor Kelly said he would like to know what the City Administrator's thoughts are. City Administrator Moody said his approach of what is the cost that the City as a whole incurs for the benefit of the users of the pool. The utilization by the City's residents is around 107 people out of 6,800, which is a very small percentage. Operation of the pool during the winter is a large expense and how much is it costing the entire City to provide this benefit to this group. To him that expense number for the residents is greater than the value of the benefit for that group.

CMBR McCormack asked how have they demonstrated their commitment to the residents that the pool is available. CMBR Poppa said having the agreement in place to have the pool open year round through 2019 is a commitment to not only the residents but also the users of the pool. If they choose a summer-only option, he believes they will lose more revenue than anticipated because a lot of user groups that are unable to use the pool in the winter will affect the summer season as well. He said it is a losing proposition either way, to operate the pool summer-only or operate the pool year-round, but they have made the commitment to keep it open through May of 2019.

CMBR Kelly stated one of the expenses they have is so many activities. They lose more money during the summer more than during the winter months. He said that labor is 60 percent of the budget.

City Administrator Moody said the expense for the pool is \$600,000. That does reflect the principal and interest payment in 2016 for the loan on the pool, and that payment will roll off in 2019.

CMBR Janssen said in looking at the user numbers for the indoor season, over 1,000 Johnson County residents use the pool and Roeland Park residents make up ten percent of that number. The county has made their position known that they are no longer willing to support the winter indoor season and Mr. Janssen asked why should the City should bear the burden of 100 percent of the costs. When looking at other programs that are offered, they would be hard-pressed to support other city programs if they had the kinds of use numbers that the pool has. He said he does not believe maintaining an indoor pool is a good value to the residents.

CMBR Hill said they are only looking at serving the 107 Roeland Park residents and they need to look at the bigger picture in that they are serving the community as a whole. She is disheartened that JCPRD is not willing to put in the effort to continue in northeast Johnson County. CMBR Hill said there are a lot of members up here that really need that pool. She has heard from constituents who are disabled that they need the pool with its zero entrance and chair lift. She knows they cannot support it on their own, but the pool is not just for the 107 Roeland Park residents that use it.

CMBR Kelly said people stopping in the City to use the pool could also be spending their money at other retailers. He also said that they do not really know how to operate a pool and they need to learn that as a city.

Mayor Kelly said he would like to take the time to explore what the other options are. He did not believe that they will have all the information by February 1 to make that determination. He also stated he is not willing to spend the entire \$400,000 to operate the pool year round.

CMBR Fast stated one the concerns the ad hoc committee has is that during the winter all the user groups want to use the pool at the same time. She said that Marjorie and Bill worked hard at marketing to bring in additional groups. She said the pool is colder in the winter and it is harder to get school groups to come. The pool is good for lap swimmers, but to accommodate them you can't accommodate aerobics, daycare, et cetera. She said she is disappointed in JCPRD as the pool is a county facility. By putting all of their money into the winter pool, it does not leave them any money to do visioning for the summer pool.

City Administrator Moody said a choice they have as a Council is to take funds away from another capital expense and allocate them to support the operation of the pool. As a Governing Body they chose to do

projects on a pay-as-you-go basis versus bonding and could find the money to support operations from another project.

CMBR Hill asked if JCPRD would still be interested in negotiating with Roeland Park for services such as putting up and taking down the dome. Ms. Pollard said that is possible, but the board is looking for a specific number from the City.

CMBR Poppa wanted to discuss a specific number to present to JCPRD to determine if they are willing to go forward.

CMBR Fast said JCPRD was very clear in December they wanted a number and the letter makes it seem like they don't want to do that anymore.

Ms. Pollard said they would be willing to hear a number.

City Administrator Moody suggested that the putting up and taking down of the dome might not be a monetary exchange, but an in-kind transaction. Ms. Pollard said she does not speak for the board, but that might be a possibility.

CMBR Kelly said JCPRD is not in the business of aquatics ownership, but in the business of operations.

Mayor Kelly said he knew they would not make a final decision tonight, but he would ask that JCPRD make a claim for the dome. In good conscience he said the Governing Body could not give JCPRD the assurance that after May 1, 2019, the operation of the dome would continue in perpetuity. He added that while they do have the exclusive right under Section 606 of the interlocal agreement, the spirit of the agreement of Section 7 is that when there is an event JCPRD will use the insurance proceeds available to repair the pool.

Mayor Kelly also wanted to make sure that the Governing Body discussions did not sour their relationship with JCPRD as they have a good strong relationship and wants to see that continue as they will continue to operate the Community Center and the sports dome together. He also would like to have that partnership going forward and hopes that JCPRD will show their commitment to Roeland Park going forward.

Ms. Pollard assured the City that they value their partnership with Roeland Park just as they value every partnership of the other cities they serve the community. They love the citizens of Roeland Park and love the staff here. She agreed they have a really good working relationship and also wants that to continue as well.

CMBR Fast said she really liked Mayor Kelly's proposal and could support that.

City Administrator Moody asked the Governing Body if they wanted to present another offer aside from the issue of directing the replacement of the dome, and do they want to present another offer concerning the ongoing operations of the pool.

Mayor Kelly thinks with the insurance costs and the timetable they're under for the dome that they should make that request now and then separately ask for the additional partnership going forward.

Ms. Pollard ask for clarification that in asking for a replacement of the dome would there be an assurance that the pool would be kept open after May of 2019. Mayor Kelly said that is correct.

CMBR Fast said she appreciates all that JCPRD has done for Roeland Park in the Community Center, Sports Dome, Aquatics Center and that they have been fortunate to have this relationship.

CMBR McCormack agreed with CMBR Janssen in wanting to maintain the relationship with JCPRD, but did not believe year-round operations of the pool is a good use of the City's money.

CMBR Janssen said he would like to take the funds if they decide not to have an indoor to improve the summer amenities.

CMBR Fast said she would also like to see a visioning process, but said they're just asking the county to give them one more year to allow them to have more discussions.

Mayor Kelly stated the Council will work towards the issue of how to operate the pool after 2019 while waiting for the dome replacement.

CMBR Fast said that when you go on top of the slide you can see the whole city. She thought it would be interesting to have a bar up there where you can see the skyline as it's an awesome view.

CMBR Fast also thanked everyone for a great discussion and recognized this is a difficult decision. The pool has been a part of their City for 20 years. She stated she appreciated all the feedback from the councilmembers, their analysis and thoughts.

6. Discussion Renewal of Ad-Hoc Development Committee

City Administrator Moody stated the Ad-Hoc Development Committee was appointed to work with staff and consultants on efforts to develop The Rocks site, as well as the northeast corner of Roe Boulevard and Johnson. The Northeast R.J. site has developed direction to keeping a consistent vision of unique, regional, social gathering places which diversifies the business mix, expands employment options and enhances the City's tax base. The ad hoc committee has been meeting every other week. It is a one year appointment and the term expired at the end of 2017.

CMBR Poppa said he would like to see the Ad Hoc Development Committee continue and appoint and reappoint its members at the next Council meeting.

CMBR Madigan said that Mayor Emeritus Marquardt would like to see an ad hoc created to be a new set of eyes to the old pool site. In the two years since the inception of the ad hoc committee the scope has widened and he does not ever recall it coming before the Council to have a larger scope. The ad hoc was not created within the scope of Ordinance 930 and CMBR Madigan feels it's time to create a new committee, but believes the Governing Body should be polled to see if there are members who want to be on the committee.

CMBR Poppa said it is ridiculous that if more than four members want to be on a committee, then the entire matter comes before the entire Governing Body. He stated that everything takes forever and it is rehashed multiple times over and over and over. When it goes to an ad hoc committee, they can come and make recommendations to the Governing Body. He does not believe that everything needs to come before the Council for every discussion every time. He would also like to see if they can limit who wants to be on the committee.

CMBR Madigan worried that if he was not on the committee it would preclude him from attending meetings so as not to create a quorum. City Attorney Mauer stated that if a Governing Body member wanted to attend the meeting to observe and not participate, he did not believe that would create a quorum or any issues under KOMA (Kansas Open Meetings Act).

Mayor Kelly suggested moving to Council the approval of the Ad Hoc Redevelopment Committee through the completion of those projects is currently encompasses.

CMBR Fast said she did not support that all. She did not believe there was a enough transparency in the way it has been functioning especially when the Councilmembers are talking to one another. With four members on the committee it only takes them speaking to one other Councilmember and there is a majority of five. She would like to see a two-member Council and have it under Admin or Finance. In the alternative, she suggested increasing transparency by recording the meetings. Every Councilmember is accountable for development and this is the number one critical issue in the City. She would also want a monthly committee reporting.

CMBR Poppa thinks the committee is crucial. They meet and discuss every other Wednesday and what transpires in those meetings is brought to the Governing Body either through minutes or a report given to the full Council. Also any decision that is made is made by the full Governing Body and never by the Development Committee. CMBR Poppa also stated that he will not be seeking reappointment for 2018 to the committee and his seat will be open. He added that the Governing Body does not need to spend up to two hours to discuss what's happening in economic development.

CMBR Kelly stated he would like to be on the committee. His background for the last ten years in lease negotiations with realtors for office space and has some experience to bring. He added that he has been attending the meetings as a visitor to see how the process goes and the meetings take about two hours to discuss. CMBR Kelly stated one important reason for having the ad hoc committee is so they can meet with realtors who make an offer and they can get back to them within a reasonable amount of time without having to come before Council on every issue.

Mayor Kelly stated it is also important to keep the committee so they will have others who can share an expertise that the Council does not have. He also stated that the committee is required to have minutes. He also added that the Council can request more detailed minutes. Given that the meetings are open and the City Attorney has confirmed that there will not be an issue with even a majority of the Council attending to ensure themselves that everyone is fully informed.

CMBR Madigan, CMBR Kelly and CMBR Janssen all expressed a desire to be on the Ad Hoc Development Committee.

CMBR Fast said the new Admin members would be CMBR Kelly and CMBR Madigan. City Clerk Bohon said she would confirm that.

CMBR Kelly also said the Finance Committee is supposed to be CMBR Fast and CMBR Thompson.

CMBR Poppa said the Ad Hoc Development Committee could be made up of one-third of the Governing Body, and up to two-thirds of staff and non-Governing Body residents or other professionals. The residents would need to go through the appointment process. CMBR Poppa noted that Mike Hickey has been to a lot of the meetings and would like to nominate him if he is willing.

After discussion, it was agreed to forward the approval of CMBR Kelly, CMBR Madigan and CMBR Janssen for appointment to the Ad Hoc Redevelopment Committee to New Business at the next Council meeting. They will also discuss the restructure of the committee under the new ordinance and citizen appointments will be brought forward at that time.

CMBR Fast asked Mayor Kelly to speak with Mike Hickey. Mayor Kelly said he has spoken with Mayor Emeritus Marquardt, who as an architect, has been on the committee. Also former CMBR Rhoades was a member of the committee. He also believed there would be other applications before the next meeting.

Per ordinance, committee applications will need to be submitted to staff.

7. Committee Appointment and Reappointment Process

PUBLIC COMMENT

Linda Mau - Ms. Mau stated that Roeland Park is a strong Council form of Government and not a strong mayoral form. Based on what she had read she understands they are making the City Administrator a head employee rather than going through the appointment process. She believes this should be a mayoral appointment after discussion from the Governing Body. She questioned having the Mayor only make the appointment and the City Administrator only report to the Mayor that this is not provided for under the City's charter.

City Attorney Mauer said he did not believe what is proposed would make any difference in the change that Ms. Mau is concerned about.

CMBR Poppa said he didn't see where it changes the City Administrator to an employee or where it was even discussed about superintending powers as that was stricken from the ordinance.

Mayor Kelly said he believed that Section 1-315 is clear that the position of City Administrator will be appointed by the Mayor and such appointment shall be approved by a majority of the City Council.

CMBR Poppa said he is fine with the language as all approvals require a majority of the Council.

8. Reappointment to Arts and Parks Committee

City Clerk Bohon said this item is to reappoint Marek Gliniecki to the Arts Committee and Kathleen Whitworth to the Parks Committee.

City Clerk Bohon said they also need volunteers for the Community Events Committee.

CMBR Madigan asked if the openings are advertised and City Clerk Bohon said they are on the City's website and in the newsletter.

City Administrator Moody asked Councilmembers to encourage their neighbors and friends that live in Roeland Park to volunteer for committees.

There was consensus to add this item to the Consent Agenda on the next Council agenda.

CMBR Fast said Mr. Gliniecki and Ms. Whitworth have both contributed a lot to the City for a long period of time.

9. Review Workshop and Business Meeting Efficiency by Steve Mauer

City Attorney Mauer said he has been asked by some of the Governing Body, staff and citizens how to speed things up so that the meetings do not last for hours. Mr. Mauer put together a memo which is included in the packet. One of his first recommendations is to thoroughly vet an item and have it thoroughly discussed before it is brought to a City Council meeting. He also said that many times things are pushed to New Business instead of going straight to the Consent Agenda. Tonight there was an item that was approved. CMBR Poppa had one question that he would like to see a provision on a contract that cites to both the anti-discrimination laws from the state statute and also the City Code. This could be done and put on the Consent Agenda before the next Council meeting. He also stated that it's just as easy to pull something off of the Consent Agenda as you can put it on. This would eliminate reoccurring discussions about issues already vetted.

Mr. Mauer also addressed the length of Council discussions. He stated that the Mayor calls for discussion again at the Council meeting at which point everyone feels obligated to state their position again and they have the same conversation over and over. When it got to the City Council meeting there should be no need for any more discussion.

He also stated that having audience participation and allowing members to speak during the City Council meeting can add to the length of the meeting.

Mr. Mauer recognized that the Governing Body is very smart, well-intended and problem-solvers. That want to identify a problem and on the fly try and fix it. There is a suggestion of rewriting an ordinance or rewriting or redrafting a contract which then creates more issues than less. If the Governing Body runs into a problem, send it back to staff, let them figure it out and bring it back before the Council.

CMBR Poppa stated in light of Mr. Mauer's comments he does not mind if the Roe Boulevard contract goes on the Consent Agenda.

10. Direction From Council Regarding Underground Stormwater Detention at The Rocks

City Administrator Moody provided a history of the project in the packet. The direction from Council was to put this out to bid. They have received pricing from Pyramid who is the grading contractor at The Rocks. They asked for a bid for some grading to the site. The grading is related to a driveway that leads from the lower level to the upper level. Pyramid provided a price of \$15,000, which is about half of the engineer's estimate. They asked for a price to do the stormwater detention facility. Pyramid stated they will not do the grading work if the City goes out for bid for the stormwater detention.

The potential problem with having a contractor come in and do the grading is there is a potential of additional survey work.

City Administrator Moody asked if the Governing Body would consider approving the stormwater detention facility as a change order to the Pyramid contract. Staff already has approval for a change order to do the sanitary sewer work and Pyramid who came in with a lower number after they got to see a set of final plans. Mr. Moody feels this is a good deal. Pyramid has not asked for any change orders and the only ones there have been are those that Council has requested. Pyramid has consistently provided numbers that have actually been at or below the estimate. SKW, the engineer for the site, feels confident in using Pyramid for this project.

There was Governing Body consensus to move this to the Consent Agenda. City Administrator Moody recommended adding this to New Business. They were to get bids for three different types of detention facilities and he would like the opportunity to explain to the Governing Body that if they have an option that is more expensive than the least expensive, but still within budget, he would like the opportunity to explain that.

11. Executive Session

MOTION: CMBR FAST MOVED AND CMBR JANSSEN SECONDED THAT THE GOVERNING BODY RECESS INTO EXECUTIVE SESSION UNDER THE ATTORNEY-CLIENT PRIVILEGE EXCEPTION TO THE OPEN MEETINGS ACT IN ORDER TO RECEIVE LEGAL ADVICE, WITH THE OPEN MEETING TO RESUME IN THE COUNCIL CHAMBER AT 9:20 P.M. (MOTION CARRIED 7-0)

MOTION: CMBR FAST MOVED AND CMBR POPPA SECONDED THAT THE GOVERNING BODY RECESS INTO EXECUTIVE SESSION UNDER THE ATTORNEY-CLIENT PRIVILEGE EXCEPTION TO THE OPEN MEETINGS ACT IN ORDER TO RECEIVE LEGAL ADVICE, WITH THE OPEN MEETING TO RESUME IN THE COUNCIL CHAMBER AT 9:30 P.M. (MOTION CARRIED 7-0)

II. COMMITTEE MINUTES:

There were no minutes given.

III. ADJOURN

(Roeland Park Governing Body Workshop Adjourned at 9:30 p.m.)

Item Number: DISCUSSION ITEMS- II.-1.
Committee 2/5/2018
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 2/5/2018
Submitted By: Jennifer Jones-Lacy
Committee/Department: Finance
Title: **Presentation by Columbia Capital on Investment Management**
Item Type: Presentation

Recommendation:

For informational purposes only.

Details:

Adam Pope, Vice President at Columbia Capital, will provide a presentation on the City's investment portfolio and current market performance. His presentation is attached.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
☐ CC Presentation	Cover Memo

INVESTMENT MANAGEMENT

City of Roeland Park, Kansas

FIRM PROFILE

- ◆ Founded in 1996 | Investment Management from 1998
- ◆ Registered Municipal Advisor
 - ◆ Advice on 760+ municipal bond transactions
 - ◆ \$40 billion+ in par offered
- ◆ SEC-Registered Investment Adviser
 - ◆ \$555 million+ assets under management
 - ◆ Nearly all for local government clients, including those covered by Kansas State Statute
- ◆ 10 employees
 - ◆ 9 municipal advisors
 - ◆ 4 Series 65 investment adviser representatives
- ◆ Offices in Kansas City, Chicago, St. Louis

PERSONAL BIO

- ◆ Graduate of Clemson University with B.S and M.A. in Economics
- ◆ Assistant Economist at Federal Reserve Bank of Kansas City 2007-2013
- ◆ Columbia Capital Management 2013-Present
- ◆ Series 65 Investment Adviser Representative



IMPLEMENTING AN INVESTMENT PROGRAM

PHILOSOPHY

- ◆ We are in Mark Twain's camp:
 - ◆ The return *of* your principal is more important than the return *on* your principal
- ◆ Safety of principal is primarily assured by limited range of permitted securities
- ◆ Unscheduled redemption (liquidity) is the biggest threat to principal preservation (safety) for most public funds investors
- ◆ Proper portfolio design is the key to ensuring consistent portfolio results over time through most market environments (yield)

PHILOSOPHY

- ◆ Have a formal process
- ◆ Use a disciplined approach
- ◆ Use the full range of permitted investments



KANSAS PUBLIC FUNDS INVESTING STATUTES

K.S.A. 12-1675 - INVESTMENT OF PUBLIC MONEYS

- ◆ (c) - Bank First Look Requirement
 - ◆ Funds above FDIC insurance limit (\$250,000) must be collateralized as per K.S.A. 9-1402
- ◆ Once (c) is satisfied, allowed to use additional permitted investments
 - ◆ Bank Repurchase Agreements
 - ◆ US Treasury Securities
 - ◆ US Agency Securities
 - ◆ KMIP
 - ◆ Kansas General Obligation Securities
- ◆ Maximum Maturity of 2 Years

K.S.A. 12-1677B - EXPANDED POWERS

- ◆ Investment Policy approved annually by KMIP
- ◆ Same universe of permitted investments as 12-1675
- ◆ Maximum maturity of 4 Years

K.S.A. 10-131 - INVESTMENT OF BOND PROCEEDS

- ◆ No Bank First Look Requirement
- ◆ Permitted Investments
 - ◆ KMIP
 - ◆ US Treasury Securities
 - ◆ US Agency Securities
 - ◆ Kansas General Obligation Securities
 - ◆ Bank Repurchase Agreements
 - ◆ Money Market Funds (Must be Treasury or Agency Securities)
 - ◆ Investment Agreements



PERMITTED INVESTMENTS

US TREASURY SECURITIES

- ◆ Backed by Full Faith and Credit of the United States
- ◆ Treasury Bills
 - ◆ Zero Coupon
 - ◆ Sold at a Discount
 - ◆ Mature in under 1 year
- ◆ Treasury Notes and Bonds
 - ◆ Fixed Coupon
 - ◆ Sold at a discount, premium or par
 - ◆ Mature up to 30 years

US TREASURY SECURITIES

- ◆ Prices are quoted in 32nds of a dollar
 - ◆ $100.08 = \$100 + 8/32 \text{ of a dollar} = \100.25
- ◆ Actively traded securities can also be quoted in 64ths of a dollar
 - ◆ $100.08+ = \$100 + 8/32 \text{ of a dollar} + 1/64 \text{ of a dollar} = \100.265625

US AGENCY SECURITIES

- ◆ Some have an explicit guarantee of the US Government
- ◆ Those that do not thought to have an implicit guarantee
- ◆ Agencies
 - ◆ Federal National Mortgage Association (FNMA) - “Fannie Mae”
 - ◆ Federal Home Loan Mortgage Corporation (FHLMC) - “Freddie Mac”
 - ◆ Federal Housing Administration (FHA)
 - ◆ Federal Home Loan Banks (FHLB)
 - ◆ Federal Farm Credit Banks (FFCB)
 - ◆ Tennessee Valley Authority (TVA)

US AGENCY SECURITIES

- ◆ Discount Notes
 - ◆ Zero Coupon
 - ◆ Sold at a discount
 - ◆ Mature in under 1 year

- ◆ Bullets
 - ◆ Fixed Coupon Rate
 - ◆ Non-Callable
 - ◆ Mature up to 30 years

US AGENCY SECURITIES

- ◆ Callables
 - ◆ Fixed Coupon
 - ◆ Can be called based on redemption provision (One time, monthly, quarterly, annually or continuous)
- ◆ Steps
 - ◆ Initial coupon for first period and then “steps up” each subsequent period
 - ◆ Steps happen at regular intervals (semi-annually, annually, etc.)
 - ◆ Often callable at the step date

KANSAS GENERAL OBLIGATION SECURITIES

- ◆ General Obligation Bonds or Notes issued by any county, township, city, municipal university, school district, community college, drainage district and any other taxing district or political subdivision of the state.
- ◆ Backed by ad valorem taxes which may be levied without limitation as to rate or amount to repay the obligations.
- ◆ Pre-refunded obligations have been advanced refunded and are secured by an irrevocable escrow of government securities.



CITY OF ROELAND PARK - INVESTMENT EARNINGS

CITY OF ROELAND PARK INVESTMENT EARNINGS

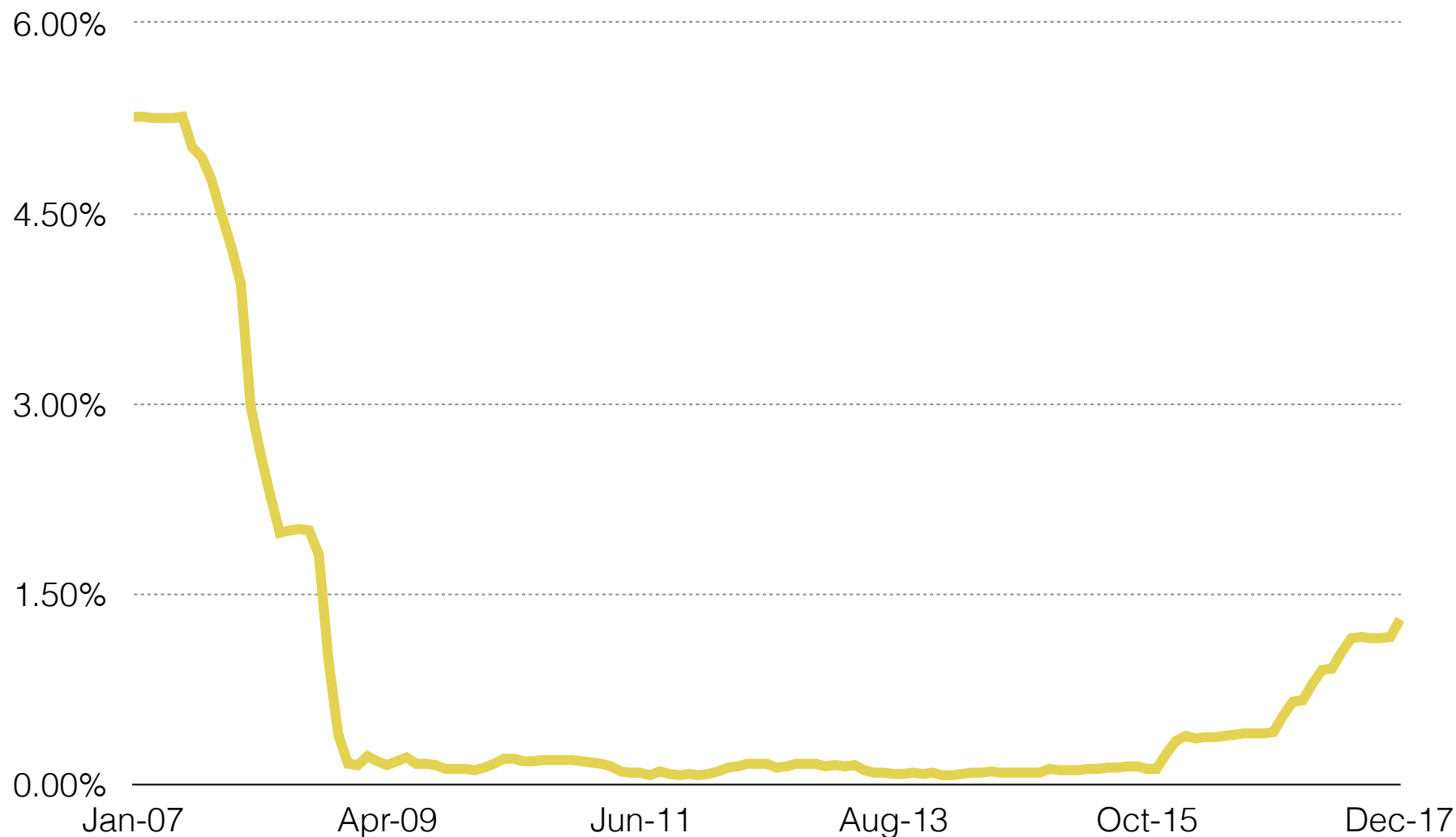
Year	Earnings
2015	\$209
2016	\$50,484
2017	\$73,788

- ◆ Earnings includes net interest payments and discount note earnings
- ◆ Accounting procedures require City to book Unrealized Gains/Losses each year



2018 OUTLOOK

FEDERAL FUNDS RATE 2007-PRESENT



OUTLOOK FOR INVESTMENT OF PUBLIC FUNDS

- ◆ Portfolio construction in a rising interest rate environment
- ◆ Continued flattening of the yield curve
- ◆ Impact of Tax Reform on the relative price of securities

Thank you for your time!

Questions?

Adam Pope
Columbia Capital Management, LLC
913.312.8064
apope@columbiacapital.com

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



City of Roeland Park

Action Item Summary

Date: 2/5/2018
Submitted By: John Jacobson, Building Official
Committee/Department: Neighborhood Services
Title: **Residential Design Standards Review**
Item Type: Other

Recommendation:

For Council review, discussion and determination of next steps.

Details:

Staff was asked to answer several questions relative to redevelopment in the community. These questions were driven from multiple tear down and rebuild projects over the last 12 months.

Given that the real estate market appears to be ascending to a point experienced by other local communities, it makes sense that basic policy review over standards may be necessary to accommodate potential issues created by such development.

Staff has put together a short presentation reviewing each question, the corresponding code section and suggesting potential solutions for each issue. Substantial policy review and probable change is anticipated in the next 24 months and logically, each corresponding policy should be complimentary of another, each accomplishing a component of the vision outlined in the community's comprehensive plan.

Notes sheets for each slide will be made available to each council member to review at their discretion.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
 Residential Design Standards	Cover Memo

POLICY REVIEW REDEVELOPMENT

CITY COUNCIL INQUIRY- POLICY REVIEW



COUNCIL INQUIRIES

SAFETY

- **“STORMWATER** runoff issues (exacerbated by regrading to accommodate things like Pools sand sport courts or larger home foundations or removal of mature trees and landscape “
- **“ASBESTOS ABATEMENT** prior to demolition of these older homes to alleviate the release of those toxins into the air during demolition”
- **“Rules regarding the protection of residents from features placed on these properties. For example- gates, alarms and fences placed around pools and water features and noise blocks or ordinances to protect neighbors from the noise created by sport courts and other outdoor entertainment features on these properties where the house is starting to take up most of the lot size so any entertainment feature winds up quite a bit closer to the neighbors’ homes than prior to the new build.”**

COUNCIL INQUIRIES CONTINUED..

AESTHETICS

“Use of quality materials (from framing to windows to doors to siding etc.)”

“Maintain aesthetic of neighborhoods. While we realize there is no one “look” to a Roeland Park home having a few more guidelines for what it means to “compliment current homes” so that there isn’t such a disparity in the look of the new builds from the classic homes here.”

“The removal of mature vegetation and trees in order to accommodate the size these homes or to make the build easier leaving the lot barren of mature trees causing a landscape where tall shade trees are a rarity.”

STAFF RESPONSE

STORMWATER

Stormwater requirements vary widely from lots going through the platting process versus already platted lots that are demo/build projects. In the absence of platting the requirements for the affected parcels stormwater runoff regulations are substantially less.

- ✓ Currently, silt fence is required to be present before a notice to proceed with grading is allowed. The intention is to contain disturbed materials onsite.
- ✓ Developed lots are managed to accommodate a 45% IMPOERVIOUS SURFSACE maximum. In general terms, *post developed runoff is decreased by routing a large portion of roof drainage to the street.* The lots were zoned for SFD construction at the time of platting and while staff attempts to minimize impacts to adjoining properties some increase in runoff should be expected in post development condition.
- ✓ Properties that are in lower geographic areas will logically receive *some* surface runoff from higher properties in the water shed. The requirement to install sod prior to a certificate of occupancy and mandating gutter and sump pump termination within the yards are also attempts to control runoff *at the property line.*
- ✓ In extreme cases where defined drainage problems are known to be present in a particular area, staff would ask the developer's engineer to achieve a "zero net increase" in a post developed condition and utilize a conservative coefficient in the design process.

Incremental detention on a lot by lot basis should not be encouraged and can create a series of unmanageable downstream flooding conditions for other residents. A regional approach to stormwater management is a more desirable management practice.

- **Potential Solutions** - If substantial flooding problems exist in specific areas of the community a potential improvement plan through a storm water utility could be systematically pursued in phases from most impacted to least. Logically, a *regional* approach to detention/ treatment could and should be sustained.



ASBESTOS

“ASBESTOS ABATEMENT prior to demolition of these older homes to alleviate the release of those toxins into the air during demolition”

- Abatement protocol for residential structures is clearly omitted in state and federal guidelines. Only *commercial* demolition is required to have state certification in local code.



Potential Solutions: Persons or companies performing demolition projects are encouraged to follow federal guidelines for abatement and can be sent to the KDHE website. Resources can be made available to each applicant at the time of permit issuance. Care should be taken to make sure potentially contaminated materials are not demolished into a *friable* condition.

PROTECTION / BUFFERING

- **“Rules regarding the protection of residents from features placed on these properties. For example- gates, alarms and fences placed around pools and water features and noise blocks or ordinances to protect neighbors from the noise created by sport courts and other outdoor entertainment features on these properties where the house is starting to take up most of the lot size so any entertainment feature winds up quite a bit closer to the neighbors’ homes than prior to the new build.”**



PROTECTION/ BUFFERING TREATMENTS

- ✓ If substantial danger exists as a result of permitted construction the building inspector has the authority under current code to require that the site be secured.
- ✓ Currently there are very few code required protections for pools, hot tubs or similar features. Staff would recommend a minimum 6’privay fence on such structures with A LOCKABLE GATE. Additionally, landscape buffering/ berming may be an appropriate barrier for noise / use concerns. Bear in mind, that any remediation for a perceived problem comes with inherent concerns of its own. Fences, gates, landscaping etc. change drainage patterns on/in yards and can impact neighborhood drainage patterns as well.
- ✓ Roeland park has a noise ordinance like most communities and excessive noise can be addressed through the existing ordinance.

AESTHETICS

POLICY SUMMARY: CURRENTLY, GENERIC REGULATIONS THAT REFERENCE COMPATIBILITY AND “QUALITY OF DESIGN” ALLOW SOME OVERSIGHT OF BUILDING MATERIALS.

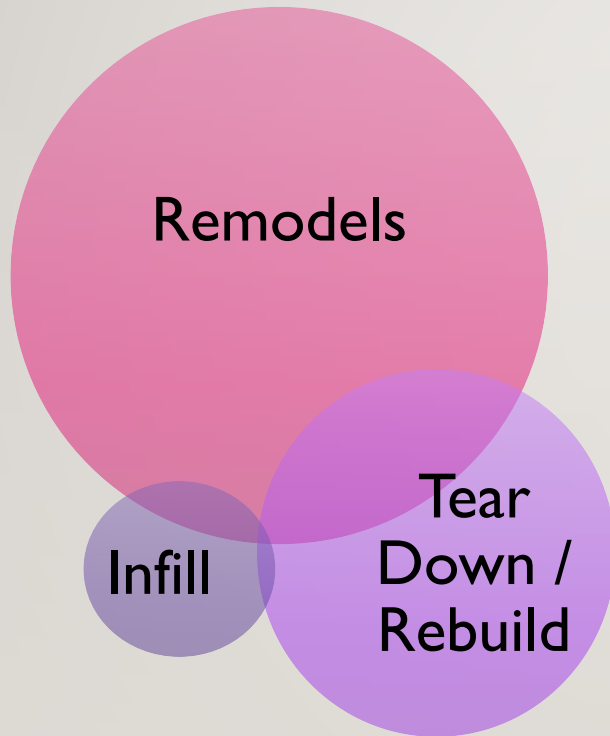
Related Code Reference:

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

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

- **Potential Solution:** Small Changes to incorporate three simple elements into the architectural requirements. These components could be: Shake shingle as fascia, a stone component and horizontal lap siding. These materials are found in nearly every façade in Roeland Park. If a more finite review process is desired, an *Architectural Review Board* may be a viable alternative to staff review.
- Potential Policy Changes to reflect a more defined architectural style
 - An *Architectural Review Board* can be formed with residents. Other jurisdictions in NE JC currently use ARB's in their development process.
 - **An ARB adds length to the development process and will always be subjective.**
 - Typically, appeals to an ARB decision are taken through the BZA process.
 - Builders could be incentivized to maintain established tree growth through a creative process allowing a slight increase in impervious materials or similar element and /or ARB site plan approval could be part of the ARB review process.

DEVELOPMENT ACTIVITY 2016-2017



- Remodels
- Tear Down / Rebuild
- Infill

POLICY

- Wholesale code changes could be made during a rewrite of multiple policies
- Comp Plan and Zoning Regs anticipated to be rewritten in 2019
- Policy should be reflective of each of its components to establish a cohesive goal that is both attainable and prudent. Goal based visioning documents such as the Comprehensive Plan should be used as a passive base to form active policies such as zoning ordinances and relative sections of the city code.

Policy Question	Recommend Change	Utilize Existing Policy
Stormwater	No	Yes
Materials	Not at this time	Yes
Safety	No	Yes

QUESTIONS?

Item Number: DISCUSSION ITEMS- II.-3.
Committee 2/5/2018
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 2/2/2018
Submitted By: Jose Leon, Director of Public Works
Committee/Department: Public Works
Title: **Leaf Pickup Program Discussion**
Item Type: Presentation

Recommendation:

To review the 2017 Leaf Pickup Program and to discuss the recommended changes to the program going forward.

Details:

Staff has developed two presentations for the governing body. The first is a review of the 2017 Leaf Program. The second presentations is a list of recommended changes to the Leaf Pickup Program in Roeland Park going forward.

How does item relate to Strategic Plan?

N/A

How does item benefit Community for all Ages?

N/A

ATTACHMENTS:

Description	Type
❑ 2017 Leaf Pickup Program	Presentation
❑ Leaf Program Recommended Changes	Presentation
❑ 2017 Leaf Program Costs	Backup Material
❑ Automated Single User Vacuum Truck Project Costs	Backup Material

2017 Leaf Pickup Program - Review

City of Roeland Park, Kansas



2/2/2018



Presentation Format

- 
- ▶ Review of 2017 Leaf Program
 - ▶ Schedule, Participation, and Challenges
 - ▶ Mechanical Issues Highlighted – What went wrong?
 - ▶ Foreign Debris in Piles – Who is to blame?
 - ▶ Moment of Appreciation
 - ▶ Cost Breakdown
 - ▶ Questions

2017 Leaf Pickup Program

➤ Schedule

- November 6th through December 20th (29 days) – Leaf Machine down 13 working days
- Each property received 3 opportunities for pickup
- Original completion date was Dec. 15th. Mechanical Issues caused 3 day of extended program.
- City of Westwood – November 27th, City of Westwood Hills – December 2nd

➤ Participation = 2,849 loads includes all 3 pickups.

- 2016 participation = 2,846 loads
- Loads = number of piles we removed from street.
- Residential properties in Roeland Park = 2,850

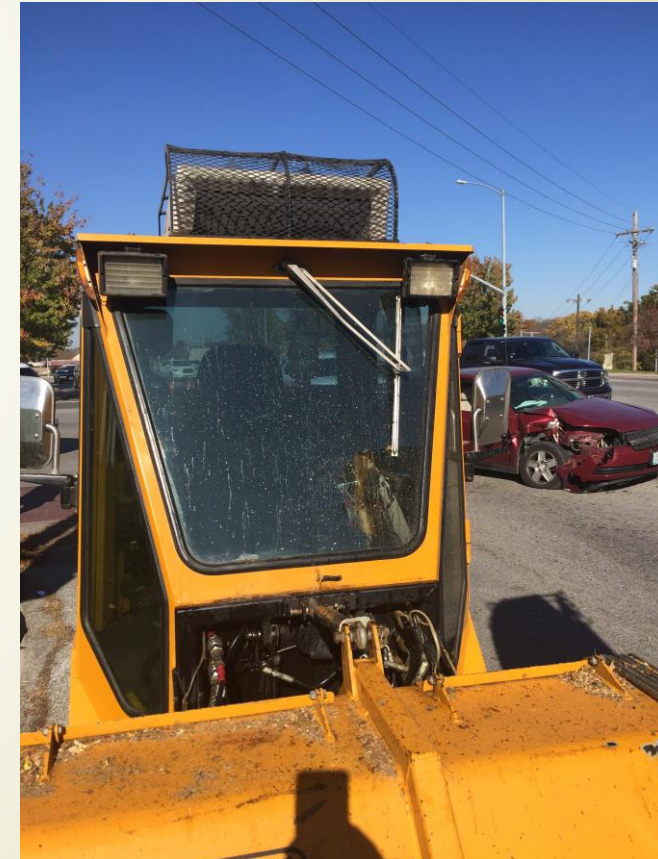
➤ Challenges

- Damage to Leaf Machine
- Nearly all leaves fell off trees in early November
- Using alternative inefficient equipment to maintain program
- Extension of program

2017 Leaf Pickup Program

➤ Issues

- November 8th – Leaf Machine damaged in vehicular accident.
- November 9th – 14th - Public Works switched to using a borrowed sweeper and City sweeper to continue program
- November 15th – Switched to using Big Wheel Loader and Skid Steer for more efficiency
- November 27th – Replacement Leaf Machine was back in full service
- December 2nd – Foreign debris damaged replacement leaf machine
- December 4th – Key Equipment repaired damaged parts

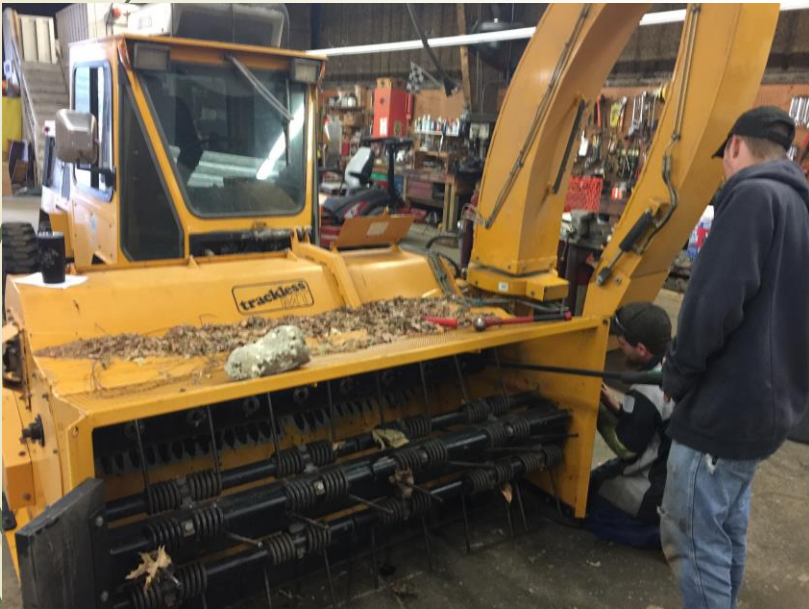


2017 Leaf Pickup Program



- Key Equipment provided sweeper
- Used City owned sweeper
- Used alternative equipment
- Key Equipment was instrumental in finding replacement machine
- Leaf Machine down 13 working days

2017 Leaf Pickup Program



- ▶ Leaf Machine Damaged again while PW Staff was in Westwood Hill
- ▶ Key Equipment again was respondent and replaced damaged parts with old leaf machine parts



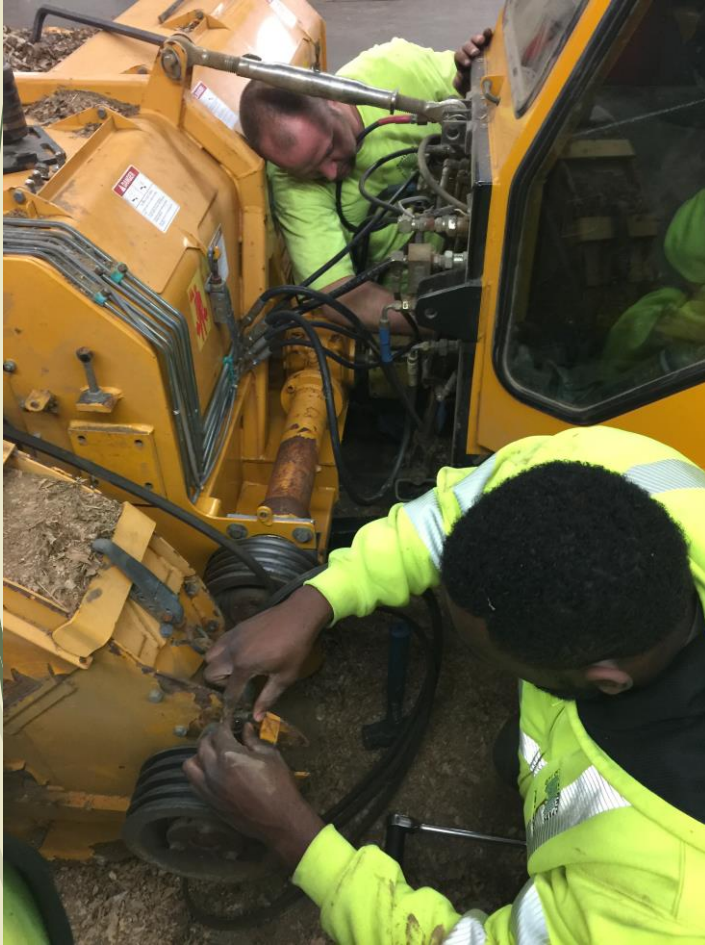
2017 Leaf Pickup Program



- Foreign debris in piles was heavy in 2017
- Staff believes contractors and negligence are to blame
- This issue costs the City money and lots of time

2017 Leaf Pickup Program

Moment of Appreciation for PW Staff and Key Equipment Staff



- ▶ The amount of time and dedication to find alternative solutions while working to find replacement machines and fix our existing equipment always present in 2017.
- ▶ Many thanks to Key Equipment and our own PW Staff for their efforts. Completion of program no easy task in 2017

2017 Leaf Pickup Program

➤ Cost

- Personnel = \$41,966.66 includes regular & overtime hours (not included Insurance reimbursement \$4,225.31)
- Equipment = \$15,663.29 annual depreciation times percentage of usage for all equipment
- Leaf Disposal = \$8,623.19 combination of dumpsters and Missouri Organics site (KCK)
- Fuel = \$17,069.05 fuel receipts
- Misc. Cost = \$1,382.02 sweeper water usage, mailers, newsletter, maps

➤ Total Cost = \$87,846.84

➤ Participation = 2,849 properties

➤ \$30.83/pickup

- ▶ A
- ▶ $\#$

- ▶ A
- ▶ $\#$

- ▶ A
- ▶ $\#$

2017 Leaf Pickup Program



➤ Recap

- 2017 Leaf Pickup Program provided each resident the opportunity for 3 leaf pickups
- Damaged equipment and inefficient backup resources caused a 3 working day extension to the program
- Foreign debris were a large issue
- Program was completed on Dec 20th. Huge achievement given setbacks!



2017 Leaf Pickup Program



QUESTIONS?

RECOMMENDED CHANGES TO LEAF PICKUP PROGRAM

City of Roeland Park, Kansas

2/2/2018



Format

- Why the need to change?
- Highlight Concerns
- Staff Research Results
- Highlight Options
- Recommendation & Cost
- Recap
- Questions



Why Change?

- CIP shows new Trackless and Leaf Attachment purchases in 2019
 - Combined \$170,000 purchase for equipment
- Evaluation Identified
 - Roeland Park is unique to offer program
 - Vehicular travel is a concern
 - Water quality and air quality is a concern
 - Foreign objects damaging equipment costs City thousands of dollars
 - Equipment resources used for multiple (seasonal) programs
 - Uses 5 of 7 PW staff members to complete program
 - What else could staff be doing during this time?
 - Overall cost of program is more than City budgets

Existing Program Concerns – Traffic Hazards



- Narrowed lanes create traffic hazards
- Particularly dangerous in the evening
- Frustration among residents when vehicles drive through piles
- Slows down emergency response
- Limits public parking along streets

Existing Program Concerns – Clogged Inlets



- Environmental impacts to water ways and inhabitants
- Surface street flooding
- Potential for private property flooding
- Path of least resistance

Existing Program Concerns – Street Flooding



CATCH THE BASIN



How *you* can help prevent street flooding in New Orleans!

The City of New Orleans is launching “**Catch the Basin**,” a citizen-led initiative to reduce the risk of residential street flooding. Catch basins, also known as storm drains, are the street-level openings to our City’s drainage system. Catch basins become clogged with leaves, trash, and grass clippings, and when water can’t drain into the catch basins, street flooding occurs.



Clogged catch basins cause street flooding



Cleaning your catch basin is an easy way to reduce street flooding

In our research no other community with a leaf program asks for their residents to place leaves in the street.

We should not be that unique.

Help Prevent Local Street Flooding

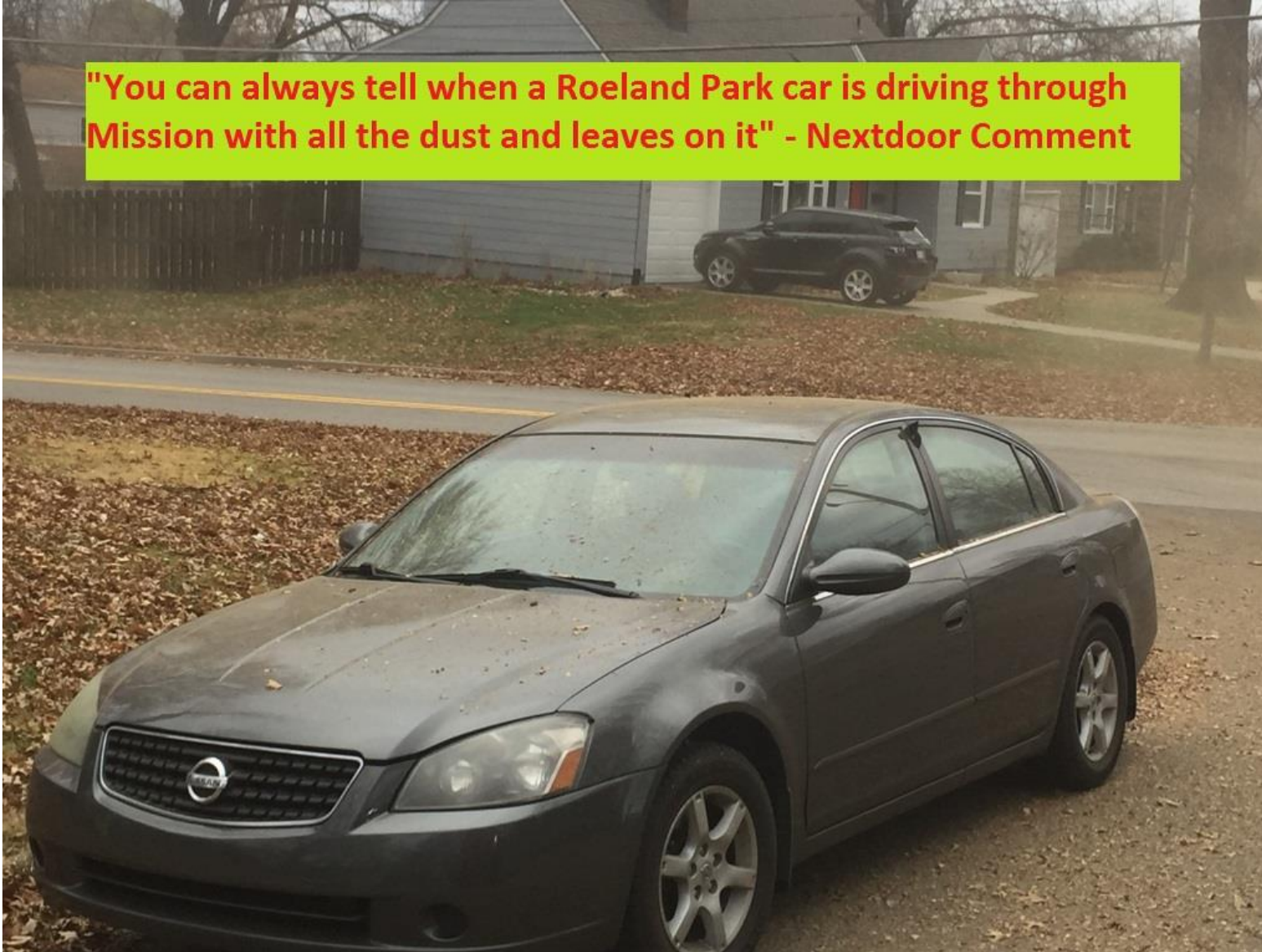


- 1 Grab a rake, gloves, boots, and a bin to collect leaves to keep storm drains free of debris.
- 2 Place the raked leaves in your yard waste bin or compost pile, or take them to the free Fall Leaf Haul event from 9 a.m. to 3 p.m on the following dates: **November 18 and December 2, 2017**. This year’s location is at Brown’s Island (2895 Faragate St. S., Salem, Oregon 97302).
- 3 If standing water persists after you have removed the debris, call City of Salem Public Works Dispatch at 503-588-6311.

CITY OF *Salem*
AT YOUR SERVICE

Existing Program Concerns – Air Quality

"You can always tell when a Roeland Park car is driving through Mission with all the dust and leaves on it" - Nextdoor Comment



- Environmental impacts to air quality during dry seasons
- Poor air quality creates poor working conditions
- Public resources leaving dust through neighborhoods on cars and houses
- Danger when dust is too thick

Existing Program Concerns – Working Conditions

Can you see the dump truck?



Air Quality is a concern

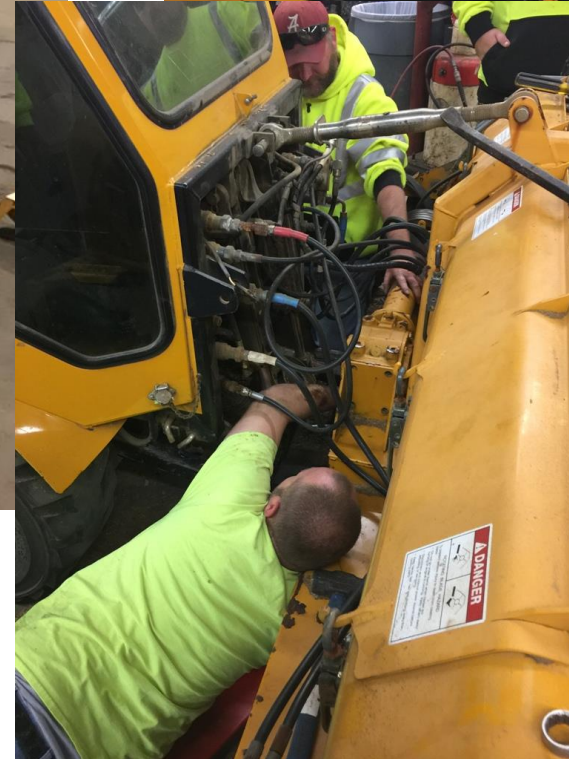


Existing Program Concerns



Leaves placed in street create opportunity for accidental foreign objects, which also creates the opportunity for purposeful foreign objects. Our existing equipment only knows the difference when it is too late, most of the time. This method costs the City thousands annually.

Existing Program Concerns



PW staff and our equipment maintenance vendor spend hours (sometimes days) fixing this machine because of the many things that could go wrong at any time.

Existing Program Concerns – Unpredictable



- Existing program uses equipment necessary for snow removal. This creates slower response time when storms are taking place
- The seasons are unpredictable and leaves in street can cause issues if it is necessary to plow streets. This causes a huge mess in our streets!
- Photo taken after plowing during leaf pickup program

Existing Program Concerns - Staff Resources

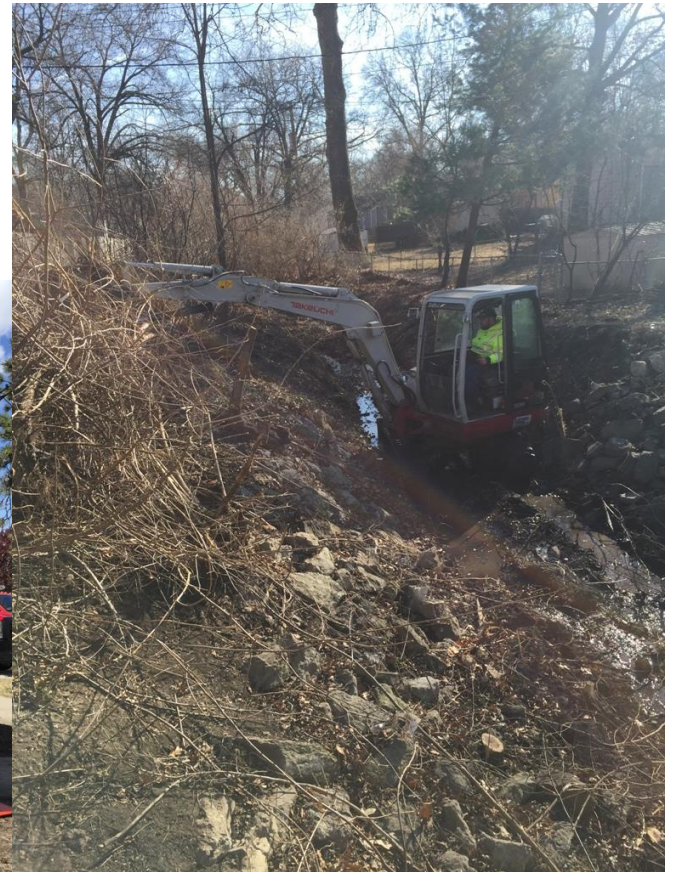


- Existing program needs 5 operators
 - 2 Dump Truck
 - 1 Leaf Machine
 - 1 Sweeper
 - 1 Loader (loading leaves)
- Public Works can accomplish more around City if using less resources for leaf program

Existing Program Concerns - Staff Resources



- What would PW do instead of leaf program?
 - Street Maintenance
 - Concrete Maintenance
 - Parks Maintenance
 - Green Space Preservation
 - Stormwater Ditch Cleanout



Research of other Alternative Programs

- Alternative 1 – Trackless Machine w/ Leaf Attachment
 - Leave program the same purchasing new equipment
 - Staff does not support this option as outlined previously
- Alternative 2 – Skid Loader with snow blower
 - Staff research found this to be unrealistic
 - Equipment vendors do not provide a snow blower on a skid steer
- Alternative 3 – Leaf Vacuum w/ roll off container
 - Staff research found several Cities have moved on from this
 - Inefficient method causing a slower program
 - Would still use similar number of staff resources
- Alternative 4 – Single User Automated Vacuum Truck
 - Staff visited and spoke with several Cities who use this method
 - Method provides for a single piece of equipment
 - Method removes leaves from yard, not street
 - Method only uses 1 Operator for pickup
 - Equipment would reduce number of foreign objects
 - Equipment would not be used for snow removal
 - Cost is projected to be less than existing program



Communities with Leaf Pickup Programs

- Cedar Rapids, Iowa (Vacuum Truck)
- Cape Girardeau, Missouri (Vacuum Truck)
- Geneva, Illinois
- Springfield, Illinois
- Urbana, Illinois
- Cartersville, Georgia (Vacuum Truck)
- Naperville, Illinois
- Burlington, Iowa
- Ferguson Township, Pennsylvania (Vacuum Truck)

Recommendation – Single User Automated Vacuum Truck

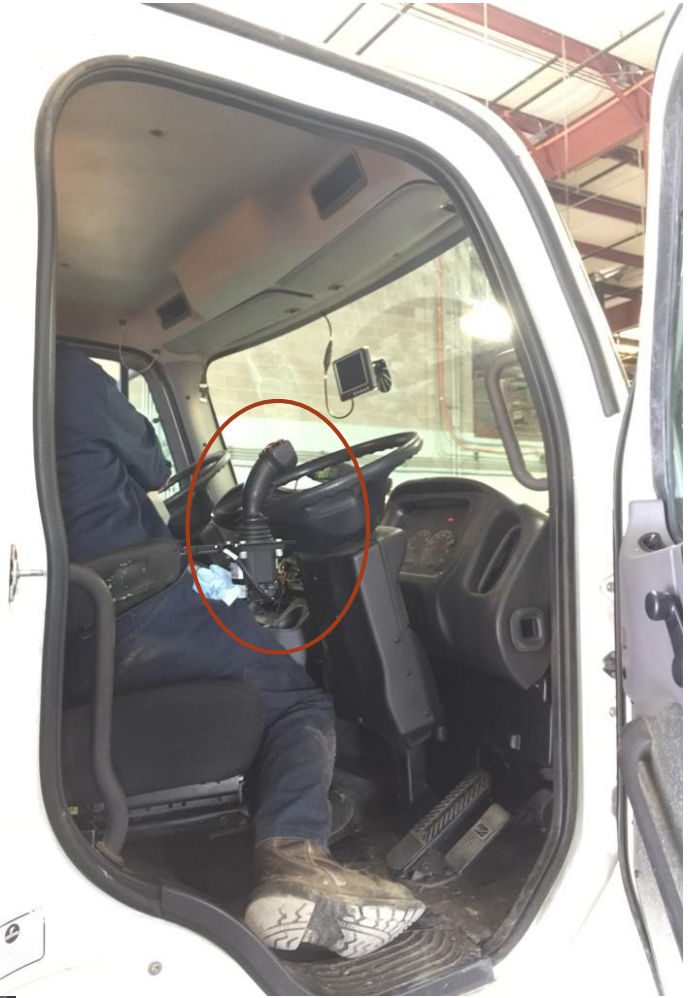


Cape Girardeau, Missouri

Cedar Rapids, Iowa



- End Dump
- Single User – Joy Stick Controlled
- 10' Vacuum Arm Extension
- Single purpose equipment



Cape Girardeau, Missouri Cedar Rapids, Iowa

- No Leaves in street
- Leaves kept in yards
- Water Quality protected
- Air Quality protected
- Staff Resources reduced
- Equipment not used for snow removal
- Foreign object impacts are minimal



Cost of Leaf Program - Comparison

2016 Cost

Staff	\$41,648.82
Equip.	\$15,692.17
Disposal	\$7,488.00
Fuel	\$2,002.01
M&R	\$15,320.31
Misc. Cost	\$1,768.30

Total = \$83,919.62

2017 Cost

Staff	\$41,966.66
Equip.	\$15,663.29
Disposal	\$8,623.19
Fuel	\$2,941.37
M&R	\$17,069.05
Misc. Cost	\$1,382.02

Total = \$87,645.59

2018 PROJECTED Cost

Staff	\$34,094.12
Equip.	\$16,951.83
Disposal	\$5,839.65
Fuel	\$1,275.55
M&R	\$10,024.95
Misc. Cost	\$2,811.50

Total = \$70,0997.60

The City will invest \$170,000 for new equipment purchases whether or not equipment changes. Staff used a conservative approach in developing the projected cost for a Automated Single User Vacuum Truck. In doing so, we found the largest saving was through staff because the Vacuum Truck alternative uses less staff resources. A estimated savings of nearly \$22,000 is found in the recommended approach going forward.

Recap

- *City is investing \$170,000 in leaf program equipment*
- *Staff evaluated existing and alternative methods*
- *Existing method causes many concerns*
- *Staff recommends*
 - *Develop a purpose of the program*
 - *Purchase a Automated Single User Vacuum Truck for Leaf Pickup*
 - *Sweep streets in final 10 days of the program*
 - *Maintain existing 6 weeks schedule to allow 3 pickups per property*
 - *Develop a informational pamphlet for new approach*
 - *Develop a informational video for new approach*

QUESTIONS?

*Notes: The 2017 program suffered many mechanical breakdowns which caused the Public Works staff to find alternative solutions to continue the leaf pickup program. The alternatives were inefficient causing the total program timeline to extend to 3 more working days. Although the City's leaf machine was damaged in a vehicular accident, the cost for replacement and extra overtime hours for making up lost time, were all reimbursed expenses to the City.

PW Operator cost per hour = $\$29.00 \times 1.15 = \33.35
 PW Superintendent cost per hour = $\$39.10 \times 1.15 = \44.96
 PW Director cost per hour = $\$46.09 \times 1.15 = 57.50$

Regular Rate per hour includes wages, benefits and 15% added for overhead. Overtime is

Schedule of program began on November 6th and continued to December 20th. Original completion date was December 15th, but mechanical issues caused a 3 day extension of the program. In total it was 29 working days.

Actual gallons of fuel used during the leaf program multiplied by the average fuel price per gallon.

101 Total Miles-938
102 Total Miles-527
201 Total Miles-557 Hours-Front-134 Rear-122
202 Total Hours-49
205 Total Miles-287/Total Hours-96
#204 Total Hours-48
#107 - 4 days

Customers	Cost Per Pickup
2849	\$30.76

Item Number: DISCUSSION ITEMS- II.-4.
Committee 2/5/2018
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 2/2/2018
Submitted By: Jose Leon, Director of Public Works
Committee/Department: Public Works
Title: **Leaf Vacuum RFP**
Item Type: Discussion

Recommendation:

Staff recommends the governing body allow staff to issue an RFP for bids on a Leaf Vacuum Truck for the leaf program.

Details:

Staff developed an RFP with specifications for a Automated Single User Vac Truck. These specifications are similar to the truck Cape Girardeau, Missouri uses in their program.

How does item relate to Strategic Plan?

N/A

How does item benefit Community for all Ages?

N/A

ATTACHMENTS:

Description	Type
 RFP Vac Leaf Truck	Backup Material



THE CITY OF ROELAND PARK, KANSAS
PUBLIC WORKS DEPARTMENT

Sealed proposals for the purchase of one (1) new 2018 or (current year manufacture) Truck Mounted Self-Contained Leaf Loader will be received by the City of Roeland Park until 10:00AM, Tuesday, February 27th, 2018, at the Roeland Park City Hall Building, 4600 W 51st Roeland Park, KS 66205 and at that time publicly opened and read.

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

The City of Roeland Park reserves the right to reject any and all bids and to waive any technicalities.

The bids shall not include taxes for which we are exempt.

Please contact Donnie Scharff, Public Works Superintendent at 913-722-5435 or dscharff@roelandpark.org for any questions.

Specifications for Truck Mounted Self-Contained Leaf Collector

Base Bid for Leaf Vacuum w/standard equipment \$ _____

Option 1. Bottom Exhaust for 25 cubic yard unit \$ _____

Option 2. Lightbar w/4 Front Facing Amber Led Lights \$ _____

Option 3. Hydraulic Rear Door Latches for Single \$ _____

Top Hinged Door

Option 4. Rear Color Camera w/5.6" Screen with audio \$ _____

Option 5. 3 axis (up/down; left/right & in/out) hose boom \$ _____

with proportional hydraulics

Option 5. LED Traffic Directional lightbar on Rear Door \$ _____

Option 6. Paint-Ford Race Red paint on cab/Hopper Box \$ _____

1.0 General

1.01 The intent of these specifications is to cover the requirement to manufacture a Heavy-duty one- man operated truck mounted self-contained debris collector that vacuums from the right (passenger) side of the unit.

YES _____ NO _____

1.02 The design of the unit shall incorporate the latest technology and engineering capabilities

YES _____ NO _____

1.03 All bolts have aircraft quality nylon lock nuts on the unit and any component this riveted shall use only stainless-steel rivets.

YES _____ NO _____

1.04 For superior strength and durability of the machine, tab, and slot construction procedures shall be used for all metal fabricated components.

YES _____

NO _____

1.05 The proposed unit shall be a current production model; proto type or obsolete units will not be considered.

YES _____

NO _____

1.06 The proposed unit bid must be a regularly manufactured unit with at least ten(10) references available within the past two years (please provide references with bid).

YES _____

NO _____

1.07 The leaf collection unit shall meet or exceed all OSHA, federal, and state regulations and requirements.

YES _____

NO _____

1.08 Each bidder must check either "Yes" or "No" for each section. If "Yes" is checked, bidder will be expected to supply exactly what is described. If "No" is checked, please provide a detailed explanation of the deviation, no matter how minor it may be. If the bidder fails to respond either "Yes" or "No", the bid will be rejected for non-compliance.

YES _____

NO _____

2.0 Power

2.01 A four-cylinder turbo charged diesel engine rated for a minimum 74HP at 2400 RPM's that complies with Tier III emissions provides the power.

YES _____

NO _____

2.02 The engine shall have replaceable wet type cylinder liners.

YES _____

NO _____

2.03 The engine is equipped with a 12-volt starter, alternator and heavy-duty air cleaner

YES _____

NO _____

2.04 A heavy-duty 6.62" diameter x 21" long muffler that is horizontally mounted shall be supplied

YES _____

NO _____

2.05 The engine sound rating shall be no higher than 80 dBs at 50 feet.

YES _____

NO _____

2.06 For maximum safety, a 4" diameter stainless steel exhaust pipe shall route the engine exhaust out of the underside of the unit.

YES _____

NO _____

2.07 To reduce the possibility of the radiator from becoming clogged with leaf dust, a pressurized "trash" style radiator shall be used

YES _____

NO _____

2.08 The radiator shall have a minimum of 3 cores to provide maximum cooling

YES _____

NO _____

2.09 For maximum engine cooling, an 18" diameter fan with 5" wide blades shall be provided.

YES _____

NO _____

2.10 The fan blades shall be at a 40-degree cord angle and are capable of producing 7,600 cfm to pull air through the radiator.

YES _____

NO _____

2.11 The radiator shall be equipped with a bottom hinged secondary screen.

YES _____

NO _____

2.12 The radiator screen shall be constructed out ½ "expanded metal backed with 1/8" hardware screening. The use of fine window screening is not acceptable due to lack of air that can pass through and the overall durability of it.

YES _____

NO _____

2.13 The secondary radiator screen shall be powder coated black to prevent corrosion.

YES _____

NO _____

2.14 The secondary radiator screen shall be held in place by two adjustable over-center clamps and can be opened and cleaned without powering down the unit.

YES _____

NO _____

3.0 Cab Mounted Controls

3.01 The auxiliary engine and hydraulic functions shall be controlled and monitored by an electronic control system with a master display module.

YES _____

NO _____

3.02 The master display module shall have s 3.5" transfective TFT full color display.

YES _____

NO _____

3.03 There shall be five navigation buttons and four “soft” function buttons to make interaction with the control simple for the operator.

YES _____

NO _____

3.04 The master display module shall be mounted on a swivel mount system in between the driver seats.

YES _____

NO _____

3.05 The swivel mount system shall allow the operator to rotate and tilt the display module for optimal viewing from either side of the cab.

YES _____

NO _____

3.06 The control system shall monitor the auxiliary engine’s RPM’s, water temperature, oil pressure, voltage and fuel.

YES _____

NO _____

3.07 The display module shall show electronic gauges for all the above engine functions.

YES _____

NO _____

3.08 The control system shall indicate when fuel supply reaches 5% reserve and will shut down the engine when a 2% reserve is reached.

YES _____

NO _____

3.09 For extra engine protection, the control system will shut the engine down immediately if the water temperature becomes too high or loss of engine oil pressure.

YES _____

NO _____

3.10 The following conditions will cause the control system to perform a safe engine shut down mode: turning the control system off; trap door on blower housing open; high hydraulic oil temperature; and low fuel.

YES _____

NO _____

3.11 The safe engine shut down mode function will automatically lower the engine’s rpm’s down to idle, disengage the clutch/PTO and allow the engine to run for approximately 30 seconds after a system error has occurred.

YES _____

NO _____

3.12 The control system will not let the clutch/PTO engage if the engine’s rpm’s are higher than 900 rpm’s.

YES _____

NO _____

3.13 The control system will automatically disengage the clutch/PTO if the engine has been running too long at idle.

YES _____

NO _____

3.14 There shall be a true “Emergency” kill switch located on the control panel the will shut down everything immediately.

YES _____

NO _____

3.15 The control system shall also oversee all hydraulic functions of the unit including the 3-axis hose boom, hydraulic dump and rear latches.

YES _____

NO _____

3.16 There shall be a provision that will not let the hopper door raise the load until the rear latches have been opened first.

YES _____

NO _____

3.17 The display module also has an emergency mode that will allow you to work all the hydraulic functions but will disable the clutch and engine rpm functions.

YES _____

NO _____

3.18 The control system shall also have the capability to log and store critical engine and hydraulic functions to assist with maintenance.

YES _____

NO _____

3.19 The control system shall have the capability of remote access via telephone modem for diagnostics.

YES _____

NO _____

4.0 Engine Enclosure

4.01 The engine is fully enclosed in a custom metal housing

YES _____

NO _____

4.02 The enclosure shall have front and rear access doors that protect the operators from the belts, fans, and moving parts.

YES _____

NO _____

4.03 Front and rear access doors shall have stamped louvers for optimum ventilation.

YES _____

NO _____

4.04 The top of the engine enclosure shall be completely removable without the use of tools; enclosures that are bolted together are not desirable,

YES _____

NO _____

4.05 All access doors shall be securely held in place by adjustable twist latches.

YES _____

NO _____

4.06 The top of the engine compartment shall have hinged doors for convenient access to the radiator cap and oil fill

YES _____

NO _____

4.07 Adjustable twist latches shall secure the top access door.

YES _____

NO _____

5.0 Fuel Tank

5.01 A 40-gallon minimum capacity fuel tank shall be supplied

YES _____

NO _____

5.02 The tank shall be constructed out of the strongest of cross link polyethylene resins and a roto-molded in a manner to have the wall thickness if 1/4 "over the entire surface of the tank.

YES _____

NO _____

5.03 Stainless steel, aluminum, or steel fuel tanks) are not desirable due to their corrosive nature and or their tendency to crack due to vibration with this type of machine.

YES _____

NO _____

6.0 PTO and Power Transmission Belt Drive

6.01 The power take off is a heavy duty spring loaded automotive type clutch with a 2 1/4" diameter hardened shaft.

YES _____

NO _____

6.02 PTO shaft shall turn on 2 roller bearings that are pressed into the housing.

YES _____

NO _____

6.03 The PTO shall be separate from the clutch assembly and bolt directly to the engine bell housing.

YES _____

NO _____

6.04 The clutch shall consists of an automotive style industrial quality 13" pressure plate and one-piece clutch disc.

YES _____

NO _____

6.05 All Clutch linkage must be on the outside of the housing so that it is not necessary to remove the clutch housing for adjustments.

YES _____

NO _____

6.06 Power is transferred from the engine to the impeller shaft via a 4-grooved power band belt.

YES _____

NO _____

6.07 Power band belt shall provide the suction fan with a 1:1 ratio with the engine PTO shaft speed.

YES _____

NO _____

6.08 The engine shall be capable of turning the suction impeller 2,300 RPM's when operating.

YES _____

NO _____

6.09 Both of the drive pulleys shall have a minimum diameter of 11"

YES _____

NO _____

6.10 The power band belt shall be constructed out of Kevlar the provide the maximum amount of life with minimal stretching.

YES _____

NO _____

6.11 To minimize belt stretching, the maximum distance between the engine PTO shaft and the impeller drive shaft shall be 18".

YES _____

NO _____

6.12 Means of adjusting the belt tension shall be by raising and lowering the height of the engine via four (4) threaded sleeves. Sliding the engine from side to side to adjust the belt tension is not desirable.

YES _____

NO _____

6.13 The engine base that supports the threaded adjustment sleeves shall have a minimum thickness of ½"

YES _____

NO _____

6.14 To aid the replacement of the power band belt, a cam rod shall be supplied so that the PTO end of the engine shall be capable of being raised a minimum of 1 ½".

YES _____

NO _____

7.0 PTO Safety Engagement System

7.01 The PTO and clutch shall be equipped with a non-electric safety engagement system that prevents abrupt engagement of the PTO at high RPM's Information MUST be provided with this bib packet item.

YES _____

NO _____

7.02 The PTO and clutch shall have an adjustable hydraulic cylinder that automatically ensures that every engagement is exactly the same no matter what operator activates it,

YES _____

NO _____

7.03 The assist cylinder shall be leak proof and incorporate a constant velocity speed control to

YES _____

NO _____

ensure precise engagement speed of the PTO every time.

7.04 Bidder shall supply a list of ten (10) references that are currently using a PTO safety engagement system on their unit, no exceptions.

YES _____

NO _____

7.05 For safety reasons, the operator must be able to completely disengage the drive mechanism while the engine is running; fluid drive couplers are not desired alternatives to the PTO safety engagement system.

YES _____

NO _____

8.0 Skid Main Frame

8.01 The skid frame is constructed of heavy-duty enclosed tubular steel, formed and welded for a properly balanced frame.

YES _____

NO _____

8.02 The frame is constructed out of 3" x 8" tubular steel with ¼" thick walls.

YES _____

NO _____

8.03 The skid frame is properly installed and mounted on the chassis frame by the successful bidder.

YES _____

NO _____

9.0 BE Series Box Container

9.01 The box has a usable inside capacity of not less than 25 cubic yards and is self-dumping.

YES _____

NO _____

9.02 Top of box is equipped three easily removable ½" expanded metal mesh screens with a smaller 1/8" metal screening on the inside of the box for proper ventilation. The use of larger size screening or dust tarps is not desirable.

YES _____

NO _____

9.03 The top screens slide into a channel and are bolted in place for ease of replacement.

YES _____

NO _____

9.04 Top screens shall be capable of being removed without requiring personnel to enter interior of the hopper.

YES _____

NO _____

9.05 Hinged access panels with over-center latches shall be provided to gain access to the top screens.

YES _____

NO _____

9.06 To ensure that all material exits the hopper during dumping cycle, both interior sides of the hopper shall be solid steel panels.

YES _____

NO _____

9.07 The box is constructed out of 12-gauge steel and shall be bolted to the platform floor should replacement be necessary.

YES _____

NO _____

9.08 The box is structurally supported by a minimum of for 3" channels vertically positioned on the sides and tied into cross members across the top. Units without top cross members are not desirable.

YES _____

NO _____

9.09 The interior walls of the box are smooth and the floor has drain holes to help eliminate additional water weight.

YES _____

NO _____

9.10 The floor of the box shall be supported by channel crossmembers.

YES _____

NO _____

9.11 The front of the box shall extend over the suction blower and engine to provide additional protection.

YES _____

NO _____

9.12 Front of the box shall be angled at approximately 45 degrees to provide a built-in brush guard to guide low hanging branches up and over the unit.

YES _____

NO _____

9.13 There shall be a 1/4 " thick abrasion resistant deflector and in-line deflector to insure proper settlement of leaves in the box.

YES _____

NO _____

9.14 There shall be metal duct work so to direct the exhausted air across the top of the box, down the sides and exit at the bottom of the unit.

YES _____

NO _____

9.15 At the final exit point of the exhausted air shall be angled inward towards the bottom center of the unit.

YES _____

NO _____

9.16 To help dissipate the exhausted air flow, the air exhaust ducting shall be at it largest opening at the final exit point of the system.

YES _____

NO _____

9.17 The box is equipped with a single hinged rear door securely fastened at the bottoms corners of the door.

YES _____

NO _____

9.18 The rear door shall have adjustable tension trusses on each side to maintain a proper seal.

YES _____

NO _____

9.19 The rear door latch mechanism shall be hydraulically controlled from inside the cab.

YES _____

NO _____

9.20 As a safety feature, the hopper shall not be able to dump unless the rear door latches have been opened.

YES _____

NO _____

10.0 Dumping Hoist

10.1 The box dumped via a scissors style lifting mechanism incorporating twin hydraulic cylinders capable of lifting 26.6 tons.

YES _____

NO _____

10.02 Both dumping cylinders shall have a 5" diameter piston with a minimum stroke of 27"

YES _____

NO _____

10.03 The lift mechanism is powered up and down. Single acting dump systems are not desirable.

YES _____

NO _____

10.04 The hopper shall be capable of dumping to not less than a 52 degree dump angle to assure that all material exits the hopper.

YES _____

NO _____

10.05 The rear dumping hinge assembly shall be a minimum of ½" thick steel with a 2" diameter pins.

YES _____

NO _____

10.06 The dumping hoist shall come standard with a five-year warranty provided by the hoist manufacture.

YES _____

NO _____

10.7 The dumping of the hopper shall be from within the cab and activated by the electronic control system.

YES _____

NO _____

10.8 There shall be a hydraulic check valve incorporated into the container box, dump

YES _____

NO _____

cylinders that prevents the box container from falling should a hydraulic line, hose, or fitting fail.

10.9 The hopper shall have a solid 2" diameter steel shaft mounted from the center of the hopper front floor to align with a guide system to realign the hopper and the blower housing when the hopper is lowered back down into the working position.

YES _____

NO _____

10.10 The unit shall be designed so that the hopper can't be raised until the rear door latches have been opened.

YES _____

NO _____

11.0 Hydraulic Systems

11.01 The unit shall be equipped with independent hydraulic systems to provide proper flow and pressure to the dump hoist, rear door latches and 3-axis hose boom assembly.

YES _____

NO _____

11.02 The unit shall have a gear driven hydraulic pump that directly coupled to the engines auxiliary drive. Belt driven or electric/hydraulic pumps are not acceptable.

YES _____

NO _____

11.03 Hydraulic speed for all boom functions will be adjustable from 0-100% by the control system.

YES _____

NO _____

11.04 There shall be a multi-port proportional valve body designed to operate all the hydraulic functions.

YES _____

NO _____

11.05 Each section of the valve body shall have electric solenoids to proportionally activate the proper hydraulic function.

YES _____

NO _____

11.06 The proportional valve shall allow for multiple hydraulic functions at the same time.

YES _____

NO _____

11.07 The hydraulic reservoir is supplied with a suction and return hydraulic filter.

YES _____

NO _____

11.08 Hydraulic tank shall be conveniently mounted on the side of the chassis frame and

YES _____

NO _____

include a sight gauge and fill cap that is easily accessible.

11.09 All hydraulic hoses shall be securely fastened with clamps and protective sheathing.

YES _____

NO _____

11.10 Hydraulic rubber hoses laying on the deck and not properly secured will not be accepted.

YES _____

NO _____

11.11 All hydraulic hoses shall be supplied with JIC swivel type fittings and straight thread o-ring fittings.

YES _____

NO _____

12.0 Suction Impeller

12.01 The impeller diameter shall be a minimum of 32" with 6 gusseted blades.

YES _____

NO _____

12.02 The blades are constructed out of 3/8" thick abrasive resistant steel with a Brinell hardness exceeding 360.

YES _____

NO _____

12.03 For maximum vacuum and superior wear characteristics, the suction blades shall be straight(flat) with no curve or cups formed in them.

YES _____

NO _____

12.04 The suction blades are to robotically welded to a backing plate.

YES _____

NO _____

12.05 The impeller back plate shall have a minimum thickness of 1/4".

YES _____

NO _____

12.06 The suction impeller blades shall be keyed and notched into the back plating.

YES _____

NO _____

12.07 Each impeller blade shall have fully enclosed gussets on the back side for support and shall be designed so material cannot accumulate on the gusset.

YES _____

NO _____

12.08 The suction impeller blades shall have a gently serrated tip to lower operating noise level.

YES _____

NO _____

12.09 The suction impeller shall be secured to the drive shaft via taper locking hub to provide a better-fit and easy removal.

YES _____

NO _____

12.10 The taper locking hub shall have a safety ring to protect it from direct impact of foreign material.

YES _____

NO _____

12.11 The suction impeller shall be both statically and dynamically balanced.

YES _____

NO _____

12.12 The suction impeller shall be stress relieved via Bonal stress relief technology. This will ensure the safest and most durable impeller. A copy of the Bonal stress report shall be supplied with the new unit.

YES _____

NO _____

13.0 Impeller Support Shaft(Belt Drive)

13.01 The impeller is supported by a minimum of 2 ¼ " diameter shaft.

YES _____

NO _____

13.02 The impeller shaft will be supported by two (2) 2-1/4" diameter bolt flange bearings.

YES _____

NO _____

13.03 The four bolt flange bearings shall have a double row of precision spherical roller bearings and shall utilize an eccentric locking collar to lock to the shaft.

YES _____

NO _____

13.04 The impeller bearings shall be heavy duty type with a minimum dynamic load rating of 26,500 pounds. Please indicate the dynamic load rating_____lbs.

YES _____

NO _____

13.05 The impeller bearings shall be heavy duty type with a static load rating of 31,000 pounds. Please indicate static load rating_____lbs.

YES _____

NO _____

13.06 The flange bearings shall be mounted to steel plates with a normal thickness not less than 7/16".

YES _____

NO _____

13.07 The flange bearings shall have a Teflon seal to prevent any foreign material from seeping through the blower-housing opening.

YES _____

NO _____

13.08 After the removal of the blower housing cover plate, the entire suction fan, shaft and bearings shall be removable as a complete assembly by the removal of only 8 bolts.

YES _____

NO _____

14.0 Blower Housing

14.01 Blower housing shall be located at the curbside of the truck and bolted in place.

YES _____

NO _____

14.02 The outer scroll of the blower housing is constructed out of 10-gauge steel.

YES _____

NO _____

14.03 The front and back plates of the blower housing are constructed out of 7-gauge steel.

YES _____

NO _____

14.04 The interior of the housing is equipped with a two-piece slip in liner constructed out of 1/4" thick abrasion resistant steel that requires no bolts.

YES _____

NO _____

14.05 An additional bolt in 1/4" thick liner with urethane coating shall be provided to protect the housing from material that gets carried over before it exits the housing.

YES _____

NO _____

14.06 An inspection/clean out door is provided with a safety kill switch that shuts the engine down when opened or improperly closed.

YES _____

NO _____

14.07 The inspection/clean out door shall be side hinged and require no more than two (2) nuts to remove to open.

YES _____

NO _____

14.08 The bottom of the blower housing shall have a drain to prevent water from accumulating when not in use.

YES _____

NO _____

15.0 Intake Hose

15.01 The intake hose shall be 16" in diameter x 144" long of heavy-duty wire reinforced flexible urethane hose with a wall thickness of 0.70".

YES _____

NO _____

15.02 The hose support tube shall connect to the metal hose support band wrapped around the hose for a secure and safe connection. The use of rubber or belting materials to support the weight of the intake hose is not desirable.

YES _____

NO _____

15.03 The intake hose is equipped with a 16" nozzle that is constructed out of 12-gauge steel.

YES _____

NO _____

15.04 The suction nozzle shall be connected to the boom assembly via an I-beam structure that is designed to pivot on both ends. The design provides a secure connection for both vertical and horizontal movement of the assembly.

YES _____

NO _____

15.05 The suction nozzle shall have wear strips welded to the bottom to prevent the nozzle from being sucked to the ground surface.

YES _____

NO _____

15.06 The suction nozzle shall be secured to the straight inlet via over-center clamp.

YES _____

NO _____

15.07 The hose shall be capable of pivoting forward or reward and secure itself to the unit for transport without removing the hose.

YES _____

NO _____

16.0 Exhaust Duct

16.01 A rectangular extension of the blower housing shall couple to the bottom side of the box that extends over the engine and blower housing.

YES _____

NO _____

16.02 There shall be 1.5" thick closed cell rubber gasket to ensure proper seal between and the blower housing and the box.

YES _____

NO _____

16.03 The rubber gasket shall be mounted to a transition piece that is easily adjusted to maintain a proper seal.

YES _____

NO _____

17.0 Hydraulic Boom

17.01 The intake hose boom shall be a 3-axis (in/out, up/down, & forward/reverse) that is hydraulically operated.

YES _____

NO _____

17.02 The boom assembly must be capable of having a 180 degree working arc that allows the hose to be pointed toward the front of the truck and swing all the way toward the rear of the truck.

YES _____

NO _____

17.03 The boom shall raise and lower by a hydraulic cylinder with a minimum 1-1/2"

YES _____

NO _____

diameter piston with a minimum stroke length of 12".

17.04 A double acting cylinder shall provide the in/out function of the boom assembly.

YES _____

NO _____

17.05 A hydraulic motor coupled to a single reduction spindle planetary wheel drive shall provide the 180 degree forward/reverse boom motion.

YES _____

NO _____

17.06 Single 2" diameter 4-bolt flange bearings shall support the 3-axis pivot shaft.

YES _____

NO _____

17.07 Adjustable boom "stop" shall be provided to limit the forward/reverse motion of the boom assembly.

YES _____

NO _____

17.08 The hydraulic boom shall be capable of working off the front bumper of the truck and store along the hopper.

YES _____

NO _____

17.09 Units that store along the passenger side of the cab are not desirable.

YES _____

NO _____

17.10 The pivot point of the boom shall include a bushing and grease fitting for proper lubrication.

YES _____

NO _____

17.11 The 3-axis hydraulic boom assembly shall be mounted directly over the center of the suction hose so that it can work freely to the front or rear of the unit.

YES _____

NO _____

17.12 The hydraulic boom shall be straight for maximum strength, booms with kinks or bends are not desirable.

YES _____

NO _____

17.13 For maximum strength, the first section of the boom shall be constructed out of a minimum of 4"x4"x1/4" tubing, with the second section out of 2"x3"x1/4" tubing.

YES _____

NO _____

17.14 The boom assembly shall be mounted to 4" square tubing H-frame that is attached to the 3"x8" main frame of the unit.

YES _____

NO _____

17.15 The entire H-frame assembly shall have a hinge assembly that allows it to swing

YES _____

NO _____

completely out of the way to gain full access to the blower housing.

17.16 Complete access for service and maintenance of the impeller and blower housing liners shall not require the removal of the suction hose or 3-axis boom assembly.

YES _____

NO _____

17.17 Boom controls shall be located inside the cab of the truck.

YES _____

NO _____

17.18 A 3-way joystick shall be used to control the functions of the boom assembly.

YES _____

NO _____

17.19 The joystick will determine how fast the desired boom function is based on how much pressure is applied to the joystick.

YES _____

NO _____

17.20 The joystick shall control the hydraulic boom functions up/down, in/out, and forward/reverse as well as each function speed.

YES _____

NO _____

17.21 The joystick shall have the ability to adjust the engine RPM's.

YES _____

NO _____

17.22 The joystick shall have the ability to raise and lower the hopper dump function.

YES _____

NO _____

17.23 The joystick must incorporate a "dead man" trigger that must be pulled to activate the joystick.

YES _____

NO _____

18.0 Mounting

18.01 The unit shall be mounted to the truck chassis using standard body mounting procedures.

YES _____

NO _____

18.02 The unit shall have two oak strips in between the truck frame and the unit frame along with any necessary mounting hardware shall be supplied.

YES _____

NO _____

18.03 Poly fenders shall cover the rear tires.

YES _____

NO _____

18.04 All wiring shall be run through protective looming and have protective rubber grommets when passing through steel openings.

YES _____

NO _____

18.05 There shall be a rear bumper mounted approximately 19" of the ground.

YES _____

NO _____

18.06 The bumper shall have four flush mounted LED type stop and taillights with turn signal indicators.

YES _____

NO _____

18.07 LED type clearance lights and red/white reflective tape shall be supplied.

YES _____

NO _____

18.08 At the rear of the unit (2) LED amber flashing lights shall be flush mounted within the skirting of the box container. Lights mounted on the rear doors of the unit are not desirable.

YES _____

NO _____

19.0 Paint

19.01 Automotive style paint shall be provided.

YES _____

NO _____

19.02 To provide a long-lasting paint job, all components must be painted prior to assembly. **No exceptions to the requirement.**

YES _____

NO _____

19.03 Units that have latches, bolts, nuts, wires, cables bearings, filters, or grease fittings painted will not be accepted.

YES _____

NO _____

19.04 The unit's engine shall be left the original color so no wires or labels are painted over. **No exceptions to this requirement.**

YES _____

NO _____

19.05 The entire unit must be painted with a finish coat including under the hopper decking and engine compartment.

YES _____

NO _____

19.06 All hardware shall be cadmium plated and left unpainted.

YES _____

NO _____

19.07 Each component shall be properly prepared, primed with an acid etching primer, then painted with two coats of the customer's choice of color.

YES _____

NO _____

19.08 The skid frame and underside of the container box shall be painted black.

YES _____

NO _____

20.0 Warranty and Manuals

20.01 The entire unit shall carry a one-year warranty for parts and labor against manufacturing defects and materials.

YES _____

NO _____

20.02 The engine and PTO clutch shall have a minimum two-year warranty.

YES _____

NO _____

20.03 An unconditional 30-day guarantee shall be submitted on the bidder's letterhead stating, "If the end user is not pleased or satisfied in the quality and performance of the proposed equipment within 30 day after delivery, a full refund including freight will be furnished to the customer."

YES _____

NO _____

20.04 Delivery shall be included in the cost of the unit.

YES _____

NO _____

20.05 Training videotape shall be provided showing maintenance and operating procedures.

YES _____

NO _____

20.06 Complete parts, operating and service manuals for both the unit and the engine shall be supplied on CD-ROMs.

YES _____

NO _____

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



City of Roeland Park
Action Item Summary

Date: 2/2/2018
Submitted By: Jose Leon, Director of Public Works
Committee/Department: Public Works
Title: **2017 & 2018 Street Maintenance Overview**
Item Type: Presentation

Recommendation:

To review the 2017 Street Maintenance Program and the 2018 Street Maintenance Program.

Details:

Staff has developed a presentation highlighting our 2017 Street Maintenance Program. Staff will also present and discuss the plan for 2018 Street Maintenance locations.

How does item relate to Strategic Plan?

N/A

How does item benefit Community for all Ages?

N/A

ATTACHMENTS:

Description	Type
2018 & 2018 Street Maintenance Presentation	Cover Memo

2017 STREET MAINTENANCE REVIEW 2018 STREET MAINTENANCE PROGRAM

City of Roeland Park, Kansas



2017 Street Maintenance Program

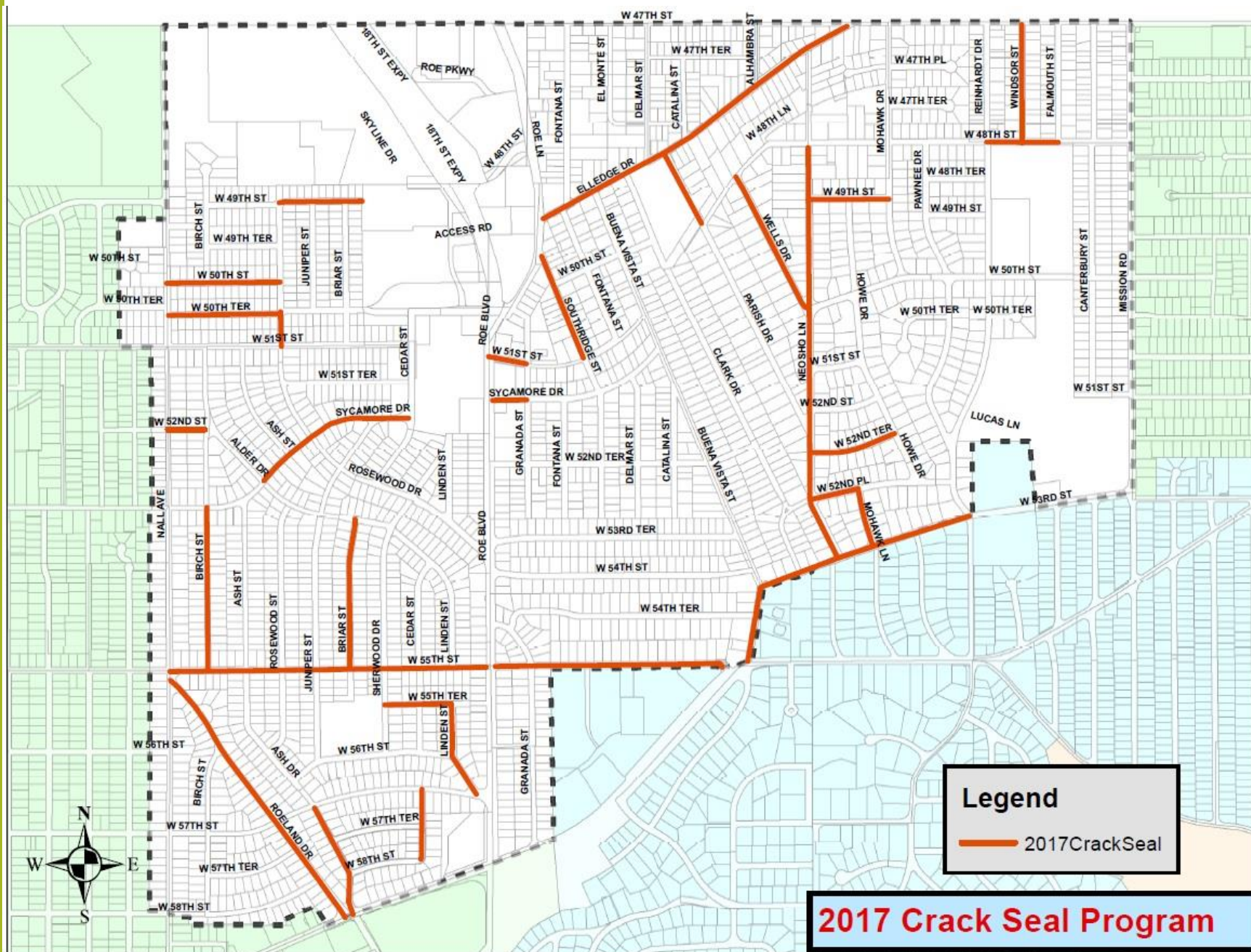
Legend

- 2017 Curb Repair Program 209.5 LF
- 2017 Surface Treatment 5.3 Miles (14.5%)
- 2017 InHouse Prep Work

- \$115,000 Special Infrastructure
 - In-House Efforts
- \$210,000 General Fund
 - Contracted Street Maint.
- Continue Chipseal Program
- Test Ultra-thin Bonded Asphalt Surface (UBAS) on 50th Terrace
- Maintain In-House efforts to meet required 4 Mile annually
- Begin In-House curb replacement program

2017 R&P Maintenance

- Routine & Preventative maintenance extends the life of our streets
- Routine maintenance focuses on streets maintained within the last 3-5 years
- Preventative Maintenance focuses on prepping streets for surface treatment
- We accomplished both in 2017



2017 In-House Program

- Prepare streets for surface treatment
- Focus on Good and upper portion of Fair streets
- Keep Good streets Good
- Remove and replace first 2"-4" layers
- Crackseal for better water infiltration protection



2017 In-House Program

- Total Materials Cost = \$87,000
- Total Man-Hours = 2,973
- 3.6 Miles maintained
- 10% of street network



THIS IS WHAT WE WANT TO SEE

2017 In-House Curb Repair Program



- New Program in 2017
- Replaced 209.5 LF of bad curb
- Experienced staff makes this possible
- Continue into 2018



2017 Chipseal



- Harbour Construction
- Cost = \$171,781.90
- Savings = \$1,484.88
- \$2.30 SY
- 5.3 Miles
- 14% street network
- Effective Strategy – Continue

2017 UBAS



- 5/8" Texture (mill) off top layer
- Large aggregate placement with oil
- Life expectancy 10 years
- Cost more than Chipseal (\$6-\$7 SY)
- Street base must be in good condition

2017 UBAS



- 50th Terrace, west of Pawnee
- Cost = \$26,944.00
- \$14.00 SY
- Effective Strategy – Continue in 2018
- Effective strategy especially for Culdesac's



QUESTIONS?

Item Number: DISCUSSION ITEMS- II.-6.
Committee 2/5/2018
Meeting Date:



City of Roeland Park

Action Item Summary

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

Recommendation:

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

Details:

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

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

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

location as well as theirs.

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

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

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

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



City of Roeland Park

PUBLIC WORKS RFP FOR PURCHASE OF A WHEEL LOADER

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

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

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

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

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

\$ 116,441.85

Pricing for Optional Equipment (per)

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

Optional Trade allowance on
1994 Cat 918F Wheel Loader

\$ 9,698.00

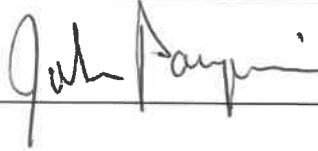
Proposal submitted by:

Name Foley Equipment Company

Address 5701 E 87th Street

Kansas City, MO 64132

Signature



SPECIFICATIONS FOR WHEEL LOADER

2.5 Cubic Yard Capacity, Four Wheel Drive, Articulated Loader

GENERAL

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

PRICING

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

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

QUICK COUPLER

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

RIDE CONTROL

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

CAPACITY

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

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

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

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

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

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

ENGINE

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

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

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

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

TRANSMISSION

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

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

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

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

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

Auto shift / Manual shift switch. ☒ Yes ☐ No

Transmission disconnect switch for brake pedal. ☒ Yes ☐ No

AXLES AND DIFFERENTIALS

Planetary type axles. ☒ Yes ☐ No

Fixed front. ☒ Yes ☐ No

Oscillating rear. ☒ Yes ☐ No

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

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

Auto Differential Lock ☒ Yes ☐ No

Dual Differential Lock Front and Rear Axles ☒ Yes ☐ No

BRAKES

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

A second brake pedal. ☒ Yes ☐ No

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

TIRES

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

ELECTRICAL SYSTEM

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

Two maintenance free Batteries. ☒ Yes ☐ No

Battery Master Switch. ☒ Yes ☐ No

Full LED Light Package. ☒ Yes ☐ No

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

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

☒ Yes ☐ No

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

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

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

Low engine oil pressure

Low brake system pressure

High temperature of coolant

High temperature of transmission

High temperature of hydraulic oil

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

☒ Yes ☐ No

HYDRAULIC SYSTEM

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

All In One Joystick operating controls. ☒ Yes ☐ No

Third valve all plumbed attachment ready. ☒ Yes ☐ No

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

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

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

Relief system pressure. ☒ Yes ☐ No

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

Pressurized hydraulic reservoir with sight gauge. ☒ Yes ☐ No

CAB

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

Heater/Defroster. ☒ Yes ☐ No

Air Conditioning. ☒ Yes ☐ No

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

Dome light. ☒ Yes ☐ No

Tinted safety glass. ☒ Yes ☐ No

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

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

Adjustable Armrests. ☒ Yes ☐ No

Seat belt. ☒ Yes ☐ No

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

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

Slip resistant steps and handholds. ☒ Yes ☐ No

12-volt auxiliary power point. ☒ Yes ☐ No

AM/FM radio. ☒ Yes ☐ No

FILTERS

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

MANUALS

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

ADDITIONAL EQUIPMENT

Full Fenders Rooding front and rear. ☒ Yes ☐ No

Transmission cooler. ☒ Yes ☐ No

Reverse warning alarm. ☒ Yes ☐ No

Hydraulic oil cooler. ☒ Yes ☐ No

Horn. ☒ Yes ☐ No

Vandal protection devices. ☒ Yes ☐ No

Tie down brackets. ☒ Yes ☐ No

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

Foot throttle. ☒ Yes ☐ No

Fixed drawbar/Recovery hitch. ☒ Yes ☐ No

Full counterweight. ☒ Yes ☐ No

Hinged, lockable engine side shields. ☒ Yes ☐ No

SMV emblem. ☒ Yes ☐ No

Articulation locking bar and pin. ☒ Yes ☐ No

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

WARRANTY

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

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

REPAIR PARTS AND SERVICE

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

To all bidders:

Please list the following information and submit with your bid:

Loader Make Caterpillar

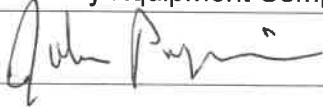
Loader Model 918M

Engine Model C4.4 ACERT

Engine Horsepower (Net) 114

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

Bidder: Foley Equipment Company

Signed: 

Address: 5701 E 87th Street

Kansas City, MO 64132

Phone: (816) 216-9727

Please list any exceptions to bid specifications:



Cat[®] 918M

COMPACT WHEEL LOADER

FEATURES:

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

Specifications

Engine

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

Engine (continued)

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

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



918M Compact Wheel Loader

Buckets

Bucket Capacities – General Purpose	1.3-1.9 m ³	1.7-2.5 yd ³
-------------------------------------	------------------------	-------------------------

Steering

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

Loader Hydraulic System

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

Hydraulic Cycle Times:

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

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

Service Refill Capacities

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

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

Transmission

Forward and Reverse:

Low Range, Speed Range 1*	10 km/h	6.3 mph
Low Range, Speed Range 2	20 km/h	12.5 mph
High Range	40 km/h	25 mph

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

Tires

Standard Size	17.5-25 12PR
Other Choices Include:	17.5-25 12PR L2
	17.5-R25 XHA * L3
	17.5-R25 * L2/L3 PC RM
	17.5-25 16PR L3, 3PC Rim
	17.5-25 GY L2/L3
	17.5-25 12PR L2, SNOW
	Flexport™

- Other tire choices are available. Contact your Cat dealer for details.
- In certain applications, the loader's productive capabilities may exceed the tire's tonnes-km/h (ton-mph) capabilities.
- Caterpillar recommends that you consult a tire supplier to evaluate all conditions before selecting a tire model.

Cab

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

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

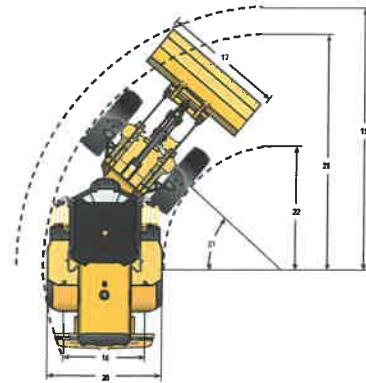
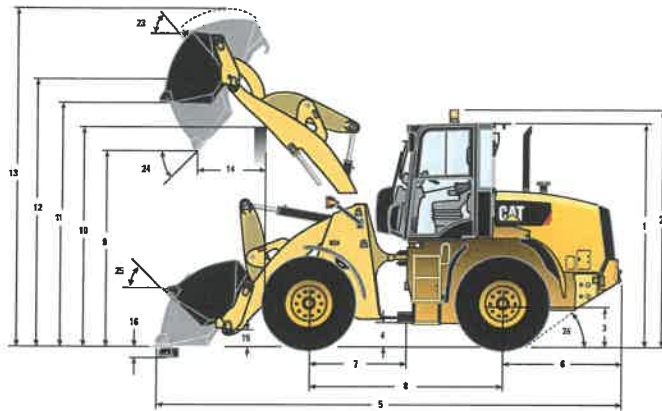
*The measurements were conducted with the cab doors and windows closed.

Axles

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

918M Compact Wheel Loader

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



*Vary with bucket. **Vary with tire.

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

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

918M Compact Wheel Loader

STANDARD EQUIPMENT

POWER TRAIN

- Cat C4.4 ACERT engine:
 - Common rail fuel injection
 - Tier 4 Final/Stage IV
- Caterpillar NO_x reduction system
- Fuel: Ultra Low Sulphur Diesel @ <15 ppm EPA/<10 ppm EU
- Engine oil: CJ-4
- Electric fuel pump with 4 micron filtration
- S-O-SSM port, transmission oil
- Hydrostatic transmission, 20 km/h (12.5 mph)
- Lube for life universal joints
- Forward – Neutral – Reverse on joystick
- 100% locking differentials
- Air cleaner, radial seal, dual filters
- Cooling fan, on demand
- Tires 17.5-25 12PR
- Integrated cyclone precleaner

LOADER END

- Parallel lift, optimized Z-bar loader

REGIONAL STANDARDS (as required)

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

HYDRAULICS

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

ELECTRICAL

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

FLUIDS

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

CHASSIS

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

OPERATOR ENVIRONMENT

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

OPTIONAL EQUIPMENT

POWER TRAIN

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

LOADER END

- Integrated tool carrier coupler
- Wide (ISO) coupler

HYDRAULICS

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

ELECTRICAL

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

FLUIDS

- Biodegradable hydraulic oil

CHASSIS

- Lockable toolbox
- Fenders, mud flaps

OPERATOR ENVIRONMENT

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

For more complete information on Cat products, dealer services, and industry solutions, visit us on the web at www.cat.com

© 2016 Caterpillar
All rights reserved

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

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

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





Optimize loadout, track productivity
and prevent overloading

LOADRITE Wheel Loader Scales

The LOADRITE Advantage



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

Superior weighing technology for consistency

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

Simpler user interface for easier operation

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

Active Tip Off to optimize truck loading

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

Customer-centric and machine-centric

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

Trusted weighing specialist

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



LOADRITE WHEEL LOADER PRODUCT RANGE:



Three year parts and one year service warranty



One year parts and one year service warranty.

L2180

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

L2150

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

The world leader in onboard weighing

LOADRITE LEADS THE WAY

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

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



What can loader scales bring to your business?

Increase productivity

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

Improve profits

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

Control costs

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

Benchmark operator productivity

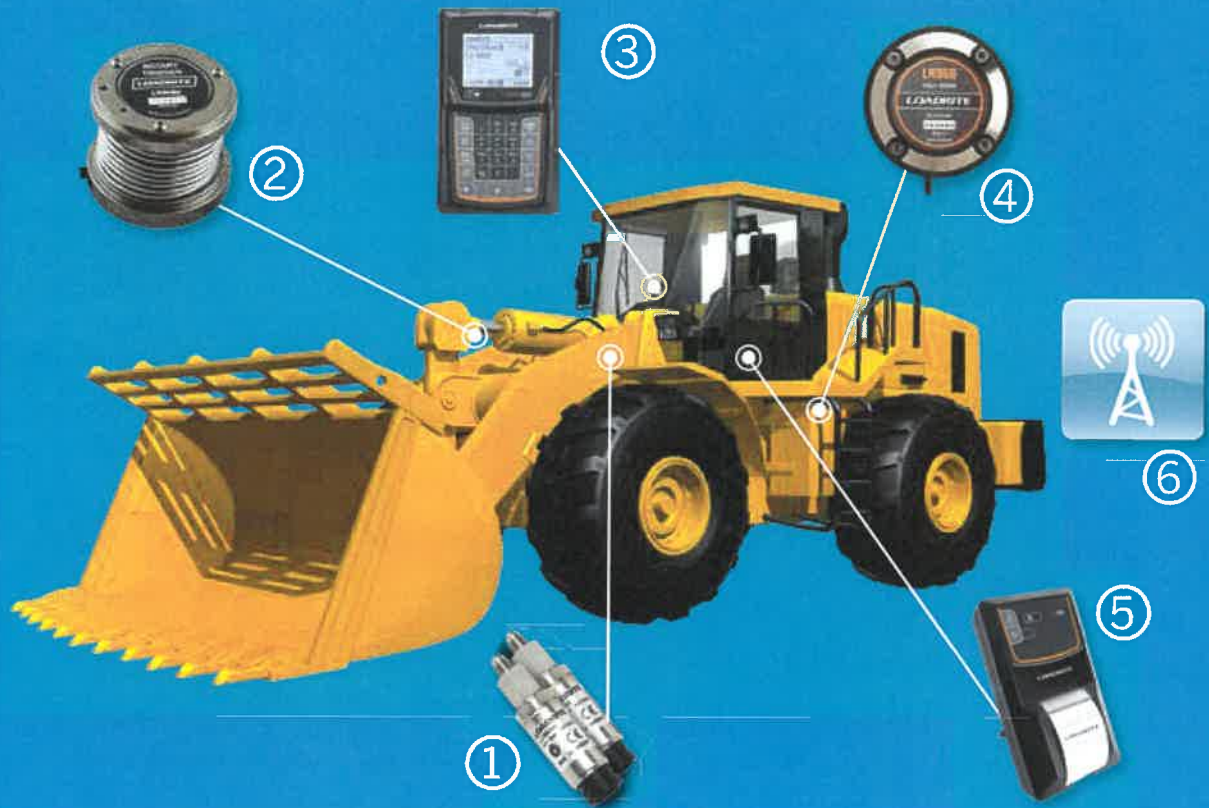
- ▶ Benchmark operator performance/efficiency
- ▶ Improve overall equipment effectiveness
- ▶ Monitor reasons for delays

Process improvement

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



HOW IT WORKS



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

Reporting solutions

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

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

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

PRINTER: LP930/LP950 (OPTIONAL)

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

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

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



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

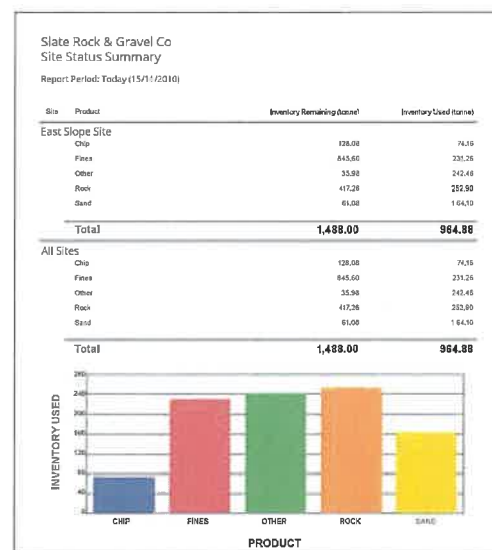
- 7 Docket ID
- 8 Payload weights
- 9 Total truck load weight (lb, ton, kg, tonne)

SOFTWARE: MATERIAL MANAGEMENT SYSTEM (MMS) (OPTIONAL)

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

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

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





WEB: INSIGHTHQ

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

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

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



IN CAB: PERFORMANCE METRICS

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



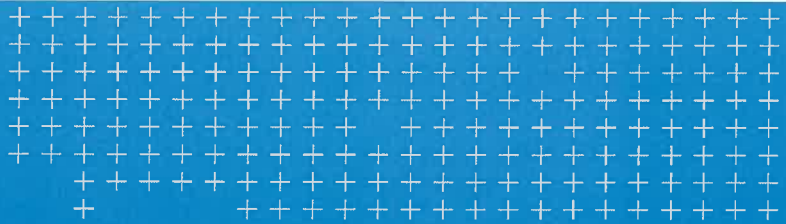
In-cab metrics feedback to the operator during the shift



Operators are given a rating to quickly understand performance



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



Trimble: Transforming the Way the World Works

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



YOUR TRIMBLE LOADRITE PROVIDER

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



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

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

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

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





Item Number: DISCUSSION ITEMS- II.-7.
Committee 2/5/2018
Meeting Date:



City of Roeland Park

Action Item Summary

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

Recommendation:

Discuss whether to continue the electric vehicle charging station or change directions in some fashion.

Details:

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

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

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

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

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

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

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

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

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

CT4000 Family

ChargePoint® Level 2 Commercial Charging Stations

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

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

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

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

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

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

Driver Friendly User Interface

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

Easily Communicate with Your Drivers

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

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



Service Products and Support

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

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

Energy Measurement and Management

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

Minimize Costs with Flexible Power Management Options

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

Power Select (Patent Pending)

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

Power Sharing

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

Clean Cord Technology

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

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

Ultra-reliable second-generation gravity operated mechanism.

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

World-class 24/7 driver phone support.

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

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

Strong and rugged design materials built to withstand the elements.



CT4021

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

Promote Your Brand and Business

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

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



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

5.7" color LCD display for customizable video content.

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

Daylight readable with auto brightness control.

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

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

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



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

Bollard Charging Stations

CT4011



CT4021



CT4025



Wall Mount Charging Stations

CT4013



CT4023



CT4027



Learn More

To learn more about ChargePoint's CT4000 Family:

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



ChargePoint, Inc.
254 East Hacienda Avenue
Campbell, CA | 95008-6617 USA
+1.408.370.3802 or toll free +1.877.370.3802
chargepoint.com

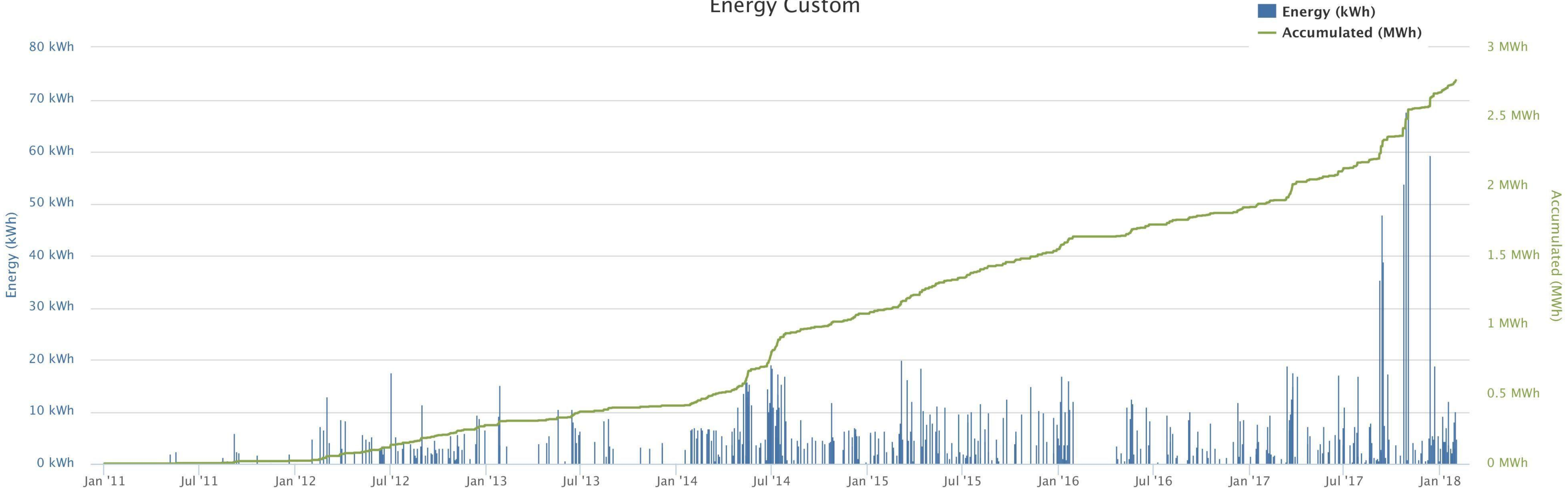
Copyright © 2016 ChargePoint, Inc. All rights reserved. CHARGEPOINT is a U.S. registered trademark/service mark, and an EU registered logo mark of ChargePoint, Inc. All other products or services mentioned are the trademarks, service marks, registered trademarks or registered service marks of their respective owners. BR-CT4000-03. April 2016. PN 73-001061-01-4.

Printed on paper made with 100% post-consumer fiber and 100% certified renewable energy, and processed chlorine free.



Listed by Underwriters Laboratories Inc. 

Energy Custom





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

QUOTE

ADDRESS

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

SHIP TO

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

QUOTE # 1121

DATE 02/01/2018

P.O. NUMBER

SALES REP

Keith Anderson

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

NOTES:

- Thank you for allowing us to submit this proposal.

STANDARD TERMS AND CONDITIONS:

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

SUBTOTAL

3,750.00

SHIPPING

178.00

TOTAL

\$3,928.00

Thank you for your business.

Accepted By

Accepted Date

Item Number: DISCUSSION ITEMS- II.-8.
Committee 2/5/2018
Meeting Date:



City of Roeland Park

Action Item Summary

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

Recommendation:

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

Details:

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

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

Recent Legislation Impacting Wireless Telecom Regulations by City's:

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

nodeId=CHXIIIISTSI_ART8RI-WMA

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

nodeId=CHXVIZOSURE_ART11COFA

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

http://www.kslegislature.org/li_2016/b2015_16/measures/documents/hb2131_enrolled.pdf

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

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

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

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

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Additional Information

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

- Can we see pictures of the infrastructure you are wanting to place on our poles? Preferably what it looks like on another community's pole. (SEE ATTACHMENT) KCPL makes us utilize a small meter box but all of the other equipment will be on the pole (note that in the picture, the green transformer equipment was existing).
- Is this for cellular or wifi service? This particular project is for Sprint so it's cellular but our agreement would allow future builds for any other carriers.
- In what other cities in JOCO has mobilitie deployed their system? We have sites up in KCMO, Independence, Olathe, etc. We have sites in the pre-construction permitting process with just about everyone – Lenexa, Shawnee, KCK, Leawood, etc.

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

ATTACHMENTS:

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

ORDINANCE NO. 957

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

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

SECTION 1. DEFINITIONS.

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

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

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

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

SECTION 2. GRANT OF CONTRACT FRANCHISE.

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

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

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

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

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

SECTION 4. COMPENSATION TO THE CITY.

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

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

SECTION 5. INDEMNITY AND HOLD HARMLESS.

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

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

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

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

SECTION 6. INSURANCE REQUIREMENT AND PERFORMANCE BOND.

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

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

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

SECTION 7. REVOCATION AND TERMINATION.

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

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

SECTION 8. RESERVATION OF RIGHTS.

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

SECTION 9. FAILURE TO ENFORCE.

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

SECTION 10. TERM AND TERMINATION DATE.

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

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

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

SECTION 11. POINT OF CONTACT AND NOTICES

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

The City:

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

Grantee:

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

With copy to:

Mobilitie, LLC

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

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

SECTION 12. TRANSFER AND ASSIGNMENT.

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

SECTION 13. CONFIDENTIALITY.

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

SECTION 14. ACCEPTANCE OF TERMS.

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

SECTION 15. PAYMENT OF PUBLICATION COSTS.

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

SECTION 16. SEVERABILITY.

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

SECTION 17. FORCE MAJEURE.

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

PASSED by the Governing Body of the City of Roeland Park this 22nd day of January, 2018.

APPROVED by the Mayor this 22 day of January, 2018.

CITY OF ROELAND PARK, KANSAS

Mike Kelly, Mayor

ATTEST:

APPROVED AS TO FORM:

Kelley Bohon, City Clerk

Steve Mauer City Attorney



Item Number: DISCUSSION ITEMS- II.-9.
Committee 2/5/2018
Meeting Date:



City of Roeland Park

Action Item Summary

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

Recommendation:

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

Details:

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

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Additional Information

The City is not obligated to extend a pole attachment agreement, however doing so in no way diminishes the City's ability to control what gets hung on our poles. In fact, the pole attachment

agreement adds to the City's influence over installation of facilities.

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

ATTACHMENTS:

Description	Type
 Master License Agreement - Mobilitie	Backup Material

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

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

RECITALS

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

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

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

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

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

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

1. DEFINITIONS

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

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

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

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

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

2. SCOPE OF AGREEMENT

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

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

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

3. FEES AND CHARGES

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

3.1.1 Fees and charges will consist of the following:

~~3.1.1~~

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

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

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

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

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

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

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

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

3.6 Late Charge and Billing Dispute Resolution.

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

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

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

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

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

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

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

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

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

4. SPECIFICATIONS

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

4.2 Authorized Attachment(s) and Installation Methods.

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

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

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

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

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

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

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

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

5. PRIVATE AND REGULATORY COMPLIANCE

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

6. PERMIT APPLICATION PROCEDURES

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

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

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

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

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

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

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

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

7. MAKE-READY WORK/INSTALLATION

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

7.2 Make-Ready Work.

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

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

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

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

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

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

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

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

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

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

8. TRANSFERS

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

9. MODIFICATIONS AND/OR REPLACEMENTS

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

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

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

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

10. ABANDONMENT OR REMOVAL OF CITY FACILITIES

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

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

11. REMOVAL OF LICENSEE'S ATTACHMENTS

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

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

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

12. TERMINATION OF PERMIT

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

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

13. INSPECTION OF LICENSEE'S ATTACHMENTS

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

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

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

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

14. UNAUTHORIZED OCCUPANCY OR ACCESS

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

15. REPORTING REQUIREMENTS

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

16. LIABILITY AND INDEMNIFICATION

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

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

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

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

16.3 Procedure for Indemnification.

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

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

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

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

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

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

17. DUTIES, RESPONSIBILITIES, AND EXCULPATION

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

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

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

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

18. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

19. AUTHORIZATION NOT EXCLUSIVE

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

20. ASSIGNMENT

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

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

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

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

21. FAILURE TO ENFORCE

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

22. ISSUE RESOLUTION PROCESS

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

23. TERMINATION OF AGREEMENT

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

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

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

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

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

24. TERM OF AGREEMENT

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

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

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

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

25. AMENDING AGREEMENT

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

26. NOTICES

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

To the City:

City of Roeland Park
4600 West 51st Street
Roeland Park, Kansas 66205
Attn: City Clerk

With a copy to:

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

To Licensee:

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

With a copy to:

Mobilitie, LLC 4600 West 51st Street
Suite 200
Suite 200
Newport Beach, CA 92660
Attn: Legal Department
legal@mobilitie.com
877-999-7070

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

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

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

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

27. ENTIRE AGREEMENT

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

28. SEVERABILITY

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

29. GOVERNING LAW

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

30. INCORPORATION OF RECITALS

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

31. PERFORMANCE BOND

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

32. FORCE MAJEURE

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

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

33. RELATIONSHIP OF PARTIES

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

34. NO THIRD-PARTY BENEFICIARIES

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

35. SURVIVAL

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

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

CITY OF ROELAND PARK, KANSAS

MOBILITIE INVESTMENTS III, LLC

By: _____
Joel Marquardt, Mayor

By: _____
Name: _____
Title: _____

ATTEST:

Kelley Bohon, City Clerk

APPROVED AS TO FORM:

Keith Moody, Roeland Park City Administrator

Item Number: DISCUSSION ITEMS- II.-10.
Committee 2/5/2018
Meeting Date:



City of Roeland Park

Action Item Summary

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

Recommendation:

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

Details:

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

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

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

Derby, KS Code of Meeting Procedure:

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

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

Roberts Rules:

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

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

How does item relate to Strategic Plan?

N/A

How does item benefit Community for all Ages?

N/A

Additional Information

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

ATTACHMENTS:

Description	Type
□ Electronic Voting Objective	Cover Memo

1. Electronic Voting Log System for Council Chambers

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

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

Completion Date: February 28, 2018

Responsible Party: Administrative Staff

Submitted By: Michael Rhoades

Item Number: DISCUSSION ITEMS- II.-11.
Committee 2/5/2018
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 2/2/2018
Submitted By: Jose Leon, Director of Public Works
Committee/Department: Public Works
Title: **2019 Residential Street Reconstruction - Design Task Order**
Item Type: Discussion

Recommendation:

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

Details:

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

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

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

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

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

How does item relate to Strategic Plan?

Fulfills City's commitment to invest into infrastructure needs

How does item benefit Community for all Ages?

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

Additional Information

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

ATTACHMENTS:

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

City of Roeland Park – 2018 Neighborhood Street Reconstruction Project

Contract: 2018 Neighborhood Street Reconstruction Project

Ordinance or Resolution:

Task Agreement No: 8

Funding Amount: \$70,814.00

Purchase Order No:

Project Title: 2018 Neighborhood Street Reconstruction Project

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

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

Project Management Manual reviewed:

Attachments (Gantt Chart, etc.): None

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

1. See attachment

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

Staff Signatures

Mayor:

Mike Kelly

City Administrator:

Keith Moody

Signature: _____

Date: _____

Signature: _____

Date: _____

Partner Signatures

Project Manager:

Daniel G. Miller, P.E.

Signature: _____

Date: 2/1/2018

Company Principal (if different):

Tony O'Malley, P.E.

Signature: _____

Date: _____

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

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

Report(s) Received:

Work on File:

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

Attach scope of work, budget, and other supporting material

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

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

Final Design

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

Bidding

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

Engineering, Survey, Easements \$40,297.00

Construction Phase Services

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

EXPENSES

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

Construction Observation Services

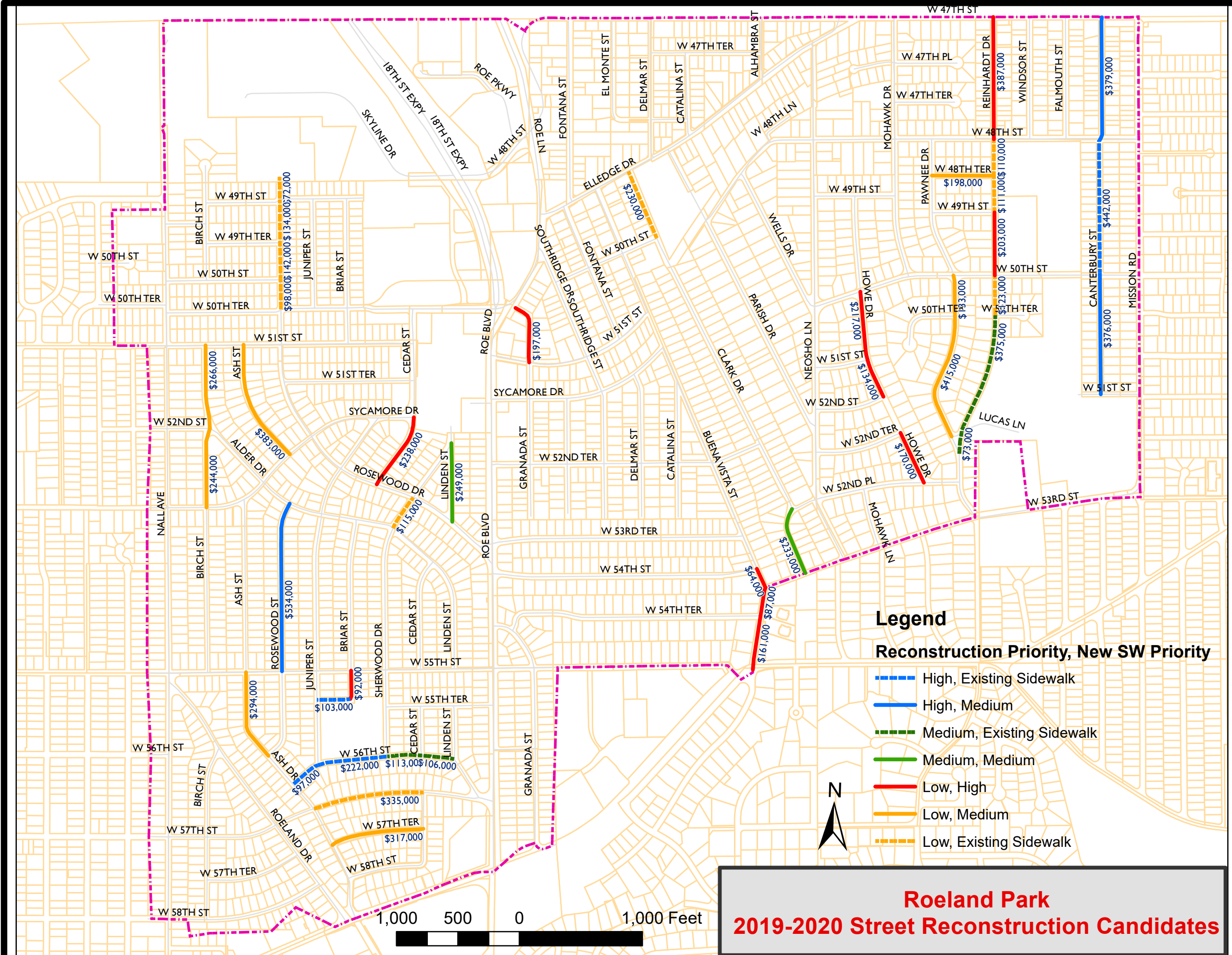
Part Time Construction Observation				
1 Construction Observation (Approx. 16 weeks)	20	240		260
TOTAL HOURS	20	240		260
TOTAL LABOR COST	\$4,200.00	\$21,840.00		\$26,040.00
		Mileage @ \$0.535	624	\$333.84
* Work to be done by Survey Subconsultant		CONSTRUCTION OBSERVATION FEE		\$26,373.84

Construction Services Fee \$30,517.94

Notes:

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

Total \$70,814.94



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

Roeland Park
2019-2020 Street Reconstruction Candidates



LARKIN
LAMP RYNEARSON

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

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

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

Item Number: DISCUSSION ITEMS- II.-12.
Committee 2/5/2018
Meeting Date:



City of Roeland Park
Action Item Summary

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

Recommendation:

To appoint and reappoint

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

Ardie Davis

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

Carol Fields

Details:

Committee Appointment and Reappointment Process

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

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

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

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

Notes:

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

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

Below are the members recently reappointed.

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

At Least 3 Members - 2 Residents, 1 Council

Mary Schulteis
Christine Webster
Lynda Leonard
George Schlegel

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

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

Stephanie Newton

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

At Least 5 Members - 4 Residents, 1 Council

Jennifer Provyn
Tyler Steele
Jared Luebe
Emily Hage

Sustainability Committee (Expires 12/31 of each year)

5 Members - 4 Residents, 1 Council

Duane Daugherty
Laura Steele
Amie Logan

Sustainability Committee (Expires 12/31 of each year)

5 Members - 4 Residents, 1 Council

Elizabeth Phelps Kelly
Laura Steele
Judy Hyde

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

At Least 5 Members - 4 Residents, 1 Council

Cory Coe

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

George Schlegel
Cory Coe

Planning Commission (3 year terms)

Bill Ahrens - Ward 2
Mike Hickey - Ward 4

How does item relate to Strategic Plan?

Engages the public in community events and decision making.

How does item benefit Community for all Ages?

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

ATTACHMENTS:

Description		Type
	Carol Fields	Cover Memo

Entered 12/12/17

Committee Volunteer Application

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

Fri 12/8/2017 10:15 AM

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

Committee Volunteer Application Form

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

Item Number: DISCUSSION ITEMS- II.-13.
Committee 2/5/2018
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 2/2/2018
Submitted By: Keith Moody
Committee/Department: Admin.
Title: **Review RFQ for Aquatic Center Analysis**
Item Type: Discussion

Recommendation:

Staff would like feedback on the draft RFQ developed for assessing aquatic center related items.

Details:

The attached draft RFQ has been developed at the request of Council to hire a firm to assist in assessing aquatic center options.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
☐ Draft RFQ for Aquatics Assessment	Cover Memo

Request for Qualifications

Roeland Park Aquatic Center Feasibility Study

City of Roeland Park, Kansas

Information for Respondents

The City of Roeland Park (City) is seeking qualifications for consultants that specialize in aquatic facility operations, maintenance, planning and designing.

Interested consultants should submit an electronic statement of qualifications via email with 'RFQ for Aquatic Feasibility Study' in the subject line by **12:00 p.m. (CST) on February 23, 2018** to: kmood@roelandpark.org

Contact Person

Keith Moody, City Administrator

Background

The City is a community of approximately 6,800. It is in northeast Johnson County Kansas, and is part of the contiguous Kansas City metro area.

The Roeland Park Aquatic Center is a cooperative venture between the City of Roeland Park and Johnson County Parks & Recreation Department (JCPRD). JCPRD manages and operates the facility year-round. The Roeland Park Aquatic Center offers programs and activities such as "Learn to Swim" programs for patrons ages six months through adult, youth diving classes, lifeguard training and water exercise programs for our 50 Plus patrons. The facility is also used to train our Kansas City Blazers, the Stingrays summer youth league swim team and the Kansas City Water Polo Team. During the summer season, the facility serves as an outdoor recreational pool as well as training and competition facility.

Currently the aquatic center is within city limits. The facility is located at 4843 Rosewood Drive, Roeland Park, Kansas. The facility consists of bathhouse, a mechanical/filter building and 4 bodies of water – main pool, slide pool vortex pool and toddler pool.

During the summer operating season – May thru August – all 4 bodies of water are available to patrons. During the winter operating season – September April – the main pool is available via an air-support dome.

Over the years numerous projects have been completed. They are, but not limited to, the following:

- Facility assessment report – 2006
- UV disinfection system addition – 2008
- Electrical upgrades for remote pump pits – 2009
- Drain cover replacement – 2009
- Update facility assessment report – 2011
- Heater replacement – 2015
- Basin recoating – 2016

The following documents are available to the firms as a resource to gain additional understanding of the current operations and facilities:

- Ad Hoc Aquatics Committee Report
- Intergovernmental Agreement for Aquatic Center Operation
- Aquatic Center Financials 2013-2017
- Engineering Plans for pool and dome

Scope of Service

Facility Assessment – As part of this feasibility study the consultants shall update the existing facility assessment, identifying the cost and timeline for maintenance/replacement items.

Service area Identification – To be defined by standard geographies, drive times, concentric radius by miles and/or hand-drawn shapes. Demographic Characteristics & Community Profile - Part of the market analysis will evaluate the demographics of the identified market area including age distribution, income, and ethnicity. The local demographic data will be combined with published nation-wide swimming participation data that are adjusted for regional differences. The combination will provide a user demand for swimming in the market area. Review of existing city facilities, programs and services - Evaluations of the following topics:

- Master plan and existing studies
- Organizational structure and wage scales
- Department policies and procedures
- Existing aquatic and recreation program statistics
- Demand for programs and services and facilities

Competitive Market Analysis - An evaluation of key competing facilities located within the identified service area. Evaluation of the following topics:

- Alternative aquatic service providers
- Facilities and services offered
- Admission rates and attendance numbers

Comparative Analysis - Comparison with regional and local participation statistics and trends which will result in a unique participation percentage for the client.

- NSGA/NEA standards
- Potential participation levels

Market Analysis - Segment determination of the following areas:

- Determination of user groups
- Impact of user group needs on facility component listing

Programming - During this task the team will identify existing aquatics programs provided in the City and their current enrollment and participation. Determine the best options for possible programs in the future with consideration given to programs offered in the market area by competitors. It is these programs that will help define and guide the type and design of future facilities and programs.

Alternative Facilities and Alternative Operations Assessment – The team will look at the net income (loss) for the following alternatives:

- Operating the pool year-round with a dome cover.
- Operating the pool year-round with a fixed cover.
- Operating the pool 8 months per year without a cover.
- Operating the pool, a standard 3 months summer only season.
- Operating the pool as summer only expanded to more of a water park with amenities such as elaborate splash features, climbing wall, inflatables, ect.

Public Input - Public input builds consensus and support within the community. This information gives City leaders the insight to know the desires of the community when they are asked to make the important decisions. There are many tools available for collecting community input, we anticipate two public forums to be held as well as an on-line survey to gather public input. The public forums can be held at the Community Center. The survey can be advertised through the local newspaper and by email blast. The team would work with City staff to define the

appropriate questions for the survey. To supplement the response, the survey can also be conducted in person at various locations and/or predetermined events.

Operations Analysis - The consultant shall assess and document the following items regarding the current operations of the Roeland Park Aquatic Center.

Attendance estimates

- Daily
- By Season
- By program

Fee structure

- Daily fee
- Memberships, season passes and punch cards
- Family, corporate, group
- Rentals

Sources of income

- Identification and verification of revenue sources, including assigning to summer or winter season
- Identify grant opportunities for operations and capital
- Identify private partnership opportunities
- Identify potential to expand user fees through marketing

Operating cost projections

- Review line item budgets
- Review Personnel by position and staffing level needs
- Contractual services
- Commodities
- Capital replacement

Revenue generation projections

- Develop a line item accounting
- Admissions
- Annual/multiple admissions

- Programs and services
- Rentals
- Other revenue sources

Revenue/expenditure comparisons

- Cost recovery level
- Project recommendations/profitability of components
- Marketing strategy
- Program/service considerations

Final Report and Recommendations – The consultant will work in concert with an advisory committee consisting of City and JCPRD representatives. A final report will be prepared documenting the study. The study recommendations will be presented along with a capital improvements plan and budget, implementation schedule and priorities, and operational implications. The team will present the findings and recommendations to the City.

RFQ Submittal Document:

The submittal shall provide identify the firm's experience with relevant projects. Provide an explanation of how each of the Scope of Service elements above will be approached/addressed by the firm. Include resumes for the team that will work on the project and identify the project manager. We also ask that you include an estimated fee (or fee range) for the scope as described above.