

GOVERNING BODY WORKSHOP AGENDA
ROELAND PARK
Roeland Park City Hall - 4600 W 51st St
Monday, January 22, 2018 6:00 PM

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| <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 |
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Admin

Kelly

Madigan

Finance

Thompson

Fast

Safety

McCormack

Janssen

Public Works

Poppa

Hill

I. APPROVAL OF MINUTES

- A. November 20, 2017
- B. December 4, 2017
- C. December 18, 2017

II. DISCUSSION ITEMS:

1. Shade Structures at R Park (est. time 15 min.)
2. Carpenter Park Amenities Request (est. time 5 min.)
3. Tennis Court Replacement Project (est. time 5 min.)
4. Ordinance 957 - Mobilitie Franchise Agreement (est. time 10 min.)
5. Mobilitie Pole Attachment Agreement (est. time 10 min.)
6. 2018 CARS Agreement with Johnson County and Roeland Park for Public Improvements to Roe Lane (est. time 5 min.)
7. Voting During Workshops (est. time 10 min.)
8. 4th Quarter Safety Statistics (est. time 5 min.)
9. November 2017 Financial Report (est. time 10 min.)
10. Committee Liaisons Appointments (est. time 5 min.)
11. Reappointments to Sustainability, Parks, Planning and Community Foundation Committee (est. time 5 min.)
12. Review 2017 Objectives Performance Summary and 2018 Objectives Progress Summary (est. time 5 min.)

13. Approval to Pay Invoice for Northeast Animal Control Commission for 2018 and Designation of Representative to the Board (est. time 5 min.)
14. Discussion on Events Committee (est. time 5 min.)

III. NON-ACTION ITEMS:

IV. ADJOURN

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

Below are the Procedural Rules of the Committee

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

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

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

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

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

Item Number: **APPROVAL OF MINUTES- I.-A.**
Committee **1/22/2018**
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **November 20, 2017**
Item Type:

Recommendation:

Details:

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
📎 November 20, 2017	Cover Memo

MINUTES
CITY OF ROELAND PARK, KANSAS
GOVERNING BODY WORKSHOP MEETING
ROELAND PARK
Roeland Park City Hall - 4600 W 51st Street
November 20, 2017 6:00 P.M.

- | | | |
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Admin

Poppa
Fast

Finance

Kelly
Janssen

Safety

Thompson
Rhoades

Public Works

Kellerman
McNeil

CMBR Fast called the meeting to order noting that CMBR McNeil and CMBR Poppa were not present. CMBR Thompson arrived shortly after the start of the meeting.

I. DISCUSSION ITEMS

1. New Server

Ms. Jones-Lacy stated a server replacement is scheduled for January 2018. Due to several server failures they are in a position to do the replacement immediately. In 2018, there is \$12,000 budgeted for a server replacement with \$6,000 budgeted in 2017 for a backup server to be installed. Staff recommendation is to swap the two amounts, replacing the server in 2017 and purchasing a backup in 2018. She added that their data is backed up and it is not a matter of losing that data, but is an issue of losing productivity.

Kent Canady with the Johnson County Department of Technology and Innovation was present. His department's role is to provide computer support to cities within Johnson County. He has reviewed the server crash failures that Roeland Park has experienced and would like to step up the replacement process to get the City back into a safe situation.

Since this is time sensitive issue, staff requested the item be moved to New Business at the Council meeting following the Workshop

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

2. Review Logo Design with Vireo

Lindsey French from Vireo presented to the Governing Body designs based on the consensus to move forward with Concept 2, the modern stylistic approach that gave a sense of community and home and also that Roeland Park is a neighborhood community that has evolved into a tight-knit city.

After a brief discussion the Governing Body agreed to eliminate Designs 4, 6, and 8.

CMBR Rhoades stated he did not like the trees on 9 and 10.

CMBR Kelly liked the block printing preferred Designs 5 and 10.

CMBR Thompson originally like the cursive, but is swayed toward the block font and also likes Designs 5 and 10.

Ms. French said they are able to change out the fonts for the different graphics.

Mayor Marquardt, CMBR Kellerman and CMBR Fast all liked the cursive font.

CMBR Rhoades and CMBR Janssen added they liked the block font.

Mayor Marquardt said that CMBR McNeil stated in previous meetings that she preferred the retro look and that CMBR Poppa was split both ways.

Due to the importance of this issue, it was agreed to table this decision until all Councilmembers would be present.

The Council asked Ms. French her thoughts. She stated in her professional opinion she would go with the block modern font as she believed it is a bit more timeless and looks more up-to-date. She added that the script has gotten a little bit of a negative review online from public comments. She said that sometimes it is harder to read when reproduced, but that it also does give it that fun retro feel. Ms. French said an option could be to put "Established 1951" in a retro font balanced against the block font.

CMBR Kelly stated she does not want to wait to make a decision. She does not like the house part of the logo at all and she is compromising by having that in. She does not think it will translate well. She added that there is no medallion that can be pulled out of the design that will translate to signs and other things. She said that Number 5 is compact and putting "Est. 1951" in the cursive font should satisfy the retro feel.

CMBR Kellerman liked the idea of putting the established date in the retro font.

CMBR Rhoades said he is comfortable with whatever and to put one part in the cursive font, but he does not like the trees in the air.

There was consensus to continue the discussion at the December 4 Workshop.

3. Continue Discussion on Aquatic Center Year-Round Operation

Jill Geller, Executive Director of the Johnson County Park and Recreation District, Rhonda Pollard, Superintendent of Recreation and Jeff Stewart, Deputy Director of JCPRD were all on hand for the Aquatic Center discussion.

Ms. Geller provided a recent history of what has happened at the center. On October 4, staff inflated the dome for the season and noticed that the interlining was severely torn away from the dome. The pool was closed as there were some concerns with the structural integrity of the dome and also for patron and staff safety. JCPRD contacted Yeadon, the dome manufacturer, and requested an inspection. On October 26, an inspection was completed on the dome and samples of the fabric were taken and sent to the manufacturer's lab for analysis. That evening on October 26 after the inspection, there was a severe wind storm that caused additional damage to the dome. Staff sent pictures of the additional damage to Yeadon, who advised they wait for the fabric analysis to come back before they return for another inspection. On November 2, the fabric analysis showed that there were weak points throughout the dome and Yeadon recommended that the dome no longer be used for regular rental and recreation as they could not assure its integrity.

On November 3, Travelers Insurance performed an inspection after the storm and declared the dome a total loss. Travelers has stated that they will completely replace the dome as it is under policy to JCPRD. They have provided three options to JCPRD. Travelers will replace the dome, which is estimated to be between \$175,000 and \$275,000, less JCPRD's \$25,000 deductible. This option would include replacement of the light fixtures that were damaged as well. The second option is to take an actual cash value payment. Because of the dome's age there is a lot of depreciation. The payout would be between \$30,000 and \$60,000, less the \$25,000 deductible. The third option is to make no claim at all and just consider the dome a loss.

The options were presented to the JCPRD board who took no action. They are very interested in the City's comments considering the future of the facility whether there is a desire to operate it as a 12-month facility or as a 3-month operation upon expiration of the JCPRD agreement in May of 2019. If interested in a 12-month operation, they would replace the dome and at the time the property transfers to the City the dome would transfer along with that. If they are to have an outdoor only facility, then it would not be prudent to replace the dome. Travelers Insurance has given them 180 days to file a claim.

CMBR Rhoades asked if it has been decided by the county that they will no longer share in operations after 2019. Ms. Geller said that has not been decided, but know that it will not be at the current level. He also asked about the money contributed to purchase the new blower. Ms. Geller said they would try to sell that if it is no longer needed for pool operations.

Mayor Marquardt asked what would happen if the county decided to take the money and not replace the dome. Ms. Geller said she would presume it would come to the county because it is their insurance policy, but would be happy to have conversations with the City. But at \$30,000-\$60,000 appraisal with a \$25,000 deductible it would not be a lot of money.

CMBR Kelly said she was under the impression that JCPRD was not subsidizing pool operations anymore. If the door is not completely shut, then what are next steps to find out where that threshold is?

Ms. Geller said she could bring a request back to the board to find out at what level they would be willing to support the pool operation, or they could have a joint meeting with the City. Ms. Geller said their next committee meeting is December 8th, and she would welcome some of the Governing Body to attend.

Mayor Marquardt asked how best to optimize some of the process and whether it is better for the City Administrator and Mayor to talk to the county manager first. It might help them understand the lay of the land a little better before going into the meeting because right now they do not have any direction.

City Administrator Moody asked Ms. Geller to reach out to all the board members to attend the meeting on December 8th.

CMBR Rhoades says the board has three options. If they spend \$270,000 on a new dome they are going to want assurances that the City will keep the pool open. Ms. Geller said it would not be prudent to spend it for a single year and then it not be used further.

CMBR Fast said they will make sure to attend the meeting and thanked the representatives for JCPRD coming to the meeting.

Ms. Geller thanked the Council and said she knew it was a tough decision, but that they do appreciate their partnership.

Public Comment:

Jim Kelly (4200 W. 54th Terr.) Mr. Kelly stated he would like to see the Roeland Park Aquatic Council reinstated. He also recommended a transition team to give the City an opportunity to find out more about the operation of the pool. As a councilmember-elect, he stated he would like to attend the meeting with JCPRD so there is continuity with the incoming councilmembers.

4. 2018 Sports Dome Agreement

There was consensus to move this item to the Consent Agenda for approval.

5. Scope and Fee for The Rocks Site Rendering

There was consensus to move to this item to New Business

6. Wayfinding Signs

There was consensus to table this discussion to the December 4 Workshop.

7. Financial Report

There was consensus move this item to New Business

8. Update on Development on NE Johnson Dr. and Roe Blvd.

City Administrator Moody said this item is an update/presentation of where they are. The developer has had a change of heart from their original submittal of a multi-story building and now prefers a single-story retail-only approach. City Administrator Moody has asked them to provide their information and would like to know if Council wants to move forward with pursuing that option.

There was consensus to table this discussion to the December 4 Workshop.

II. NON-ACTION ITEMS:

III. ADJOURN

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

Date:

Committee/Department:

Item Type:

Details:

How does item benefit Community for all Ages?

Description

Type

Cover Memo

MINUTES
CITY OF ROELAND PARK, KANSAS
GOVERNING BODY WORKSHOP MEETING
ROELAND PARK
Roeland Park City Hall - 4600 W 51st Street
December 4, 2017 6:00 P.M.

- | | | |
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CMBR Fast called the meeting to order. All Governing Body members were present.

CMBR Kelly requested Items 2 and 3 relating to solar panels be moved to the front of the agenda as there were residents present for this issue.

I. DISCUSSION ITEMS

1. Review Logo Design

Mayor Marquardt said they had 12 different iterations to choose from. He had been given CMBR Fast's opinion, but did not have one from CMBR Kellerman.

The discussion started with the lettering. A 5-2 majority of the Governing Body agreed that they liked the block lettering versus script.

CMBR Thompson noted for the record that CMBR Fast's top choice was Design Number 2, which would have two Councilmembers that prefer a mix of block and script.

CMBR McNeil said Ms. Fast's second choice was Design Number 8.

Mayor Marquardt said this narrowed the list to Designs 7, 8, 11 and 12.

Mayor Marquardt said there may be slight modification or variations that might be able to carry over to their actual decision at the next Council meeting.

Individual top choices were:

CMBR Poppa - 8 and 11
CMBR Kelly - 8 and 11
CMBR Thompson - 7 and 8
Mayor Marquardt - 8 and 12
CMBR Rhoades - 8 and 12
CMBR Janssen - 8 and 7
CMBR McNeil - 8 and 11

By majority, Number 8 was selected by everyone. Mayor Marquardt mentioned the suggested variations of placing the “Established 1951 in the middle of the line break in one version and having it flush right with “Park” in another variation.

Final decisions will be made at the next City Council meeting.

CMRB Poppa felt thought there were too many trees which might affect its scalability and clarity in black and white.

2. Discuss Amendment to TIF 1 Redevelopment Plan

City Administrator Moody provided the amendment to the TIF 1 Redevelopment Plan that will affect the use of TIF resources on the Roe development project. They need to amend the plan in order to utilize funds on the Roe Boulevard project for street improvements such as the extension of 51st Street to the west, surface and structured parking, and 49th Terrace street improvements.

Staff is asking Council to move forward with setting a public hearing, which is a requirement to amend the TIF plan. It will be published and staff will notify the property owners within the district so as to give them an opportunity to share their comments.

The Governing Body agreed to let staff find a suitable date for the public hearing.

3. October Financials

Ms. Jones-Lacy reported key revenues are looking good and on track for the year. They have received September and October personal property tax receipts from the county at \$1.9 million for the year. Sales and use taxes are 5.5 percent higher than this time last year. Franchise fees are not performing as well as they did last year and is largely due to lower electric utility fees. Court fines are also down not only due to the change in the fee structure, but also that there were fewer officers on the streets in 2017. Ms. Jones-Lacy added that Chief Morris has filled those positions.

License and permit revenues are up 25 percent from last year and building permits are also up by 32 percent. The City can expect building permit fees to continue to be substantially higher than the previous year.

The City has also received \$15,000 fee from the cell tower lease negotiated by City Administrator Moody.

Also Public Works expenditures are higher than in previous years due to the fact that they have contracted out their street maintenance in 2017, which is an additional \$210,000. Also the pool is closed for the year and they are expecting to have lower pool expenses. Preliminary estimates are in from Johnson County and showing a \$194,000 operating loss for the year.

The City has \$7.7 million invested and to date have realized \$65,000 in interest. They have paid \$13,200 in management fees to Columbia Capital to manage those investments. Also of note is a large amount of cash on hand at US Bank which is in anticipation of bond payments to be made in the month of December.

Also according to CERI through August of 2017, they are showing a 3.2 percent year-to-date sales increase in Roeland Park which is higher than shown for Johnson County.

4. Provide Direction to Commerce and Embree Concerning Public Art Display

City Administrator Moody attached a copy of the resolution relating to the one percent for art contribution at the Commerce Bank and Embree site. Originally the Council had recommended waiting on a decision until the work on the Roe 2020 visioning process was complete. Also included in the packet were concepts from Vireo although they have not been finalized.

Brent Hall from Commerce Bank said they are now interested in knowing what the City's next steps are as they are ready to consider the type of art for their property.

CMBR Poppa's thoughts would be to wait on providing direction until they have a formal design completed by George Butler Associates, especially since they are also looking at the Johnson Drive and Roe corner as being a part of the gateway aspect.

CMBR Rhoades asked where it states the responsibility for the art, who decides what art and its maintenance.

City Administrator Moody responded that the resolution is clear that art is anticipated to be privately owned, shall be on private property, but be viewable to the public at all times. The development agreement did not reflect a direction on what the art should consist of, but again, the Council had decided to wait for the visioning process to determine what the design elements would be for the gateway corners at Roe.

CMBR Poppa asked Mr. Hall if he had any objection to waiting until they have their final design by GBA and after they find out what happens on the northeast corner.

(Mr. Hall's, Mayor Marquardt's and CMBR Thompson's comments were inaudible due to static)

CMBR Kelly recommended an ad hoc committee be created to help make the decision on the art. She wondered why the Arts Committee was not present at the meeting for this conversation. CMBR Kelly said that they get a group of people from different walks in the community as well as experts in outdoor art, including people outside the city, to help make the decision for art on those corners.

CMBR Rhoades said it is important that everyone understands and who is responsible for what and who has the overriding veto power.

CMBR Kelly said the art will be owned by the property owner and hopes that everyone will be able to agree with what is appropriate. She recommended moving further discussion to after January 8 and let the new Governing Body decide who gets to be on that committee.

Mayor Marquardt said hopefully they can agree on how to move forward.

5. Update on Development at NE Johnson Dr. and Roe Blvd.

City Administrator Moody included the three site plans iterations that have been looked at for the northeast corner. The Governing Body expressed a desire for a one three-story building but Colliers has now expressed their desire for two single-story buildings.

Staff is asking for direction from the Governing Body if they wish to pursue a letter of intent with Colliers for the one-story buildings.

CMBR Thompson said she was not interested and the three-story multi-use building is why they were excited about Colliers and the idea they presented.

CMBR Kelly also likes the multi-level mixed use site and believes that would better suit the gateway.

Mayor Marquardt said they at least need some kind of building volume at the gateway.
CMBR Rhoades also expressed his support for the multi-level project.

CMBR McNeil was not in support of the single-story buildings and is disappointed with the entire direction the project is going.

City Administrator Moody said the City has the ability to adjust the price of the ground so as to give the developer the resources to invest in the expected expense of \$200,000 to \$300,000 utility relocation. By backing out that expense the land would still be worth \$8 a square foot, but that cannot be the determining factor of whether a three-story building would be profitable.

The majority of the Governing Body like the multi-story concept and decided not to move forward with the letter of intent, but to move forward with their vision.

CMBR McNeil is not in support of two one-story buildings.

Mayor Marquardt said consensus not to move forward with letter of intent and move forward with their vision.

6. Review and Provide Direction on Wayfinding Sign Program

CMBR Fast sent in information that she would like to see historical signage included in this discussion. Mayor Marquardt said that wayfinding is not intended for historic locations. He did believe the City had difficulty tying into their historic locations and identifying them would be great, but would like to see that as an objective for 2019.

Public Works Director Leon stated he has done some work on wayfinding and reached out to several different companies. Midtown Signs provided the most workable examples and he presented some of their initial concepts.

Mr. Leon asked for and received consensus from the Governing Body to continue working with midtown Signs and will incorporate the logo and color schemes into the wayfinding once that system is approved.

CMBR Kelly recommended Mr. Leon check in with the Sustainability and the Bike-Walk committees.

7. Clarify Remote Meeting Participation Policy

Public Comment

Thomas L. Madigan (5316 W. 49th Terr.) Mr. Madigan stated he agrees with the majority of the changes, but calling into a meeting is old school. He felt the City can meet the challenge to better accommodate both the elected and appointed officials to participate in future meetings.

Mayor Marquardt stated when they came to the Governing Body four years ago they made their policy for remote meeting and felt they could give direction to the incoming council, but they should let them make their own rules.

CMBR Poppa stated that they do not stop governing because a new council is coming in and did not feel they have to wait to take action.

CMBR Kelly said generally speaking, the spirit of limiting the number of times permitted for a member to call in was to curb absences and discourage not showing up for meetings.

CMBR Rhoades stated he did not believe they should be able to call in for executive session. Mayor Marquardt also took that position.

CMBR Kelly said she felt they should not pass messages of your opinion to other Councilmembers and that they should either be present or call in if they want their opinion known. She said as an elected councilor you were voted to represent your constituency and it is your responsibility to show up. She asked if they are not part of the quorum present, is it legal to have a vote?

City Administrator Moody spoke with City Attorney Mauer who said it was legal to vote at regular meetings and special meetings, but they are not counted as part of the quorum if appearing remotely. Mr. Mauer also stated he

does not support counting someone as part of the quorum as it becomes problematic for identifying when you actually do have a quorum. He felt strongly about not allowing folks to vote during executive session because of the confidentiality provision as it is difficult to ensure when you cannot tell who else is in the room with the other person on the other end of the phone.

City Administrator Moody said this would be a new article and they could change the language to be more inclusive to cover both Workshop and Council meetings and change the verbiage so that it follows through all the meetings, and also to address executive sessions.

CMBR Kelly would like to include something about the ad hoc committees. She said if someone is going to take up space on the committee, then it is their responsibility to show up and be part of the ad hoc committee. If they are not, then they need to step aside and let the Mayor appoint someone else to be on the committee.

8. Discuss Committee Appointment Process

Public Comment

Tom Madigan (5316 W. 49th Terr.) Mr. Madigan, as Chairperson of the Board of Zoning Appeals, believes their experience should be incorporated into the nomination process for the BZA. Currently the ordinance reads that the mayor appoints and that historically it was an appointment by council and he believes they should go back to that.

CMBR Kelly said she would support leaving it as a mayoral appointment with council input.

Mayor Marquardt said many times they are in a position where no one has applied for the appointment and they are stuck in a situation if they do not pick the right one. He suggested looking at qualifications and tenure to help make a wise choice, but also realized that there is no way to avoid being political on some things, which is why they have to make a balanced choice with the information they have and have the mayor to make the final decision.

CMBR Rhoades suggested while looking at the mayoral appointment process they might be able to change a few words in the hiring process of a city administrator, in that through the interview process the city administrator should be hired by a majority vote of the council. He also expressed concern about the BZA appointment process and the way the wards are divided. He recommended that if they cannot find a member from one ward, one would be brought on for a one-year term. Any member from the Governing Body can nominate someone to be on any of those committees. And if there are more than two for one spot, the Mayor will choose the two, then a vote of the Governing Body would decide who holds the position.

CMBR Rhoades said he didn't understand why the Planning Commission would allow someone on it who resides outside the City boundaries.

CMBR Kelly said for their expertise.

CMBR Poppa said he was in favor of keeping things the way they are written and not changing anything as the essential checks and balances are already written into it. A mayoral appointment does not preclude a councilmember from nominating someone to the mayor, or the Council approving or not approving the appointment.

Mayor Marquardt would like to leave it the way it is.

CMBR McNeil doesn't think a non-resident should be on a committee.

City Administrator Moody said they have a difficult time finding people to participate on committees. If people reside outside the City and are an active participant in the city, then that is a good thing.

CMBR Rhoades asked to discuss the hiring process so there is never an issue with the City Administrator. He would like to see what he sees as a broken code state through an interview process and decided on by the Governing Body, who would interview for that position. The City Administrator should be hired by a majority vote of the Council which includes the vote of the mayor.

It was decided to continue the discussion at the next Workshop.

9. Agreement with Johnson County Department of Technology and Innovation

Ms. Jones-Lacy said this particular agreement will have a total charge for 2018 of \$22,231. This is a 12.6 percent increase from 2016 to 2017. DTI will start increasing their rates through 2020 in an effort to gain full cost recovery of the services that they provide to member cities.

There was consensus to move this item forward to the Consent Agenda for approval.

10. 2018 Joint Johnson County and Cities Legislative Platform

City Attorney Moody presented the legislative platform for the consideration of the Governing Body. He noted that they have incorporated a little history at the end of each section.

There was consensus to move this item forward to the Consent Agenda for approval.

11. Discuss Changing Committee Liaison Appointment Date from May to January

There was consensus to move this item forward to New Business for discussion.

II. NON-ACTION ITEMS:

Update on Leaf Pickup

Mr. Moody said the leaf machine was damaged again in Westwood Hills when a large rock went into the head and broke the combine component of the head. The City has spare parts from the three heads they now own. Key Equipment was very responsive and came and swapped out the pieces of equipment and it was operational again today by 11:30. Public Works Director Leon sent out an update on the leaf pickup progress. The schedule has the City moved back a week for the last pickup. They will continue to work through this week on the second pickup. Everyone will get their three pickups that were initially planned for, but the last one and the second one are occurring about a week behind schedule. Mr. Leon has kept the map up to date and is sending out information on social media, including NextDoor.

Upcoming Events

City Clerk Bohon reminded everyone of the Tree Lighting tomorrow night at 6:00 p.m. at Sweany Park. She has baked cookies and made cocoa. The Christmas Party is Friday night 6:00 p.m. at the Community Center. Ms. Bohon asked if anyone would love to come decorate around 12-1 p.m. CMBR McNeil said she would come and help with the greenery.

Upcoming JCPRD meeting

Mr. Moody also reminded everyone of the JCPRD Recreation Committee meeting that all of the Governing Body is invited to attend. City Administrator Moody sent out an e-mail invitation for all to attend. He asked for a spokesperson to address the committee and believed it is appropriate for that to be an elected official.

CMBR Kelly said she will be the spokesperson for the Governing Body and will represent the general consensus to ask the JCPRD board where they stand in hopes of having a reasonable conversation to that end so that the Governing Body can make a decision. She would also let them know that any assistance would make it more feasible to help in their decision-making process.

III. ADJOURN

Mayor Marquardt adjourned the meeting.

(Roeland Park Governing Body Workshop Adjourned at 8:07 p.m.)

Item Number: **APPROVAL OF MINUTES- I.-C.**
Committee **1/22/2018**
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **December 18, 2017**
Item Type:

Recommendation:

Details:

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
December 18, 2017	Cover Memo

MINUTES
CITY OF ROELAND PARK, KANSAS
GOVERNING BODY WORKSHOP MEETING
ROELAND PARK
Roeland Park City Hall - 4600 W 51st Street
December 18, 2017 6:00 P.M.

- | | | |
|---|---|---|
| <ul style="list-style-type: none">○ Joel Marquardt, Mayor○ Becky Fast, Council Member○ Tim Janssen, Council Member○ Ryan Kellerman, Council Member | <ul style="list-style-type: none">○ Teresa Kelly, Council Member○ Sheri McNeil, Council Member○ Michael Poppa, Council Member○ Michael Rhoades, 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

Poppa
Fast

Finance

Kelly
Janssen

Safety

Thompson
Rhoades

Public Works

Kellerman
McNeil

CMBR Fast called the meeting to order. CMBR Janssen and CMBR Thompson were absent

MODIFICATION TO THE AGENDA

CMBR Rhoades wanted to move Item 8 to Item 4

CMBR Fast wanted to move Item 3 to Item 1

CMBR Kelly said they had a speaker for Item 1 present.

I. MINUTES

1. September 11, 2017

The minutes were approved as submitted.

II. DISCUSSION ITEMS:

1. Report on Objective A2 Monthly Communications Report

Government Communications Consultant Andy Graham said he has been working with staff on communications-related items. He noted that one of the Council's objectives was to look at a monthly snapshot of public engagement. The Aquatics Center, Jobs and Yard Waste garnered the most views at the City's website and he recommended making those most visible on the new website.

CMBR Fast said she liked the way this looked.

Mr. Graham said the new website will be developed by CivicPlus and they have a built-in analytics tool while will let staff look at search terms from visitors to the site and then allow the City to adjust the content accordingly. He said the analytics is a good start to writing a communications plan as far as looking at audiences, setting goals and looking at different ways to grow those audiences.

2. Resolution to Hold Public Hearing to Amend the TIF 1 Development Plan

City Administrator Moody said in order to amend the TIF 1 Development Plan a public hearing must be held with an actual resolution of the TIF with action taken on at the Council meeting. Mr. Moody provided the changes to be incorporated into the revised development plan and they are reflected in the financials to show where the resources would be used and that those resources are sufficient to meet the anticipated uses.

Ms. Jones-Lacy said the public hearing is scheduled for February 19, 2018.

There was consensus to move this item to New Business on the Council agenda.

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

City Administrator Moody stated the CMBR Fast, CMBR Kelly and CMBR Janssen attended the JCPRD Recreation Committee meeting. He has updated the numbers in the staff report to reflect the estimated cost of the dome replacement as well as the county's position that if the City is interested in operating the pool year round that will replace the dome. It is an item that JCPRD insures and will pay for the dome replacement less their \$25,000 deductible. A decision needs to be made by February 2018 to allow enough time to manufacture and install the dome by the fall of 2018.

Public Comment

Alanna Mozel (11112 W. 132nd Place, O.P.) As a Johnson County resident, Ms. Mozel expressed her support for the year-round operation of the pool. She said the Master's swimming program is very beneficial to her and she wanted to see what she could do to help ensure a year-round operation.

Lisa Mische Lawson (22413 W. 53rd St., Shawnee) Ms. Lawson is also a Master's swimmer, and creator of a program through JCPRD that has a learn-to-swim program for those with autism. She asked the City to look at an unrecognized potential for future partnerships in implementing the program as well as grants to add to the revenue of the pool.

Anthony Thompson (3600 W. 47th Terr.) Mr. Thompson has been involved with the Aquatics Center since 1995 and was on its advisory board. He would like to encourage the Council to keep the facility open year-round and help with ways to keep expenses down. He added that it is home to a lot of user groups.

Stevie Davis (5308 Sycamore Dr.) Ms. Davis said she and her husband chose their house for its proximity to the pool as they are huge swimmers who also train for races and use the pool quite frequently sometimes twice a day.

Susan Blattner-Orwick (7146 Aminda Dr., Shawnee) Ms. Blattner-Orwick previously managed the pool when it was located at the caves. She too is part of the Master's swimming and wanted to share ideas for a successful year-round operation. She suggested use of the pool without the dome and to utilize a solar blanket to keep the water warm.

Jim Kelly (4200 W. 54th Terr.) Mr. Kelly said the City should accept JCPRD's offer of \$400,000 to operate the pool if the City takes over ownership and receives all revenues. He also encouraged everyone to attend the upcoming JCPRD meeting to show their support of year-round operations.

CMBR Fast thanked CMBR Kelly for speaking at the JCPRD meeting. She said Ms. Kelly was able to lay out options and represented the City well.

CMBR Kelly said the bottom line is the City going to move forward with the pool as a year-round facility? If so, are they requesting JCPRD make a claim for the dome? Also, if the City wants to partner with the county, then JCPRD needs to know that level of commitment. They are not willing to go back and forth if the City is not willing to put their money on the table. CMBR Kelly said she agrees with that. Why should JCPRD commit to something when the City itself does not appear willing to commit. She said there needs to be a willingness to have flexibility in the CIP plan and funding sources. She also stated that use of the courthouse tax as a revenue source is not a good idea for ongoing operations as that does sunset. She also stated that the pool as operated now is not prudent as an ongoing expense.

Mayor Marquardt commented on the leak at the pool and asked if it is a result of the cold temperatures. City Administrator Moody said they do not have a conclusion as to whether it is a leaky valve or a leak in the pool.

City Administrator Moody also commented that the expenditure for a year-round operation of the pool is roughly a \$400,000 expense. A summer-only season has an operating loss of about \$114,000.

CMBR Rhoades said that with only two percent of the population using the pool, it does not seem like a good use of the City's money.

CMBR McNeil said she didn't believe they had enough information at this point to make a decision. She would also like to get more information on the Sprung.

City Administrator Moody said he believed included in the \$400,000 annual cost to JCPRD would be the cost of putting up and taking down the dome.

CMBR Poppa said he didn't believe the numbers told the whole story as it doesn't address the value to the City and the benefits to the residents and other users of the pool. It also doesn't take into account the residual revenue that goes to City businesses, gas stations, grocery stores and eateries.

CMBR Kelly said they need to determine if moving forward with the dome is keeping things as they always have been and asked if that is throwing good money after bad. She thinks it's time for a change and will take dedication to make that change.

Rhonda Pollard, Superintendent of Recreation with JCPRD, said this is operated as an enterprise operation, noting that for every dollar they spend they have to make and cover their expenses. They rely on revenues to cover all of the expenses including benefits and payroll. The model is very much like a private business.

CMBR Rhoades said they always have an option not to buy the pool.

CMBR Fast said she would like to see the Council talk about alternatives. She would like to ask the county for \$35,000 to help extend the months they have an outdoor pool. She would not ask them for the dome, but would like to be able to provide support to the Blazers and the Masters. She also would like to move this discussion to include a decision from the new council.

CMBR Kelly said she came away from the meeting that the county made it clear that they wanted to know what the City would invest and what their financial commitment would be and that asking them for more money was going to fail. She said they need more time to discuss their alternatives and even with a heating blanket, she would like to see numbers.

CMBR Fast, CMBR Poppa, CMBR Kelly, CMBR McNeil suggested moving the discussion to the January meeting.

CMBR Rhoades said they need to move on this and stop postponing what they are going to do. CMBR Kelly said she would support moving it to the Council agenda if CMBR Rhoades could come up with a hard number.

Mayor Marquardt said they could ask for a number from the county and the City would find the rest. If they can't find it, then the county won't do it.

CMBR Fast said they do not have all the information to give the county a number. She said she would not support any number proposed until she knows about the Sprung, the cost of extending the season, and the solar option. CMBR Rhoades said they are talking about getting a free dome because it's paid for by insurance. He said it does not make sense to pay for another structure to have an indoor facility during the summer.

CMBR Poppa wants to see better numbers in the financials because he does not believe the ones provided are accurate enough.

There was a majority consensus to move the discussion to the January 8, 2018 Council meeting.

4. Resolution 656 Amended Fee Schedule

5. Review Logo Design Revisions

6. Objective E 2 Provide Emergency Response Benefit for Staff

7. Review 5 Year CIP Budget - Detail Added

III. COMMITTEE MINUTES

IV. ADJOURN

CMBR Fast adjourned the meeting.

(Roeland Park Governing Body Workshop Adjourned at 8:07 p.m.)

Item Number: DISCUSSION ITEMS- II.-1.
Committee 1/22/2018
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 1/19/2018
Submitted By: Jennifer Provyn
Committee/Department: Parks Committee
Title: **Shade Structures at R Park (est. time 15 min.)**
Item Type: Presentation

Recommendation:

1. 2 small shelter designs be approved and put out for RFP in Spring 2018
2. Main shelter design concept is approved

Details:

Please see accompanying presentation for details

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Additional Information

Staff Provided Information:

The 2018 Objective for shade structures anticipated 8 structures, 3 of which at R Park, total expense of \$66,000 with \$28,000 of that budget coming from grants (which have not yet been secured). The budget for these structures was established assuming the use of prefabricated structures. Custom structures are more expensive as they require design and do not have the cost advantage of being built offsite and erected on site. Cloth roofing was also contemplated for some as these can be changed out to freshen the appearance at the facilities.

Staff has researched alternatives for the shade structures in our Parks. Here you can view a local company that provides shade structures:

<https://abcreative.net/products/shelters-shade-products/>

Cost:

10'x10' soft structure - \$2,042.00

14'x14' soft structure - \$2,239.00

10'x10' hard structure - \$9,710.00

14'x14' hard structure - \$10,750.00

See attached pictures. Prices do not include installation.

ATTACHMENTS:

Description	Type
📎 R Park Shelter	Cover Memo
📎 ABCreative Soft Structure	Cover Memo
📎 ABCreative Hard Structure	Cover Memo
📎 ABCreative Quote	Cover Memo

The background features abstract green geometric shapes. On the left, a solid green triangle points downwards. On the right, a complex arrangement of overlapping translucent green triangles and polygons creates a layered, organic effect. A thin white line extends from the bottom left towards the right, passing behind the green shapes.

R Park Shelters

*To provide shade &
community-gathering space*

Design concept for 2 small shelters and 1 main shelter

Project Background

- ▶ Shelters are included in the R Park Master Plan to transform the old school property into a proper park (approved by Council in 2017; see Appendix 1,2 for Master Plan)
- ▶ Shade shelters in R Park ranked a high parks priority in the most recent Roeland Park Citizen Survey (see Appendix 3 for Survey results)
- ▶ The 2018 City Budget includes an Objective for small shade shelters (see Appendices 4-6 for Objective)
- ▶ CIP includes a 2020 line item for an R Park main shelter

Recommendations to Council

1. Approve concept design for 2 small shelters and 1 main shelter in R Park
 2. Direct City Staff to advance with RFP for the 2018 construction of the 2 small shelters recommended in #1 above
- ❖ Construction of the main shelter in R Park is not planned until at least 2020; the Parks Committee (Parks) will provide more detailed recommendations to Council at a later date

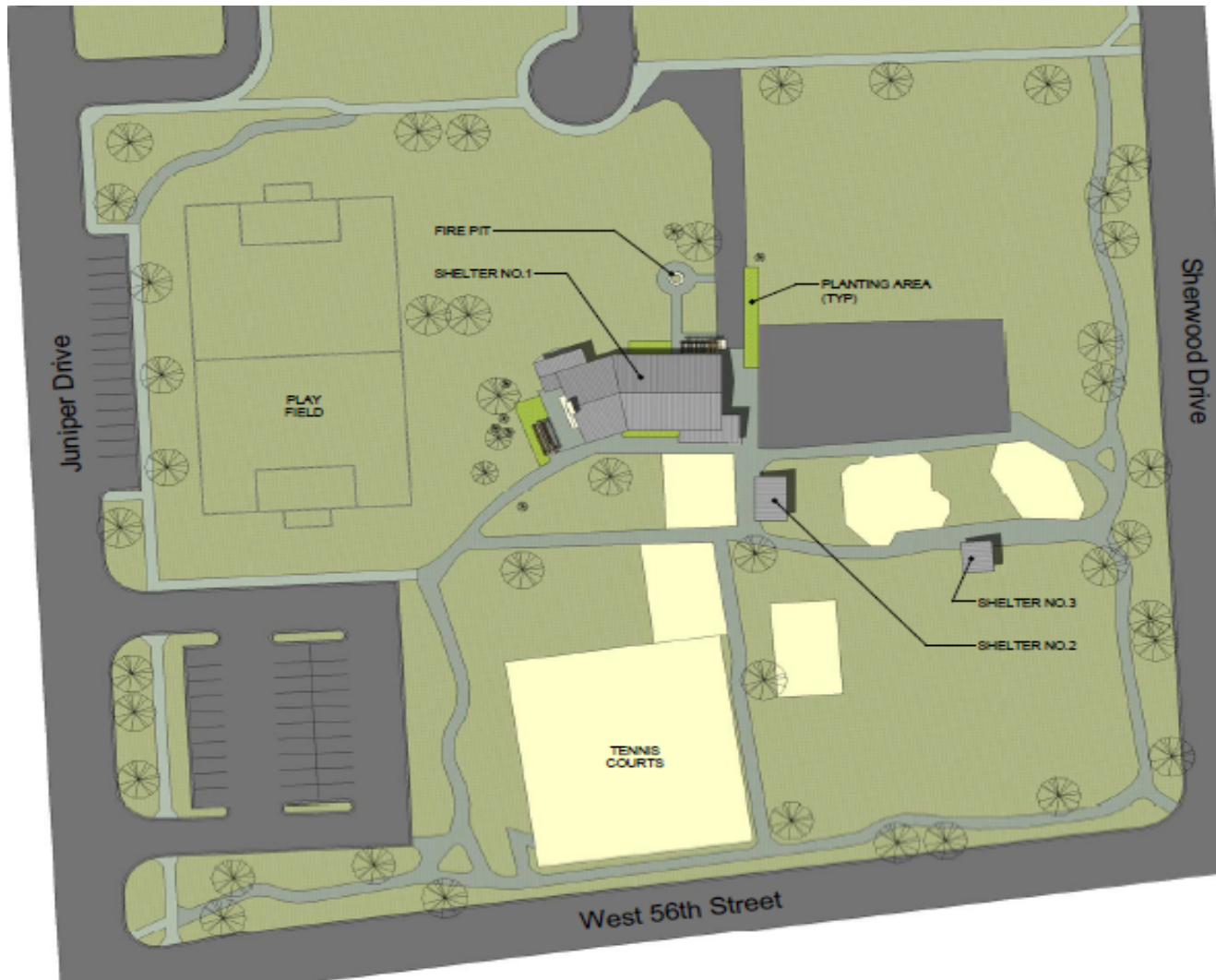
R Park Shelter Task Force

- ▶ Given the importance of this shelter project, Parks recognized it did not have the necessary time or expertise to complete such a large undertaking
- ▶ An R Park Shelter Task Force (Task Force) was commissioned by Parks to develop a cohesive design concept for the 2 small shelters and 1 main shelter
- ▶ The Task Force was composed of Roeland Park City Committee members and citizens, including a local architect
 - ▶ The Task Force met monthly for 10 months
 - ▶ The value of the architect's donated consultation, design, and construction documents is worth approximately \$8,000 (80 hrs @ \$100/hr)
- ▶ 2 Parks Members led the Task Force and provided Parks monthly updates
- ▶ Parks provided periodic feedback to the Task Force to guide the design

Why THIS Design?

- ▶ Is a handsome design intended to make R Park a distinct destination in Roeland Park
- ▶ Is harmonious with surrounding architecture and existing amenities within R Park
- ▶ Offers unique visual interest from all directions
- ▶ Provides durability and longevity
 - ▶ Life expectancy with metal materials ~30+ years
 - ▶ Minimal maintenance vs. all wood structure
- ▶ Includes customized amenities that provide a comfortable setting, encouraging and facilitating community events and neighborhood gatherings
- ▶ Allows for multiple functions at the same time

Aerial View of R Park with Proposed Shelters



Small Single Table Shelter

Approval for RFP Recommended



Small Double Table Shelter

Approval for RFP Recommended



Main Shelter Design (SE view)

Approval for design concept recommended

Will recommend for RFP at a later date



Main Shelter Design (SW view)

Approval for design concept recommended

Will recommend for RFP at a later date



Main Shelter Design (NE view)

Approval for design concept recommended

Will recommend for RFP at a later date



Main Shelter Design (NW view)

Approval for design concept recommended

Will recommend for RFP at a later date



Projected Cost for 2 Small Shelters

- ▶ Total cost estimate from local contractor for both shelters: \$46,000
 - ▶ flat amortization across 30-year life expectancy: ~\$1533 per year
 - ▶ less costly shade structures (e.g., shade sails) researched were about \$6k per structure (2 structures is \$12k)
 - ▶ flat amortization across 10-year life expectancy: ~\$1200 per year
- ▶ Citizens' Fundraising Initiative for R Park will donate \$1,000
- ▶ Potential donation from a local construction company may lower total cost of small shelters project by up to \$21,000
 - ▶ Materials and labor for construction of the single table small shelter
 - ▶ Contingent upon spring 2018 construction
- ▶ Estimated cost--with donation--to the City for the 2 small shelters is approximately \$24,000
- ▶ As stated in the Objective, Parks is seeking additional funding through a donation for the R Park small shelters and a grant application for the Granada shelter

Recapitulating Recommendations to Council

1. Approve concept design for 2 small shelters and 1 main shelter in R Park
 2. Direct City Staff to advance with RFP for the 2018 construction of the 2 small shelters recommended in #1 above
 - Final costs won't be available until bids are received, allowing Council to have accurate costs before approving construction
- ❖ Construction of the main shelter in R Park is not planned until at least 2020; Parks will provide more detailed recommendations to Council at a later date

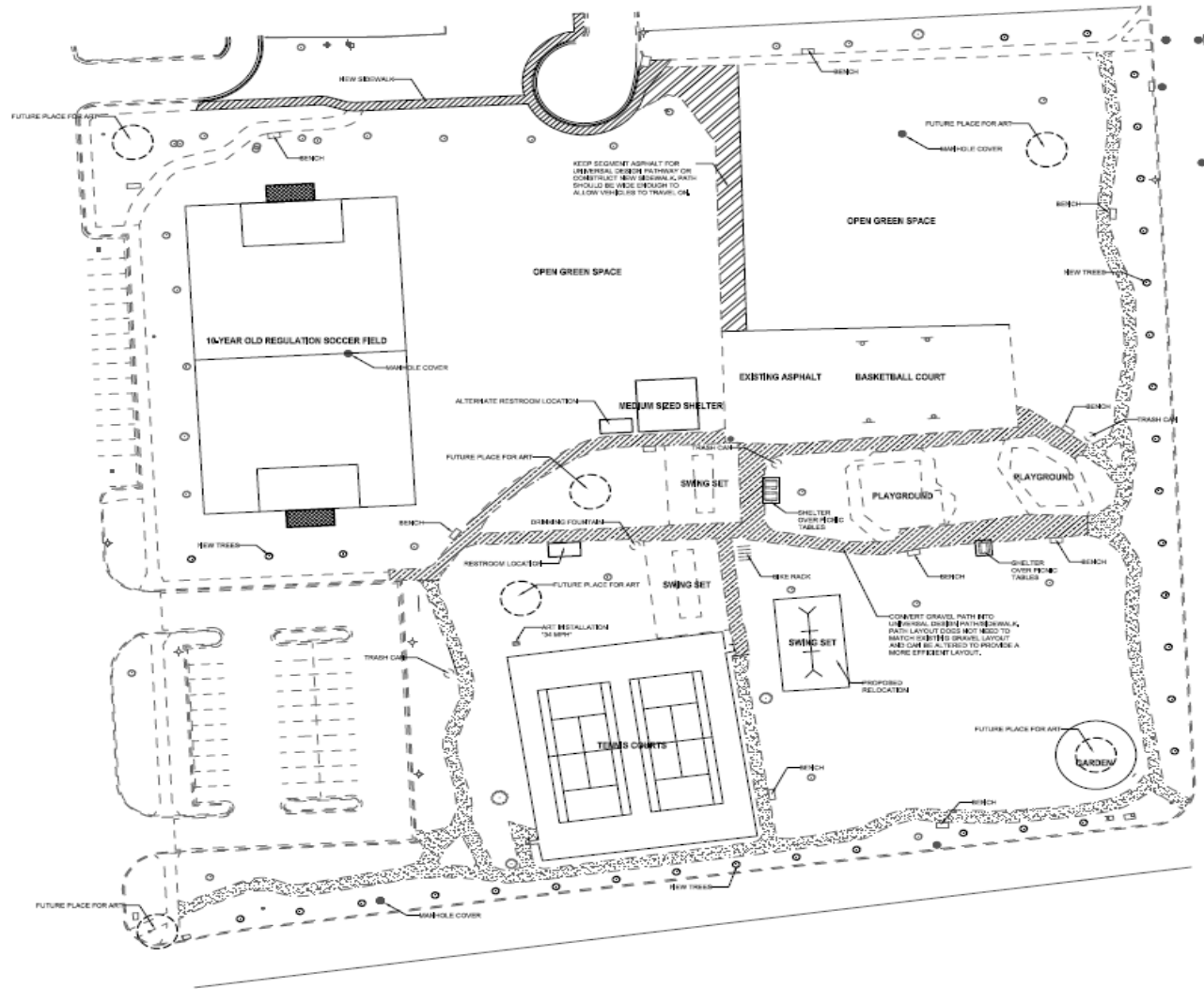
Questions, Comments,
Concerns?



The image features abstract green geometric shapes. On the left, a solid green triangle points downwards. On the right, a complex composition of overlapping translucent green triangles and polygons creates a layered effect. A thin white line extends from the bottom left towards the right side of the composition.

APPENDIX

(NB amendment to include some existing asphalt for bike education in the northeast corner of the park is part of the approved plan but is not displayed on the image below)



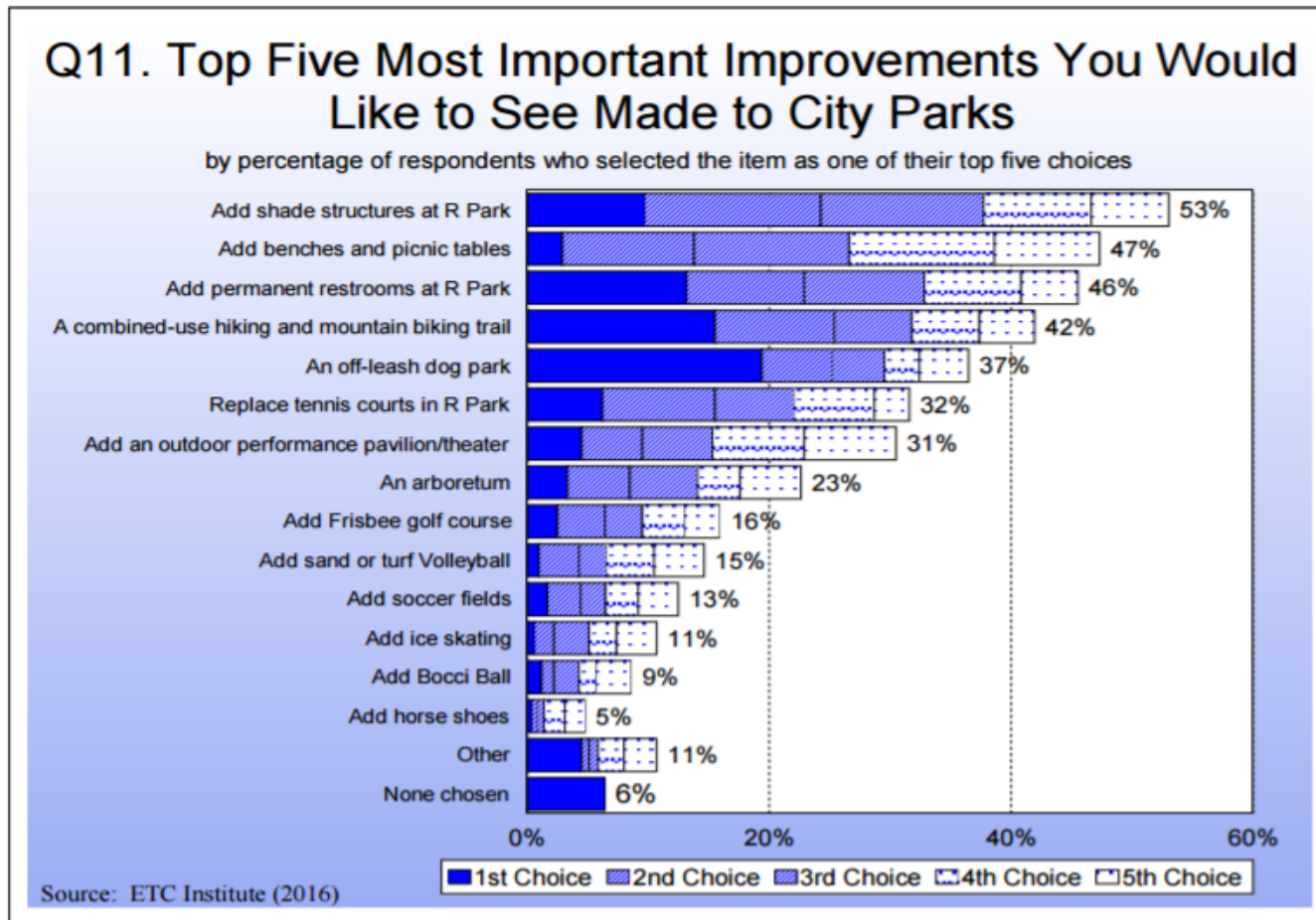
(2) Addendum to R Park Master Plan

7 Principles of Universal Design

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

(3) Roeland Park 2016 Citizen Survey

Shade Structures in R Park



(4) 2018 Shade Structures Objective

1. Install Shade Structures at R Park, Granada Park, and Aquatic Center

Justification: In our 2016 Citizen Survey 53% of residents stated they would like to the City to invest in Shade structures in R Park. 67% of residents stated adding shade was the most important improvement for the City at the Aquatic Center. With this information, the Parks Committee has researched potential grants the City could apply for and two grants were found. American Academy of Dermatology Shade Structure Program for up to \$8,000 and First National Bank Community Grant for up to \$20,000. The Parks Committee co-chair Jennifer Probyn has agreed to write the grants for the City in 2018. These grants ask if there is a match the organization is going to make for the money. As the Parks Committee and Staff have agreed shade structures are an important element based on the response we received from our citizens and staff is asking the City to match this grant 135%. $\$28,000 + \$38,000$ (135%) equates to \$66,000.00 for the City to construct shade structures at R Park, Granada Park, and the Aquatic Center in 2018 and address the residents #1 priority for the City to make improvements. Images below shown for concept purposes. Locations and quantity are as follows:

- 1 at Granada Park over large picnic table area
- 3 at R Park over both picnic table areas and one bench near playground equipment
- 4 at Aquatic Center
 - 1 outside concession stand
 - 2 in Baby Pool Area
 - 1 near the slide area

The locations at the Aquatic Center are where existing shade structures are located. The condition of the existing shade structures is poor and these shade structures would serve as replacement and provide for more shade in those areas.

(5) 2018 Shade Structures Objective Figures



(6) 2018 Shade Structures Objective

Cost estimate

Community for All Ages Impact:

Shade structures will protect parks and aquatic users from the impacts of the sun during the summer days.

Cost Estimate: \$38,000

**Account 5470.300 -ParkMaint/
Infrastructure and 5311.101 -
Pool Equipment**

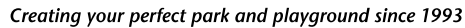
Completion Date: October 31, 2018

Responsible Party: Parks Committee

Submitted By: Jose Leon, Director of Public Works







www.abcreative.net

Email: info@abcreative.net

Date

Sales Rep: Zach Herren

Roeland Park - Shade and Shelters

Jose Leon

City of Roeland Park

Pmt Terms

[illegible]

To accept this quote, please print name and date and return to ABCreative.
After signature, this form becomes contract for purchase of item(s) mentioned above.

Date

Please also sign and return our terms and conditions page with this signed quote.

ABCreative General Terms & Special Conditions

ABCREATIVE IS A SUPPLIER ONLY: As a supplier only, we are not subject to project Subcontract Agreements and special subcontractor terms and conditions. The terms and conditions set forth in this agreement, and the Customer purchase order accepted by us, shall in all respects govern the sale. To the extent any other agreements exist between the Customer and ABCreative, the terms stated herein shall control. On all ABCreative proposals, the Customer is responsible for completeness, accuracy and conformity to their plans and specifications. ABCreative will not proceed with orders until all details such as materials, options, colors, etc. are complete and accurate.

Pricing: Product prices for the referenced Proposal/Quote are firm for 30 days. Freight estimates are assumed to be a single shipment and are firm for 10 days from Proposal/Quote date. Any applicable taxes not shown will be applied at the time of order. Tax Exemption Certificates verifying tax exempt must be submitted prior to authorizing a product order.

ABCreative Proposals/Quotes that include an Installation price are subject to a "Rock Clause" whereby when underground rock encountered during installation in excess of 12-inches square by 2-inches thick will incur additional charges as follows: \$625 first hour (one hour minimum) and \$125 for each additional hour.

Warranty & Returns: All claims for warranty should be called into your ABCreative Project Manager. Safekeeping of Owner's Manuals, product specifications and related purchasing documents is critical for referencing component parts required for future repairs and maintenance. Manufacturer's warranties are varied and will be provided at the time of delivery. Replacement of vandalized or stolen parts is not covered by warranty. All product warranties originate with the product manufacturer and ABCreative does not provide any separate warranty, whether expressed or implied.

Returns are subject to the manufactures' restocking fee terms. Returns must be processed within 45 days of the Bill of Lading ticket date for delivery. All returnable products must include original packaging, have never been installed and have been securely stored in an indoor facility until a return is processed. Please contact your ABCreative Project Manager to request a Return Authorization Ticket.

Insurance Requirements: ABCreative maintains Worker's Compensation and Commercial General Liability insurance coverages. Request for non-contributory and Additional Insured Endorsements are subject to additional costs to be paid by the Customer.

Shipping & Delivery: Shipping Schedules/Lead-times are specific to the manufactures ABCreative represents and can vary based on the time of year product orders are placed. At the time an order is placed, ABCreative will provide an Order Acknowledgment that includes an estimated shipping and delivery schedule. Shipping and delivery dates are not guaranteed.

Delivery & Acceptance: It is the responsibility of the Customer to designate a Customer Representative to accept, offload and securely store product. A Customer Representative's name, delivery address and a direct contact phone number is required prior to submitting any order.

_____ (Acknowledge With Initials & Date)

For truckload type deliveries where equipment is packaged in crates or wrapped on pallets, Customers are required to have access to and the capability to operate the appropriate machinery required for safe product offloading. Offloading product is at the sole expense and risk of the Customer.

_____ () -

(Name/Ph. Number of Customer Representative Accepting Delivery)

Shipping Address

Shipping Address

_____ (Acknowledge With Initials & Date)

When accepting deliveries, it is the Customer's responsibility to visually inspect packages for correct package labeling, signs of damage, and verify the number of packages delivered as per the Bill of Lading issued by the delivery agent. Any shortage, discrepancy or content damages must be noted (and photographed, for record) on the delivery ticket and acknowledged by the delivery driver. It is the Customer's responsibility to open and inspect accepted deliveries to verify contents within five (5) days of delivery. Concealed damage must be reported within ten (10) calendar days of the receiving date or be subject to potential additional charges for new/replacement equipment orders, re-shipping fees and ancillary handling and administrative fees.

Installation Services & Site Access: ABCreative Proposals/Quotes that include an Installation price assume normal soil conditions, full access to a level project site and project site accessibility for all necessary machinery and equipment. ABCreative Proposals/Quotes do not include rock excavation (See Rock Clause Above), hand digging or grading to level. Rock excavation; hand digging; and/or grading necessary to achieve a level project site, will result in additional charges to be paid by the Customer. Protection for proper curing periods for concrete footings is the Customer's responsibility. All underground private assets in a project area must be located by the Customer. Examples of underground private assets includes, but is not limited to irrigation, sewer, storm drains, pet containment systems, drain lines, utilities, fiber optic, and electrical. ABCreative is not responsible for damage or repairs to any underground private asset not marked prior to installation.

Item Number: DISCUSSION ITEMS- II.-2.
Committee 1/22/2018
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 1/19/2018
Submitted By: Jennifer Provyn
Committee/Department: Parks Committee
Title: **Carpenter Park Amenities Request (est. time 5 min.)**
Item Type: Presentation

Recommendation:

- 1. 3 8-foot Exeter-design benches and 1 22-gallon Exeter-design trash receptacle for replacement of existing benches and trash receptacle at Carpenter Park**
- 2. Approval to move forward with order in February 2018 to obtain free shipping from the vendor Keystone Ridge**

Details:

Please see accompanying presentation for details

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
📎 Carpenter Park Amenities Request	Cover Memo

Carpenter Park

Maintenance Item:

Replace 3 8-foot benches & 1 trash bin

CURRENT BENCHES & TRASH BIN



BENCH 1



BENCH 2



BENCH 3



REQUEST TO COUNCIL

- Request to Council:
 1. Approval of Exeter design for replacement of 3 8-foot benches and 1 trash bin at Carpenter Park
 2. Approval for moving forward with purchase in February
- Replacement of Carpenter Park benches was originally planned for 2016 but was pushed back due to Nall Park renovation going over budget (sewage, electrical issues)
- Costs: (next two slides with design)
- Budget funds: Public Works 2018 Maintenance budget
- Timing of work: 2018
- Installation: Public Works
 - Benches can be bolted into the existing concrete
- Additional costs: Public Works' labor; steel bolts; lift gate fee (\$150)

Keystone Ridge Exeter Design without February free shipping offer



- 3-8 foot Exeter design benches
 - 3 year manufacturers warranty
 - 8-10 year estimated life in the park
- 1-22 gallon Exeter design trash bin w/custom lid
- TOTAL COST:
 - \$5765 plus shipping \$1K = **\$6765**
 - OR
 - \$6065 with customized Ipe wood slats on bench plus shipping \$1k = **\$7065**
- Additional costs: Public Works' labor; stainless steel bolts; lift gate at delivery (\$150)

Keystone Ridge Exeter Design with February free shipping offer



- 3-8 foot Exeter design benches
 - 3 year manufacturers warranty
 - 8-10 year estimated life in the park
- 1-22 gallon Exeter design trash bin w/custom lid
- TOTAL COST:
 - **\$5765** plus shipping \$1K = ~~\$6765~~
 - OR
 - **\$6065** with customized Ipe wood slats on bench plus shipping \$1k = ~~\$7065~~
- Additional costs: Public Works' labor; stainless steel bolts; lift gate at delivery (\$150)

Item Number: DISCUSSION ITEMS- II.-3.
Committee 1/22/2018
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 1/19/2018
Submitted By: Keith Moody
Committee/Department: Admin.
Title: **Tennis Court Replacement Project (est. time 5 min.)**
Item Type: Other

Recommendation:

Staff recommends moving forward submitting application to the national USTA (\$20,000) and the Missouri Valley Regional USTA for grants (\$12,000) in support of reconstructing the tennis courts at R Park. The application would reflect the City's commit of \$139,857.50 in local funds to complete the tennis court reconstruction. This amount includes \$10,000 in out of pocket expenses estimated the City would incur if Public Works completes demolition. It does not reflect the Public Works staff hours.

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

Details:

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

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

We anticipate receiving \$32,000 in grant funds, leaving \$139,857.50 in costs to be paid by the

City, \$9,857.50 more than budgeted. The total estimated cost of the project is \$171,857.50, consisting of \$18k in engineering, \$10k in demolition costs, and \$143,857.50 for construction.

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

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

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

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

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

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

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



2017 Facility Grant Application

Grant Summary and Eligibility

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

All communities completing the application must have received the electronic application from facilities@usta.com

Grant Categories:

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

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

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

Grant Deadlines and Award Announcements

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

A. Facility Information.

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

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

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

4. USTA Section – visit www.usta.com and select 'find a section' from the top right of the page to determine your section.

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

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

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

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

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

B. Agency / Applicant information.

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

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

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

4. Address - complete mailing address of applicant.

5. E-mail address of contact person.

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

C. Information about Improvements.

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

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

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

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

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

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

D. Funding Information.

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

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

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

E. Facility's Potential.

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

F. Certification.

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

USTA Use Only
 TPA No. _____
 Submitted On _____
 Meet requirements: _____

A. Facility Information:

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

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

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

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

B. Agency/Applicant Information:

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

C. Information about Improvements:

All applicants must submit:

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

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



Picture 2- Fence along the North side of existing Courts



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



Picture 4- Settled pavement around net post



3. A detailed timeline

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

4. Detailed sketch or construction drawings

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

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

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

D. Funding Information:

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

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

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

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

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

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

E. Facility's Potential

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

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

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

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

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

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

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

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

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

F. Certification

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

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

Keith Moody

Applicant (PRINT)

Facility Representative (PRINT)

Needed if applicant does not represent facility owner

Signature

Signature

Date

Date

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

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

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

Check Here:

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

Important Reminders:

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

BID PROPOSAL

R-PARK TENNIS COURT RECONSTRUCTION

SKW PROJECT NO. 130099-370

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

Name of Bidder McConnell and Associates Corp

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

Telephone Number of Bidder (816) 842-6066

To the CITY OF ROELAND PARK, KANSAS

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

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

R-PARK TENNIS COURT RECONSTRUCTION

SKW PROJECT NO. 130099-370

CITY OF ROELAND PARK, KANSAS
JOHNSON COUNTY, KANSAS

ITEMIZED PROPOSAL

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

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

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

PROPOSAL QUANTITIES

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

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

PROPOSAL ABBREVIATIONS

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

The undersigned as a bidder declares:

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

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

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

Olathe Parks Tennis Court Rebuilding - Olathe KS (2015)

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

Arbor Villar Park Tennis Court Rebuild - KCMO (2015)

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

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

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

Addendum Receipt:

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

Addendum NO. n/a, Date _____

Addendum NO. _____, Date _____

Addendum NO. _____, Date _____

Addendum NO. _____, Date _____

Addendum NO. _____, Date _____

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

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

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

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

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

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

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

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

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

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

Signature of Bidder: 

If an individual: _____

doing business as: _____

If a Partnership: _____

BY _____, member of firm

If a corporation: McConnell and Associates Corp

BY Mike Mehaffey

Title Project Manager

SEAL

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

If bidder is a corporation, supply the following information:

State in which incorporated MO

Name of business address of its:

President Scott McConnell

Secretary Chris Hanson

Date 1/10/18

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

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

as Principal, hereinafter called the Principal, and **The Ohio Casualty Insurance Company, 62 Maple Avenue, Keene, NH 03431**

a corporation duly organized under the laws of the State of **New Hampshire** as Surety,

hereinafter called the Surety, are held and firmly bound unto the **City of Roeland Park, KS, 4600 W. 51st Street, Roeland Park, KS 66205**

Obligee, hereinafter called the Obligee, in the sum of **Five Percent (5%)** of the Amount Bid Dollars (\$-----),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **R-Park Tennis Court Reconstruction**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain full force and effect.

Signed and sealed this **10th** day of **January**, **2018**

(Witness)

McConnell & Associates Corp.

(Principal)

(Title)

The Ohio Casualty Insurance Company

(Surety)

(Seal)

(Witness)
Peggy Marrs, Attorney-in-Fact

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7406734

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Christopher Davolt; Kimberly Beckman; Marty Hensley; Peggy Marrs; Travis Barker

all of the city of LIBERTY, state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of June, 2016.



STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 29th day of June, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: David M. Carey
David M. Carey, Assistant Secretary

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of January, 2018.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



AMERICAN SPORTS BUILDERS ASSOCIATION

*Through Its Certification Board
Has Conferred Upon*

Mike Mehaffey

The Designation

CERTIFIED TENNIS COURT BUILDER



FOR EFFORTS TO RAISE THE PROFESSIONAL
STANDARDS OF TENNIS COURT CONSTRUCTION
AND FOR HAVING SUCCESSFULLY FULFILLED THE
CONDITIONS OF ELIGIBILITY AND PASSED THE
REQUIRED EXAMINATION.

In witness whereof we have set our hands on
this 20th day of February, 2015

Certification valid for a period of 3 years.


Executive Vice President


Certification Chairman

R-PARK TENNIS COURTS
R-PARK
CITY OF ROELAND PARK, KANSAS
CITY PROJECT NO. 17-PARK-002

INDEX OF SHEETS

SHEET NO.	C001	COVER SHEET
SHEET NO.	C101	SURVEY
SHEET NO.	C201	DEMOLITION PLAN
SHEET NO.	C301	SITE LAYOUT PLAN
SHEET NO.	C401	GRADING AND EROSION CONTROL PLAN
SHEET NO.	C402	BID ALT#1 GRADING AND EROSION CONTROL PLAN
SHEET NO.	C501	DETAILS - 1
SHEET NO.	C502	DETAILS - 2

PREPARED & SUBMITTED BY:
SHAFFER, KLINE & WARREN, INC.
CONSULTING ENGINEERS
11250 CORPORATE AVENUE
LENEXA, KANSAS

ENGINEER

DATE _____

REVIEWED BY:
CITY OF ROELAND PARK

JOSE LEON
DIRECTOR OF PUBLIC WORKS
CITY OF ROELAND PARK

DATE _____

UTILITY NOTE:

VISUAL INDICATIONS OF UTILITIES ARE AS SHOWN. UNDERGROUND LOCATIONS SHOWN, AS FURNISHED BY THEIR LESSORS, ARE APPROXIMATE AND SHALL BE VERIFIED BY THE CONTRACTOR IN THE FIELD AT THE TIME OF CONSTRUCTION. FOR ACTUAL FIELD LOCATIONS OF UNDERGROUND UTILITIES, CALL 1-800-344-7233, KANSAS, 1-800-344-7483, MISSOURI OR THE APPROPRIATE UTILITY COMPANY IF THEY ARE NOT A MEMBER OF THE UNDERGROUND LOCATING SERVICE.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES FOR FIELD LOCATION OF ALL UNDERGROUND UTILITY LINES PRIOR TO ANY EXCAVATION AND FOR THE COORDINATION AND SCHEDULING WITH UTILITY OWNERS OF ALL WORK REQUIRED TO RESOLVE CONFLICTS WITH INSTALLATIONS, CONSTRUCTIONS, EXCAVATIONS, REMOVALS, PLACEMENTS, RELOCATION AND OTHER MISCELLANEOUS WORK SHOWN UPON THESE PLANS OR REQUIRED WITHIN CONTRACT DOCUMENTS

ELECTRIC KANSAS CITY POWER & LIGHT COMPANY
REAL ESTATE DEPARTMENT
4400 EAST FROM STREET
KANSAS CITY, MISSOURI 64141-9679
816.556.2200

ATTN: RANDY JAMISON
GAS KANSAS GAS SERVICE
11401 WEST 89TH STREET
OVERLAND PARK, KANSAS 66214
913.599.8953

ATTN: CHUCK McADAMS
GAS SOUTHERN STAR GAS PIPELINE
8195 COLE PARKWAY
SHAWNEE, KANSAS 66227
913.422.6301

ATTN: MIKE DEGRAEVE
WATER WATERONE
10747 RENNER BOULEVARD
LENEXA, KANSAS 66219-9624
913.895.5765

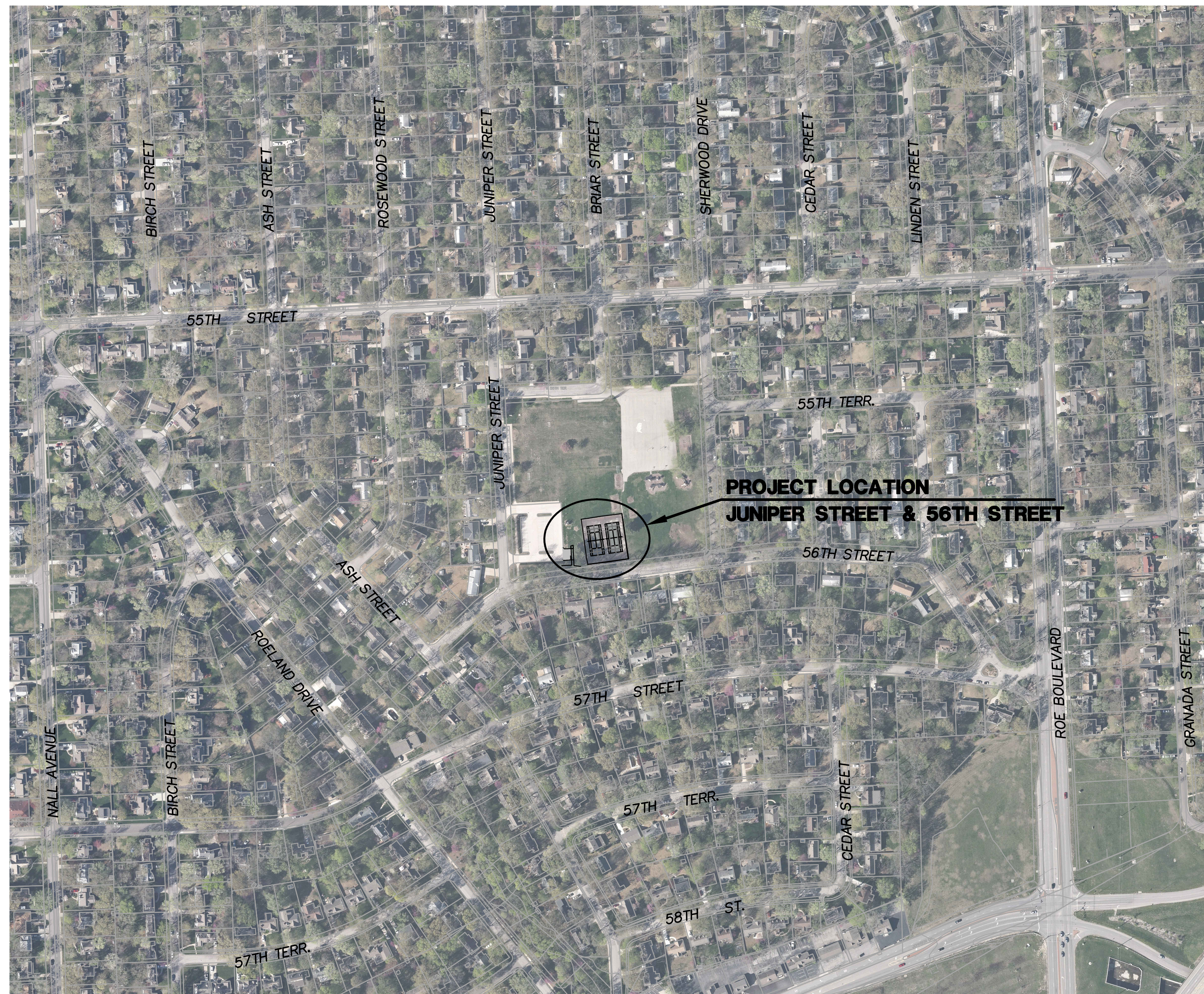
ATTN: DAVE FLIPSE
TELEPHONE SOUTHWESTERN BELL TELEPHONE
5400 FOXRIDGE
MISSION, KANSAS 66202
913.676.0378

ATTN: BILL COURTNEY
SEWER JOHNSON COUNTY WASTEWATER
11811 SOUTH SUNSET DRIVE, SUITE 2500
OLATHE, KANSAS 66061
913.715.8544

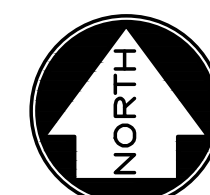
ATTN: DAN OTT
CABLE TIME WARNER CABLE
DESIGN & CONSTRUCTION
8221 WEST 119TH STREET
OVERLAND PARK, KANSAS 66213
913.643.1979

ATTN: GREG THOMAS

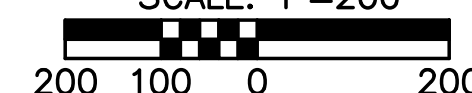
* DENOTES UTILITY COMPANY THAT IS NOT A MEMBER OF THE UNDERGROUND LOCATING SERVICE AND MUST BE CONTACTED DIRECTLY FOR ACTUAL FIELD LOCATIONS OF UNDERGROUND UTILITIES.



GENERAL LOCATION MAP



SCALE: 1"=200



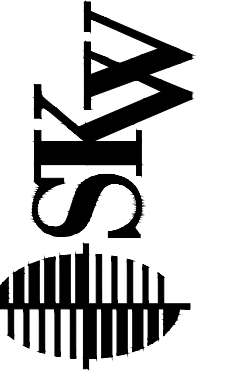
BENCHMARK A ELEV.: 973.77
 "X" Cut in top center of curb inlet at East end of
 W. 55th Terrace

BENCHMARK B ELEV.: 972.69
Square cut in top of West curb of Juniper Street,
due East of 5522 Juniper Street.

THE SPECIFICATIONS OF THE CITY OF ROELAND PARK, KANSAS AND ALL AMENDMENTS THERETO FOR THE CONSTRUCTION OF ALL PUBLIC ROADS, STREETS, STORM SEWERS, SANITARY SEWERS, WATER LINES AND ANY OTHER PUBLIC IMPROVEMENTS SHALL BE THE SPECIFICATIONS FOR THESE PLANS AS THOUGH FULLY SET FORTH HEREIN.

NOTE:

BY USE OF THESE PLANS THE CONTRACTOR AGREES THAT HE/SHE SHALL
BE SOLELY RESPONSIBLE FOR THE SAFETY OF THE CONSTRUCTION WORKERS
AND OF THE PUBLIC.

[illegible]

SHAFER, KLINE & WARREN

11250 Corporate Avenue
Lenexa, KS 66219-1392

913.888.7800 FAX: 913.888.7868

SURVEYING | ENGINEERING | CONSTRUCTION

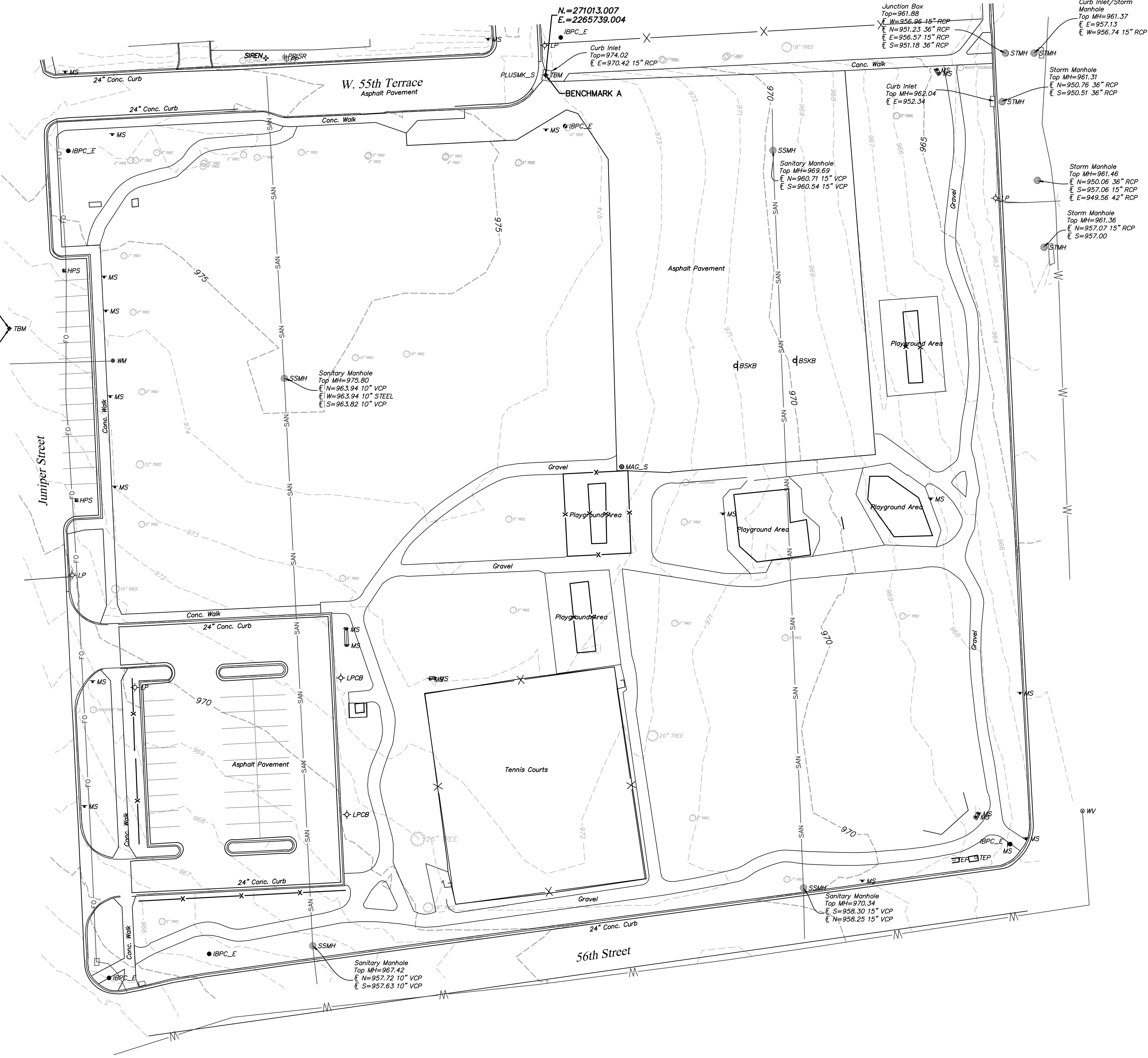
R-PARK TENNIS COURTS
CITY OF ROELAND PARK, KANSAS

COVER SHEET

130099-370
SHEET NO.
C001

L:\130099-370\ CAD\CIVIL\130099-370-C-SURV.DWG
LAYOUT: SURVEY
XREF DWG1: NONE
XREF DWG2: NONE
XREF DWG3: NONE
XREF DWG4: NONE
DATE: 8/11/2017
BY: GERBER

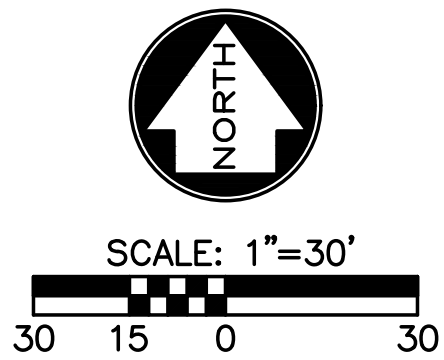
N.=270870.336
E.=2265437.256
BENCHMARK B



- LEGEND**
- BSKB = BASKET BALL GOAL POST
 - SIREN = CIVIL SERVICE WARNING SIREN
 - IBPC_E = EXIST. IRON BAR WITH PLASTIC CAP
 - HPS = HANDICAP PARKING SIGN
 - LPCB = LIGHT POLE CONC. BASE
 - LP = LIGHT POLE
 - MS = METAL SIGN
 - PP = POWER POLE
 - PRSR = POWER RISER
 - SSMH = SANITARY SEWER MANHOLE
 - MAG_S = SET MAGNETIC NAIL & SHINER
 - PLUSMK_S = SET PLUS CUT
 - TEP = TELEPHONE PEDESTAL
 - TBM = TEMP BENCHMARK
 - 0" TREE = TREE
 - UMH = UNKNOWN MH
 - WM = WATER METER
 - WV = WATER VALVE

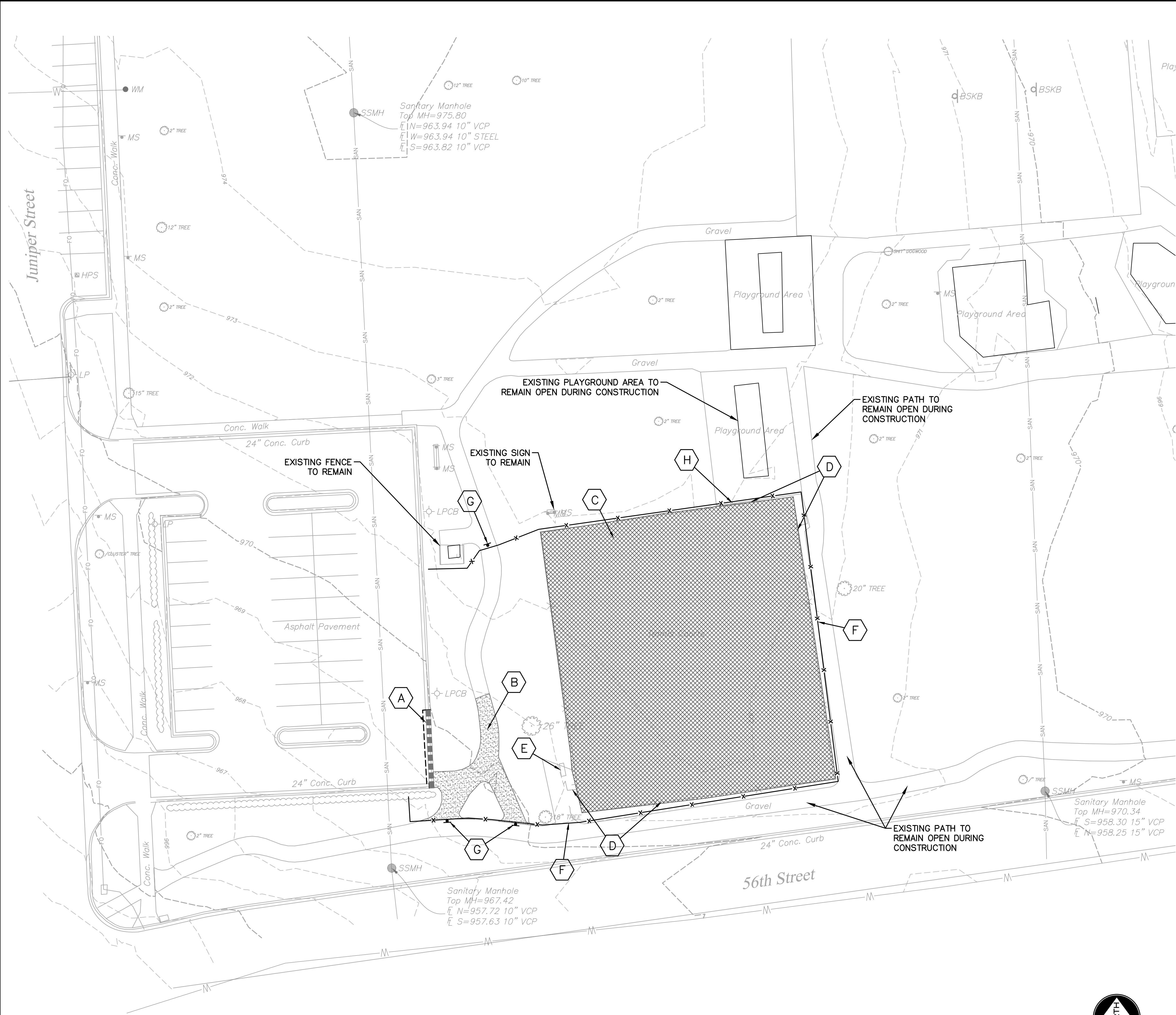
BENCHMARK A ELEV.: 973.77
"X" Cut in top center of curb inlet at East end of W. 55th Terrace

BENCHMARK B ELEV.: 972.69
Square cut in top of West curb of Juniper Street, due East of 5522 Juniper Street.



130099-370	
SHEET NO.	
C101	
R-PARK TENNIS COURTS CITY OF ROELAND PARK, KANSAS	
SHAFER, KLINE & WARREN 11250 Corporate Avenue Lenexa, KS 66219-1392 913.888.7800 FAX: 913.888.7868 SURVEYING ENGINEERING CONSTRUCTION	
Designed By: GMP	
Drawn By: WTS	
Checked By: MDK	
Issue Date: 08/11/17	
5	4
3	2
1	1
REV.	DATE
REVISIONS	
BY	APPD
COPYRIGHT © - 2017-SHAFER, KLINE & WARREN INC.	

L:\130099-370\CAD\CIVIL\130099-370-C-DEMO.DWG	DATE: 8/11/2017
LAYOUT: DEMO	BY: GERBER
XREF DWG1: NONE	XREF DWG2: NONE
XREF DWG3: NONE	XREF DWG4: NONE



DEMOLITION GENERAL NOTES:

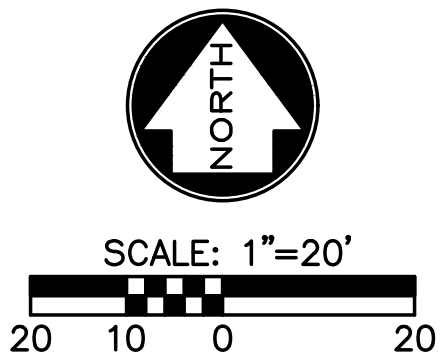
1. THE SCOPE OF DEMOLITION IS NOT LIMITED EXCLUSIVELY TO THE WORK INDICATED ON THE DEMOLITION PLAN. THE CONSTRUCTION DOCUMENTS ARE PROVIDED AS A GENERAL GUIDE FOR DEMOLITION. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ADDITIONAL WORK THAT MAY BE REQUIRED FOR PROPER INSTALLATION OF NEW WORK. SEE ALL CONSTRUCTION DOCUMENTS FOR ADDITIONAL INFORMATION AND REQUIREMENTS.
2. CONTRACTOR SHALL SUBMIT DEMOLITION REMOVAL PROCEDURES AND SCHEDULE TO THE OWNER, PRIOR TO COMMENCING WORK.
3. THE EXISTING UTILITY INFORMATION DEPICTED ON THE SITE DEMOLITION PLAN IS BASED ON OFFICE RECORDS. THE CONTRACTOR IS RESPONSIBLE FOR CONFIRMING THE LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO DEMOLITION. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH THE UTILITY COMPANIES FOR SHUTOFF, DISCONNECTION, CAP, ETC.
4. THE CONTRACTOR SHALL VERIFY FIELD CONDITIONS PRIOR TO START OF DEMOLITION, AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES.
5. THE CONTRACTOR SHALL IMPLEMENT THE STORMWATER POLLUTION PREVENTION MEASURES NECESSARY PRIOR TO START OF WORK TO ENSURE SEDIMENT DOES NOT LEAVE THE SITE. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING AND IMPLEMENTING EROSION CONTROL MEASURES AS NECESSARY TO ENSURE SEDIMENT DOES NOT LEAVE THE SITE THROUGHOUT THE DURATION OF THE PROJECT.
6. CONFORM TO ALL BUILDING CODES AND EXECUTE WORK ONLY WHICH IS IN CONFORMANCE.
7. ALL DEMOLISHED MATERIALS BECOME THE PROPERTY OF THE CONTRACTOR, UNLESS NOTED OTHERWISE.
8. KEEP CLEAN ALL EXISTING SPACES AND PROPERTIES ADJACENT TO DEMOLITION/CONSTRUCTION AREAS. ALL TRASH, DEBRIS AND RUBBISH SHALL BE REMOVED FROM WORK AREAS.
9. THE CONTRACTOR SHALL SAW CUT (FULL DEPTH) ALONG EXISTING PAVEMENT AND OTHER ADJOINING SURFACE TO REMAIN.
10. CONTRACTOR SHALL PROVIDE PROTECTION TO ALL STREETS, FENCES, TREES, UTILITIES AND STRUCTURES THAT ARE TO REMAIN. REPAIR CONTRACTOR-CAUSED DAMAGE AT NO ADDITIONAL COST TO THE OWNER.
11. NO BURNING SHALL BE ALLOWED.
12. DURING DEMOLITION, ALL PUBLIC STREETS SHALL REMAIN OPEN TO TRAFFIC. IT IS THE CONTRACTORS RESPONSIBILITY TO PROVIDE TRAFFIC CONTROL AS REQUIRED TO ENSURE THE STREETS REMAIN OPEN TO TRAFFIC.
13. THE CONTRACTOR SHALL CONTACT THE CITY TO ACQUIRE A PERMIT FOR WORK WITHIN THE RIGHT-OF-WAY.

DEMOLITION KEY NOTES:

- A** REMOVE EXISTING CURB AND GUTTER. THE SAW CUT SHALL BE NEAT AND FULL DEPTH
- B** REMOVE EXISTING AGGREGATE TRAIL. STOCKPILE MATERIAL ON SITE FOR REUSE
- C** REMOVE EXISTING ASPHALT TENNIS COURTS (IF MILL & OVERLAY BID ALTERNATE #1 IS ACCEPTED, EXISTING PAVEMENT TO REMAIN IN PLACE)
- D** REMOVE EXISTING CHAINLINK FENCING
- E** CONTRACTOR TO REMOVE BENCH SEAT AND STORE ONSITE. CONTRACTOR TO PROTECT FROM DAMAGE DURING ALL PHASES OF CONSTRUCTION. IF DAMAGED CONTRACTOR SHALL REPLACE BENCH SEAT WITH THE SAME MODEL OR BETTER AT THERE OWN EXPENSE. PRIOR TO CONSTRUCTION BEING DONE THE CONTRACTOR TO REINSTALL BENCH SEAT IN A LOCATION TO BE DETERMINED BY THE CITY.
- F** CONTRACTOR TO INSTALL ORANGE BARRICADE FENCE WITH METAL POST AND MAINTAIN IT DURING ALL PHASES OF CONSTRUCTION.
- G** DIRECTION INDICATOR BARRICADE WITH R9-9 SIGN MOUNTED TO THE BARRICADE
- H** PLAYGROUND AREA WOOD EDGING POSTS MAY NEED TO BE REMOVED AND REINSTALLED AFTER THE CONCRETE BARRIER ON TENNIS COURTS IS INSTALLED. IF WOOD EDGING ARE REMOVED CONTRACTOR TO TAKE ALL NECESSARY PRECAUTIONS TO KEEP MULCH FROM BEING WASHED AWAY DURING RAIN EVENTS.

DEMOLITION LEGEND

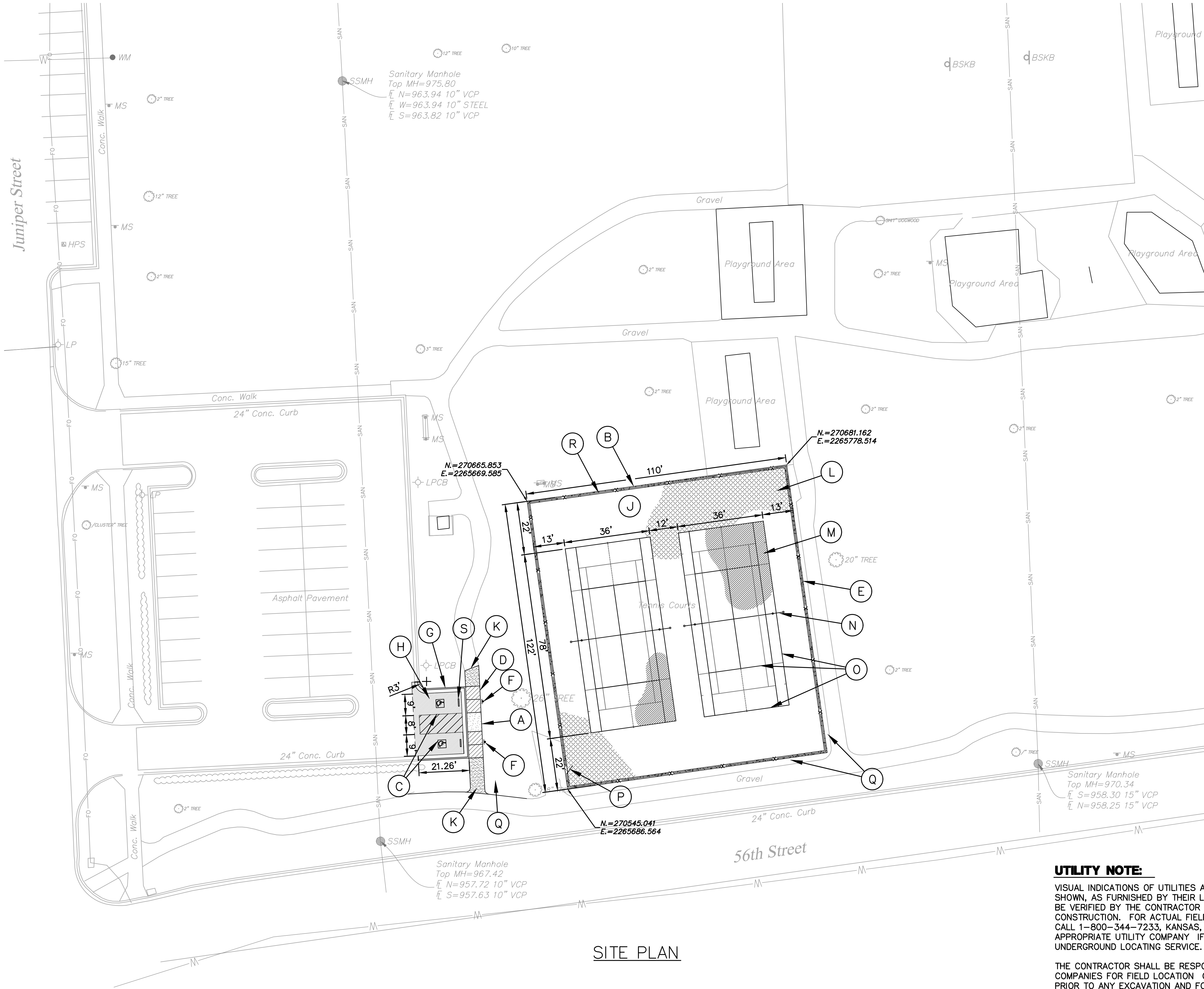
- DENOTES TENNIS COURTS PAVEMENT REMOVAL
- DENOTES TRAIL REMOVAL
- DENOTES CURB REMOVAL
- DENOTES FULL DEPTH SAW CUT
- DENOTES ORANGE BARRICADE FENCE



R-PARK TENNIS COURTS CITY OF ROELAND PARK, KANSAS		SHAFER, KLINE & WARREN 11250 Corporate Avenue Lenexa, KS 66219-1392 913.888.7800 FAX: 913.888.7868 SURVEYING ENGINEERING CONSTRUCTION				Designed By: <u>GMP</u> Drawn By: <u>WTS</u> Checked By: <u>MDK</u> Issue Date: <u>08/11/17</u>		5					
								4					
								3					
								2					
								1					
130099-370 SHEET NO. C201		DEMOLITION PLAN						REV.		DATE	REVISIONS	BY	APPD
								COPYRIGHT © - 2017-SHAFER, KLINE & WARREN INC.					

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LAYOUT: SITE	L:\130099-370\CAD\CIVIL\130099-370-C-SITE.DWG
XREF DWG1: NONE	BY: GERBER
XREF DWG2: NONE	DATE: 8/11/2017
XREF DWG3: NONE	



SITE PLAN

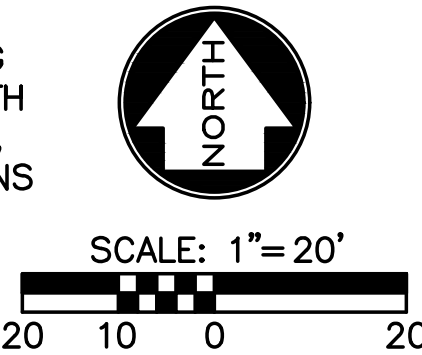
SITE LAYOUT KEY NOTES:

- (A) CONSTRUCT 6' WIDE CONC. SIDEWALK
- (B) INSTALL BLACK VINYL FENCING. SEE DETAIL SHEET C501
- (C) INSTALL ACCESSIBLE PAVEMENT MARKINGS
- (D) INSTALL ACCESSIBLE CURB RAMP
- (E) INSTALL CONCRETE CURB AROUND TENNIS COURTS. SEE DETAIL SHEET C501
- (F) INSTALL VAN ACCESSIBLE SIGN. SEE DETAIL SHEET C501
- (G) INSTALL CONCRETE CURB AND GUTTER. SEE DETAIL SHEET C501
- (H) INSTALL FULL DEPTH ASPHALT PAVEMENT. SEE DETAIL SHEET C501
- (J) INSTALL ASPHALT TENNIS COURT FULL DEPTH PAVEMENT. BID ALTERNATE 1: MILL & OVERLAY OPTION (SEE DETAIL SHEET C501)
- (K) INSTALL AGGREGATE TRAIL TO MATCH EXISTING (REUSE EXISTING MATERIALS FROM DEMO PORTIONS)
- (L) FLEXI-PAVE, COLOR: LIGHT GREEN
- (M) FLEXI-PAVE, COLOR: VELOCITY BLUE
- (N) COURT NET (2) SEE DETAIL SHEET C501
- (O) FLEXI-PAVE LINE PAINT, COLOR: WHITE. SEE COURT DIMS ON DETAIL SHEET C501
- (P) ACCESS GATE LOCATION SEE DETAIL SHEET C501
- (Q) RESEED ALL DISTURBED SITE AREAS W/ 90% FESCUE/10% BLUEGRASS BLEND
- (R) 8'X16' BAKKO SLIMLINE FLAT SERIES BACKBOARD SYSTEM. INSTALLED PER MANUFACTURER'S RECOMMENDATION & CENTERED ON COURT.
- (S) ADA PARKING WHEEL STOPS

UTILITY NOTE:

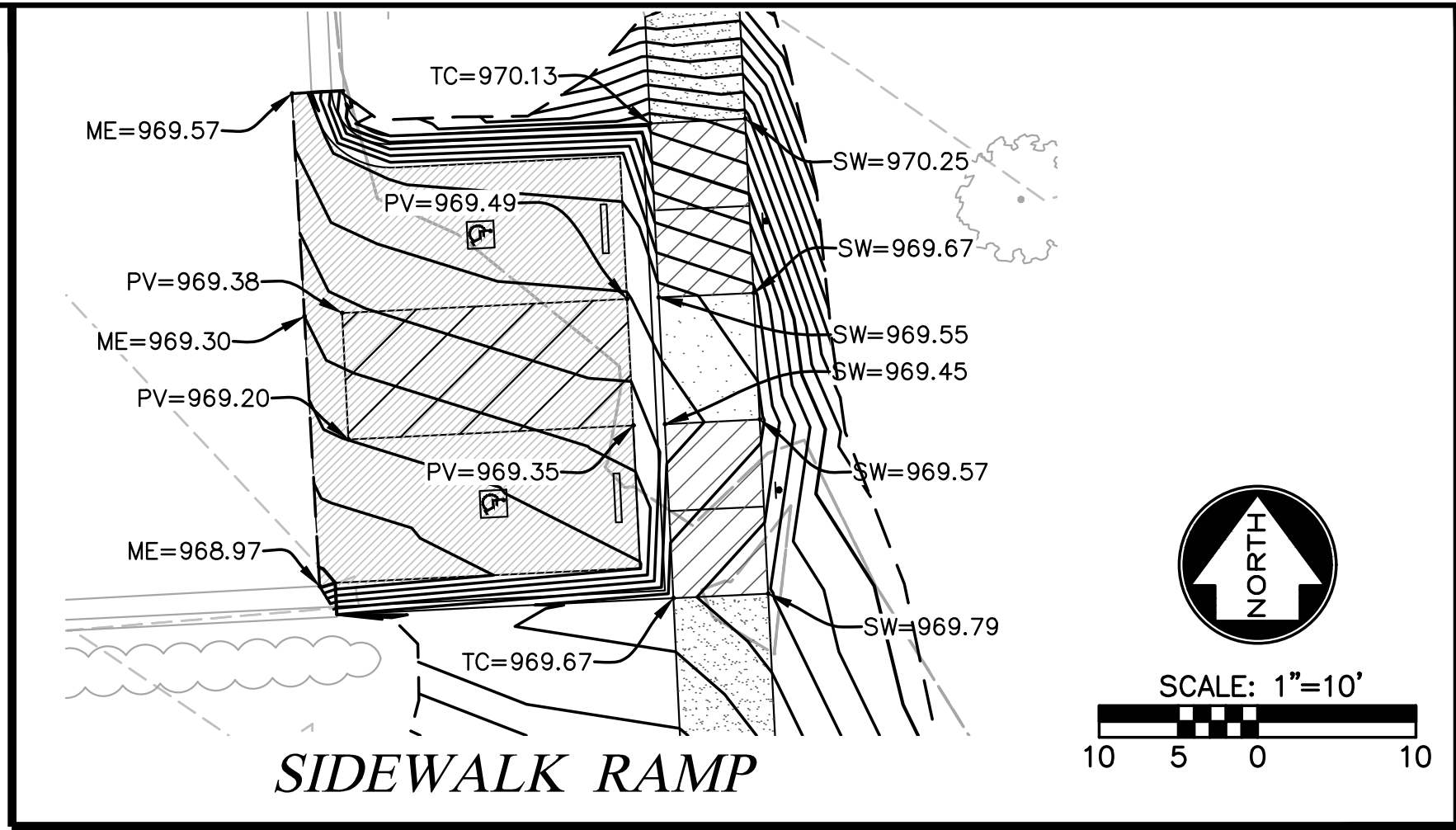
VISUAL INDICATIONS OF UTILITIES ARE AS SHOWN. UNDERGROUND LOCATIONS SHOWN, AS FURNISHED BY THEIR LESSORS, ARE APPROXIMATE AND SHALL BE VERIFIED BY THE CONTRACTOR IN THE FIELD AT THE TIME OF CONSTRUCTION. FOR ACTUAL FIELD LOCATIONS OF UNDERGROUND UTILITIES, CALL 1-800-344-7233, KANSAS, 1-800-344-7483, MISSOURI OR THE APPROPRIATE UTILITY COMPANY IF THEY ARE NOT A MEMBER OF THE UNDERGROUND LOCATING SERVICE.

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R-PARK TENNIS COURTS CITY OF ROELAND PARK, KANSAS	SITE LAYOUT PLAN	SHAFER, KLINE & WARREN 11250 Corporate Avenue Lenexa, KS 66219-1392 913.888.7800 FAX: 913.888.7868 SURVEYING ENGINEERING CONSTRUCTION					SKW					COPYRIGHT © - 2017-SHAFER, KLINE & WARREN INC.				
		Designed By:	GMP	Drawn By:	WTS	Checked By:	MDK	Issue Date:	08/11/17	REV.	DATE	REVISIONS	BY	APPD		
										5						
										4						
										3						

130099-370\CAD\CIVIL\130099-370-C-GRAD.DWG	REV. 8/11/2017
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1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPLEMENTING THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP). A COPY OF THE SWPPP SHALL BE AVAILABLE ON SITE AT ALL TIMES.
2. THE EROSION CONTROL FEATURES, NOTES AND SPECIFICATIONS IN THE SWPPP REPRESENT THE MINIMUM REQUIREMENTS ACCEPTABLE. LOCATIONS ARE TYPICAL AND MAY VARY ACCORDING TO CONTRACTORS STAGING AND LIMITS OF CONSTRUCTION. THE CONTRACTOR SHALL ADJUST, MODIFY AND ADD TO THIS PLAN AS NECESSARY TO CONTROL EROSION, SILTATION AND POLLUTION.
3. IT SHALL BE EACH CONTRACTOR'S RESPONSIBILITY TO CONTROL EROSION AND PREVENT POLLUTION FOR ALL WORK WHICH THEY ARE DIRECTLY INVOLVED.
4. EROSION CONTROL DEVICES SHOWN ON THIS PLAN SHALL BE IN PLACE PRIOR TO THE COMMENCEMENT OF ANY DEMOLITION OR GRADING WORK.
5. WHEN POSSIBLE, WITHOUT ADVERSELY AFFECTING CONSTRUCTION OPERATIONS, THE CONTRACTOR SHALL: MINIMIZE THE AMOUNT OF SURFACE AREA WHICH IS EXPOSED AT ONE TIME, LEAVE GRADED AREAS WITH A ROUGH TEXTURE, CONSTRUCT TEMPORARY TERRACES DURING GRADING OPERATIONS, AND LIMIT UNNECESSARY VEHICLE TRAFFIC IN GRADED AREAS.
6. THE SPILLAGE OF DEBRIS, INCLUDING THE TRACKING OF SOIL, OUTSIDE OF THE CONSTRUCTION LIMITS SHALL BE AVOIDED. THEREFORE THE CONTRACTOR SHALL PROVIDE STABILIZED DRIVES AT ALL ACCESS LOCATIONS AS NECESSARY AND SHALL REMOVE PROMPTLY ANY MATERIAL WHICH FINDS ITS WAY INTO THE PUBLIC RIGHT-OF-WAY.
7. SILT FENCES SHALL BE PLACED ON A CONTOUR ELEVATION ALONG THE DOWNHILL SIDE AND FOR THE FULL EXTENT OF THE DISTURBED AREAS WITHIN THE CONSTRUCTION LIMITS. THE LAST FIVE FEET ON EACH END OF RUN OF SILT FENCE/STRAW BALE DIKE SHALL BE PLACED FACING UPHILL AT 90 DEGREES TO THE CONTOUR LINE.
8. THE CONTRACTOR SHALL INSPECT THEIR EROSION CONTROL DEVICES EVERY 7 DAYS AND WITHIN 24 HOURS OF A STORM OF 0.5 INCHES OR MORE IN DEPTH. THE CONTRACTOR SHALL REPAIR DAMAGE, CLEAN OUT SEDIMENT AND ADD ADDITIONAL CONTROL DEVICES AS NEEDED AS SOON AS PRACTICABLE AFTER INSPECTION. DEFICIENCIES MUST BE CORRECTED WITHIN 7 DAYS OF INSPECTION.
9. ALL AREAS UPON REACHING FINAL GRADE SHALL BE BROUGHT TO FINAL TREATMENT, AS SOON AS POSSIBLE. EROSION CONTROL DEVICES SHALL REMAIN IN PLACE UNTIL ALL SOIL DISTURBING ACTIVITIES ARE COMPLETE AND A UNIFORM PERENNIAL COVER WITH A DENSITY OF 70 % (MINIMUM) IS ESTABLISHED.
10. WHERE GRADED AREAS DRAIN ONTO PAVED AREAS, SILT FENCE SHALL BE PLACED AT THE BACK OF CURB TO PREVENT SILT FROM ENTERING THE PAVED AREAS. WHEN THESE EROSION CONTROL DEVICES ARE NOT PLACED ON THE CONTOUR, THEN THEY SHALL HAVE BEEN INSTALLED AT 50' INTERVALS A 5' LENGTH PLACED AT 90 DEGREES TO THE MAIN LENGTH.
11. REMOVE CONCRETE WASH OUT AREA AFTER ALL CONCRETE WORK IS COMPLETE. AFTER REMOVAL OF THE CONCRETE WASHOUT AREA THE CONTRACTOR SHALL ESTABLISH PERMANENT GROUND COVER (SEED) IN THE AREA WHERE THE WASH OUT WAS LOCATED.
12. ALL TREES LOCATED INSIDE THE GRADING LIMITS SHALL BE REMOVED.

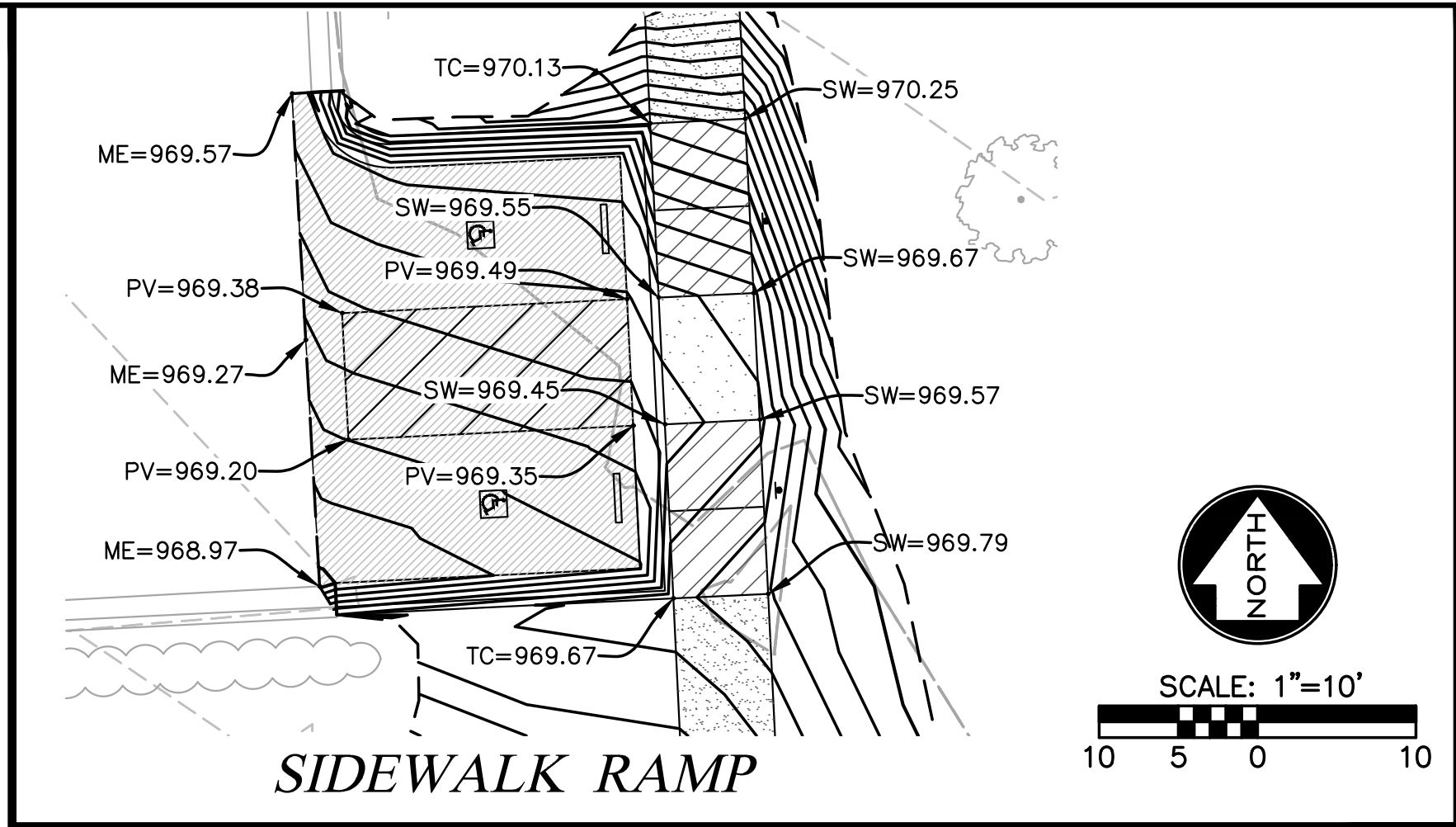
1. PROPOSED CONTOURS ARE 0.1' INCREMENTS.
2. ALL ELEVATIONS SHOWN ARE TO FINISHED GRADE.
3. ALL GRADING OPERATIONS, EXCAVATION, FILL, COMPACTION TESTING, AND BACKFILL SHALL BE OBSERVED AND TESTED BY A QUALIFIED GEOTECHNICAL ENGINEER. GEOTECHNICAL ENGINEER WILL BE DESIGNATED BY AND PAID FOR BY THE OWNER.
4. NO PAVEMENTS SHALL BE PLACED PRIOR TO APPROVAL OF THE SUBGRADE BY THE GEOTECHNICAL ENGINEER.
5. ALL FILL MATERIAL SHALL BE IN COMPLIANCE WITH THE PROJECT SPECIFICATIONS.
6. THE CONTRACTOR SHALL LEAVE ALL AREAS NOT TO RECEIVE PAVEMENT 6 INCHES BELOW THE FINISHED GRADE, TO ALLOW FOR TOPSOIL. SEE LANDSCAPE FOR ADDITIONAL REQUIREMENTS.
7. ALL GRADING OPERATIONS SHALL BE STAKED BY A REGISTERED CIVIL ENGINEER OR A LICENSED LAND SURVEYOR.
8. ALL ADA PARKING STALLS AND ACCESS AISLES, SHALL HAVE LESS THAN 2% IN ANY DIRECTION
9. ALL SIDEWALKS SHALL HAVE A CROSS SLOPE OF 1.5% (2.0% MAX)

 TREE PROTECTION
 SILT FENCE
 CONSTRUCTION ENTRANCE
 EXISTING 1' CONTOUR
 EXISTING 5' CONTOUR
 PROPOSED 1' CONTOUR
 PROPOSED 5' CONTOUR
 DENOTES PROPOSED CONCRETE WASHOUT AREA

 TC= TOP OF CURB ELEVATION
 SW= SIDEWALK ELEVATION
 PV= PAVEMENT ELEVATION
 ME= MATCH EXISTING ELEVATION
 FG= FINISH GRADE ELEVATION

130099-370 SHEET NO. C401	R-PARK TENNIS COURTS CITY OF ROELAND PARK, KANSAS GRADING AND EROSION CONTROL PLAN	 SHAFER, KLINE & WARREN 11250 Corporate Avenue Lenexa, KS 66219-1392 913.888.7800 FAX: 913.888.7868 SURVEYING ENGINEERING CONSTRUCTION	Designed By: <u>GMP</u>	5			
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			Drawn By: <u>WIG</u>	3			
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			Checked By: <u>MMK</u>	1			
Issue Date: <u>08/11/12</u>			REV.	DATE	REVISIONS	BY	APPD
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DA:	
XREF DWG2:	NONE
XREF DWG4:	NONE

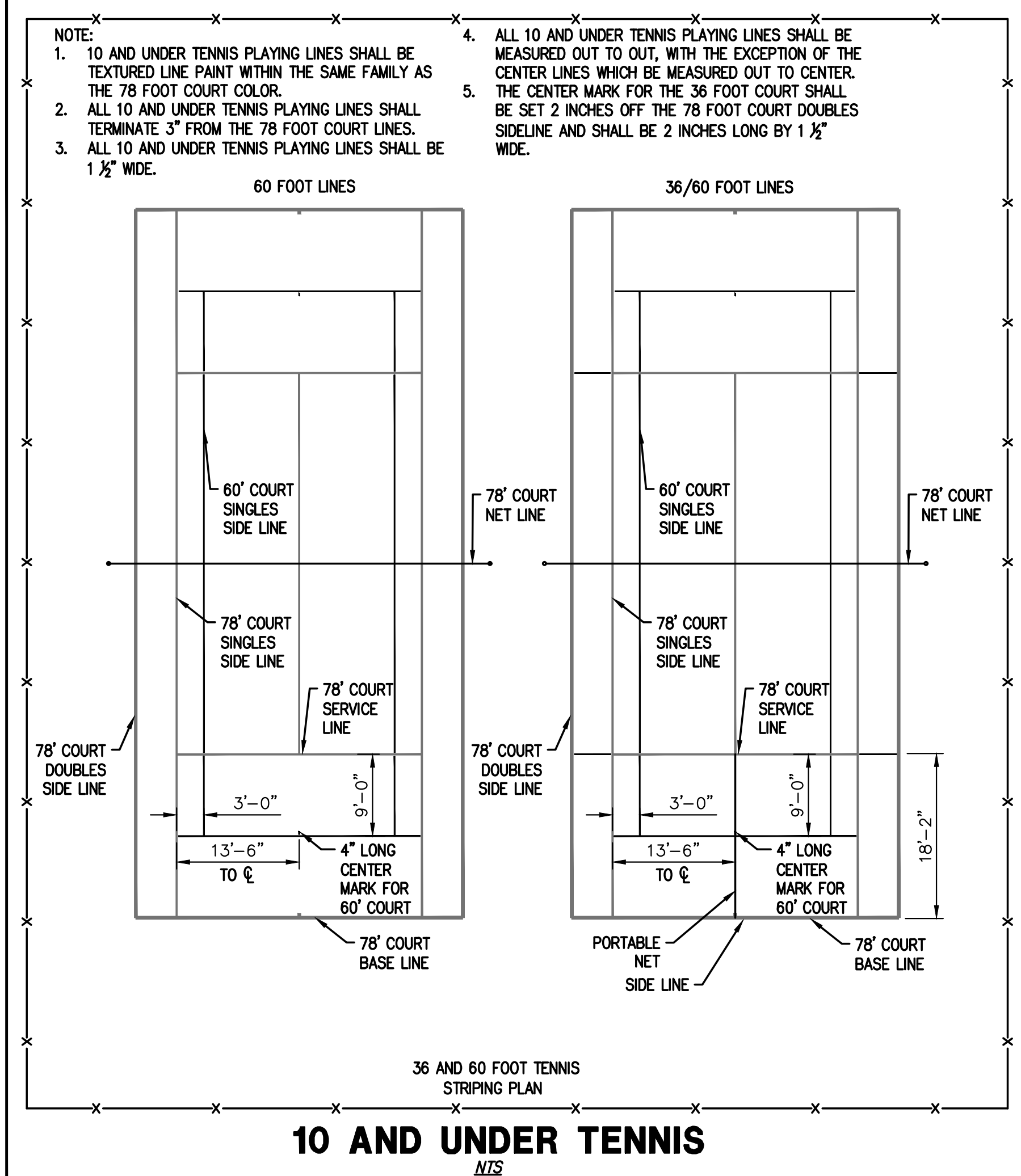
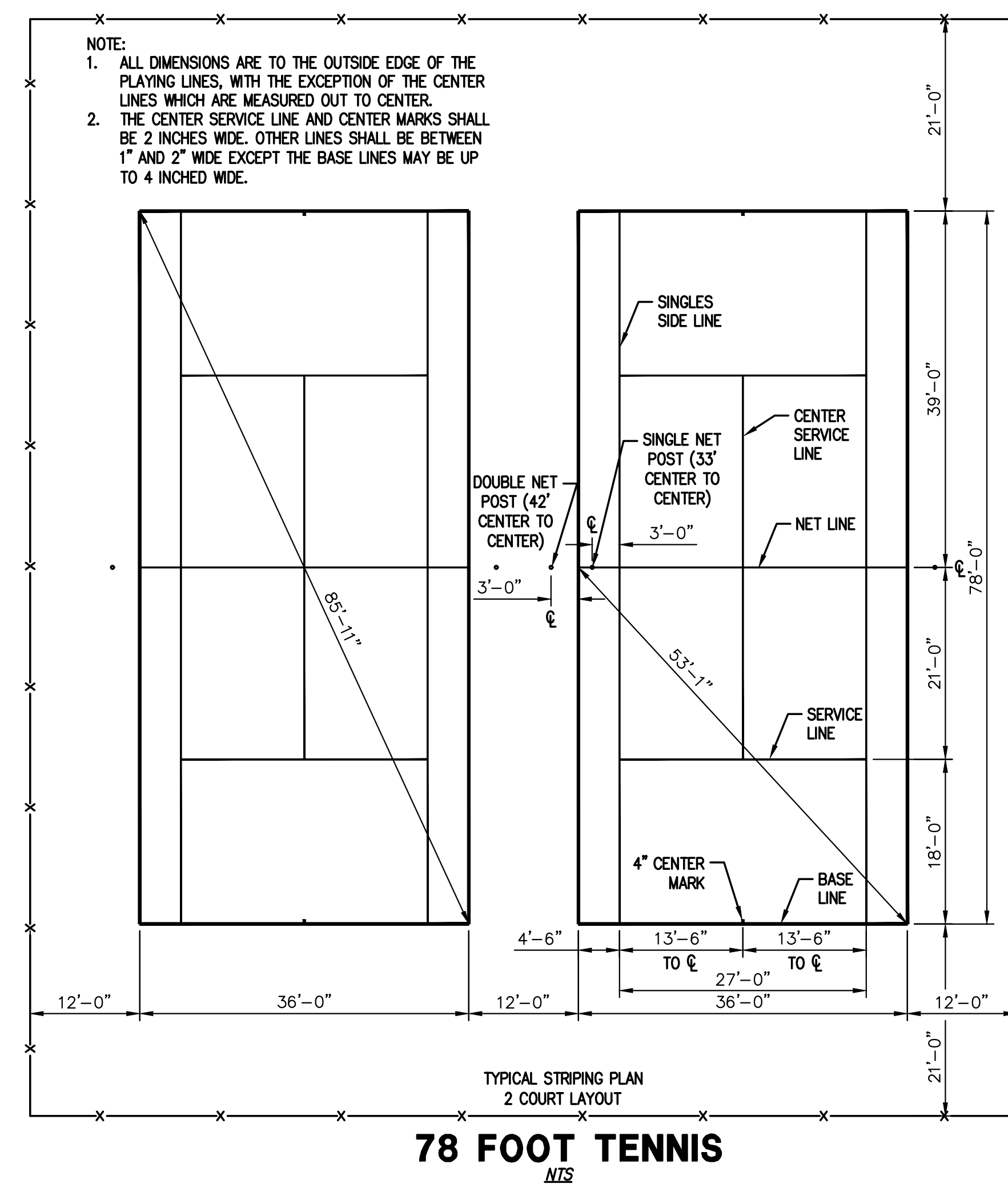
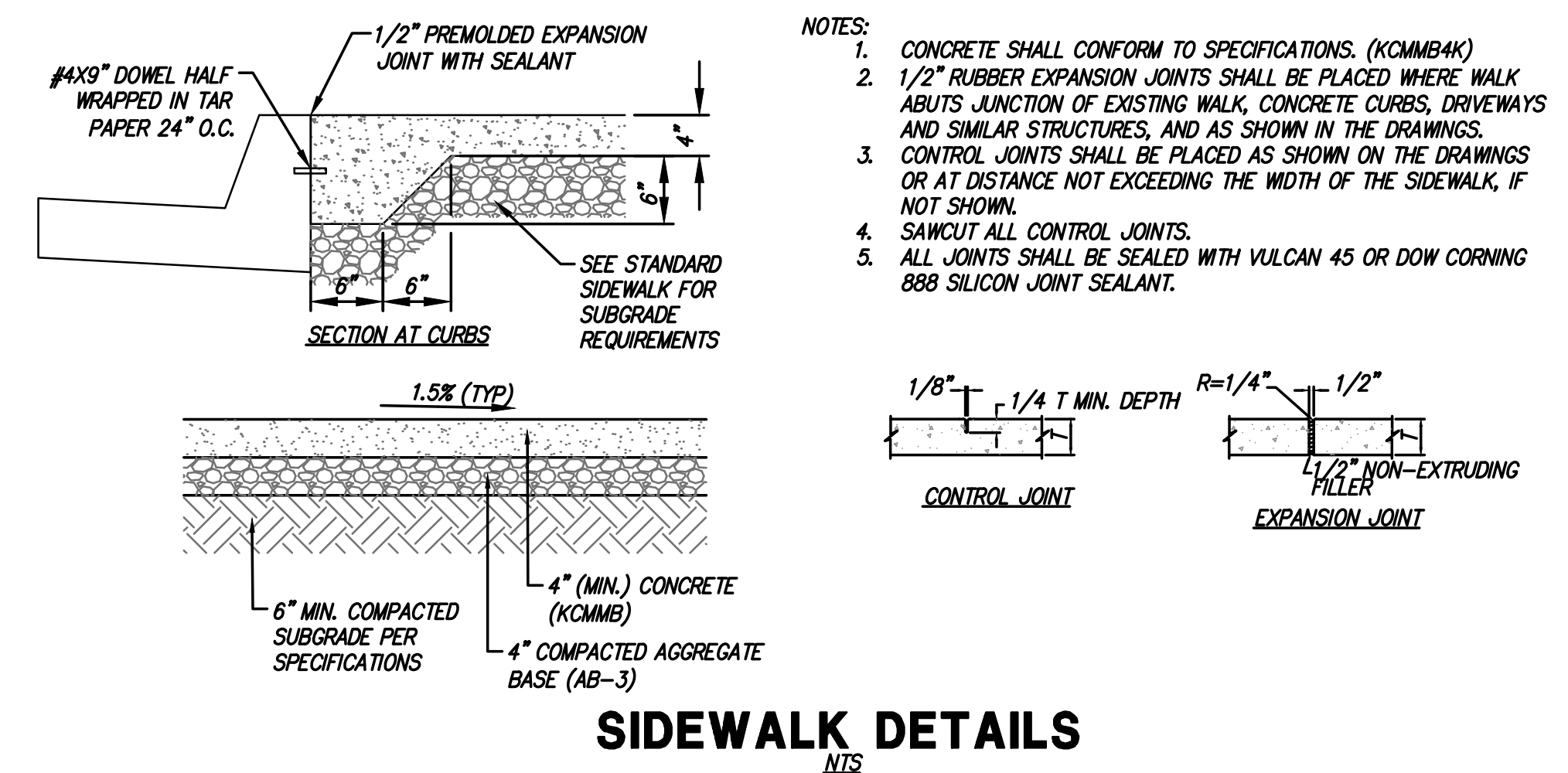
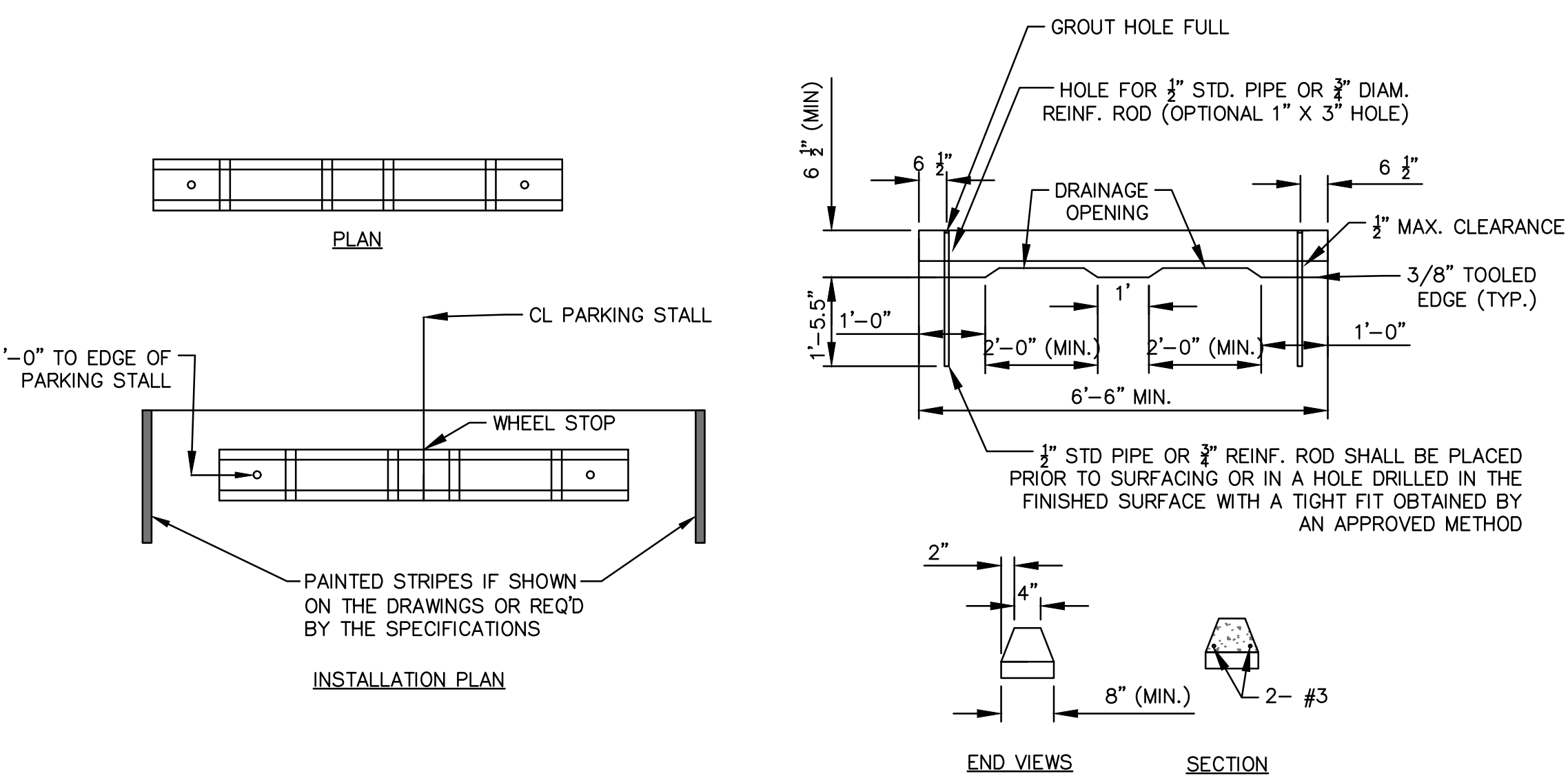
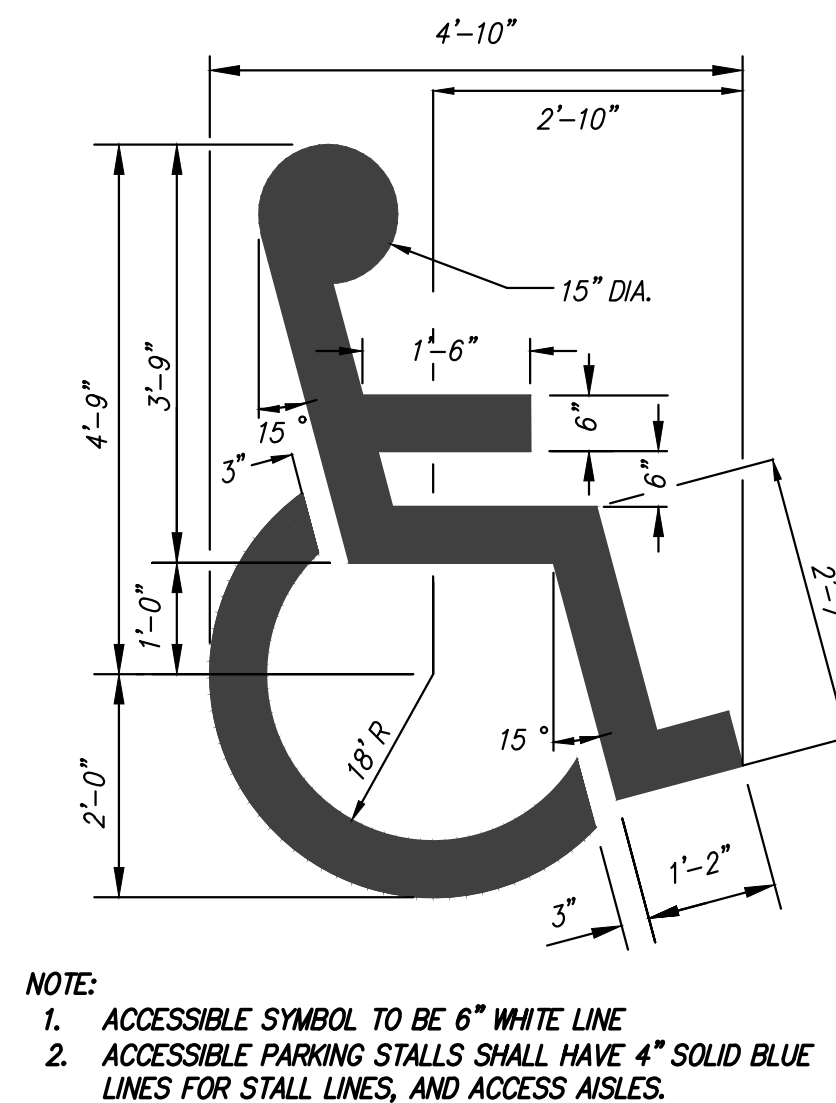
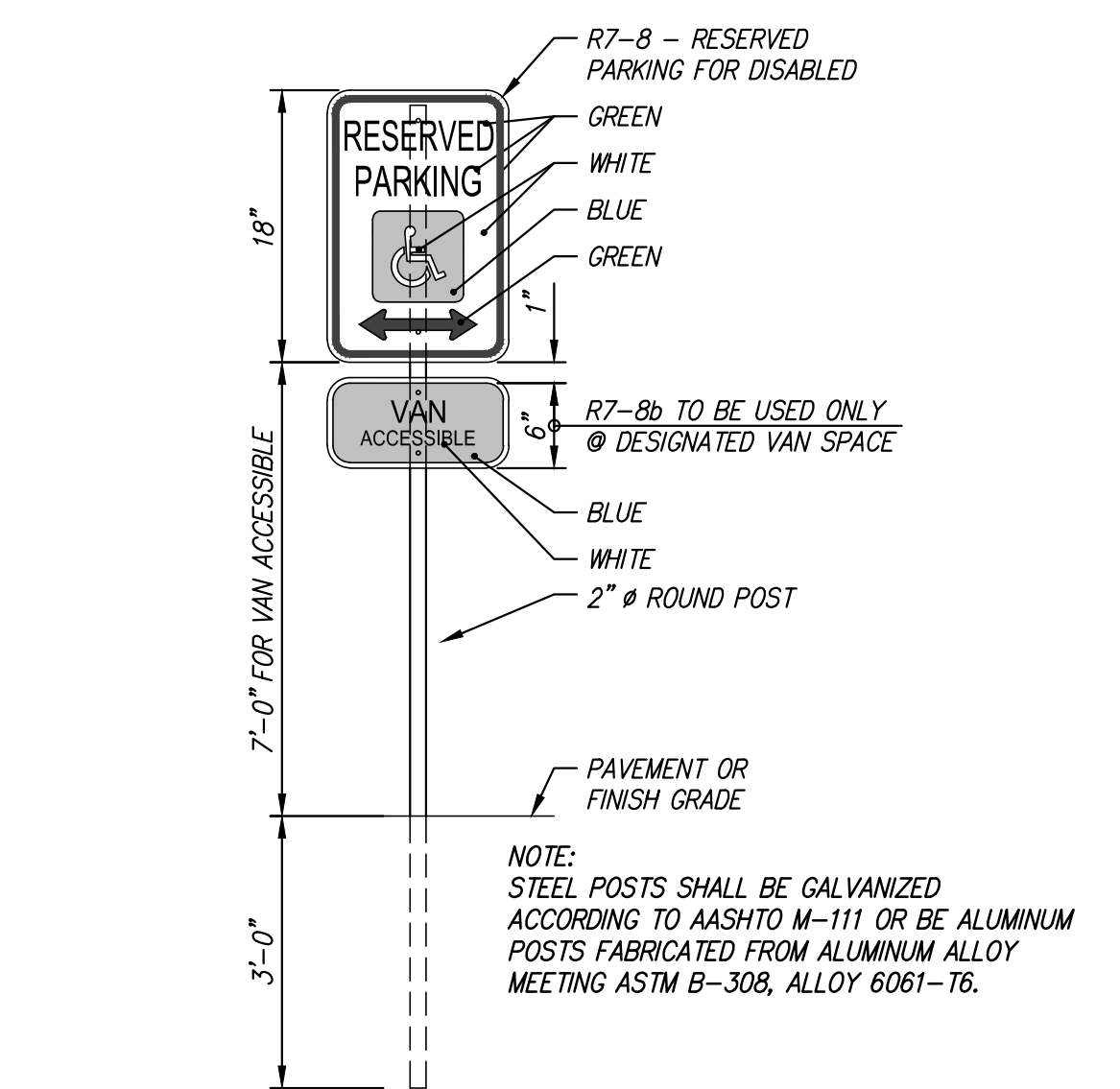
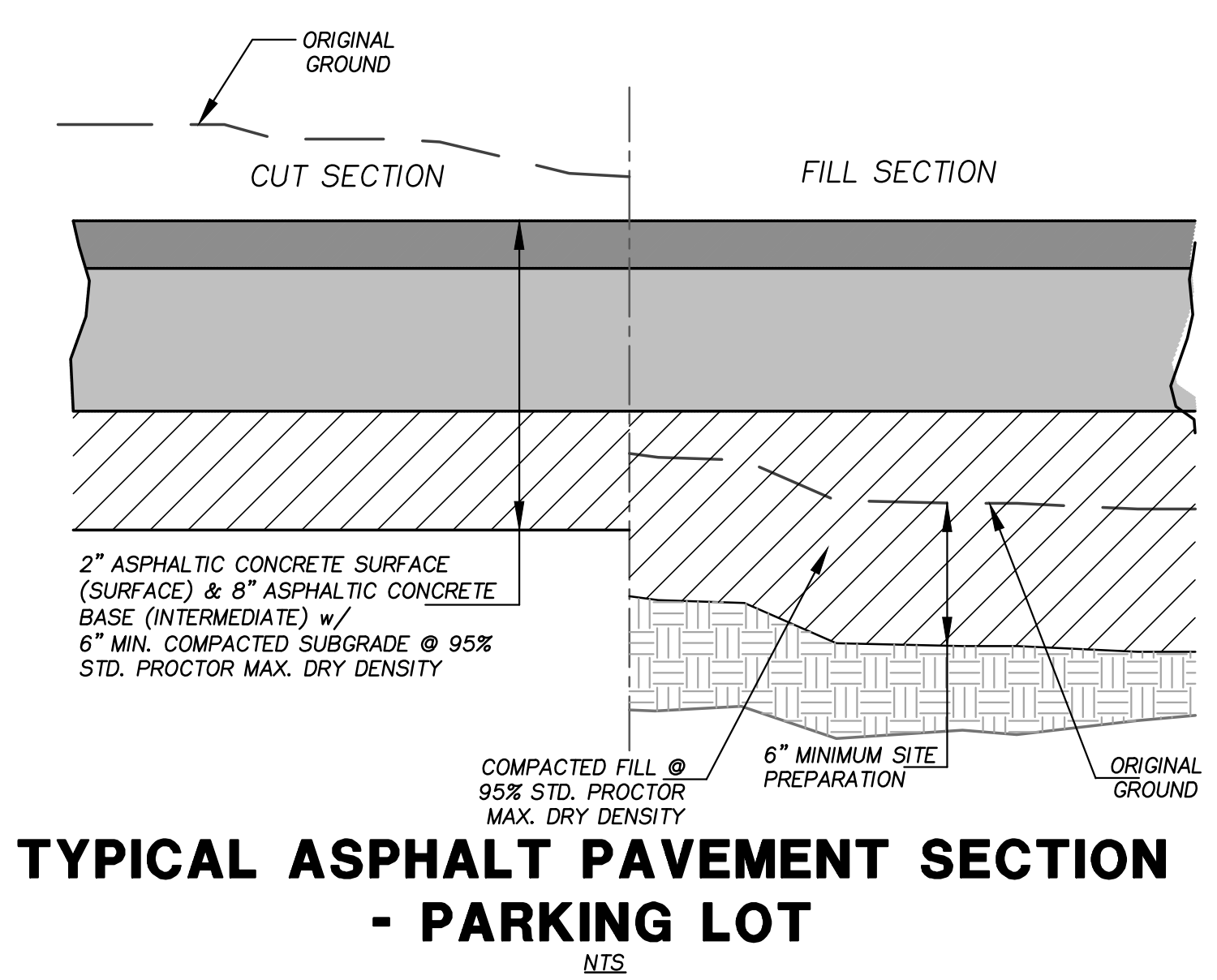
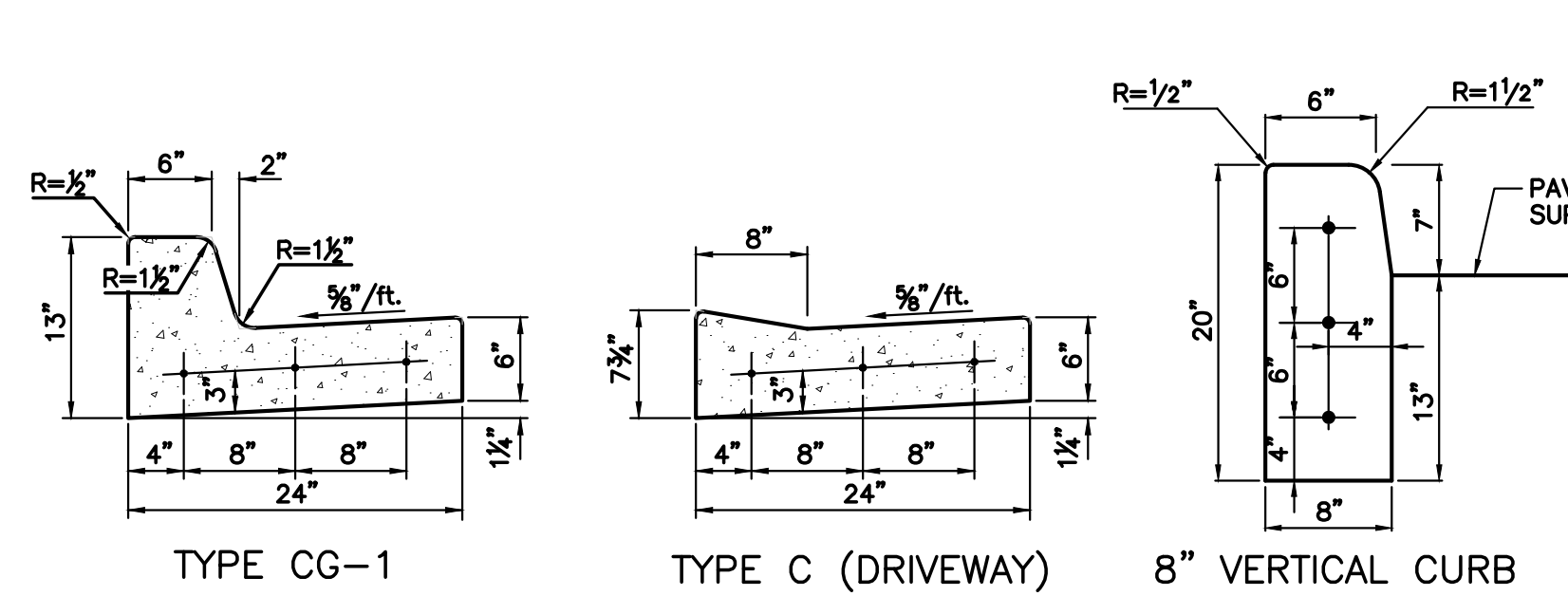
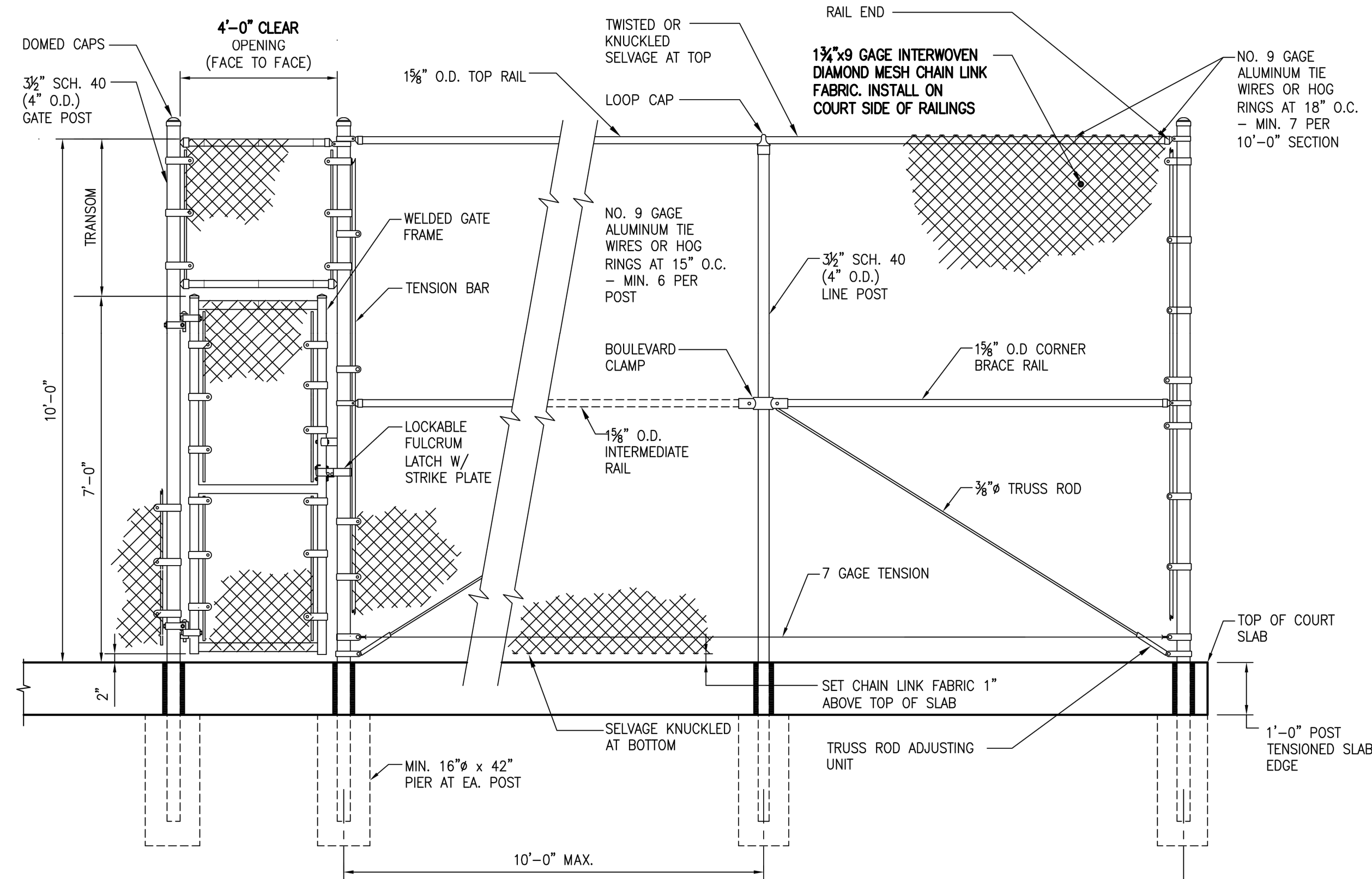


1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPLEMENTING THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP). A COPY OF THE SWPPP SHALL BE AVAILABLE ON SITE AT ALL TIMES.
2. THE EROSION CONTROL FEATURES, NOTES AND SPECIFICATIONS IN THE SWPPP REPRESENT THE MINIMUM REQUIREMENTS ACCEPTABLE. LOCATIONS ARE TYPICAL AND MAY VARY ACCORDING TO CONTRACTORS STAGING AND LIMITS OF CONSTRUCTION. THE CONTRACTOR SHALL ADJUST, MODIFY AND ADD TO THIS PLAN AS NECESSARY TO CONTROL EROSION, SILTATION AND POLLUTION.
3. IT SHALL BE EACH CONTRACTOR'S RESPONSIBILITY TO CONTROL EROSION AND PREVENT POLLUTION FOR ALL WORK WHICH THEY ARE DIRECTLY INVOLVED.
4. EROSION CONTROL DEVICES SHOWN ON THIS PLAN SHALL BE IN PLACE PRIOR TO THE COMMENCEMENT OF ANY DEMOLITION OR GRADING WORK.
5. WHEN POSSIBLE, WITHOUT ADVERSELY AFFECTING CONSTRUCTION OPERATIONS, THE CONTRACTOR SHALL: MINIMIZE THE AMOUNT OF SURFACE AREA WHICH IS EXPOSED AT ONE TIME, LEAVE GRADED AREAS WITH A ROUGH TEXTURE, CONSTRUCT TEMPORARY TERRACES DURING GRADING OPERATIONS, AND LIMIT UNNECESSARY VEHICLE TRAFFIC IN GRADED AREAS.
6. THE SPILLAGE OF DEBRIS, INCLUDING THE TRACKING OF SOIL, OUTSIDE OF THE CONSTRUCTION LIMITS SHALL BE AVOIDED. THEREFORE THE CONTRACTOR SHALL PROVIDE STABILIZED DRIVES AT ALL ACCESS LOCATIONS AS NECESSARY AND SHALL REMOVE PROMPTLY ANY MATERIAL WHICH FINDS ITS WAY INTO THE PUBLIC RIGHT-OF-WAY.
7. SILT FENCES SHALL BE PLACED ON A CONTOUR ELEVATION ALONG THE DOWNHILL SIDE AND FOR THE FULL EXTENT OF THE DISTURBED AREAS WITHIN THE CONSTRUCTION LIMITS. THE LAST FIVE FEET ON EACH END OF RUN OF SILT FENCE/STRAW BALE DIKE SHALL BE PLACED FACING UPHILL AT 90 DEGREES TO THE CONTOUR LINE.
8. THE CONTRACTOR SHALL INSPECT THEIR EROSION CONTROL DEVICES EVERY 7 DAYS AND WITHIN 24 HOURS OF A STORM OF 0.5 INCHES OR MORE IN DEPTH. THE CONTRACTOR SHALL REPAIR DAMAGE, CLEAN OUT SEDIMENT AND ADD ADDITIONAL CONTROL DEVICES AS NEEDED AS SOON AS PRACTICABLE AFTER INSPECTION. DEFICIENCIES MUST BE CORRECTED WITHIN 7 DAYS OF INSPECTION.
9. ALL AREAS UPON REACHING FINAL GRADE SHALL BE BROUGHT TO FINAL TREATMENT, AS SOON AS POSSIBLE. EROSION CONTROL DEVICES SHALL REMAIN IN PLACE UNTIL ALL SOIL DISTURBING ACTIVITIES ARE COMPLETE AND A UNIFORM PERENNIAL COVER WITH A DENSITY OF 70 % (MINIMUM) IS ESTABLISHED.
10. WHERE GRADED AREAS DRAIN ONTO PAVED AREAS, SILT FENCE SHALL BE PLACED AT THE BACK OF CURB TO PREVENT SILT FROM ENTERING THE PAVED AREAS. WHEN THESE EROSION CONTROL DEVICES ARE NOT PLACED ON THE CONTOUR, THEN THEY SHALL HAVE BEEN INSTALLED AT 50' INTERVALS, A 5' LENGTH PLACED AT 90 DEGREES TO THE MAIN LENGTH.
11. REMOVE CONCRETE WASH OUT AREA AFTER ALL CONCRETE WORK IS COMPLETE. AFTER REMOVAL OF THE CONCRETE WASHOUT AREA THE CONTRACTOR SHALL ESTABLISH PERMANENT GROUND COVER (SEED) IN THE AREA WHERE THE WASH OUT WAS LOCATED.
12. ALL TREES LOCATED INSIDE THE GRADING LIMITS SHALL BE REMOVED.

1. PROPOSED CONTOURS ARE 0.1' INCREMENTS.
2. ALL ELEVATIONS SHOWN ARE TO FINISHED GRADE.
3. ALL GRADING OPERATIONS, EXCAVATION, FILL, COMPACTION TESTING, AND BACKFILL SHALL BE OBSERVED AND TESTED BY A QUALIFIED GEOTECHNICAL ENGINEER. GEOTECHNICAL ENGINEER WILL BE DESIGNATED BY AND PAID FOR BY THE OWNER.
4. NO PAVEMENTS SHALL BE PLACED PRIOR TO APPROVAL OF THE SUBGRADE BY THE GEOTECHNICAL ENGINEER.
5. ALL FILL MATERIAL SHALL BE IN COMPLIANCE WITH THE PROJECT SPECIFICATIONS.
6. THE CONTRACTOR SHALL LEAVE ALL AREAS NOT TO RECEIVE PAVEMENT 6 INCHES BELOW THE FINISHED GRADE, TO ALLOW FOR TOPSOIL. SEE LANDSCAPE FOR ADDITIONAL REQUIREMENTS.
7. ALL GRADING OPERATIONS SHALL BE STAKED BY A REGISTERED CIVIL ENGINEER OR A LICENSED LAND SURVEYOR.
8. ALL ADA PARKING STALLS AND ACCESS AISLES, SHALL HAVE LESS THEN 2% IN ANY DIRECTION
9. ALL SIDEWALKS SHALL HAVE A CROSS SLOPE OF 1.5% (2.0% MAX)

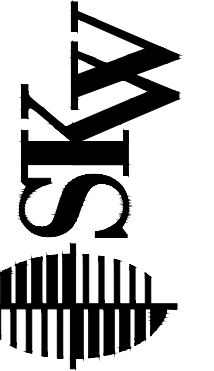
	TREE PROTECTION
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130099-370
SHEET NO.
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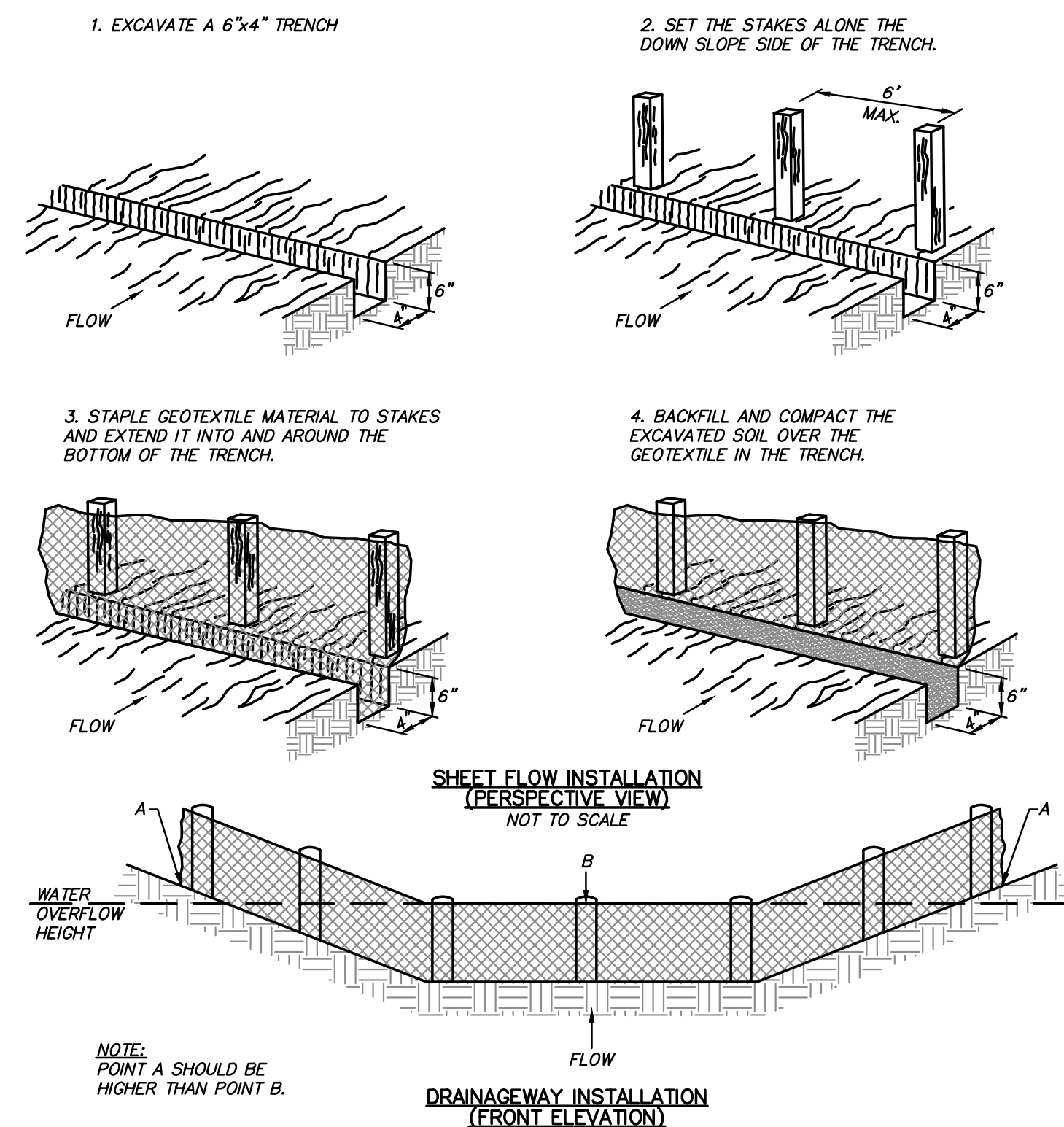
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Issue Date:	08/11/17			

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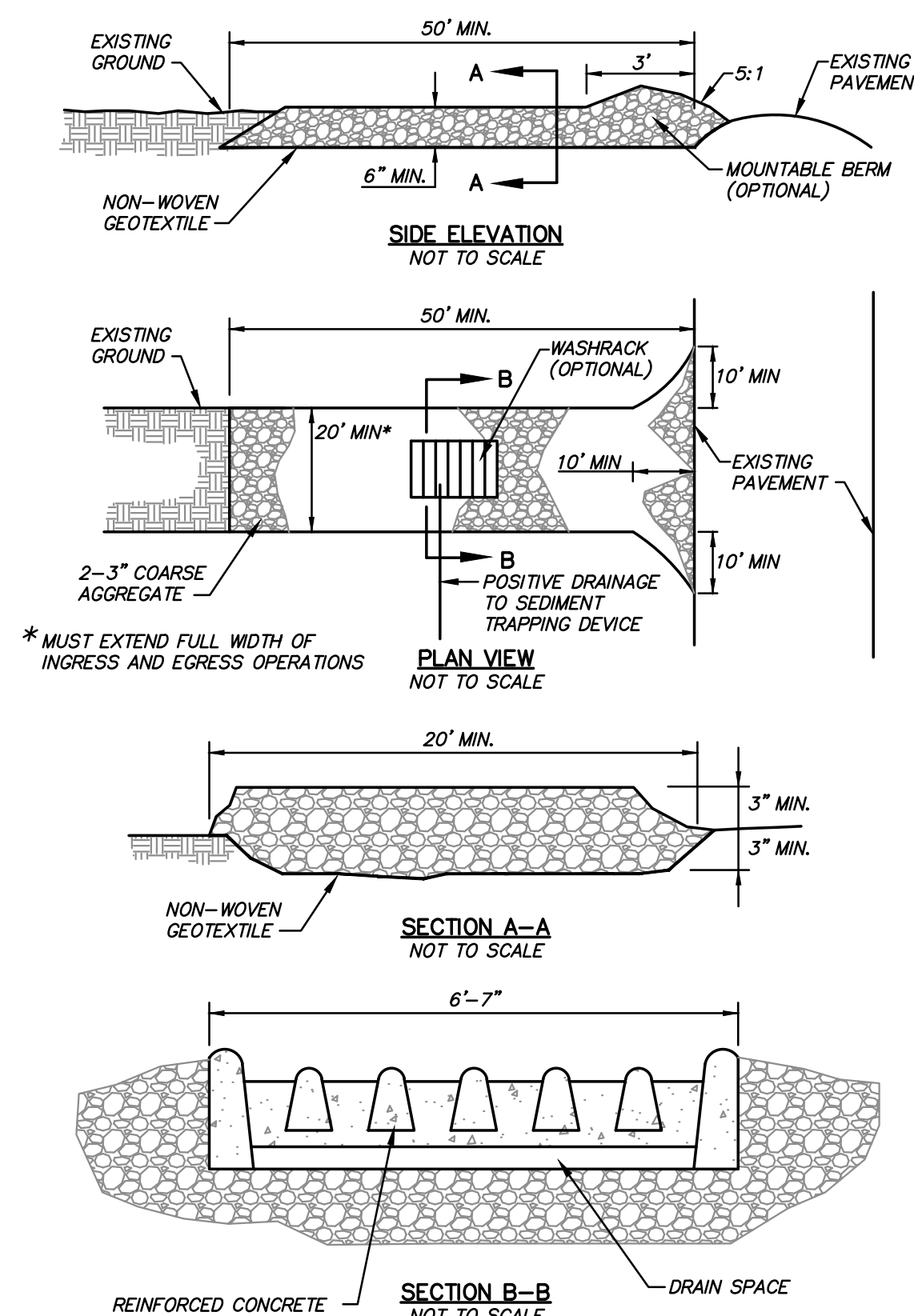
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R-PARK TENNIS COURTS
 CITY OF ROELAND PARK, KANSAS
 DETAILS - 1



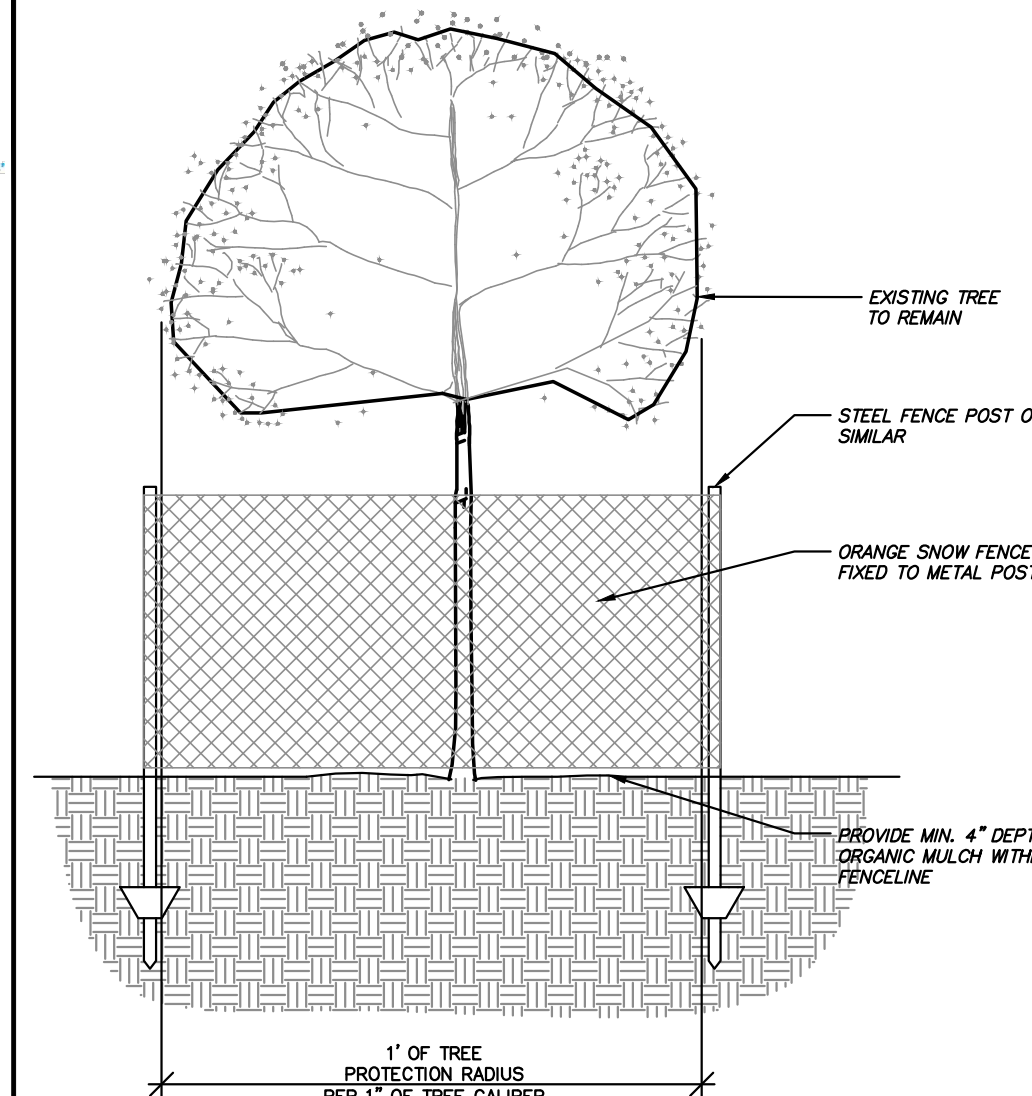
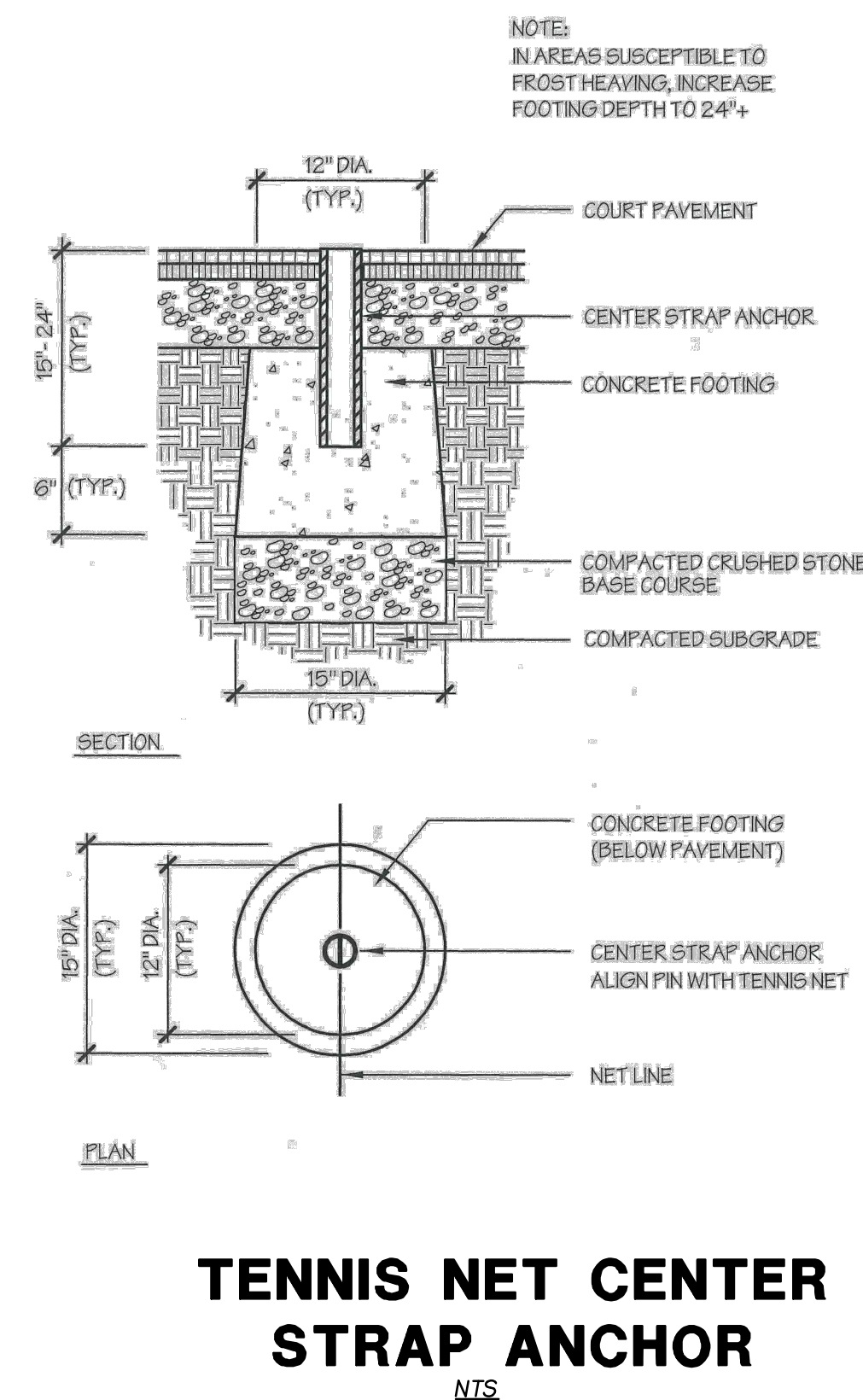
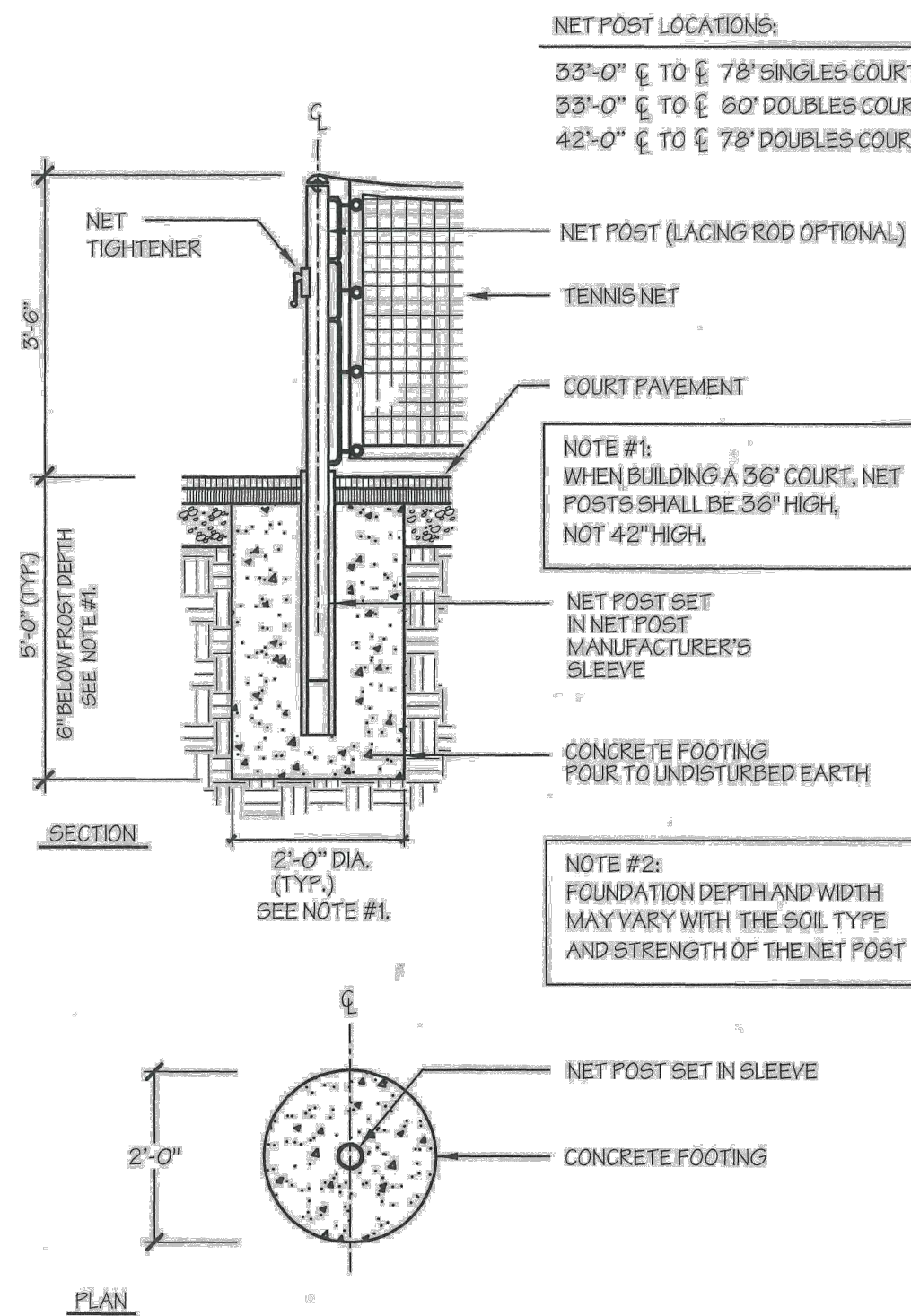
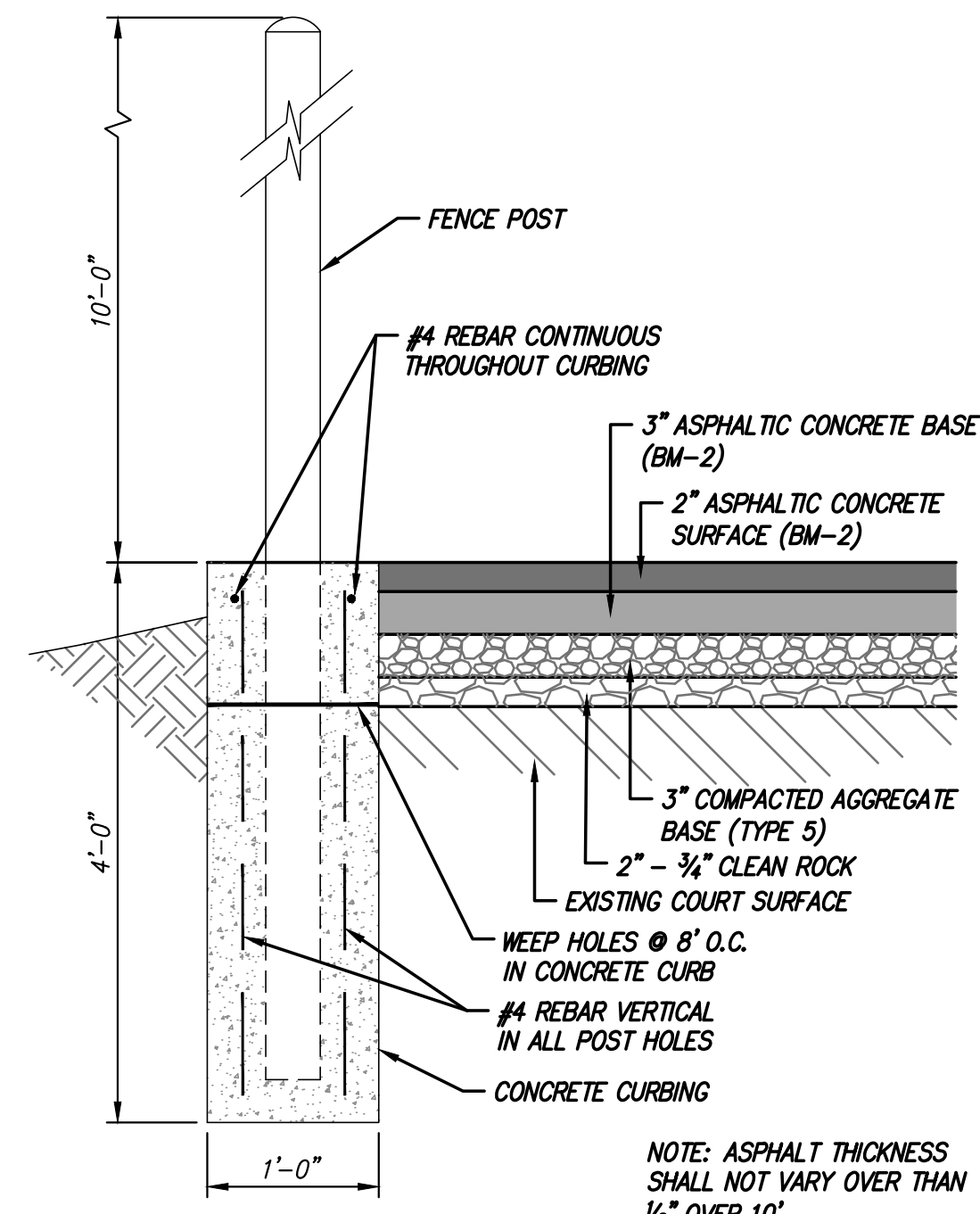
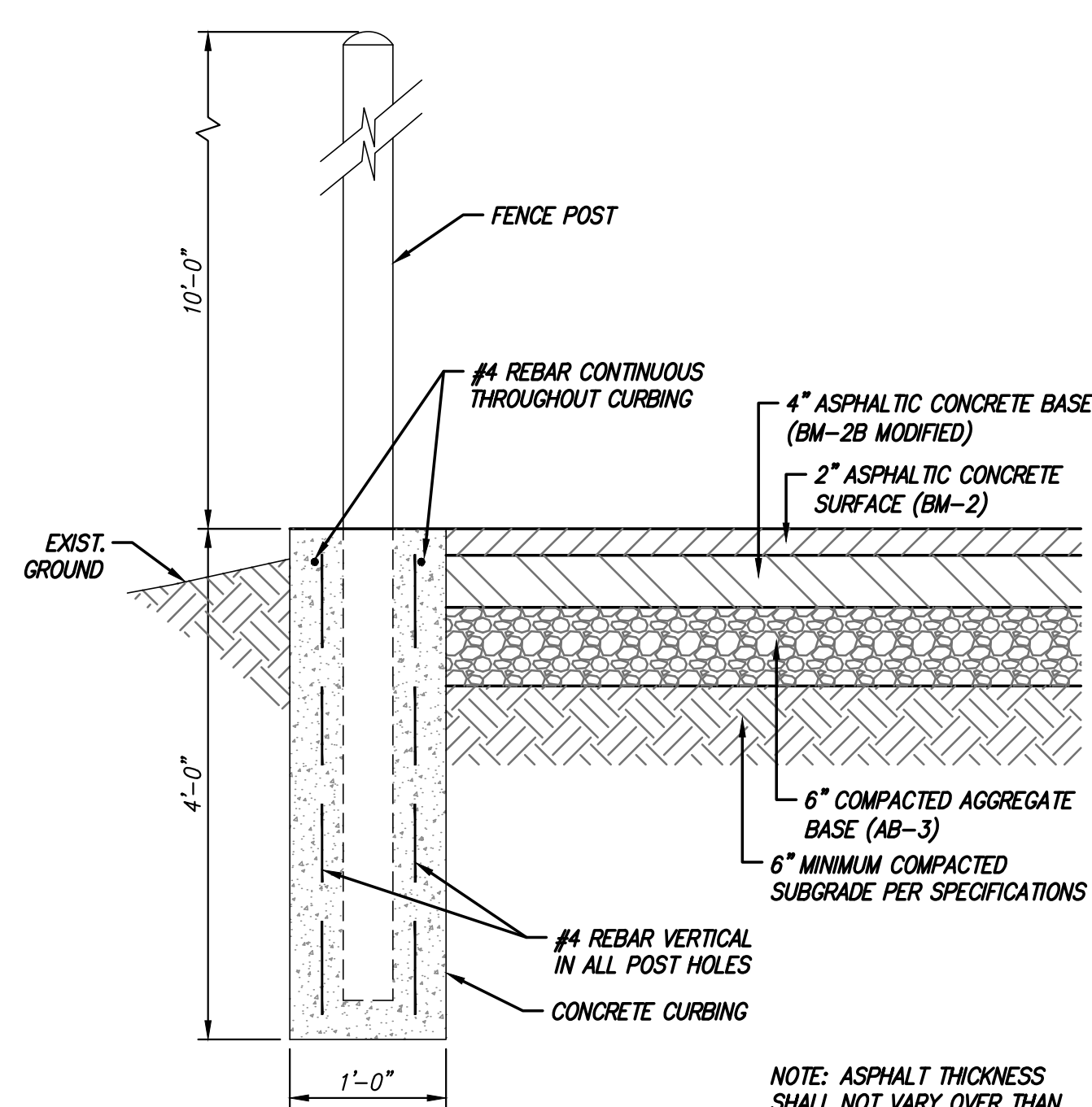
SEDIMENT FENCE NOTES:
A) INSTALLATION

4. THE HEIGHT OF SEDIMENT FENCE SHALL BE A MINIMUM OF 16" INCHES ABOVE THE ORIGINAL GROUND SURFACE AND SHALL NOT EXCEED 34 INCHES ABOVE THE GROUND SURFACE.
5. SEDIMENT FENCE SHALL BE PURCHASED IN A CONTINUOUS ROLL OUT TO LENGTH OF THE BARRIER TO AVOID THE USE OF JOINTS, WHEN JOINTS ARE UNAVOIDABLE, FILTER CLOTH SHALL BE SECURELY SPLICED TOGETHER ONLY AT SUPPORT POINTS.
6. TO MAKE A MAXIMUM OF 16" INCHES DEEP.
7. DIG A TRENCH AT LEAST 6 INCHES DEEP AND 4 INCHES WIDE ALONG THE TRENCH ALIGNMENT.
8. PLACE FABRIC AT LEAST 24 INCHES INTO THE GROUND ON THE DOWNSLOPE SIDE OF THE TRENCH, SPACE POSTS AT A MAXIMUM OF 6 FEET APART.
9. EXTRA-STRENGTH SEDIMENT FENCE FABRIC SHALL BE USED, POST FOR THIS TYPE OF FABRIC SHALL BE PLACED A MAXIMUM OF 6 FEET APART.
10. THE FABRIC SHALL BE PLACED WITH THE STRENGTH SIDE OF THE FABRIC TO THE SIDE OF THE POSTS USING AN MINIMUM OF ONE INCH LONG, HEAVY-DUTY WIRE STAPLES OR TIE-WIRES, AND EIGHT INCHES OF THE FABRIC SHALL BE EXTENDED INTO THE TRENCH TO SECURE THE FABRIC TO THE TRENCH.
11. PLACE THE BOTTOM 1 FOOT OF FABRIC IN THE MINIMUM-OF-6-INCH DEEP TRENCH, LAPPING TOWARD THE UPSLOPE SIDE. BACKFILL WITH COMPACTED GRAVEL.
12. IF A SEDIMENT FENCE IS TO BE CONSTRUCTED ACROSS A DITCH LINE OR SWALE, IT MUST BE OF SUFFICIENT LENGTH TO ELIMINATE ENDFLOW, AND THE TRENCH SHALL BE LOCATED AT THE DOWNSTREAM END OF THE FENCE, FOLLOWING THE CONTOUR, WITH THE ENDS ORIENTED UP-STREAM.
13. EXTRA-STRENGTH SEDIMENT FENCE SHALL BE USED WITH A MAXIMUM 3-FOOT SPACING OF PLANTS.
14. TO REDUCE MAINTENANCE, EXCAVATE A SHALLOW SEDIMENT STORAGE AREA IN THE UPSLOPE SIDE OF THE FENCE TO PROVIDE ACCESS IN AREA OF HEAVY SEDIMENTATION FOR CLEAN OUT AND MAINTENANCE.
15. SEDIMENT FENCES SHALL BE REMOVED WHEN THEY HAVE SERVED THEIR PRIMARY PURPOSE, BUT BEFORE THE UPSLOPE AREA HAS BEEN PERMANENTLY STABILIZED.



TEMPORARY CONSTRUCTION ENTRANCE PAD NOTES:
A) INSTALLATION

1. AVOID LOCATING ON STEEP SLOPES OR AT CURVES ON PUBLIC ROADS. IF POSSIBLE, LOCATE WHERE PERMANENT ROADS WILL EVENTUALLY BE CONNECTED.
2. REMOVE ALL VEGETATION AND OTHER UNSUITABLE MATERIAL FROM THE FOUNDATION AREA, GRADE AND CROWN FOR POSITIVE DRAINAGE.
3. IF SLOPE TOWARDS THE PUBLIC ROAD EXCEED 2% CONSTRUCT A 6"-TO-8" DRAINAGE DITCH AT THE EDGE OF THE GRADED FOUNDATION, APPROXIMATELY 15 FEET FROM THE EDGE OF THE PUBLIC ROAD TO DIVERT RUNOFF AWAY FROM IT.
4. INSTALL SLOPED UNDER THE ENTRANCE IF NEEDED TO MAINTAIN DRAINAGE DITCHES ALONE PUBLIC ROADS.
5. PLACE STONE TO DIMENSIONS AND GRADE AS SHOWN ON PLANS. LEAVE 18" TO 24" WITHIN DITCH FOR STONE OR DRAINAGE.
6. DIVERT ALL SURFACE RUNOFF AND DRAINAGE FROM THE ENTRANCE TO A SEDIMENT CONTROL DEVICE.
7. IF THERE IS AN ANTICIPATED, PLACE GEOTEXTILE FABRIC ON THE GRADED FOUNDATION TO IMPROVE A STABILITY.



EXISTING TREE PROTECTION

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LAYOUT: DTLS (2)	BY: GERBER
XREF DWG1: NONE	DATE: 8/11/2017
XREF DWG3: NONE	XREF DWG2: NONE
XREF DWG4: NONE	

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CITY OF ROELAND PARK, KANSAS

DETAILS - 2

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SHEET NO.
C502

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Designed By: GMP
 Drawn By: WTG
 Checked By: MDK
 Issue Date: 08/11/17

PROJECT MANUAL

R-PARK TENNIS COURT RECONSTRUCTION

FOR

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

Bid Date: TBD

SKW Project No. 130099-370

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DIVISION 11

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1.01 GENERAL

- A. An investigation of subsoil has not been made for this project. No classification of material shall be made. Ground water and rock may be encountered in excavations. Depth of ground water may vary seasonally.

1.02 ADDITIONAL INFORMATION

- A. The Contractor should visit the site and acquaint himself with all existing conditions. Prior to bidding, bidders may make their own subsurface investigations to satisfy themselves as to site and subsurface conditions but such subsurface investigations shall be performed only under time schedules and arrangements approved in advance by the City. Such exploratory excavation shall be made in a manner and location that will not disturb piping or buried electrical lines.
- B. The Contractor shall satisfy himself as to the nature of the material to be excavated and the amount of rock or water to be handled. The Contractor shall include in his unit prices bid all costs in connection with excavation, dewatering and difficulties encountered and shall assume full risk in the matter.

END OF SECTION

1.01 GENERAL

Demolition and site Preparation shall be done in accordance with Section 2101 of the "APWA Specifications".

- A. This shall include the removal of all existing culverts, walls, pavements, steps, and other improvements and appurtenances, as required to construct the proposed improvements. Materials unsuitable for embankment shall become the Contractor's property and shall be disposed of off the construction site.
- B. This shall consist of clearing and grubbing including removal of all unsuitable materials such as brush, stumps, rubbish and trees marked for removal that are within the construction site limits. These unsuitable materials are the Contractor's property and shall be disposed of properly. The plans may not show all items to be removed. Other removals shall be as approved or directed by the Engineer. No additional payment will be made for such additional removals, except for individual tree removal as defined in Part 3.06 of this section.

1.02 PROTECTION

This shall include using all means necessary to protect existing structures, equipment, piping and facilities not designated for removal. The Contractor shall comply with all laws, ordinances, applicable safety code requirements and regulations relative to the demolition and clearing called for and the protection of life and property. He shall be responsible for all damage caused by his operations. The contractor shall erect barriers, fences, guard rails, enclosures, chutes, and shoring to protect personnel, structures, and utilities remaining intact. The Contractor shall replace or repair any structures, equipment, piping or facilities not scheduled for removal, but damaged during course of the work.

1.03 NOTIFICATION

The Contractor shall notify the Owner and secure approval at least three days prior to beginning demolition. The Owner shall remove any material and equipment he desires. Contractor may proceed with demolition after the Owner has removed the material and equipment he desires to keep.

3.01 BLASTING

No blasting will be allowed.

3.02 GRUBBING

- A. Grubbing shall consist of the removal of all stumps, roots, buried logs, foundations, drainage structures, abandoned water wells and other objectionable materials below the ground surface.
1. Limits of grubbing:
The area to be grubbed shall include all area within the construction site limits.
 2. Materials:
All tap roots, lateral roots or other projections over 2 inches in diameter shall be removed to a depth of two (2) feet below the natural ground surface. Grubbing of Osage Orange or Locust hedge shall include removal of roots.
 3. Filling of holes:
All holes caused by grubbing operations shall be backfilled and compacted in accordance with the applicable provisions of these specifications and to the level of the surrounding ground surface.
 4. Disposal:
Products of grubbing shall be disposed of away from the site.

3.03 BURNING

No burning will be allowed.

3.04 CLEARING

The Contractor shall scalp all areas where excavation or embankment is to be made. Scalping shall include the removal of material such as sod, grass residue of agricultural crops, sawdust, and decayed vegetable matter from the surface of the ground without removing more earth than is necessary. The products of scalping shall be disposed of away from the project site. All such disposal shall be at the Contractor's sole expense.

3.05 PLUGGING EXISTING PIPES

All existing pipes and structures that need to be plugged where directed by the Engineer, shall be permanently sealed with bulkheads constructed of concrete or brick masonry having a minimum thickness of 12 inches. No direct payment will be made for this work.

3.06 REMOVAL

- A. The Engineer will designate individual tree which meet this definition for removal. The Engineer will also designate all trees, shrubs and plants within the construction limits that are to remain.

All other vegetation within the construction limits shall be removed and properly disposed of.

- B. Pavements, abandoned sewers, pipe lines, or other obstructions to the project construction, within the construction limits or street right-of-way not designated or permitted to remain, shall be removed and disposed of by the Contractor away from the site of the work.
- C. Removing Pavement:
1. In removing pavement, curb, curb and gutter, gutters, sidewalk, and other similar improvements, and where a portion of such improvements are to be left in place, they shall be removed to an existing joint or to a joint sawed to a minimum depth of one inch with a true line and vertical face. Sufficient removal shall be made to provide for proper grade and connections in the new work regardless of any limits which may be indicated on the plans.
 2. Where part of the existing concrete curb, asphalt pavement or driveway is to be removed at locations other than construction or expansion joints, the existing concrete shall be cut with a concrete saw to a minimum depth of two (2) inches or one fourth (1/4) the existing slab, whichever is greater. Water shall be used, as required, to control concrete dust during sawing operations. In order to provide true alignment and a vertical face against which the replacement concrete can be placed, greater depth of cut may be necessary. If the remaining concrete is chipped or cracked during sawing or removal, it shall be resawed behind the limits of the chip or crack. Sawing shall be along a line parallel to or perpendicular with the nearest joint, except as otherwise specified by the Engineer, to assure uniform appearance.
 3. No separate payment will be made for sawing concrete. All cost shall be included in the unit prices for other items as listed in the Proposal.

3.07 PAYMENT

Payment will be made at the contract Lump Sum price for "Clearing and Demolition" as listed in the proposal.

END OF SECTION

1.01 GENERAL

All work of producing and placing asphaltic concrete surface and base for street pavement shall conform to Sections 2204 and 2205 of the APWA Standard Specifications.

2.01 ASPHALTIC CONCRETE PAVEMENT

- A. Asphaltic concrete mixes shall be in conformance Section 2205.3 of the APWA Standard Specifications. Base course shall be 1-01; surface course shall be 3-01 in parking areas. Base course shall be BM-2; surface course shall be BM-2B Modified for tennis court areas.
- B. Reclaimed Material for Base Course:
No reclaimed material may be used.
- C. Anti-Stripping Agent:
All bituminous mixtures shall contain an anti-stripping agent. AD-here TM LOF 65-00 LS as manufactured by AAR-MAZ Products, L.P. shall be added to the asphalt cement at the rate of 0.75% by weight of the asphalt cement. Other asphalt anti-stripping additives and their application rate may be used when proven equal after testing as specified in Paragraph "Resistance of Compacted Bituminous Mixture to Moisture Induced Damage AASHTO T 283-89" and approved by the City Engineer.

2.02 ASPHALT PAVEMENT MILLING

- A. Asphalt pavement milling shall be performed in accordance with Section 616 of Kansas City Highway Specifications.

2.03 TACK COAT

- A. Tack coat (SS-1) shall be in accordance with the plans and Section 2204 of the APWA Standard Specifications.
- B. Tack coat shall be applied between each layer of new asphaltic concrete, as well as those surfaces specified in the plans, to assure bond unless the previously laid surface is absolutely clean and the Engineer is satisfied that proper bonding will occur without tack coat. Tack coating between layers of new asphaltic concrete may be omitted only with the Engineer's permission.
- C. Tack coat application temperature shall be between 150° and 225° F

3.01 ASPHALTIC CONCRETE PLACEMENT

- A. Asphalt mixing plants shall conform to Section 2205.4 of the APWA Standard Specifications.
- B. Transportation of the asphaltic concrete mix shall conform to Section 2205.5 of the APWA Standard Specifications.
- C. Asphalt paving equipment shall conform to Section 2205.7 of the APWA Standard Specifications.

3.02 CONSTRUCTION REQUIREMENTS

Section 2205.8 of the APWA Standard Specifications shall be amended to require that the lift of base course immediately preceding the surface course be laid in a continuous operation and that this lift provide a finished surface that deviates no more than 3/8 inch from the grades shown on the Plans. Such deviations will be allowed only if they are roughly compensating in extent and direction.

3.03 SURFACE REQUIREMENTS

Tolerances for street pavement construction shall be as follows:

- A. Finished grade of centerline of street pavements shall be within the tolerance range of minus zero (0) to plus three-quarter (3/4) inch with respect to concrete gutter lip.
- B. Finished grade of asphaltic concrete surface shall match concrete gutter lip within the tolerances of 0" to 3/8" above gutter lip.
- C. Total compacted thickness of base and asphaltic concrete surface at any point shall be not less than the thickness shown on the plans by more than three-eighths (3/8) inch and the average of points checked for total thickness shall not be less than shown on the Plans.
- D. Thickness of asphaltic concrete surface shall be within the tolerance range of minus one-quarter (1/4) inch to plus one-half (1/2) inch with respect to the thickness shown on the plans.
- E. Straight-Edge Requirements: Maximum variation from a ten (10) foot straight-edge shall be not more than 1/8 inch, with the provision that allowance shall be made for short vertical curves in the application of these requirements.
- F. If the Engineer finds the pavement is not in the tolerances, he will then make a determination if the pavement will be accepted and remain in place. The Engineer will document the basis of acceptance which may provide for an appropriate adjustment in the contract unit price for the asphaltic concrete items as he deems necessary, based on his engineering judgement.

If the Engineer finds the work to be unacceptable, the asphaltic concrete shall be replaced or otherwise corrected by and at the expense of the Contractor.

3.04 GUARANTEE AND MAINTENANCE OF PAVEMENTS SURFACED WITH ASPHALTIC CONCRETE

- A. General:
 - 1. The Contractor is required, until the end of the two year guarantee period, to:
 - (a) Guarantee all pavements surfaced with asphaltic concrete against defective materials and workmanship.
 - (b) Maintain all asphaltic concrete pavements in connection with specific items enumerated in paragraph B below.

2. This requirement applies to all pavements surfaced with asphaltic concrete under this Contract, including construction directly on sub-grade or on existing pavement or base.
3. The intent is that at the end of the two year guarantee period, the Owner will have a durable and serviceable pavement; that defective materials and workmanship will have been corrected; and that any necessary maintenance in connection with specific items enumerated in paragraph B below, whether or not due to defects in Contractor's materials and workmanship, will have been accomplished. All materials and construction for such work will be at the Contractor's expense, with the exception of construction of any underdrains which may prove to be necessary.

B. Conditions Requiring Correction:

Any adverse conditions which substantially affect the use, function, quality or life of the pavement shall be corrected, including the following:

1. Conditions stipulated in Regulations of the Contract, Article GC-45.
2. Undue deformation, due to sub-grade yielding or movement, or for any other cause, but not including cuts by others for storm or sanitary sewers, water, gas or any other utilities from the award of Contract to a period of two years from and immediately following acceptance of the completed project by the Owner. Corrections shall be made if pavement has water pockets and does not properly drain; if variation from a ten (10) foot straight edge is more than three-eighths (3/8) inch; or if there are small local deformations which noticeably affect riding quality.
3. Chuck holes.
4. Cracks which appear for any reason, but which may or may not indicate failure of sub-grade, base of surface, and which are wide enough in cool weather to be sealed by high standard crack sealing methods.

C. General Requirements for Corrective and Maintenance Work:

1. All corrective and maintenance work shall be done promptly upon notification by the Owner, in order to prevent unnecessary further deterioration and in order not to inconvenience the traveling public unduly.
2. All work shall be in accordance with the highest standard of the asphalt pavement industry and shall be of such nature as to be substantially permanent. The Contractor shall submit his proposed methods and designation of materials to the Owner, or the Owner through its Consulting Engineer, for approval in advance of such work.
3. The work may require partial reconstruction, rehabilitation, patching and crack filling. Reconstruction or rehabilitation shall be with asphaltic concrete in accordance with these Specifications of approved equal.
4. Crack filling shall be done during relatively dry weather and at temperatures when the cracks will be near maximum width. Materials and methods shall be based on width of crack. Materials shall be of such consistency as to minimize whipping out under traffic. Cracks shall be thoroughly blown and cleaned out and filler installed without superficial bridging.

D. Underdrains: In some cases of pavement failure, it may be apparent that repair of the pavement cannot be successfully accomplished without the installation of underdrains. In such cases, the Owner shall pay all costs in connection with the construction of necessary

underdrains. The Contractor shall repair the failed pavement at his own expense.

- E. The Contractor shall deliver tickets to the Owner's Construction Representative as each truck load is delivered to the job. The delivery tickets shall be numbered consecutively, state the project number, origin of the load, time loaded, temperature and weight of the load, truck number, type of mix and approved job mix formula report number.

3.05 MEASUREMENT AND PAYMENT

- A. Payment for construction of asphaltic concrete surface, including furnishing all milling and surface preparation, materials, labor and equipment, shall be paid for at the contract unit price, per square yard. Plan quantity will be used for payment unless the amount of work is increased or decreased by an approved change order.
- B. No direct payment will be made for excavation, subgrade preparation and tack coat.

END OF SECTION

1.01 GENERAL

See Concrete Section 00300

Section 2301 of the APWA Standard Specifications shall govern the construction of concrete sidewalks, driveways, and steps, except as modified in this Section 02513.

Sidewalk surfaces shall be marked with a transverse joint spaced equal to the width of the sidewalk. Tool all four edges. Broom finish perpendicular to walk.

3.01 PAYMENT

- A. Payment for concrete sidewalk shall be paid for at the contract unit price, per square yard, for Sidewalk. The concrete for sidewalk ramps shall be measured and included in the total area of 4-inch concrete sidewalk.
- C. Payment for additional work and materials shall be paid at the contract unit price, per each, for "sidewalk ramp".

END OF SECTION

1.01 GENERAL

See Concrete Section 03300.

Section 2209 of the APWA Standard Specifications shall govern the construction of concrete curb and gutter.

Concrete curb and gutter shall be in accordance with the lines, grades and details in the plans.

Curb and Gutter "Lay Down Machine" is required except at sections under 50 feet.

2.01 MEASUREMENT AND PAYMENT

- A. Concrete curbs and gutter shall be measured along the top of the back of curb.
- B. Payment for concrete curb and gutter shall be paid for at the contract unit price, per linear foot, for "Concrete Curb and Gutter."

END OF SECTION

1.01 GENERAL

Where required to provide access and maintain traffic and when directed by the Engineer, the Contractor shall provide temporary surfacing of Crushed Stone. Such temporary surfacing shall be maintained by the Contractor in a safe, reasonably smooth condition as long as it is in use. Crushed stone for temporary surfacing shall meet the requirements of Section 2202.2 of the APWA Standard Specifications, unless the Engineer agrees to a different gradation because of site conditions.

Where required to maintain drainage and when directed by the Engineer, the Contractor shall furnish and install such temporary drainage facilities, as required, to allow for adequate surface and storm sewer drainage to prevent accumulation of water and to control erosion. Temporary drainage shall conform to applicable portions of these construction documents and be furnished, placed and maintained at the Contractor's expense.

2.01 PAYMENT

No direct payment will be made for temporary drainage or temporary surfacing, complete and in place, including removal. All cost pertaining thereto shall be included in the contract prices for other items as listed in the proposal.

END OF SECTION

1.01 GENERAL

The work of this Article shall consist of furnishing and placing all chain link fencing and gates.

2.01 MATERIALS

- A. Delegated Design: Engage a qualified professional engineer to design chain-link fence and gate frameworks.
- B. Structural Performance: Chain-link fence and gate frameworks shall withstand the design wind loads and stresses for fence height(s) and under exposure conditions indicated according to ASCE/SEI 7.
- C. Chain Link Fence Fabric: Provide fabric in one-piece heights measured between top and bottom of outer edge of selvage knuckle or twist according to "CLFMI Product Manual" and requirements indicated below:
 - 1. Fabric Height: As indicated on drawings
 - 2. Steel Wire for Fabric: Wire diameter of 0.114 inch, 9 gauge
 - a. Mesh Size: 2 inches, without knots or ties
 - b. Polymer Coated Fabric: ASTM F668, Class 2 over zinc-coated steel wire. Color: Black, according to ASTM F 934
 - 3. Selvage: Knuckled at both selvages.
- D. Fence Framework: Posts and Rails shall be ASTM F1043 for framework, including rails, braces and line; terminal; and corner posts. Provide members with minimum dimensions and wall thickness according to ASTM F 1043 or ASTM F 1083 based on the following:
 - 1. Fence Height: As indicated on drawings
 - 2. Polymer Coating over Metallic Coating: Color to match chain link fabric, according to ASTM F 934
- E. Swing Gates: ASTM F 900 for gate posts and single swing gate types, as indicated on the Drawings.
 - 1. Gate Leaf Width: As indicated on the Drawings
 - 2. Framework Member Sizes and Strengths: Based on gate fabric height as indicated on the Drawings to match height of fence. Frame corner construction to be welded or assembled with corner fittings.
 - 3. Polymer Coating over Metallic Coating: Color to match chain link fabric, according to ASTM F 934.
 - 4. Hinges: 180 Degree inward swing as indicated on the Drawings.
 - 5. Latches permitting operation from both sides of gate.
- F. Grout: Nonshrink, nonmetallic grout, factory packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107/C 1107M. Provide grout, recommended in writing by manufacturer, for exterior applications.

3.01 PAYMENT

- A. All work, equipment, and material required removing, salvaging, and constructing fences in conflict with construction of the improvements shall be subsidiary to the other items of construction.

END OF SECTION

1.01 GENERAL:

The work of this section shall consist of fertilizing, seeding and mulching. All areas disturbed by the work, and not to be paved, shall be seeded.

2.01 FERTILIZER, SEED, AND MULCH:

All materials and work shall conform to Section 2401, APWA Specifications except as amended herein.

- A. Fertilizer shall be in accordance with Section 2401.2.C of the APWA Specifications.
- B. Fertilizer shall be applied in accordance with Section 2401.3.A of the APWA Specifications.
- C. All mulch shall be vegetative type.
- D. Seed shall be Type A.
- E. Hydraulic seeding and fertilizing may be used in lieu of mechanical applications provided they are applied separately and incorporated into the soil as specified in Section 2401, APWA Specification.
- F. Seed shall be applied at 2 times the rate shown in APWA Section 2401.3.C.
- G. An established grass cover shall be provided on all areas requiring seeding prior to acceptance of this item.

3.01 MEASUREMENT AND PAYMENT OF SEED:

- A. Measurement shall be per lump sum.
- B. Payment for work required to fertilize, seed and mulch all disturbed areas, including furnishing all materials, labor and equipment, shall be paid for by the lump sum.

END OF SECTION

1.01 GENERAL

This specification covers all cast-in-place plain and reinforced concrete construction required by the plans and specifications in the performance of this Contract, including all materials, labor, equipment and appliances.

1.02 GENERAL CONCRETE CONTROL AND QUALITY

- A. The current editions, as of date of opening bids for this Contract, of the "Bulletins" and Approved Sections of the "Standard Concrete Specifications" issued by the Mid-West Concrete Industry Board, Inc. of Kansas City, Missouri, are hereby made a part of this specification and shall have the same effect as if repeated herein. Said Bulletin and Specifications will be hereinafter referred to as "MCIB". The Contractor shall obtain sufficient copies of same to furnish them to his superintendents, pertinent sub-contractors and concrete and material suppliers.
- B. When the provisions of the specifications or plans for this Contract differ from MCIB, the provisions of these specifications and plans shall govern.

2.01 MATERIALS

Materials shall conform to the requirements of the Kansas City Metropolitan Materials Board (KCMMB).

- A. Cement. Cementitious materials shall meet the requirements of the KCMMB.
- B. Fine Aggregate. Aggregate for concrete shall meet the requirements of the KCMMB.
- C. Coarse Aggregate. Aggregate for concrete shall meet the requirements of the KCMMB.
- D. Mixing water. MCIB Section No. 4.
- E. Air-Entraining Agent. Air-entraining agents used to produce specified amounts of air entrainment shall be neutralized Vinsol Resin, Darex AEA, Protex AEA or an approved equal conforming to the applicable requirements of ASTM Designation C260 and MCIB Bulletin No 20.
- F. Admixtures - Fibrous Concrete Reinforcements. 100 percent virgin polypropylene, fibrillated fibers containing no reprocessed olefin materials and specifically manufactured for use as concrete secondary reinforcement. Volume per cubic yard shall equal a minimum of 0.1% (1.5 pounds). Fibers are for the control of cracking due to drying shrinkage and thermal expansion/contraction, reduction of permeability, increased impact capacity, shatter resistance, abrasion resistance, and added toughness. Fiber manufacturer must document evidence of 5 year satisfactory performance history, compliance with applicable building codes and ASTM C-1116 Type III 4.1.3 and ASTM C-1116 Performance Level I outlined in Section 21 Note 17.

Fibrous concrete reinforcement shall be manufactured by Fibermesh Company, 4019 Industry Drive, Chattanooga, Tennessee, USA 37416 (or approved equal). There will be no direct pay for fibrous concrete reinforcements.

G. Reinforcing Steel.

1. General: All reinforcing steel shall be deformed bars and shall comply with ASTM Designation A615, Grade 40 or 60. Applicable portions of MCIB Bulletin No. 12, "Reinforcing Steel-Handling and Placing," shall also be observed.
2. Bar Supports: All bolsters and chairs shall be in accordance with ACI Standard 513, and those used in the underside of the top slabs shall be pre-galvanized. On sub-grade, support on continuous chairs or on concrete brick or hard burned clay brick, at Contractor's option.
3. Fabrication: Fabrication of reinforcing steel shall be in accordance with ACI Standard 315. Requirements for laps, spacing, edge distance, length and bending of bars are given on the Plans. Reinforcing steel shall be protected from damage at all times. The bars shall be firmly tied at the alternate crossings, or closer. The steel shall be tied in correct position, positively secured against displacement, and inspected before any concrete is placed. Care shall be exercised to maintain proper clearance between the forms and the reinforcement. Bars at the top of lifts shall be held securely in correct position by means of approved metal bar supports. Before any concrete is placed, any dried mortar, loose rust or mud shall be cleaned from the reinforcing steel.

H. Welded Wire Fabric. ASTM Designation A-185.

I. Expansion Joint Filler. AASHTO M213.

2.02 READY MIXED CONCRETE

- A. Ready mixed concrete, in accordance with ASTM Designation C-94, shall be used unless otherwise authorized by the Engineer. Any concrete which is not plastic and workable when placed on the subgrade or in the forms shall be rejected.
- B. Concrete shall be completely placed in the forms within one hour after the truck leaves the ready mix plant or after water is added to the mix, whichever occurs first.

2.03 CONCRETE MIX

- A. Class KCMMB-4K Concrete Construction All concrete used in construction of curbs and gutters, retaining walls, culvert aprons, inlets, junction boxes, yard inlets, manholes, ditch liners, sidewalks, and integral sidewalk retaining walls shall be classified as Class KCMMB-4K unless otherwise stated in the plans. For curb and gutter use added fibers.

3.01 CONCRETE INSPECTION

- A. MCIB Bulletin No. 6 shall apply.

- B. Under Item 1 (a) of Bulletin No. 6, the word "Inspector" shall also mean "Construction Representative" or "Engineer."
- C. The Owner will pay for laboratory tests in accordance with Item 4(a) of said Bulletin No. 6.
- D. Under Item 7(e) of said Bulletin No. 6, the laboratory shall also report test results to the Owner.

3.02 CURING CONCRETE

Maintain continuously for 5 days after placing:

- A. Concrete temperature at least 50° F. and not over 100° F.
- B. Concrete Moisture:
 - 1. Walls & Structures - Cover with 6 mil polyethylene film and leave forms on 5 days, except as required for rubbing.
 - 2. Slabs - Polyethylene membrane 4 mil thick; lap joints 6".
Hold down with 1 x 4 at laps and at 6 foot centers. Membrane to be translucent or white in hot weather; black in cold weather.
 - 3. Pavement, Walks, -
Channels, and
other Approved
Structures Spray approved membrane -
1 gallon to 200 square feet.

3.03 COLD WEATHER REQUIREMENTS

- A. MCIB Section 10 as amended herein shall apply.
- B. Item 1(e). No calcium chloride or other admixture shall be added to the concrete without approval of the Engineer.
- C. All coverings and heating equipment shall be on hand prior to beginning placement of the concrete.

3.04 HOT WEATHER REQUIREMENTS

MCIB Section 11 shall apply.

4.01 FORMS - WALL

- A. Forms shall be constructed from surface finished plywood and 2 x 4 studs or approved manufactured forming system. All form material shall be in first class condition and with mortar tight joints. Provide cleanouts at bottom and remove debris.

- B. Forms shall be erected true and rigid with adequate bracing to insure alignment. Provide chamfer for all exposed corners.

4.02 CONCRETE FINISH

- A. All concrete shall be finished monolithically. No "topping" or "plastering". Walls exposed to view shall be rubbed to produce uniform sandy texture without air voids, fins, form marks or offsets. Tops of all walls shall be hard trowel finish with chamfered corners.
- B. Pavement slab, slope paving, inlet tops, sidewalk, and exposed slabs of structures shall receive a light broom finish.

4.03 JOINTS

- A. Joints shall be constructed as shown on the Plans. Unless shown on the plans, joints shall not be constructed unless approved by the Engineer.
- B. All construction joints shall be made with canted 2 x 4 at least 2 inches from wall face. All construction joint contact surfaces shall be finished with wood float finish.
- C. Normal Grout
Furnish and install normal cement grout where called for on the plans. Mix to be 1 part sand to 2 parts cement by volume. Use minimum water required for workability.
- D. Expanding Grout
Proportion by weight 1 part normal Portland cement, 1 part sand and 1 part Ironite compound similar and equal to Embeco (Master Builders Co.). Thoroughly dry mix and add a minimum of water to a stiff consistency as limited by placing conditions. Firmly pack mortar into hole or joint and moist cure for three days.

5.01 LABORATORY TESTS

- A. Tests of concrete material and cylinders will be made at a laboratory approved by the Owner. Laboratory charges will be paid by the Owner.
- B. The Engineer shall prepare a set of three test cylinders from each significant pour or when directed by the Owner. The Contractor shall deliver the cylinders to the laboratory from a minimum of 24 hours to a maximum of 48 hours after the cylinders were prepared.
- C. Copies of all test reports shall be sent not later than two days after completion of tests to the following:
 - One copy to Owner
 - One copy to Contractor
 - One copy to Consulting Engineer.

5.02 CONCRETE EQUIPMENT AND PLACING

- A. MCIB Section 8 shall apply.
- B. The Contractor's attention is called to the size of concrete pours required. He shall have sufficient crews, vibrators and other equipment to properly handle same so that no cold joints will be created and that concrete surfaces will be kept "alive". The Engineer shall be advised in advance of the equipment to be used.
- C. Before delivery of concrete the Contractor shall have made all necessary preparations and shall have all necessary items on hand not only for proper placing but for covering, curing, heating, finishing, rubbing and/or as required to perform in accordance with the Plans and Specifications. Failure to be properly prepared may result in inability to perform properly and consequent rejection of the work.
- D. Any concrete damaged by the Contractor's equipment, or by other means during construction shall be replaced at the Contractor's expense.

5.03 CONCRETE TESTING

The following concrete testing shall be the responsibility of the Contractor. All testing shall be performed by a competent testing laboratory approved by the Owner. Payment for the testing during construction shall be by the Owner.

- 1. Prior to beginning construction a job mix shall be prepared and submitted to the Owner for his approval.
- 2. For each day's significant structure pour, the following tests shall be run:
 - a. Air content.
 - b. Slump.
 - c. Three standard test cylinders shall be prepared and laboratory cured. One shall be tested for compressive strength at 7 days, and the other two at 28 days.

5.04 MEASUREMENT AND PAYMENT

- A. No measurement will be made unless authorized changes of the plans result in additions or deductions in the work. If changes are made, adjustments will be made on the basis of the unit prices stated in the proposal or according to GC-23, whichever is appropriate as determined by the Engineer.

Final payment will be a lump sum based on the proposal quantities and unit prices or minus change orders as described above.

END OF SECTION

1.01 GENERAL

This specification covers all athletic equipment & textured acrylic surfacing required by the plans and specifications in the performance of this Contract, including all materials, labor, equipment and appliances.

1.02 QUALITY ASSURANCE & GUARANTEE

Surfacing shall conform to the specifications for planarity. All surface coating products shall be supplied by a single manufacturer. The contractor shall record the batch number of each product used on the site and maintain it through the warranty period. The contractor shall provide the inspector, upon request, an estimate of the volume of each product to be used on site. The installer shall be an authorized applicator of the specified system. The manufacturer's representative shall be available to help resolve material questions. Provide a guarantee against defects in the materials and workmanship for a period of one year from the date of substantial completion for the texture acrylic surfacing.

2.01 PRODUCTS

A. Tennis Posts & Net System:

- a. Carron model number 21517 Standard Tennis Posts with Reel. Provide tennis post of 2 7/8" O.D. steel pip and finished with epoxy paint with aluminum top cap and ground sleeves. Color: Green. Includes Deluxe take-up tennis post reel with zinc metallic epoxy finish, automatic check latch, and long detachable handle. Or approved equal
- b. Carron model number 21510 Center Strap. Center straps shall be made of fine quality 2 1/8" webbing. Adjustable and complete with galvanized snap hook. Or approved equal.
- c. Carron model number 21512 Pipe Anchor for Center Strap. To be cemented into court. Or approve equal
- d. Carron model number 20103 Hercules Tennis Net, 42 feet by 3 1/4 feet with a 47 foot vinyl coated cable in top binding, side pockets with dowels and a double center (two layers of netting in top 9 meshes). Net constructed of #36 nylon with a breaking strength of 340 pounds and 1 3/4" square mesh. Nylon in enhanced with UV-stabilizers for maximum weather resistance. Tear resistant vinyl top binding with three rows of stitching and strong nylon webbing at the sides and bottom. Or approved equal.

B. Court Surfacing & Line Paint: California Products Corporation Plexi-Pave or approved equal for court surfacing. Color as noted on plans. California Products Corporation Line Paint or approved equal for line paint. Color as noted on plans.

- a. Substitution: Carron model number 21517 Standard Tennis Posts with Reel. Provide tennis post of 2 7/8" O.D. steel pip and finished with epoxy paint with aluminum top cap and ground sleeves. Color: Green. Includes Deluxe take-up tennis post reel with zinc metallic epoxy finish, automatic check latch, and long detachable handle. Or approved equal
- b. Materials:
 1. Patching Mix (California Court Patch Binder) - for use in patching cracks, holes, depressions and other surface imperfections.
 2. Crack Filler (Plexipave Crack Filler) - for use in filling fine cracks.
 3. Acrylic Filler Course (California Acrylic Resurfacer) – for use as a filler for new or

existing asphalt surfaces. The 100% acrylic filler shall be blended with approved silica sand at the job site.

4. Acrylic Color Playing Surface (Plexichrome/Plexipave Color Base) – for use as the finish color and texture. Plexichrome and Plexipave Color Base are blended at the job site to achieve the correct surface texture. *Factory Fortified Plexipave may be used as an alternative material.
 5. Line Paint (California Line Paint) – for use as the line marking on the court/play surface.
 6. Water – for use in dilution/mixing shall be clean and potable.
- c. Materials Specifications:
1. Court Patch Binder – 100% acrylic resin blended with Portland Cement and silica sand.
 - i. Percent solids by weight (minimum) 46%
 - ii. Weight 8.7-8.9 lbs/gallon
 2. Plexipave Crack Filler – 100% acrylic resin heavily filled with sand
 - i. Percent solids by weight (minimum) 85%
 - ii. Weight 15 lbs/gallon
 3. Court Patch Binder – 100% acrylic resin (no vinyl copolymerization constituent). The product shall contain not less than 3.5% attapulgite.
 - i. Percent solids by weight (minimum) 26.7%
 - ii. Weight 8.7-8.9 lbs/gallon
 4. Plexichrome – 100% acrylic resin (no vinyl copolymerization constituent) with selected light fast pigments. Green shall contain not less than 8% chrome oxide.
 - i. Percent solids by weight (minimum) 36.5%
 - ii. Weight 10.0-10.2 lbs/gallon
 5. Plexipave Color Base – 100% acrylic resin containing no vinyl copolymerization constituent. Contains not more than 63% rounded silica sand. Color as noted on plans.
 - i. Percent solids by weight (minimum) 74%
 - ii. Weight 13.1-14.1 lbs/gallon
 6. California Line Paint – 100% acrylic resin containing no alkyds or vinyl constituents. Texturing shall be rounded silica sand. Color as noted on plans.
 - i. Percent solids by weight (minimum) 60.5%
 - ii. Weight 12-12.3 lbs/gallon
 7. All surfacing materials shall be non-flammable and have a VOC content of not less than 100g./ltr. Measured by EPA method 24.
 8. Local sands are not acceptable in the color playing surface. Sands must be incorporated at the manufacturing location to insure quality and stability.

3.01 EXECUTION

- A. Weather Limitations: Do not install when rainfall is imminent or extremely high humidity prevents drying. Do not apply unless surface and air temperature are 50°F and rising. Do not apply if surface temperature is in excess of 140°F.
- B. Preparation for Acrylic Color Playing System:
 - a. Clean surfaces of loose dirt, oil, grease, leaves, and other debris in strict accordance with

manufacturer's directions. Pressure washing will be necessary to adequately clean areas to be coated. Any areas previously showing algae growth shall be treated with Clorox or approved product to kill the organisms and then be properly rinsed.

- b. Allow asphalt to cure for at least 14 days.
- c. Holes and cracks: Cracks and holes shall be cleaned and a suitable soil sterilant, as approved by the owner, shall be applied to kill all vegetation 14 days prior to use of Court Patch Binder according to manufacturer's specifications.
- d. Depression: Depressions holding enough water to cover a five cent piece shall be filled with Court Patch Binder Patching Mix:
 - i. 3 gallons of Court Patch Binder
 - ii. 100 lbs. 60-80 silica sand
 - iii. 1 gallon Dry Portland Cement (Type I).

This step shall be accomplished prior to the squeegee application of Acrylic Resurfacer. The contractor shall flood all the courts and then allow draining. Define and mark all areas holding enough water to cover a nickel. After defined areas are dry, prime with tack coat mixture of 2 parts water/1 part Court Patch Binder. Allow tack coat to dry completely. Spread Court Patch Binder mix true to grade using a straight edge (never a squeegee) for strike off. Steel trowel or wood float the patch so that the texture matches the surrounding area. Never add water to mix. Light misting on surface and edges to feather in is allowed as needed to maintain work ability. Allow to dry thoroughly and cure.

- e. NO WORK FROM THIS STAGE ON SHALL COMMENCE UNTIL AN INSPECTOR HAS ACCEPTED THE SURFACE.
- f. Filler Course. (Acrylic Resurfacer): Filler course shall be applied to the clean underlying surface in one application to obtain a total quantity of not less than .06 gallon per square yard based on the material prior to any dilution. Acrylic Resurfacer may be used to pre-coat depression and crack/hole repairs to achieve better planarity prior to filler course application.
 - i. Over a properly repaired surface of asphalt on existing courts, apply one coat of Acrylic Resurfacer according to the following mix:

Acrylic Resurfacer	55 gallons
Water	20-40 gallons
Sand	600-800 pounds / 60-80 mesh
Liquid Yield	112-138 gallons

On new asphalt, two coats of Acrylic Resurfacer shall be used to properly fill all voids in the asphalt surface. Use clean, dry 50-60 mesh sand and clean, potable water to make mixes. The quantity of sand and water in the above mix may be adjusted within above limits to complement the roughness and temperature of the surface.

- ii. Mix the ingredients thoroughly using accepted mixing devices and use a 70 Durometer rubber bladed squeegee to apply each coat of Acrylic Resurfacer as required.
- iii. Allow the application of Acrylic Resurfacer to dry thoroughly. Scrape off all ridges and rough spots prior to any subsequent application of Acrylic Resurfacer or

subsequent cushion or color surface system.

C. Application for Acrylic Color Playing System:

- a. All areas to be color coated shall be clean, free from sand, clay, grease, dust, salt or other foreign matters. The Contractor shall obtain the Engineer's approval, prior to applying any surface treatment.
 - b. Allow asphalt to cure for a minimum of 14 days.
 - c. Blend color base and Plexichrome with a mechanical mixer to achieve a uniform Fortified Plexipave mixture. The mix shall be:
 - i. Color Base 30 gallons
 - ii. Plexichrome 20 gallons
 - iii. Water 20 gallons
 - d. Application shall be made by 50 durometer rubber faced squeegees. The Fortified Plexipave mixture should be poured on to the court surface and spread to a uniform thickness in a regular pattern.
 - e. A total of 3 applications of Fortified Plexipave shall be made to achieve a total application rate of not less than .15 gal./sy. No application should be made until the previous application is thoroughly dry.
- D. Line Painting: All areas to be color coated shall be clean, free from sand, clay, grease, dust, salt or other foreign matters. The Contractor shall obtain the Engineer's approval, prior to applying any surface treatment.
- E. Protection: Erect temporary barriers to protect coatings during drying and curing. Lock gates to prevent use until acceptance by the owner's representative
- F. Clean Up: Remove all containers, surplus materials and debris. Dispose of materials in accordance with local, state, and federal regulations. Leave site in a clean and orderly condition.

END OF SECTION

BID TABULATIONS
R - PARK TENNIS COURT RECONSTRUCTION
CITY OF ROELAND PARK, KANSAS
FOR BIDS ON 1/10/2018

ITEM NO.	ITEM DESCRIPTION	UNIT	QTYS	MULTICON, INC.		PRIMETIME CONTRACTING		TANDEM PAVING CO,INC		MCCONNELL & ASSOCIATES		ENGINEER'S ESTIMATE	
				UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST
1	MOBILIZATION	LS	1	NON-RESPONSIVE (INCORRECT BID FORM)		\$38,605.00	\$38,605.00	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$4,000.00	\$4,000.00
2	SITE DEMOLITION (EXCLUDING TENNIS COURT ASPHALT & FENCING)	LS	1			\$1,000.00	\$1,000.00	\$28,720.00	\$28,720.00	\$8,740.00	\$8,740.00	\$5,000.00	\$5,000.00
3	6' CONCRETE SIDEWALK/ADA RAMP	SY	20			\$95.00	\$1,900.00	\$250.00	\$5,000.00	\$72.00	\$1,440.00	\$70.00	\$1,400.00
4	CONCRETE CURB AND GUTTER	LF	73			\$23.00	\$1,679.00	\$57.00	\$4,161.00	\$35.00	\$2,555.00	\$35.00	\$2,555.00
5	FULL DEPTH ASPHALT PAVEMENT (PARKING STALLS)	SY	60			\$115.00	\$6,900.00	\$200.00	\$12,000.00	\$63.00	\$3,780.00	\$65.00	\$3,900.00
6	ADA PARKING WHEELSTOPS	EA	2			\$125.00	\$250.00	\$100.00	\$200.00	\$150.00	\$300.00	\$300.00	\$600.00
7	ADA PARKING SIGNAGE	EA	2			\$300.00	\$600.00	\$300.00	\$600.00	\$300.00	\$600.00	\$250.00	\$500.00
8	ADA PARKING PAVEMENT STRIPING	LS	1			\$495.00	\$495.00	\$500.00	\$500.00	\$350.00	\$350.00	\$600.00	\$600.00
9	10' HEIGHT BLACK VINYL CHAIN LINK FENCE & GATE	LF	461			\$70.00	\$32,270.00	\$67.00	\$30,887.00	\$66.00	\$30,426.00	\$75.00	\$34,575.00
10	CONCRETE CURB @ TENNIS COURTS	LF	464			\$55.00	\$25,520.00	\$30.00	\$13,920.00	\$27.00	\$12,528.00	\$40.00	\$18,560.00
11	FULL DEPTH ASPHALT PAVEMENT (TENNIS COURTS)	SY	1440			\$50.00	\$72,000.00	\$37.50	\$54,000.00	\$44.50	\$64,080.00	\$50.00	\$72,000.00
12	AGGREGATE TRAIL INSTALLATION (RE-USE SALVAGE MATERIALS)	SY	16			\$5.00	\$77.50	\$60.00	\$930.00	\$35.00	\$542.50	\$50.00	\$775.00
13	TENNIS COURT SURFACING	SY	1440			\$11.00	\$15,840.00	\$9.20	\$13,248.00	\$8.00	\$11,520.00	\$9.00	\$12,960.00
14	TENNIS COURT STRIPING	LF	996			\$1.00	\$996.00	\$1.10	\$1,095.60	\$1.00	\$996.00	\$1.00	\$996.00
15	TENNIS COURT NETS (INCLUDING FOOTINGS)	EA	2			\$2,000.00	\$4,000.00	\$1,860.00	\$3,720.00	\$1,000.00	\$2,000.00	\$2,000.00	\$4,000.00
16	SEEDING	LS	1			\$1,000.00	\$1,000.00	\$1,200.00	\$1,200.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
17	CONTRACTOR CONSTRUCTION STAKING	LS	1			\$600.00	\$600.00	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00
TOTAL					\$0.00	TOTAL	\$203,732.50	TOTAL	\$176,681.60	TOTAL	\$143,857.50	TOTAL	\$164,921.00

ITEM NO.	ALTERNATE BID ITEMS	UNIT	QTYS
1	DEMOLITION OF EXISTING TENNIS COURT ASPHALT & FENCING	SY	1440
2	TENNIS COURT BACKBOARD SYSTEM	EA	2

\$11.50	\$16,560.00	\$7.75	\$11,160.00	\$12.97	\$18,676.80
\$4,200.00	\$8,400.00	\$4,300.00	\$8,600.00	\$3,750.00	\$7,500.00

AVERAGE	HIGH	LOW
\$12,401.25	\$38,605.00	\$2,000.00
\$10,865.00	\$28,720.00	\$1,000.00
\$121.75	\$250.00	\$70.00
\$37.50	\$57.00	\$23.00
\$110.75	\$200.00	\$63.00
\$168.75	\$300.00	\$100.00
\$287.50	\$300.00	\$250.00
\$486.25	\$600.00	\$350.00
\$69.50	\$75.00	\$66.00
\$38.00	\$55.00	\$27.00
\$45.50	\$50.00	\$37.50
\$37.50	\$60.00	\$5.00
\$9.30	\$11.00	\$8.00
\$1.03	\$1.10	\$1.00
\$1,715.00	\$2,000.00	\$1,000.00
\$1,300.00	\$1,500.00	\$1,000.00
\$900.00	\$1,500.00	\$500.00

Item Number: DISCUSSION ITEMS- II.-4.
Committee 1/22/2018
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 (est. time 10 min.)**
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.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Additional Information

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

ATTACHMENTS:

Description	Type
 Ordinance 957	Cover Memo

ORDINANCE NO. 957

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

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

SECTION 1. DEFINITIONS.

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

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

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

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

SECTION 2. GRANT OF CONTRACT FRANCHISE.

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

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

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

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

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

SECTION 4. COMPENSATION TO THE CITY.

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

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

SECTION 5. INDEMNITY AND HOLD HARMLESS.

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

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

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

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

SECTION 6. INSURANCE REQUIREMENT AND PERFORMANCE BOND.

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

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

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

SECTION 7. REVOCATION AND TERMINATION.

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

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

SECTION 8. RESERVATION OF RIGHTS.

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

SECTION 9. FAILURE TO ENFORCE.

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

SECTION 10. TERM AND TERMINATION DATE.

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

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

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

SECTION 11. POINT OF CONTACT AND NOTICES

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

The City:

The City of Roeland Park
Attn: City Clerk
4600 West 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.-5.
Committee 1/22/2018
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 (est. time 10 min.)**
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, Prairie Village, Lenexa, Olathe). 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.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
Master License Agreement - Mobilitie	Backup Material

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

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

RECITALS

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

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

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

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

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

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

1. DEFINITIONS

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

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

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

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

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

2. SCOPE OF AGREEMENT

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

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

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

3. FEES AND CHARGES

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

3.1.1 Fees and charges will consist of the following:

~~3.1.1~~

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

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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.-6.
Committee 1/22/2018
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 1/19/2018
Submitted By: Jose Leon, Director of Public Works
Committee/Department: Public Works
Title: **2018 CARS Agreement with Johnson County and Roeland Park for Public Improvements to Roe Lane (est. time 5 min.)**
Item Type: Agreement

Recommendation:

Staff recommends for Council to approve the agreement between Johnson County, Kansas and the City of Roeland Park, Kansas, for the Public Improvements of Roe Lane from Roe Blvd. to County Line.

Details:

This is a mandatory process to approve the agreement which provides the City up to \$738,00.00 is reimbursable funds for our 2018 CARS project on Roe Lane.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Additional Information

Staff has been working with Larkin, Lamp, Ryneerson to complete design for this project. The project will be let for bid in February with a contractor recommendation to the Council in March. Construction is anticipated to begin in the Spring of 2018.

ATTACHMENTS:

Description

Type

**Agreement between Johnson County, Kansas,
and the City of Roeland Park, Kansas, for the Public Improvement of
Roe Lane from Roe Blvd to County Line
(320001185)**

THIS AGREEMENT, made and entered into this _____ day of _____, 2018
by and between the Board of County Commissioners of Johnson County, Kansas ("Board") and the
City of Roeland Park, Kansas, ("City").

WITNESSETH:

WHEREAS, the parties have determined that it is in the best interests of the general public in
making certain public improvements to Roe Lane from Roe Blvd to County Line (the "Project"); and

WHEREAS, the laws of the State of Kansas authorize the parties to this Agreement to
cooperate in undertaking the Project; and

WHEREAS, the governing bodies of each of the parties have determined to enter into this
Agreement for the purpose of undertaking the Project, pursuant to K.S.A. 12-2908 and K.S.A. 68-169,
and amendments thereto; and

WHEREAS, the Project has been approved, authorized, and budgeted by the Board as an
eligible project under the County Assistance Road System ("CARS") Program; and

WHEREAS, the Board has, by County Resolution No. 106-90, authorized its Chairman to
execute any and all Agreements for County participation in any CARS Program project which has
been approved and authorized pursuant to the Policies and Guidelines adopted by the Board and for
which funding has been authorized and budgeted therefore; and

WHEREAS, the governing body of the City did approve and authorize its Mayor to execute
this Agreement by official vote on the _____ day of _____, 2018.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, and for other good and valuable consideration, the parties agree as follows:

1. **Purpose of Agreement.** The parties enter into this Agreement for the purpose of undertaking the Project to assure a more adequate, safe and integrated roadway network in the developing and incorporated areas of Johnson County, Kansas.
2. **Estimated Cost and Funding of Project**
 - a. The estimated cost of the Project (“Project Costs”), a portion of which is reimbursable under this Agreement, is One Million Six Hundred Two Thousand Dollars (\$1,602,000).
 - b. Project Costs include necessary costs and expenses of labor and material used in the construction of the Project and construction inspection and staking for the Project.
 - c. The Project Costs shall be allocated between the parties as follows:
 - i. The Board shall provide financial assistance for the Project in an amount up to but not exceeding Fifty Percent (50%) of the Project Costs. However, the Board's financial obligation under this Agreement shall be limited to an amount not to exceed Seven Hundred Thirty Eight Thousand Dollars (\$738,000). For purposes of this Agreement, Project Costs shall not include any portion of costs which are to be paid by or on behalf of any state or federal governmental entity or for which the City may be reimbursed through any source other than the general residents or taxpayers of the City. Further, it is understood and agreed by the parties hereto that the Board shall not participate in, nor pay any portion of, the Costs incurred for or related to the following:
 1. Land acquisition, right-of-way acquisition, or utility relocation;
 2. Legal fees and expenses, design engineering services, Project administration, or financing costs;

3. Taxes, licensing or permit fees, title reports, insurance premiums, exactions, recording fees, or similar charges;
4. Project overruns;
5. Project scope modifications or major change orders which are not separately and specifically approved and authorized by the Board; and;
6. Minor change orders which are not separately and specifically approved and authorized by the Director of Public Works & Infrastructure of Johnson County, Kansas ("Public Works Director"). Minor change orders are those which do not significantly alter the scope of the Project and which are consistent with the CARS Program Policies and Guidelines and administrative procedures thereto adopted by the Board.

It is further understood and agreed that notwithstanding the designated amount of any expenditure authorization or fund appropriation, the Board shall only be obligated to pay for the authorized percentage of actual construction costs incurred or expended for the Project under appropriate, publicly bid, construction contracts. The Board will not be assessed for any improvement district created pursuant to K.S.A. 12-6a01 et seq., and amendments thereto, or any other improvement district created under the laws of the State of Kansas.

- ii. The City shall pay One Hundred Percent (100%) of all Project Costs not expressly the Board's obligation to pay as provided in this Agreement.

3. **Financing**

- a. The Board shall provide financial assistance, as provided in Paragraph 2.c. above, towards the cost of the Project with funds budgeted, authorized, and appropriated by the Board and which are unencumbered revenues that are on-hand in deposits of Johnson County, Kansas. This paragraph shall not be construed as limiting the ability of the Board to finance its portion of the costs and expenses of the Project through the issuance of bonds or any other legally authorized method.
- b. The City shall pay its portion of the Project Costs with funds budgeted, authorized, and appropriated by the governing body of the City.

4. **Administration of Project.** The Project shall be administered by the City, acting by and through its designated representative who shall be the City public official designated as Project Administrator. The Project Administrator shall assume and perform the following duties:

- a. Cause the making of all contracts, duly authorized and approved, for retaining consulting engineers to design and estimate the Project Costs.
- b. Submit a copy of the plans and specifications for the Project to the Johnson County Public Works Director for review, prior to any advertisement for construction bidding, together with a statement of estimated Project Costs which reflects the Board's financial obligation under the terms of this Agreement. The Public Works Director or his designee shall review the copy of the plans and specifications for the Project and may, but shall not be obligated to, suggest changes or revisions to the plans and specifications.
- c. If required by applicable state or federal statutes, solicit bids for the construction of the Project by publication in the official newspaper of the City. In the solicitation of bids, the appropriate combination of best bids shall be determined by the City.
- d. Cause the making of all contracts and appropriate change orders, duly authorized and approved, for the construction of the Project.
- e. Submit to the Public Works Director a statement of actual costs and expenses in the form of a payment request, with attached copies of all invoices and supporting materials, on or before the tenth day of each month following the

month in which costs and expenses have been paid. The Public Works Director shall review the statement or payment request to determine whether the statement or payment request is properly submitted and documented and, upon concurrence with the Finance Director of Johnson County, Kansas, ("Finance Director") cause payment to be made to the City of the Board's portion of the Project Costs within thirty (30) days after receipt of such payment request. In the event federal or state agencies require, as a condition to state or federal participation in the Project, that the Board make payment prior to construction or at times other than set forth in this subsection, the Public Works Director and the Finance Director may authorize such payment.

- f. Except when doing so would violate a state or federal rule or regulation, cause a sign to be erected in the immediate vicinity of the Project upon commencement of construction identifying the Project as part of the CARS Program. The form and location of the sign shall be subject to the review and approval of the Public Works Director.

Upon completion of the construction of the Project, the Project Administrator shall submit to each of the parties a final accounting of all Project Costs incurred in the Project for the purpose of apportioning the same among the parties as provided in this Agreement. It is expressly understood and agreed that in no event shall the final accounting obligate the parties for a greater proportion of financial participation than that set out in Paragraph 2.c. of this Agreement. The final accounting of Project Costs shall be submitted by the Project Administrator no later than sixty (60) days following the completion of the Project construction.

It is further understood and agreed by the City that to the extent permitted by law and subject to the provisions of the Kansas Tort Claims Act including but not limited to maximum liability and immunity provisions, the City agrees to indemnify and hold the County, its officials, and agents harmless from any cost, expense, or liability not expressly agreed to by the County which result from the negligent acts or omissions of the City or its employees or which result from the City's compliance with the Policy and Procedures.

This agreement to indemnify shall not run in favor of or benefit any liability insurer or third party.

In addition, the City of Roeland Park shall, and hereby agree to, insert as a special provision of its contract with the general contractor ("Project Contractor") chosen to undertake the Project construction as contemplated by this Agreement the following paragraphs:

The Project Contractor shall defend, indemnify and save the Board of County Commissioners of Johnson County, Kansas and the City of Roeland Park harmless from and against all liability for damages, costs, and expenses arising out of any claim, suit, action or otherwise for injuries and/or damages sustained to persons or property by reason of the negligence or other actionable fault of the Project Contractor, his or her sub-contractors, agents or employees in the performance of this contract.

The Board of County Commissioners of Johnson County, Kansas shall be named as an additional insured on all policies of insurance issued to the Project Contractor and required by the terms of his/her agreement with the City.

5. Acquisition of Real Property for the Project

- a. The Board shall not pay any costs for acquisition of real property in connection with the Project.
- b. The City shall be responsible for the acquisition of any real property, together with improvements thereon, located within the City's corporate boundaries, which is required in connection with the Project; such real property acquisition may occur by gift, purchase, or by condemnation as authorized and provided by the Eminent Domain Procedure Act, K.S.A. 26-201 et seq. and K.S.A. 26-501 et seq., and any such acquisition shall comply with all federal and state law requirements.

6. **Duration and Termination of Agreement**

- a. The parties agree that this Agreement shall remain in full force and effect until the completion of the Project, unless otherwise terminated as provided for in Paragraph 6.b. herein below. The Project shall be deemed completed and this Agreement shall be deemed terminated upon written certification to each of the parties by the Project Administrator that the Project has been accepted as constructed. The City shall provide a copy of the Project Administrator's certification to both the Public Works Director and the Finance Director within thirty (30) days of the Project Administrator's determination that the Project is complete.
- b. It is understood and agreed that the Public Works Director shall review the status of the Project annually on the first day of March following the execution of this Agreement to determine whether satisfactory progress is being made on the Project by the City. In the event that the Public Works Director determines that satisfactory progress is not being made on the Project due to the City's breach of this Agreement by not meeting the agreed upon project deadlines or otherwise not complying with the terms of this Agreement, the Public Works Director is authorized to notify the City that it shall have thirty (30) days from receipt of such notification to take steps to cure the breach (the "Cure Period"). It is further understood and agreed that the Board shall have the option and right to revoke funding approval for the Project and terminate this Agreement should the Board find, based upon the determination of the Public Works Director, that satisfactory progress is not being made on the Project and that the City has not taken sufficient steps to cure the breach during the Cure Period. Should the Board exercise its option as provided herein, it shall send written notice of the same to the City and the Board shall have no further liability or obligation under this Agreement.

7. **Placing Agreement in Force.** The attorney for the City shall cause sufficient copies of this Agreement to be executed to provide each party with a duly executed copy of this Agreement for its official records.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed by each of the parties hereto and made effective on the day and year first above written.

**Board of County Commissioners of
Johnson County, Kansas**

City of Roeland Park, Kansas

Ed Eilert, Chairman

Mike Kelly, Mayor

Attest:

Attest:

Linda W. Barnes
Clerk of the Board

City Clerk

Approved as to form:

Approved as to form:

Robert A. Ford
Assistant County Counselor

City Attorney

Item Number: DISCUSSION ITEMS- II.-7.
Committee 1/22/2018
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 1/19/2018
Submitted By: Keith Moody
Committee/Department: Admin.
Title: **Voting During Workshops (est. time 10 min.)**
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

Item Number: DISCUSSION ITEMS- II.-8.
Committee 1/22/2018
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 1/18/2018
Submitted By: Chief Morris
Committee/Department: Safety
Title: **4th Quarter Safety Statistics (est. time 5 min.)**
Item Type:

Recommendation:

**To present the 2017 4th quarter police activity and Uniform Crime Report. (U.C.R.)
October - December**

Details:

Crime and Statistics presentation for the 2017 4th quarter.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
2017 Activity Report	Cover Memo
UCR 2006-2017	Cover Memo

Roeland Park Police Department / January 2017 U.C.R. & Activity Report

Incident Reports – 77

UCR Reports – 22

Non UCR Reports – 55

Arrests – 20

Adult – 18

Juvenile – 2

Accidents – 13

RPPD – 10

Other – 3

Incidents by Location:

Blvd Apts. – 6

Price Chopper – 1

Lowe's – 4

Wal-Mart – 4

Business District – 16

RPPD – 6

Other – 5

Roe / East - 19

Roe / West - 16

Citations – 173

Warnings – 25

U.C.R. Incidents / January 2017

Homicide – 0

Rape – 0

Robbery – 1

Assault – 0

Burglary – 1

Theft – 18

Auto Theft – 2

Arson – 0

Case #	Homicide	Rape	Robbery	Assault	Burglary	Theft	Auto Theft	Arson	Note or Cleared
045			xxxx						
057					xxxx				
055						XXXX			ID
060						XXXX			ID
079						XXXX			ID
088						XXXX			ID xxxx
067						XXXX			
075						XXXX			
004						XXXX			
013						XXXX			xxxx
016						XXXX			xxxx
054						XXXX			
056						XXXX			
058						XXXX			
062						XXXX			
078						XXXX			
087						XXXX			xxxx
089						XXXX			xxxx
094						XXXX			
006						XXXX			
005							XXXX		xxxx
077							XXXX		xxxx
Total	0	0	1	0	1	18	2	0	7 32%

Roeland Park Police / February 2017 U.C.R. & Activity Report

Incident Reports – 55

UCR Reports – 17

Non UCR Reports – 38

Arrests – 20

Adult – 20

Juvenile – 0

Accidents – 5

RPPD – 4

Other – 1

Incidents by Location:

Bld. Apts. – 4

Price Chopper – 1

Lowe's – 6

Wal-Mart – 7

Business District – 9

RPPD – 1

Other – 3

Roe / East – 17

Roe / West – 7

Citations – 252

Warnings - 43

U.C.R. Incidents / February 2017

Homicide – 0

Rape – 1

Robbery – 0

Assault – 1

Burglary – 2

Theft – 11

Auto Theft – 2

Arson – 0

Case #	Homicide	Rape	Robbery	Assault	Burglary	Theft	Auto Theft	Arson	Note or Cleared
0149		xxxx							XXXX
0142				xxxx					XXXX
0106					xxxx				
0122					xxxx				
0108						xxxx			
0138						xxxx			
0143						xxxx			XXXX
0111						xxxx			
0113						xxxx			
0117						xxxx			
0121						xxxx			XXXX
0103						xxxx			XXXX
0139						xxxx			XXXX
0146						xxxx			XXXX
0148						xxxx			
0100							xxxx		XXXX
0141							xxxx		
Total	0	1	0	1	2	11	2	0	8 47%

Roeland Park Police Department / March 2017 U.C.R. & Activity report

Incident Reports – 66

UCR Reports – 14

Non UCR reports – 52

Arrests – 15

Adult – 13

Juvenile- 2

Accidents – 11

Incidents by Location:

Blvd Apts. – 10

Price Chopper – 1

Lowe's – 3

Wal-Mart – 6

Business District – 20

RPPD – 3

Other – 1

Roe / East – 16

Roe / West – 6

Citations – 181

Warnings - 44

U.C.R. Incidents / March 2017

Homicide – 0

Rape – 0

Robbery – 0

Assault – 0

Burglary – 3

Theft – 9

Auto Theft – 2

Arson – 0

Case #	Homicide	Rape	Robbery	Assault	Burglary	Theft	Auto Theft	Arson	Note or Cleared
0217					XXXX				
0220					XXXX				
0161					XXXX				
0174						XXXX			
0219						XXXX			
0209						XXXX			
0158						XXXX			
0172						XXXX			XXXX
0203						XXXX			XXXX
0228						XXXX			
0230						XXXX			XXXX
0225						XXXX			
0171							XXXX		
0199							XXXX		XXXX
Total	0	0	0	0	3	9	2	0	4 28%

Roeland Park Police Department / 2017 1st Quarter Activity Report

January 1st – March 31st

Incident Reports – 198

UCR Reports – 53

Non UCR Reports – 142

Arrests – 55

Adult- 51

Juvenile – 4

Accidents – 29

RPPD- 25

Other – 4

Citations – 606

Warnings – 112

UCR Incidents

Homicide – 0

Rape – 1

Robbery – 1

Assault – 1

Burglary – 6

Theft – 38

Auto Theft – 6

Arson - 0

Reports by location:

Blvd Apts. – 20

Price Chopper – 3

Lowe's – 13

Wal-Mart – 17

Business District – 45

RPPD – 10

Other – 9

Roe / East – 52

Roe / West – 29

Roeland Park Police Department / April 2017 U.C.R. & Activity Report

Incidents – 76

U.C.R. – 19

Non U.C.R. – 57

Arrests – 27

Adults – 26

Juvenile – 1

Accidents – 8

Citations – 246

Warnings – 43

U.C R. Incidents - 19

Homicide – 0

Rape – 0

Robbery – 0

Assault- 0

Burglary – 1

Theft – 16

Auto Theft – 2

Arson – 0

Reports by location:

Blvd. Apts. – 7

Price Chopper – 2

Lowe's – 4

Wal-Mart – 8

Business District – 17

P.D. – 3

Roe / West – 12

Roe / East – 16

Other – 7

Case #	Homicide	Rape	Robbery	Assault	Burglary	Theft	Auto Theft	Arson	Note Cleared
0254					XXXX				
0276						XXXX			XXXX
0304						XXXX			
0239						XXXX			XXXX
0261						XXXX			XXXX
0267						XXXX			XXXX
0295						XXXX			
0303						XXXX			
0308						XXXX			
0323						XXXX			
0305						XXXX			XXXX
0306						XXXX			XXXX
0291						XXXX			XXXX
0284						XXXX			
0268						XXXX			XXXX
0296						XXXX			
0248						XXXX			
0260							XXXX		XXXX
0271							XXXX		XXXX
Total	0	0	0	0	1	16	2	0	10 52%

Roeland Park Police Department / May 2017 U.C.R. & Activity Report

Incidents – 89

U.C.R. – 18

Non U.C.R. – 71

Arrests – 25

Adult- 21

Juvenile – 4

Accidents – 10

Citations – 305

Warnings – 33

U.C.R. Incidents – 18

Homicide – 0

Rape – 0

Robbery – 0

Assault – 1

Burglary – 1

Theft – 14

Auto Theft – 2

Arson – 0

Reports by Location:

Blvd. Apts. – 11

Price Chopper – 3

Lowe's – 1

Wal-Mart – 6

Business District – 13

P.D. – 3

Roe / East – 36

Roe / West – 13

Other – 3

Case #	Homicide	Rape	Robbery	Assault	Burglary	Theft	Auto Theft	Arson	Note Cleared
0413				XXXX					
0377					XXXX				
0349						XXXX			XXXX
0373						XXXX			XXXX
0341						XXXX			
0342						XXXX			
0356						XXXX			XXXX
0357						XXXX			
0364						XXXX			
0369						XXXX			
0368						XXXX			
0375						XXXX			
0381						XXXX			
0406						XXXX			
0407						XXXX			
0362						XXXX			
0350							XXXX		
0407							XXXX		
Total	0	0	0	1	1	14	2	0	3 16%

Roeland Park Police Department / June 2017 U.C.R. & Activity Report

Incident Reports – 81

UCR Reports – 18

Non UCR Reports – 63

Arrests – 25

Adult – 21

Juvenile – 4

Accidents – 10

RPPD – 10

Other – 0

Citations – 310

Warnings – 28

Incidents by Location:

Blvd. Apts. – 9

Price Chopper – 0

Lowe's – 0

Wal-Mart – 11

Business District – 20

P.D. – 1

Other – 2

Roe / East – 21

Roe / West – 17

UCR Incidents / June 2017

Homicide – 0

Rape – 0

Robbery – 0

Assault – 1

Burglary – 0

Theft – 15

Auto Theft – 2

Arson – 0

Case #	Homicide	Rape	Robbery	Assault	Burglary	Theft	Auto Theft	Arson	Note / Cleared
0457				XXXX					XXXX
0441						XXXX			XXXX
0454						XXXX			XXXX
0467						XXXX			
0472						XXXX			
0483						XXXX			
0488						XXXX			XXXX
0491						XXXX			
0493						XXXX			
0524						XXXX			
0526						XXXX			
0450						XXXX			
0486						XXXX			
0492						XXXX			
0494						XXXX			XXXX
0464						XXXX			XXXX
0462							XXXX		XXXX
0475							XXXX		XXXX
Total	0	0	0	1	0	15	2		8 53%

Roeland Park Police Department / 2017 2nd Quarter Activity Report

April 1 – June 30

Incident Reports – 246

U.C.R. Reports – 54

Non U.C.R. Reports – 192

Arrests – 77

Adult – 68

Juvenile – 9

Accidents – 28

RPPD – 28

Other – 0

Citations – 861

Warnings – 104

U.C.R. Incidents – 54

Homicide – 0

Rape – 0

Robbery – 0

Assault – 1

Burglary – 2

Theft – 45

Auto Theft – 6

Arson – 0

Reports by Location: April 1 – June 30

Blvd. Apts. – 27

Price Chopper – 5

Lowe's – 5

Wal-Mart – 25

Business District – 50

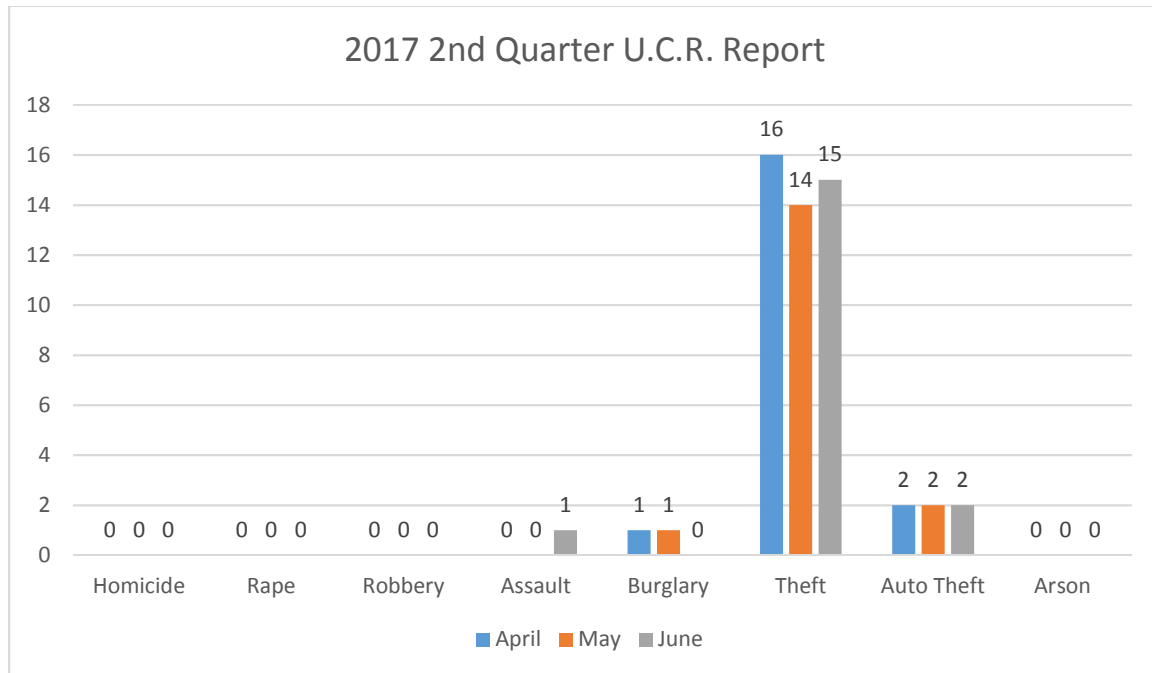
RPPD – 7

Other – 12

Roe / East - 73

Roe / West - 42

Roeland Park Police Department



U.C.R. Incidents: 54

Homicide – 0

Rape – 0

Robbery – 0

Assault – 1

Burglary – 2

Theft – 45

Auto Theft – 6

Arson – 0

Roeland Park Police Department / July 2017 U.C.R. & Activity Report

Incidents – 64

U.C.R. Incidents – 10

Non U.C.R. Incidents – 54

Arrests – 16

Adult – 14

Juvenile – 2

Accidents – 9

RPPD – 9

Other – 0

Citations – 202

Warnings – 18

U.C.R. Incidents – 10

Homicide – 0

Rape – 0

Robbery – 0

Assault – 0

Burglary – 0

Theft – 10 Clearance Rate: 50%

Auto Theft – 0

Arson – 0

Incidents by Location / July 2017

Blvd. Apts. – 4

Price Chopper – 1

Lowe's – 1

Wal-Mart – 4

Business District – 20

RPPD – 1

Other – 2

Roe / East - 18

Roe / West – 13

Roeland Park Police Department / July 2017

Case #	Homicide	Rape	Robbery	Assault	Burglary	Theft	Auto Theft	Arson	Note Cleared
0533						XXXX			XXXX
0567						XXXX			
0555						XXXX			
0548						XXXX			XXXX
0571						XXXX			XXXX
0576						XXXX			
0586						XXXX			
0584						XXXX			XXXX
0595						XXXX			XXXX
0551						XXXX			
Total	0	0	0	0	0	10	0	0	5 50%

Roeland Park Police Department / August 2017 Activity Report

Incidents: 87

U.C.R. Incidents – 17

Non U.C.R. – 70

Arrests: 23

Adult – 20

Juvenile – 3

Accidents: 9

RPPD – 9

Other – 0

Citations: 238

Citations – 204

Warnings – 34

U.C.R. Incidents: 17

Homicide – 0

Rape – 0

Robbery – 0

Assault – 2

Burglary – 1

Theft – 12

Auto Theft – 2

Arson – 0

Incidents by Location:

Bld. Apts. – 5

Price Chopper – 2

Lowe's – 4

Wal-Mart – 11

Business District – 15

RPPD – 7

Other – 1

Roe / East - 30

Roe / West - 12

Roeland Park Police Department / August 2017 U.C.R. Incidents

Case #	Homicide	Rape	Robbery	Assault	Burglary	Theft	Auto Theft	Arson	Notes Cleared
0609				XXXX					XXXX
0618				XXXX					
0696					XXXX				
0636						XXXX			XXXX
0661						XXXX			
0606						XXXX			
0686						XXXX			
0690						XXXX			
0644						XXXX			XXXX
0689						XXXX			
0613						XXXX			
0631						XXXX			
0652						XXXX			XXXX
0660						XXXX			
0669						XXXX			
0625							XXXX		
0679							XXXX		XXXX
Total	0	0	0	2	1	12	2	0	5 29%

Roeland Park Police Department / September 2017 Activity Report

Incidents: 58

U.C.R. Incidents – 7

Non U.C.R. – 51

Arrests: 19

Adult – 19

Juvenile – 0

Accidents: 8

RPPD – 8

Other – 0

Citations: 246

Citations – 213

Warnings – 33

U.C.R. Incidents: 7

Homicide – 0

Rape – 0

Robbery – 0

Assault – 2

Burglary – 0

Theft – 4

Auto Theft – 1

Arson – 0

Roeland Park Police Department / September 2017 Activity Report

Reports by Location:

Blvd. Apts. – 2

Price Chopper – 0

Lowe's – 1

Wal-Mart – 4

Business District – 20

RPPD – 2

Other – 4

Roe / East – 15

Roe / West – 10

Case #	Homicide	Rape	Robbery	Assault	Burglary	Theft	Auto Theft	Arson	Note or Cleared
0741				XXXX					XXXX
0749				XXXX					XXXX
0709						XXXX			
0739						XXXX			
0756						XXXX			XXXX
0755						XXXX			
0731							XXXX		XXXX
Total	0	0	0	2	0	4	1	0	4 57%

Roeland Park Police Department / 3rd Quarter Activity Report (July – September 2017)

INCIDENTS: 209

U.C.R. Incidents – 34

Non U.C.R. Incidents – 175

ARRESTS: 58

Adult – 53

Juvenile – 5

ACCIDENTS: 26

RPPD – 26

Other – 0

Citations - 619

Warnings – 85

Incidents by Location:

Blvd. Apartments – 11

Price Chopper – 3

Lowe's – 6

Wal-Mart – 19

Business District – 55

RPPD – 10

Other – 7

Roe / East – 63

Roe / West – 35

Roeland Park Police Department / 3rd Quarter U.C.R. Activity (July – September 2017)

Homicide – 0

Rape – 0

Robbery – 0

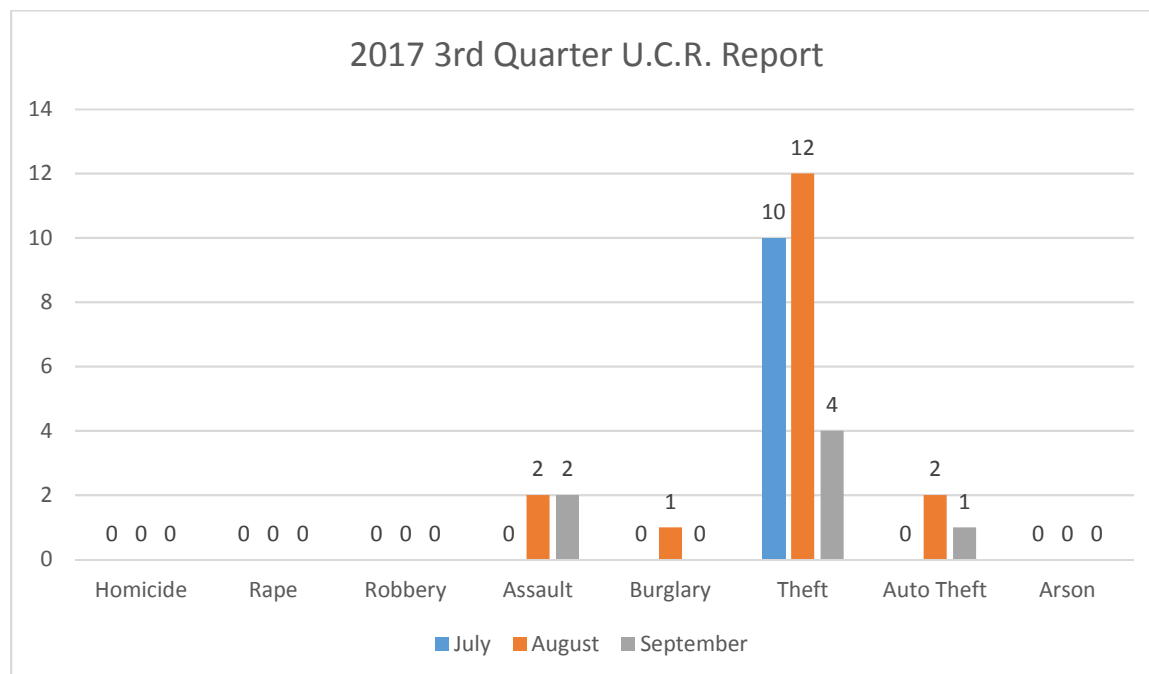
Assault – 2

Burglary – 1

Theft – 26

Auto Theft – 3

Arson – 0



Roeland Park Police Department / October 2017 Activity Report

INCIDENTS: 77

U.C.R. Incidents – 17

Non U.C.R. Incidents – 60

Arrests: 23

Adult – 23

Juvenile – 0

Accidents: 9

RPPD – 9

Other – 0

Citations – 266

Warnings – 50

Incidents by Location:

Blvd. Apts. – 7

Price Chopper – 1

Lowe's – 1

Wal-Mart – 3

Business District – 13

RPPD – 6

Other – 4

Roe / East – 31

Roe / West – 11

Roeland Park Police Department / October 2017 Activity Report

Homicide – 0

Rape – 0

Robbery – 1

Assault – 0

Burglary – 0

Theft – 11

Auto Theft – 5

Arson – 0

Case #	Homicide	Rape	Robbery	Assault	Burglary	Theft	Auto Theft	Arson	Cleared Note(s)
0814			XXXX						
0779						XXXX			
0788						XXXX			
0852						XXXX			
0789						XXXX			
0813						XXXX			
0835						XXXX			
0853						XXXX			
0838						XXXX			
0846						XXXX			
0799						XXXX			
0860						XXXX			
0801							XXXX		XXXX
0807							XXXX		XXXX
0834							XXXX		XXXX
0817							XXXX		
0821							XXXX		XXXX
TOTAL	0	0	1	0	0	11	5	0	4 23%

Roeland Park Police Department / November 2017 Activity Report

Incidents: 75

U.C.R. Incidents -10

Non U.C.R. – 65

Arrests: 21

Adult – 19

Juvenile – 2

Accidents: 5

RPPD – 5

Other – 0

Citations – 428

Warnings – 87

Incidents by Location:

Blvd. Apts. – 5

Price Chopper – 1

Lowe's – 5

Wal-Mart – 5

Business District – 21

RPPD – 5

Other – 0

Roe / East – 23

Roe / West – 10

Roeland Park Police Department / November 2017

U.C.R. INCIDENTS:

Homicide – 0

Rape – 0

Robbery – 0

Assault – 0

Burglary – 0

Theft – 6

Auto Theft – 4

Arson – 0

Case #	Homicide	Rape	Robbery	Assault	Burglary	Theft	Auto Theft	Arson	Cleared
904						XXXX			XXXX
871						XXXX			XXXX
874						XXXX			XXXX
889						XXXX			
932						XXXX			
940						XXXX			
876							XXXX		
900							XXXX		XXXX
917							XXXX		XXXX
939							XXXX		
Total	0	0	0	0	0	6	4	0	6 50%

Roeland Park Police Department / December 2017 Activity Report

Incidents: - 53

U.C.R. – 13

Non U.C.R. – 40

Arrests: - 19

Adult – 19

Juvenile – 0

Accidents: - 11

RPPD – 11

Other – 0

Citations: - 260

Warnings – 328

Incidents by Location:

Blvd. Apts. – 2

Price Chopper – 4

Lowe's – 1

Wal-Mart – 7

RPPD – 6

Business District – 11

Other – 3

Roe / East – 16

Roe / West – 4

U.C.R. Incidents: 13

Homicide – 0

Rape – 0

Robbery – 0

Assault – 1

Burglary – 0

Theft – 12

Auto Theft – 0

Arson – 0

Case #	Homicide	Rape	Robbery	Assault	Burglary	Theft	Auto Theft	Arson	Cleared
0969				XXXX					XXXX
0946						XXXX			XXXX
0942						XXXX			XXXX
0948						XXXX			XXXX
0956						XXXX			XXXX
0958						XXXX			
0975						XXXX			
0982						XXXX			XXXX
0985						XXXX			
0987						XXXX			XXXX
0990						XXXX			
0997						XXXX			
0957						XXXX			XXXX
Total	0	0	0	1	0	12	0	0	8 62%

Roeland Park Police Department / 4th Quarter U.C.R. Activity (October – December 2017)

Homicide – 0

Rape – 0

Robbery – 1

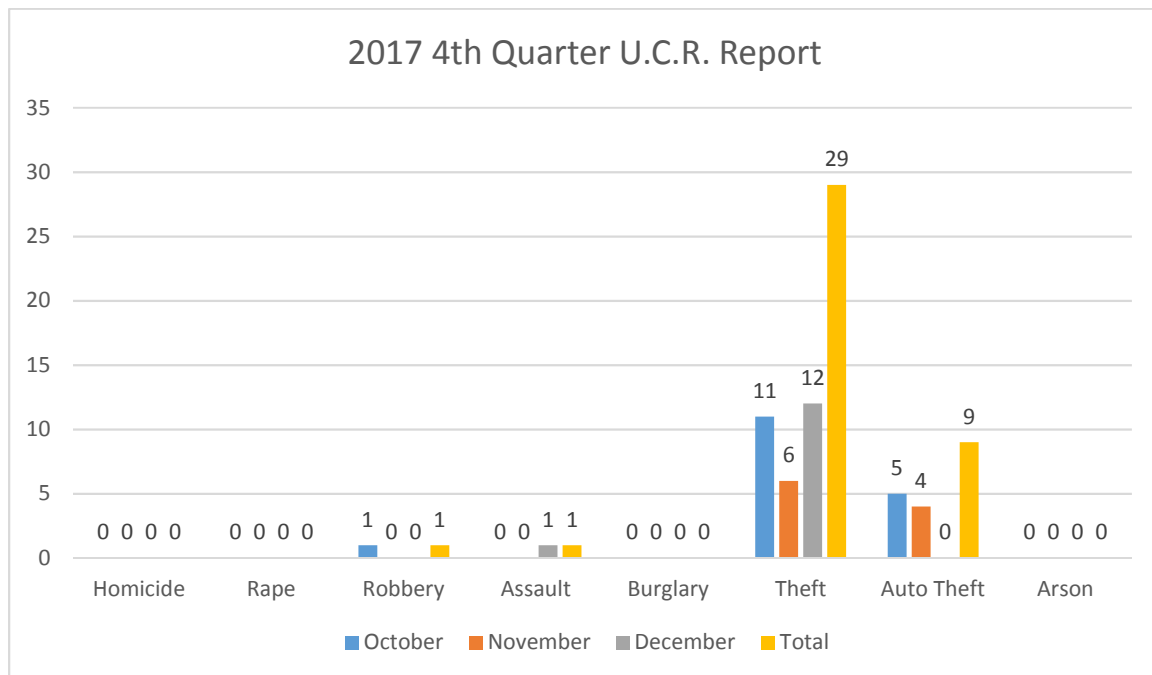
Assault – 1

Burglary – 0

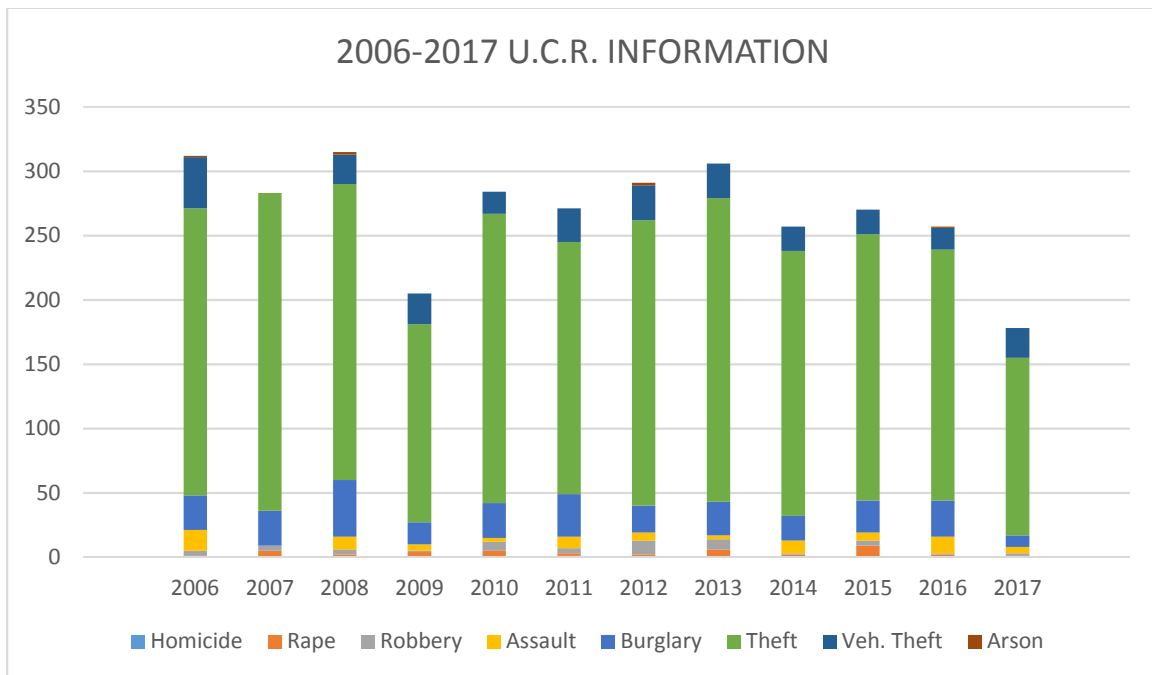
Theft – 29

Auto Theft – 9

Arson – 0



ROELAND PARK POLICE DEPARTMENT / UNIFORM CRIME REPORT 2006-2017



YEAR	Homicide	Rape	Robbery	Aggravated Assault	Burglary	Theft	Vehicle Theft	Arson	Population Estimate	Crime Index	Total # U.C.R.
2006	0	1	4	16	27	223	40	1	7,024	44.3	312
2007	0	5	4	No RPT.	27	247	No RPT.	0	6,916	40.9	283
2008	0	2	4	10	44	230	23	2	6,920	45.2	315
2009	0	4	1	5	17	154	24	0	6,920	29.6	205
2010	0	5	9	3	27	225	18	0	7,059	40.7	287
2011	1	1	4	9	33	196	26	2	6,774	39.9	272
2012	0	2	11	5	20	222	20	2	6,876	40.7	282
2013	0	6	8	3	26	236	27	0	6,843	44.7	306
2014	0	2	1	10	19	206	20	0	6,872	37.5	258
2015	0	9	4	6	25	207	19	0	6,831	39.2	271
2016	0	2	1	13	28	195	17	1	6,827	37.6	257
2017	0	1	2	5	9	138	23	0	6,731	26.5	178

(Crime Index per 1,000 residents)

Item Number: DISCUSSION ITEMS- II.-9.
Committee 1/22/2018
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 1/22/2018
Submitted By: Jennifer Jones-Lacy
Committee/Department: Administration
Title: **November 2017 Financial Report (est. time 10 min.)**
Item Type: Presentation

Recommendation:

For informational purposes only.

Details:

Please see attached reports and powerpoint for more information.
How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
☐ November Financial Details	Exhibit
☐ December CERl Report	Exhibit
☐ November Financial Report	Cover Memo

City of Roeland Park, Kansas

Monthly Financial Statements November 2017

Prepared by:



Training | Consulting | Accounting Services

Management Responsibility

The organization's management is responsible for the information contained in these reports and for the development, implementation, and adherence of all financial policies and procedures. We recommend management carefully review all transactions contained in these reports to insure accuracy and clarity.

Table of Contents

➤ **Statement of Financial Position**

The statement of financial position gives a financial picture of the organization as of the end of the reporting period. It reflects the assets, liabilities, and net assets of the organization.

Definition of Fund Accounting Terms

Net Assets – Total Assets minus Total Liabilities. Net assets fall into one of three categories (from most restricted to least restricted):

1. **Permanently Restricted** – funds that may not be spent because of permanent restrictions by the donor. Depending on the donor's restrictions, investment "earnings" may be directed to a specific purpose (temporarily restricted) or may be used for unrestricted purposes.
2. **Temporarily Restricted** – funds that may be spent only for designated uses.
3. **Unrestricted** – funds available for general operations. These may be further separated as follows:
 - a. **Net Investment in Fixed Assets** - total fixed assets minus accumulated depreciation minus any loans related to the fixed assets.
 - b. **Board Designated** - although unrestricted, these amounts have been segregated by the board (or finance committee, elders, etc.) for special purposes.
 - c. **Unrestricted Funds – Prior Years** – cumulative net activity (revenues minus expenses) from all prior years.
 - d. **Unrestricted Funds – Current Year** – current year net activity (detailed on the Statement of Activities).

➤ **Statement of Activities**

The statement of activities reflects the revenues and expenses of the organization for the current period of time—typically the current month and year-to-date. It can also be used to compare actual revenues and expenses to those budgeted.



City of Roeland Park
Statement of Fund Balance
11/30/2017

Assets

Cash

Cash in General Checking - Pooled

1010	General Fund	\$	38,258.33	
1010	Bond & Interest Fund		62,871.83	
1010	Special Highway Fund		50,191.03	
1010	Special Street Fund 27 - A		46,151.89	
1010	Community Center Fund Fund 27 - C		128,858.70	
1010	Special Infrastructure 27 - D		74,749.85	
1010	Equipment & Bldg Reserve Fund		93,826.72	
1010	TIF 1A/B - Bella Roe / Walmart		316,733.07	
1010	TDD #1 - Price Chopper		56,164.66	
1010	TDD #2 - Lowes		42,371.99	
1010	CID #1 - RP Shopping Center		71,319.79	
1010	TIF 2A/D - McDonalds / City Hall		57,139.58	
1010	TIF 2C - Valley State Bank		1,410.25	
1010	TIF 3C - Old Pool Area		88,802.41	
1011	TIF 1A/B - Bella Roe / Walmart		127,000.00	
1012	Special Law Enforcement Fund		8,912.83	
	Total Cash in General Checking - Pooled			1,264,762.93

Cash in Other Accounts

1020	Cash - Municipal Court		21,185.38	
1040	Cash - Pool Bond Reserve		157,500.08	
1050	Cash - Property Owners Association		16,519.51	
1090	Petty Cash Funds		200.00	
	Total Cash in Other Accounts			195,404.97

Restricted Cash

1060	Cash - Debt Service - Revenue Restricted		162,534.16	
1070	Cash - Restricted Asset - Bond Reserve		463,525.82	
1080	Cash - With Trustee		16,381.80	
	Total Restricted Cash			642,441.78

Total Cash

2,102,609.68

Other Current Assets

1110..1115	Accounts Receivable		1,912,106.79	
1140	Interfund Receivable		-	
1130..1135	Interest & Taxes Receivable		4,941,558.57	
1310	Invested Assets		7,258,988.78	
1210	Prepaid Expenses		(0.00)	
	Total Other Current Assets			14,112,654.14

Total Assets

\$ 16,215,263.82



City of Roeland Park
Statement of Fund Balance
11/30/2017

Liabilities & Fund Balance

Current Liabilities		
2005	Accounts Payable	39,598.15
2006	Accrued Wages	42,690.91
2010	Federal Withholding Payable	17,801.91
2020	State Withholding Payable	5,631.65
2030	City Withholding Payable	21.83
2040	KPERS Accrued Employee	1,173.18
2045	KP&F Employee Withholding Payable	2,840.70
2050	Insurance Withholding Payable	771.32
2035,2052	Other Withholding Payable	(2,165.43)
2055	Employee Garnishment Payable	-
2060	Section 457 Employee Payable	(1,216.90)
2065	Due to General Fund	-
Total Current Liabilities		<u>107,147.32</u>
Other Liabilities		
2080	Liability for Court Bonds	21,185.38
2085	Liability for Temporary Notes	-
2090	Bond Premium	-
2110	Deferred Revenue	6,079,024.91
2805	Bond Payment Liability	<u>1,228,491.00</u>
Total Other Liabilities		<u>7,328,701.29</u>
Total Liabilities		<u>7,435,848.61</u>
Fund Balance		
2910..2970	Fund Balance - General	1,916,719.35
2910..2970	Fund Balance - Special Law Enforcement Fund	8,912.83
2910..2970	Fund Balance - Sales Tax Loss Reserve	1,410,000.00
2910..2970	Fund Balance - Debt Service	236,162.44
2910..2970	Fund Balance - Special Revenue Projects	4,817,405.96
2910..2970	Fund Balance - Capital Projects	373,695.12
2910..2970	Fund Balance - Property Owners Association	<u>16,519.51</u>
Total Fund Balance		<u>8,779,415.21</u>
Total Liabilities & Fund Balance		<u>\$ 16,215,263.82</u>



City of Roeland Park
Statement of Fund Balance - BY FUND GROUP
11/30/2017

	General	Debt Service	Special Revenue	Capital Projects	TOTAL
Assets					
Cash					
Cash in General Checking - Pooled					
General Fund	\$ 38,258.33				\$ 38,258.33
Bond & Interest Fund		62,871.83			62,871.83
Special Highway Fund			50,191.03		50,191.03
Special Street Fund 27 - A			46,151.89		46,151.89
Special Street Fund 27 - C			128,858.70		128,858.70
Special Infrastructure 27 - D			74,749.85		74,749.85
Equipment & Bldg Reserve Fund				93,826.72	93,826.72
TIF 1A/B - Bella Roe / Walmart			316,733.07		316,733.07
TDD#1 - Price Chopper			56,164.66		56,164.66
TDD#2 - Lowes			42,371.99		42,371.99
CID #1 - RP Shopping Center			71,319.79		71,319.79
TIF 2A/D - McDonalds / City Hall			57,139.58		57,139.58
TIF 2C - Valley State Bank			1,410.25		1,410.25
TIF 3C - Old Pool Area			88,802.41		88,802.41
TIF 1A/B - Bella Roe / Walmart			127,000.00		127,000.00
Special Law Enforcement Fund	8,912.83	-	-	-	8,912.83
Total Cash in General Checking - Pooled	<u>47,171.16</u>	<u>62,871.83</u>	<u>1,060,893.22</u>	<u>93,826.72</u>	<u>1,264,762.93</u>



City of Roeland Park
Statement of Fund Balance - BY FUND GROUP
11/30/2017

	<u>General</u>	<u>Debt Service</u>	<u>Special Revenue</u>	<u>Capital Projects</u>	<u>TOTAL</u>
Assets (continued)					
Cash in Other Accounts					
Cash - Municipal Court	21,185.38				21,185.38
Cash - Pool Bond Reserve	157,500.08				157,500.08
Cash - Property Owners Association			16,519.51		16,519.51
Petty Cash Funds	200.00	-	-	-	200.00
Total Cash in Other Accounts	<u>178,885.46</u>	<u>-</u>	<u>16,519.51</u>	<u>-</u>	<u>195,404.97</u>
Restricted Cash					
Cash - Debt Service - Revenue Restricted	-	-	162,534.16	-	162,534.16
Cash - Restricted Asset - Bond Reserve	-	-	463,525.82	-	463,525.82
Cash - With Trustee	-	-	16,381.80	-	16,381.80
Total Restricted Cash	<u>-</u>	<u>-</u>	<u>642,441.78</u>	<u>-</u>	<u>642,441.78</u>
Total Cash	<u>226,056.62</u>	<u>62,871.83</u>	<u>1,719,854.51</u>	<u>93,826.72</u>	<u>2,102,609.68</u>
Other Current Assets					
Accounts Receivable	(51.86)	1,912,158.40	0.25	-	1,912,106.79
Interest & Taxes Receivable	2,538,139.46	386,311.08	2,017,108.03	-	4,941,558.57
Invested Assets	2,893,574.57	173,290.61	3,900,406.55	291,717.05	7,258,988.78
Prepaid Expenses	(0.00)	-	-	-	(0.00)
Total Other Current Assets	<u>5,431,662.17</u>	<u>2,471,760.09</u>	<u>5,917,514.83</u>	<u>291,717.05</u>	<u>14,112,654.14</u>
Total Assets	<u>\$ 5,657,718.79</u>	<u>\$ 2,534,631.92</u>	<u>\$ 7,637,369.34</u>	<u>\$ 385,543.77</u>	<u>16,215,263.82</u>



City of Roeland Park
Statement of Fund Balance - BY FUND GROUP
11/30/2017

	General	Debt Service	Special Revenue	Capital Projects	TOTAL
Liabilities & Fund Balance					
Current Liabilities					
Accounts Payable	27,749.50	-	-	11,848.65	39,598.15
Accrued Wages	42,690.91	-	-	-	42,690.91
Federal Withholding Payable	17,801.91	-	-	-	17,801.91
State Withholding Payable	5,631.65	-	-	-	5,631.65
Payroll Payables	155.83	-	-	-	155.83
KPERS Accrued Employee	1,173.18	-	-	-	1,173.18
KP&F Employee Withholding Payable	2,840.70	-	-	-	2,840.70
Insurance Withholding Payable	771.32	-	-	-	771.32
Supplemental Insurance Payable	(2,299.43)	-	-	-	(2,299.43)
Employee Garnishment Payable	-	-	-	-	-
Section 457 Employee Payable	(1,216.90)	-	-	-	(1,216.90)
Due to General Fund	-	-	-	-	-
Total Current Liabilities	95,298.67	-	-	11,848.65	107,147.32
Other Liabilities					
Liability for Court Bonds	21,185.38	-	-	-	21,185.38
Liability for Temporary Notes	-	-	-	-	-
Deferred Revenue	2,205,602.56	2,298,469.48	1,574,952.87	-	6,079,024.91
Bond Payment Liability	-	-	1,228,491.00	-	1,228,491.00
Total Other Liabilities	2,226,787.94	2,298,469.48	2,803,443.87	-	7,328,701.29
Total Liabilities	2,322,086.61	2,298,469.48	2,803,443.87	11,848.65	7,435,848.61
Fund Balance					
Fund Balance	2,622,694.61	363,620.37	1,583,294.91	280,307.82	4,849,917.71
Fund Balance - Debt Service	239,373.00	-	1,803,380.70	-	2,042,753.70
Fund Balance - Reserved Future Projects	-	-	-	-	-
Fund Balance - Reserved for Encumbrances	-	-	-	-	-
Fund Balance - Restricted Special Law	-	-	-	-	-
Fund Balance - Building Reserve	-	-	-	30,000.00	30,000.00
Fund Balance - Contingency	-	-	30,000.00	-	30,000.00
Total Beginning Fund Balance	2,862,067.61	363,620.37	3,416,675.61	310,307.82	6,952,671.41
Current Fund Balance	473,564.57	(127,457.93)	1,417,249.86	63,387.30	1,826,743.80
Total Fund Balance	3,335,632.18	236,162.44	4,833,925.47	373,695.12	8,779,415.21
Total Liabilities & Fund Balance	\$ 5,657,718.79	\$ 2,534,631.92	\$ 7,637,369.34	\$ 385,543.77	\$ 16,215,263.82



City of Roeland Park
Schedule of Cash Balances
For the Period Ended 11/30/2017

		2017 Activity				
		12/31/2016			11/30/2017	
Cash & Cash Equivalents		Balance	Receipts	Disbursements	Transfers to/from Trustee Accounts	Balance
Cash in US Bank - Pooled						
1010	General Fund	111,489.98	4,864,329.79	4,937,561.44	-	38,258.33
1010	Bond & Interest Fund	107,996.96	962,440.52	1,007,565.65	-	62,871.83
1010	Special Highway Fund	90,754.90	181,464.26	222,028.13	-	50,191.03
1010	Special Street Fund 27 - A	77,727.02	1,010,607.12	1,042,182.25	-	46,151.89
1010	Community Center Fund Fund 27 - C	323,870.35	183,471.93	378,483.58	-	128,858.70
1010	Special Infrastructure 27 - D	126,490.80	573,193.84	624,934.79	-	74,749.85
1010	Equipment & Bldg Reserve Fund	322,156.47	198,852.48	427,182.23	-	93,826.72
1010	TIF 1A/B - Bella Roe / Walmart	270,898.07	1,037,212.13	1,016.67	(990,360.46)	316,733.07
1010	TDD #1 - Price Chopper	52,342.58	244,768.74	2,066.66	(238,880.00)	56,164.66
1010	TDD #2 - Lowes	37,748.02	130,536.64	666.67	(125,246.00)	42,371.99
1010	CID #1 - RP Shopping Center	306,044.65	413,675.18	648,400.04	-	71,319.79
1010	TIF 2A/D - McDonalds / City Hall	164,119.98	377,694.52	484,674.92	-	57,139.58
1010	TIF 2C - Valley State Bank	1,170.31	55,921.03	-	(55,681.09)	1,410.25
1010	TIF 3C - Old Pool Area	131,261.03	347,902.79	390,361.41	-	88,802.41
1011	TIF 1A/B - Bella Roe / Walmart	127,000.00	-	-	-	127,000.00
1012	Special Law Enforcement Fund	7,912.83	1,000.00	-	-	8,912.83
Total Cash in US Bank - Pooled		2,258,983.95	10,583,070.97	10,167,124.44	(1,410,167.55)	1,264,762.93
Cash in Other Accounts						
1020	Cash - Municipal Court	21,765.38	6,814.00	7,394.00	-	21,185.38
1040	Cash - Pool Bond Reserve	157,500.08	-	-	-	157,500.08
1050	Cash - Property Owners Association	14,580.01	33,847.00	31,907.50	-	16,519.51
1090	Petty Cash	200.00	-	-	-	200.00
Total Cash in Other Accounts		194,045.47	40,661.00	39,301.50	-	195,404.97
Restricted Cash						
1060	Cash - Debt Service - Revenue Restricted	3,809.30	391.83	11,254.50	169,587.53	162,534.16
1070	Cash - Restricted Asset - Bond Reserve	465,352.84	16,876.85	-	(18,703.87)	463,525.82
1080	Cash - With Trustee	190,879.93	1,355.58	1,435,137.60	1,259,283.89	16,381.80
Total Restricted Cash		660,042.07	18,624.26	1,446,392.10	1,410,167.55	642,441.78
Total Cash		\$ 3,113,071.49	\$ 10,642,356.23	\$ 11,652,818.04	\$ -	\$ 2,102,609.68



City of Roeland Park
Statement of Activities
Year-to-Date Fund Summary
For the Period Ended 11/30/2017

	<u>General</u>	<u>Debt Service</u>	<u>Special Revenue</u>	<u>Capital Projects</u>	<u>Total Funds</u>
Total Revenue	\$ <u>4,902,285.54</u>	\$ <u>969,170.82</u>	\$ <u>4,434,639.91</u>	\$ <u>200,001.75</u>	\$ <u>10,506,098.02</u>
Total Expenditures	\$ <u>4,428,720.97</u>	\$ <u>1,096,628.75</u>	\$ <u>3,017,390.05</u>	\$ <u>136,614.45</u>	\$ <u>8,679,354.22</u>
Change in Fund Balance	\$ <u><u>473,564.57</u></u>	\$ <u><u>(127,457.93)</u></u>	\$ <u><u>1,417,249.86</u></u>	\$ <u><u>63,387.30</u></u>	\$ <u><u>1,826,743.80</u></u>



City of Roeland Park
Statement of Activities
For the Period Ended 11/30/2017

I-All

		Unencumbered						
		Current Month	Year to Date	Budget to Date	Variance	Annual Budget	Balance	% Used
Revenues								
4010	Cash Carryforward	\$ -	\$ -	\$ 8,041,249.00	\$ (8,041,249.00)	\$ 8,041,249.00	\$ 8,041,249.00	0.00%
4020	Recreational Vehicle Tax	-	832.46	737.00	95.46	799.00	(33.46)	104.19%
4021	Commercial Vehicle Tax	-	-	902.00	(902.00)	981.00	981.00	0.00%
4040	Heavy Trucks Tax	-	1,216.85	286.00	930.85	315.00	(901.85)	386.30%
4050	Ad Valorem Tax	-	1,903,839.26	2,156,781.00	(252,941.74)	2,352,848.00	449,008.74	80.92%
4060	Motor Vehicle Tax	-	246,579.29	221,639.00	24,940.29	241,790.00	(4,789.29)	101.98%
4070	Personal Property Tax-delinquent	-	604.47	440.00	164.47	472.00	(132.47)	128.07%
4080	Real Property Tax - Delinquent	-	23,247.26	14,025.00	9,222.26	15,305.00	(7,942.26)	151.89%
4110	City/county Sales & Use Tax	246,739.91	2,658,788.19	2,546,115.00	112,673.19	2,777,595.00	118,806.81	95.72%
4115	Sales Tax 27B (280 Fund)	51,448.74	550,415.73	509,619.00	40,796.73	555,951.00	5,535.27	99.00%
4120	County Jail Tax	13,968.66	146,376.45	142,054.00	4,322.45	154,965.00	8,588.55	94.46%
4130	Safety Sales Tax	13,968.66	146,376.45	142,087.00	4,289.45	155,004.00	8,627.55	94.43%
4135	County Courthouse Sales Tax	13,946.91	80,152.59	-	80,152.59	-	(80,152.59)	N/A
4140	Spec City/county Highway Fund	-	181,464.26	162,250.00	19,214.26	177,000.00	(4,464.26)	102.52%
4161	Grants/Donations - Private	-	-	22,924.00	(22,924.00)	25,000.00	25,000.00	0.00%
4210	Street Cutting Permit	1,435.00	12,715.00	4,499.00	8,216.00	4,910.00	(7,805.00)	258.96%
4215	Building Permit	3,211.00	59,432.00	45,837.00	13,595.00	50,000.00	(9,432.00)	118.86%
4220	Electrical Permit	200.00	2,670.00	3,179.00	(509.00)	3,470.00	800.00	76.95%
4225	Mechanical Permit	770.00	6,048.00	7,084.00	(1,036.00)	7,728.00	1,680.00	78.26%
4230	Plumbing Permit	40.00	1,275.00	1,331.00	(56.00)	1,450.00	175.00	87.93%
4235	Garage Sale Permit	-	305.00	462.00	(157.00)	500.00	195.00	61.00%
4240	Sign Permit	-	770.00	231.00	539.00	250.00	(520.00)	308.00%
4245	Cereal Malt Beverage License	150.00	325.00	550.00	(225.00)	600.00	275.00	54.17%
4250	Animal Licenses	340.00	6,896.00	8,173.00	(1,277.00)	8,913.00	2,017.00	77.37%
4255	Home Occupational Licenses	280.00	560.00	1,551.00	(991.00)	1,693.00	1,133.00	33.08%
4260	Rental Licenses	1,446.51	33,364.05	31,713.00	1,651.05	34,595.00	1,230.95	96.44%
4265	Business Occupational Licenses	11,847.27	26,775.27	46,750.00	(19,974.73)	50,999.00	24,223.73	52.50%
4310	Franchise Tax - Electric	28,002.66	245,680.04	258,940.00	(13,259.96)	282,477.00	36,796.96	86.97%
4320	Franchise Tax - Gas	8,517.93	101,791.17	103,312.00	(1,520.83)	112,709.00	10,917.83	90.31%
4330	Franchise Tax - Telephone	568.40	6,903.60	8,250.00	(1,346.40)	9,000.00	2,096.40	76.71%
4340	Franchise Tax - Telecable	12,531.95	63,190.16	58,663.00	4,527.16	64,000.00	809.84	98.73%
4350	Franchise Tax - DSL	(5,589.22)	19,407.13	21,087.00	(1,679.87)	23,000.00	3,592.87	84.38%
4393	Bullet Proof Vest Grant	-	1,224.43	-	1,224.43	-	(1,224.43)	N/A
4410	Fine	29,809.80	275,623.11	257,675.00	17,948.11	281,099.00	5,475.89	98.05%
4415	Court Costs	1,175.00	24,201.84	16,038.00	8,163.84	17,500.00	(6,701.84)	138.30%
4420	State Fees	2,111.00	20,259.50	38,500.00	(18,240.50)	42,000.00	21,740.50	48.24%
4432	Special Law Enforcement Receipts	1,000.00	1,000.00	-	1,000.00	-	(1,000.00)	N/A
4510..4511	Interest on Investment	28,582.42	87,915.34	66,649.00	21,266.34	72,701.00	(15,214.34)	120.93%
4530	Reimbursed Expense	-	3,277.19	12,837.00	(9,559.81)	14,000.00	10,722.81	23.41%
4610	Special Assessments	-	2,590.42	3,124.00	(533.58)	3,403.00	812.58	76.12%
4620	Special Assmnt Tax - Delinquent	-	-	330.00	(330.00)	364.00	364.00	0.00%
4630	Storm Drainage RC12-013	-	59,494.22	57,519.00	1,975.22	62,750.00	3,255.78	94.81%
4640	Storm Drainage RC12-012	-	92,573.39	83,611.00	8,962.39	91,206.00	(1,367.39)	101.50%
4650	Storm Drainage RC12-014	-	105,221.38	97,669.00	7,552.38	106,551.00	1,329.62	98.75%
4710	Apt Tower Lease Payment	8,726.14	23,630.72	17,820.00	5,810.72	19,441.00	(4,189.72)	121.55%
4713	Voicestream Wireless Payment	8,726.14	23,630.70	17,820.00	5,810.70	19,441.00	(4,189.70)	121.55%
4716	Clearwire Tower Lease Paymt	8,726.16	23,630.78	17,820.00	5,810.78	19,441.00	(4,189.78)	121.55%
4720	Plans & Spec's	-	5,220.70	1,353.00	3,867.70	1,474.00	(3,746.70)	354.19%
4725	Police Reports	365.00	4,949.00	5,027.00	(78.00)	5,488.00	539.00	90.18%
4730	Tax Increment Income	-	864,652.34	640,079.00	224,573.34	698,256.00	(166,396.34)	123.83%
4731	Tax Increment Income 3A	-	211,481.26	185,691.00	25,790.26	202,572.00	(8,909.26)	104.40%
4735	Tax Increment Income IB	-	588,596.88	392,337.00	196,259.88	428,000.00	(160,596.88)	137.52%
4755	3rd Floor Lease Revenues	3,466.75	37,958.69	34,496.00	3,462.69	37,632.00	(326.69)	100.87%
4768	Service Line Agreement	-	2,627.41	2,387.00	240.41	2,607.00	(20.41)	100.78%
4770	Solid Waste Agreement	67.50	506,451.15	464,376.00	42,075.15	506,588.00	136.85	99.97%



City of Roeland Park
Statement of Activities
For the Period Ended 11/30/2017

I-AII

							Unencumbered		
		Current Month	Year to Date	Budget to Date	Variance	Annual Budget	Balance	% Used	
4775	RPPOA Contract	-	31,875.00	29,216.00	2,659.00	31,875.00	-	100.00%	
4780	Sale of Assets	-	-	-	-	-	-	N/A	
4785	Administrative Fee Reimbsmnt	-	-	462.00	(462.00)	505.00	505.00	0.00%	
4787	RP Community Foundation Donations	-	543.00	-	543.00	-	(543.00)	N/A	
4789	Transfer from General Fund	4,416.67	153,999.99	-	153,999.99	-	(153,999.99)	N/A	
4795	Miscellaneous	100.00	39,033.09	40,194.00	(1,160.91)	43,847.00	4,813.91	89.02%	
4824	Transfer from Public Works	1,041.66	11,458.32	-	11,458.32	-	(11,458.32)	N/A	
4830	Transfer from 27A Fund	34,666.67	381,333.33	381,337.00	(3.67)	416,000.00	34,666.67	91.67%	
4840	Transfer from General Fund	30,955.00	338,171.67	176,396.00	161,775.67	192,430.00	(145,741.67)	175.74%	
4841	Transfer from Police Dept.	-	2,333.33	-	2,333.33	-	(2,333.33)	N/A	
4860	Transfer from Special Highway	4,830.83	53,139.16	53,141.00	(1.84)	57,970.00	4,830.84	91.67%	
Total Revenues		572,591.12	10,506,098.02	17,656,624.00	(7,150,525.98)	18,530,709.00	8,024,610.98	56.70%	
Expenditures									
5101	Salaries - Regular	171,145.44	1,412,123.41	1,424,984.00	(12,860.59)	1,554,512.00	142,388.59	90.84%	
5102	Salaries-Overtime	10,953.42	37,998.47	54,131.00	(16,132.53)	59,058.00	21,059.53	64.34%	
5103	Salaries - Elected Officials	3,910.00	43,070.00	43,010.00	60.00	46,920.00	3,850.00	91.79%	
5104	Salaries - Part-time	5,443.43	46,072.76	48,631.00	(2,558.24)	53,050.00	6,977.24	86.85%	
5107	Salaries - Intern	-	5,831.00	5,324.00	507.00	5,805.00	(26.00)	100.45%	
5108	Salaries - Judge	1,183.33	12,454.63	13,013.00	(558.37)	14,200.00	1,745.37	87.71%	
5109	Salaries - Prosecutor	977.50	10,217.00	10,758.00	(541.00)	11,730.00	1,513.00	87.10%	
5122	Fica City Contribution	14,661.57	118,983.68	127,468.00	(8,484.32)	139,050.00	20,066.32	85.57%	
5123	KPERS City Contribution	5,574.93	61,003.07	67,375.00	(6,371.93)	73,500.00	12,496.93	83.00%	
5124	Ks Unemployment Insurance	-	629.20	2,750.00	(2,120.80)	3,000.00	2,370.80	20.97%	
5125	Worker's Compensation	-	46,910.00	45,837.00	1,073.00	50,000.00	3,090.00	93.82%	
5126	Health Insurance	54,793.04	265,381.30	307,142.00	(41,760.70)	335,060.00	69,678.70	79.20%	
5127	Health Savings Account	2,937.50	31,493.75	19,987.00	11,506.75	21,800.00	(9,693.75)	144.47%	
5128	401A City Contribution	597.27	4,785.66	-	4,785.66	-	(4,785.66)	N/A	
5130	City Paid Life/ST Disability	842.65	8,934.81	9,075.00	(140.19)	9,900.00	965.19	90.25%	
5131	KP&F City Contribution	11,606.23	133,892.22	137,500.00	(3,607.78)	150,000.00	16,107.78	89.26%	
5132	403A City Contribution	-	-	4,532.00	(4,532.00)	4,944.00	4,944.00	0.00%	
5133	Wellness Incentive	-	(375.00)	-	(375.00)	-	375.00	N/A	
5201	Electric	5,986.13	44,706.22	39,974.00	4,732.22	43,611.00	(1,095.22)	102.51%	
5202	Telephone	1,032.88	12,855.88	18,469.00	(5,613.12)	20,136.00	7,280.12	63.85%	
5203	Printing & Advertising	1,085.15	1,755.14	4,301.00	(2,545.86)	4,700.00	2,944.86	37.34%	
5204	Legal Printing	23.04	798.80	2,937.00	(2,138.20)	3,200.00	2,401.20	24.96%	
5205	Postage & Mailing Permits	894.99	4,216.66	8,250.00	(4,033.34)	9,000.00	4,783.34	46.85%	
5206	Travel Expense & Training	2,032.93	20,547.22	30,767.00	(10,219.78)	33,560.00	13,012.78	61.23%	
5207	Medical Expense & Drug Testing	-	1,355.91	1,694.00	(338.09)	1,850.00	494.09	73.29%	
5208	Newsletter	529.00	7,045.16	6,413.00	632.16	7,000.00	(45.16)	100.65%	
5209	Professional Services	21,158.87	185,248.96	287,672.00	(102,423.04)	313,838.00	128,589.04	59.03%	
5210	Maintenace & Repair Building	108.22	20,071.96	28,501.00	(8,429.04)	31,100.00	11,028.04	64.54%	
5211	Maintenace & Repair Equipment	933.53	16,662.07	43,725.00	(27,062.93)	47,700.00	31,037.93	34.93%	
5212	Utility Asst	-	15,000.00	13,750.00	1,250.00	15,000.00	-	100.00%	
5213	Audit Fees	-	38,475.00	34,848.00	3,627.00	38,020.00	(455.00)	101.20%	
5214	Other Contracted Services	14,584.66	105,470.99	129,558.00	(24,087.01)	141,337.00	35,866.01	74.62%	
5215	City Attorney	9,303.10	73,160.33	68,750.00	4,410.33	75,000.00	1,839.67	97.55%	
5216	Special Prosecutor Fees	-	-	2,288.00	(2,288.00)	2,500.00	2,500.00	0.00%	
5218	IT & Communication	-	11,049.28	17,446.00	(6,396.72)	19,030.00	7,980.72	58.06%	
5219	Meeting Expense	-	766.41	-	766.41	-	(766.41)	N/A	
5220	Street Light Repair & Maintenance	3,884.14	33,084.64	60,687.00	(27,602.36)	66,200.00	33,115.36	49.98%	
5221	Maintenance Streets-contract	3,653.30	210,029.61	192,500.00	17,529.61	210,000.00	(29.61)	100.01%	
5222	Traffic Signal Expense	15,358.76	152,835.39	152,163.00	672.39	166,000.00	13,164.61	92.07%	
5224	Laundry Service	224.40	1,952.20	2,750.00	(797.80)	3,000.00	1,047.80	65.07%	
5226	Car Allowance	450.00	4,950.00	4,950.00	-	5,400.00	450.00	91.67%	
5227	Prisoner Care	-	2,765.00	7,337.00	(4,572.00)	8,000.00	5,235.00	34.56%	



City of Roeland Park
Statement of Activities
For the Period Ended 11/30/2017

I-All

								Unencumbered
		Current Month	Year to Date	Budget to Date	Variance	Annual Budget	Balance	% Used
5228	Fees Due State of Kansas	1,536.50	19,102.00	38,500.00	(19,398.00)	42,000.00	22,898.00	45.48%
5230	Art Commissioner	100.00	1,100.00	1,100.00	-	1,200.00	100.00	91.67%
5232	United Community Services	-	3,930.00	3,608.00	322.00	3,930.00	-	100.00%
5233	JoCo Home Repair - Minor	-	-	4,125.00	(4,125.00)	4,500.00	4,500.00	0.00%
5234	JoCo Home Repair - Major	-	-	7,337.00	(7,337.00)	8,000.00	8,000.00	0.00%
5235	Leaf Program Disposal Fees	-	-	12,518.00	(12,518.00)	13,658.00	13,658.00	0.00%
5236	Community Policing	-	237.89	462.00	(224.11)	500.00	262.11	47.58%
5237	Community Events	120.00	1,111.59	3,663.00	(2,551.41)	4,000.00	2,888.41	27.79%
5238	Animal Control	-	55,776.59	52,877.00	2,899.59	57,680.00	1,903.41	96.70%
5244	General Contractor	-	147,600.00	472,087.00	(324,487.00)	515,000.00	367,400.00	28.66%
5246	In-House Street Maintenance	1,722.00	48,947.57	105,413.00	(56,465.43)	115,000.00	66,052.43	42.56%
5248	Strategic Planning	-	5,240.00	1,375.00	3,865.00	1,500.00	(3,740.00)	349.33%
5249	Branding Implementation	-	-	-	-	-	-	N/A
5250	Insurance & Surety Bonds	-	44,228.09	42,603.00	1,625.09	46,477.00	2,248.91	95.16%
5251	Mayor Expenses	-	490.84	913.00	(422.16)	1,000.00	509.16	49.08%
5252	Elections - City	8,806.08	8,806.08	16,500.00	(7,693.92)	18,000.00	9,193.92	48.92%
5253	Public Relations	400.00	2,085.84	3,212.00	(1,126.16)	3,500.00	1,414.16	59.60%
5254	Miscellaneous Charges	-	206.97	8,437.00	(8,230.03)	9,200.00	8,993.03	2.25%
5255	JoCo HR	-	83,000.00	73,337.00	9,663.00	80,000.00	(3,000.00)	103.75%
5256	Committee Funds	43.00	2,323.96	3,663.00	(1,339.04)	4,000.00	1,676.04	58.10%
5257	Property Tax Payments	-	-	7,150.00	(7,150.00)	7,800.00	7,800.00	0.00%
5258	RPPOA Common Area Expenses	-	65,722.00	60,247.00	5,475.00	65,722.00	-	100.00%
5259	Traffic Control Signs	-	6,844.96	6,875.00	(30.04)	7,500.00	655.04	91.27%
5260	Vehicle Maintenance	1,698.35	11,364.29	29,106.00	(17,741.71)	31,759.00	20,394.71	35.78%
5262	Grounds Maintenance	207.00	10,035.34	23,375.00	(13,339.66)	25,500.00	15,464.66	39.35%
5263	Tree Maintenance	525.00	33,597.44	13,750.00	19,847.44	15,000.00	(18,597.44)	223.98%
5264	Grounds Improvements	-	-	3,663.00	(3,663.00)	4,000.00	4,000.00	0.00%
5265	Computer System R&M	-	219.98	5,962.00	(5,742.02)	6,500.00	6,280.02	3.38%
5266	Computer Software	-	18,899.00	27,665.00	(8,766.00)	30,180.00	11,281.00	62.62%
5267	Employee Related Expenses	-	2,164.84	-	2,164.84	-	(2,164.84)	N/A
5272	Solid Waste Contract	34,494.77	380,300.48	390,698.00	(10,397.52)	426,217.00	45,916.52	89.23%
5276	Conference & Seminars	-	-	-	-	-	-	N/A
5283	RP Community Foundation Grant Expense	363.00	443.00	-	443.00	-	(443.00)	N/A
5285	Pool Operations	-	160.00	187,913.00	(187,753.00)	205,000.00	204,840.00	0.08%
5287	Water	1,936.47	5,513.85	6,655.00	(1,141.15)	7,260.00	1,746.15	75.95%
5288	Waste Water	358.00	2,327.07	3,663.00	(1,335.93)	4,000.00	1,672.93	58.18%
5289	Natural Gas	498.82	6,321.76	4,400.00	1,921.76	4,800.00	(1,521.76)	131.70%
5292	Fireworks	-	2,210.00	2,288.00	(78.00)	2,500.00	290.00	88.40%
5301	Office Supplies	354.99	5,655.20	12,562.00	(6,906.80)	13,700.00	8,044.80	41.28%
5302	Motor Fuels & Lubricants	734.81	26,489.69	64,196.00	(37,706.31)	70,023.00	43,533.31	37.83%
5303	Sand and Salt	-	(0.03)	39,589.00	(39,589.03)	43,185.00	43,185.03	0.00%
5304	Janitorial Supplies	65.34	1,936.31	4,785.00	(2,848.69)	5,222.00	3,285.69	37.08%
5305	Dues, Subscriptions, & Books	52.42	19,252.82	15,653.00	3,599.82	17,060.00	(2,192.82)	112.85%
5306	Materials	14.85	7,114.87	5,500.00	1,614.87	6,000.00	(1,114.87)	118.58%
5307	Other Commodities	425.50	7,516.26	3,663.00	3,853.26	4,000.00	(3,516.26)	187.91%
5308	Clothing & Uniforms	565.04	8,626.35	8,668.00	(41.65)	9,450.00	823.65	91.28%
5309	Amunition	100.00	1,906.02	2,475.00	(568.98)	2,700.00	793.98	70.59%
5310	Training Supplies	-	462.00	462.00	-	500.00	38.00	92.40%
5311	Pool Equipment	-	-	25,267.00	(25,267.00)	27,563.00	27,563.00	0.00%
5315	Machinery & Auto Equipment	6,037.66	11,796.50	12,837.00	(1,040.50)	14,001.00	2,204.50	84.25%
5318	Tools	385.39	3,713.96	3,663.00	50.96	4,000.00	286.04	92.85%
5403	Office Equipment	-	1,562.88	3,663.00	(2,100.12)	4,000.00	2,437.12	39.07%
5425	Other Capital Outlay	-	134.82	5,687.00	(5,552.18)	6,200.00	6,065.18	2.17%
5439	Stormwater Maintenance	-	2,850.00	-	2,850.00	-	(2,850.00)	N/A
5442	Building Expense	-	66,848.65	11,913.00	54,935.65	13,000.00	(53,848.65)	514.22%
5444	ADA Improvements	-	12,024.00	-	12,024.00	-	(12,024.00)	N/A



City of Roeland Park
Statement of Activities
For the Period Ended 11/30/2017

I-All

								Unencumbered
		Current Month	Year to Date	Budget to Date	Variance	Annual Budget	Balance	% Used
5454	Sidewalk Project	-	-	-	-	-	-	N/A
5456	CARS Projects	23,558.41	322,665.00	335,203.00	(12,538.00)	365,680.00	43,015.00	88.24%
5469	Stormwater Maintenance	2,781.39	71,257.77	18,337.00	52,920.77	20,000.00	(51,257.77)	356.29%
5470	Park Maint/Infrastructure	868.50	23,179.48	155,837.00	(132,657.52)	170,000.00	146,820.52	13.63%
5600	Lease/purchase-pool	198,000.00	198,000.00	181,500.00	16,500.00	198,000.00	-	100.00%
5601	Bond Principal	-	1,302,303.10	514,712.00	787,591.10	561,501.00	(740,802.10)	231.93%
5602	Bond Interest	-	129,309.37	350,647.00	(221,337.63)	382,512.00	253,202.63	33.81%
5605	Lease/purchase Pool Interest	6,930.00	13,860.00	12,705.00	1,155.00	13,860.00	-	100.00%
5608	Principal Bonds - 2010-1	-	265,000.00	242,913.00	22,087.00	265,000.00	-	100.00%
5609	Interest Bonds - 2010-1	-	46,660.00	42,768.00	3,892.00	46,660.00	-	100.00%
5612	Debt Service - Bond Issue	-	1,875.13	41,470.00	(39,594.87)	45,240.00	43,364.87	4.14%
5614	Bond Principal 2014-1	107,000.00	107,000.00	98,087.00	8,913.00	107,000.00	-	100.00%
5615	Bond Interest 2014-1	4,985.00	9,968.75	9,141.00	827.75	9,971.00	2.25	99.98%
5619	L/P - Principal	-	54,531.99	49,984.00	4,547.99	54,532.00	0.01	100.00%
5620	L/P - Interest	-	3,437.31	3,146.00	291.31	3,437.00	(0.31)	100.01%
5628	Principal Bonds - 2011-2	180,000.00	180,000.00	165,000.00	15,000.00	180,000.00	-	100.00%
5629	Interest Bonds - 2011-2	15,698.75	31,397.50	28,787.00	2,610.50	31,398.00	0.50	100.00%
5644	Principal Bonds - 2012-1	585,000.00	585,000.00	385,000.00	200,000.00	420,000.00	(165,000.00)	139.29%
5645	Interest Bonds - 2012-1	20,531.25	41,062.50	30,756.00	10,306.50	33,553.00	(7,509.50)	122.38%
5704	Future CIP - Police	-	-	20,526.00	(20,526.00)	22,394.00	22,394.00	0.00%
5705	Future CIP - PW	-	-	14,069.00	(14,069.00)	15,349.00	15,349.00	0.00%
5707	Future CIP - Building Reserve	-	-	167,882.00	(167,882.00)	183,147.00	183,147.00	0.00%
5721	CID #1 Expenses	-	-	1,797,037.00	(1,797,037.00)	1,960,403.00	1,960,403.00	0.00%
5751	TIF Fund Expenditure	-	-	385,913.00	(385,913.00)	421,000.00	421,000.00	0.00%
5802	Transfer to General Fund	-	-	-	-	-	-	N/A
5818	Transfer To Bond & Intfund	34,666.67	381,333.33	488,565.00	(107,231.67)	532,970.00	151,636.67	71.55%
5821	Transfer to TIF 2A/D	4,416.67	48,583.33	-	48,583.33	-	(48,583.33)	N/A
5822	Transfer to TIF 3C	-	105,416.66	-	105,416.66	-	(105,416.66)	N/A
5823	Transfer to 27D	18,750.00	206,250.00	-	206,250.00	-	(206,250.00)	N/A
5825	Transfer to Equip Reserve Fund	18,077.49	198,852.48	122,309.00	76,543.48	133,430.00	(65,422.48)	149.03%
5827	Transfer to Sales Tax Loss Reserve	-	-	-	-	-	-	N/A
Total Expenditures		1,648,678.53	8,679,354.22	10,989,264.00	(2,309,909.78)	11,988,235.00	3,308,880.78	72.40%
Change in Fund Balance		\$ (1,076,087.41)	\$ 1,826,743.80	\$ 6,667,360.00	\$ (4,840,616.20)	\$ 6,542,474.00	\$ 4,715,730.20	



City of Roeland Park
Statement of Activities - BY FUND
For the Period Ended 11/30/2017

I-By Fund

					2017 Approved			Projected vs. YTD	%
		Current Month	Year to Date	Budget to Date	Budget	2017 Projected	Actual	Remaining	
4000..4999	Revenues								
000..115	General Fund	\$ 277,980.66	\$ 4,902,285.54	\$ 7,669,764.00	\$ 8,121,867.00	\$ 7,874,173.00	\$ 2,971,887.46	62.26%	
200	Bond & Interest Fund	38,526.54	969,170.82	1,442,907.00	1,541,810.00	1,370,536.00	401,365.18	70.71%	
250	Special Highway Fund	325.62	181,789.88	275,714.00	290,464.00	310,424.00	128,634.12	58.56%	
270	Special Street Fund 27 - A	84,217.92	816,335.73	1,289,076.00	1,351,302.00	1,270,566.00	454,230.27	64.25%	
290	Special Street Fund 27 - C	17,890.44	185,385.75	486,161.00	501,605.00	536,583.00	351,197.25	34.55%	
300	Special Infrastructure 27 - D	53,647.40	573,792.08	381,357.00	413,908.00	809,722.00	235,929.92	70.86%	
360	Equipment & Bldg Reserve Fund	18,077.49	200,001.75	383,757.00	394,878.00	527,237.00	327,235.25	37.93%	
370	TIF 1A/B - Bella Roe / Walmart	-	1,055,697.56	1,723,585.00	1,785,706.00	2,048,484.00	992,786.44	51.54%	
400	TDD#1 - Price Chopper	22,777.28	244,861.44	247,819.00	270,346.00	162,682.00	(82,179.44)	150.52%	
410	TDD#2 - Lowes	13,367.39	130,581.24	120,538.00	131,501.00	(805,727.00)	(936,308.24)	N/A	
420	CID #1 - RP Shopping Center	39,806.52	426,974.48	2,182,253.00	2,220,342.00	2,225,185.00	1,798,210.52	19.19%	
450	TIF 2A/D - McDonalds / City Hall	5,661.61	380,725.17	596,720.00	622,220.00	644,363.00	263,637.83	59.09%	
480	TIF 2C - Valley State Bank	-	55,922.56	44,308.00	48,330.00	70,543.00	14,620.44	79.27%	
510	TIF 3C - Old Pool Area	312.25	348,727.02	767,011.00	787,960.00	649,779.00	301,051.98	53.67%	
520	Property Owners Association	-	33,847.00	45,654.00	48,470.00	48,427.00	14,580.00	69.89%	
	Total Revenues	572,591.12	10,506,098.02	17,656,624.00	18,530,709.00	17,742,977.00	7,236,878.98	59.21%	
5000..9999	Expenditures								
000..115	General Fund	645,831.64	4,428,720.97	4,914,195.00	5,360,895.00	5,246,944.00	818,223.03	84.41%	
200	Bond & Interest Fund	744,460.00	1,096,628.75	1,065,240.00	1,162,082.00	1,099,085.00	2,456.25	99.78%	
250	Special Highway Fund	4,830.83	101,634.13	146,080.00	159,349.00	136,164.00	34,529.87	74.64%	
270	Special Street Fund 27 - A	41,974.80	474,734.67	808,203.00	881,680.00	1,051,313.00	576,578.33	45.16%	
290	Special Street Fund 27 - C	-	102,247.09	107,437.00	117,200.00	138,800.00	36,552.91	73.67%	
300	Special Infrastructure 27 - D	6,260.19	166,215.79	316,250.00	345,000.00	390,000.00	223,784.21	42.62%	
360	Equipment & Bldg Reserve Fund	6,037.66	136,614.45	280,357.00	305,860.00	281,931.00	145,316.55	48.46%	
370	TIF 1A/B - Bella Roe / Walmart	-	1,184,112.93	350,592.00	382,456.00	1,234,196.00	50,083.07	95.94%	
400	TDD#1 - Price Chopper	1,033.33	145,763.30	247,819.00	270,346.00	270,000.00	124,236.70	53.99%	
410	TDD#2 - Lowes	166.67	64,584.54	120,549.00	131,501.00	136,000.00	71,415.46	47.49%	
420	CID #1 - RP Shopping Center	-	86.00	1,797,037.00	1,960,403.00	-	(86.00)	N/A	
450	TIF 2A/D - McDonalds / City Hall	192,313.41	477,986.00	160,886.00	175,510.00	643,510.00	165,524.00	74.28%	
480	TIF 2C - Valley State Bank	-	55,681.33	43,758.00	47,740.00	69,374.00	13,692.67	80.26%	
510	TIF 3C - Old Pool Area	5,770.00	212,436.77	601,645.00	656,338.00	621,575.00	409,138.23	34.18%	
520	Property Owners Association	-	31,907.50	29,216.00	31,875.00	31,875.00	(32.50)	100.10%	
	Total Expenditures	1,648,678.53	8,679,354.22	10,989,264.00	11,988,235.00	11,350,767.00	2,671,412.78	76.46%	
	Change in Fund Balance	\$ (1,076,087.41)	\$ 1,826,743.80	\$ 6,667,360.00	\$ 6,542,474.00	\$ 6,392,210.00	\$ 4,565,466.20		



City of Roeland Park
Statement of Activities - General Operating Fund
For the Period Ended 11/30/2017

I-GF

						2017 Approved	Projected vs. YTD	%
		Current Month	Year-to-Date	Budget to Date	Budget	2017 Projected	Actual	Remaining
Revenues								
4010	Cash Carryforward	\$ -	\$ -	\$ 2,696,653.00	\$ 2,696,653.00	\$ 2,696,653.00	\$ 2,696,653.00	0.00%
Taxes								
4050	Ad Valorem Tax	-	1,620,621.85	1,835,889.00	2,002,790.00	1,643,653.00	23,031.15	98.60%
4070	Personal Property Tax-delinquent	-	516.63	363.00	391.00	200.00	(316.63)	258.32%
4080	Real Property Tax - Delinquent	-	19,725.17	12,848.00	14,020.00	6,750.00	(12,975.17)	292.22%
	Total Taxes	-	1,640,863.65	1,849,100.00	2,017,201.00	1,650,603.00	9,739.35	99.41%
Franchise Taxes								
4310	Franchise Tax - Electric	28,002.66	245,680.04	258,940.00	282,477.00	296,000.00	50,319.96	83.00%
4320	Franchise Tax - Gas	8,517.93	101,791.17	103,312.00	112,709.00	109,000.00	7,208.83	93.39%
4330	Franchise Tax - Telephone	568.40	6,903.60	8,250.00	9,000.00	8,200.00	1,296.40	84.19%
4340	Franchise Tax - Telecable	12,531.95	63,190.16	58,663.00	64,000.00	64,000.00	809.84	98.73%
4350	Franchise Tax - DSL	(5,589.22)	19,407.13	21,087.00	23,000.00	21,135.00	1,727.87	91.82%
	Total Franchise Taxes	44,031.72	436,972.10	450,252.00	491,186.00	498,335.00	61,362.90	87.69%
Special Assessments								
4610	Special Assessments	-	2,590.42	3,124.00	3,403.00	3,500.00	909.58	74.01%
	Total Special Assessments	-	2,590.42	3,124.00	3,403.00	3,500.00	909.58	74.01%
Intergovernmental Revenue								
4020	Recreational Vehicle Tax	-	708.58	627.00	680.00	600.00	(108.58)	118.10%
4021	Commercial Vehicle Tax	-	-	770.00	835.00	-	-	N/A
4040	Heavy Trucks Tax	-	1,035.81	154.00	173.00	600.00	(435.81)	172.64%
4060	Motor Vehicle Tax	-	209,893.35	188,661.00	205,817.00	210,000.00	106.65	99.95%
4110	City/county Sales & Use Tax	55,874.46	585,504.18	579,711.00	632,415.00	630,000.00	44,495.82	92.94%
4115	Sales Tax 27B (280 Fund)	51,448.74	550,415.73	509,619.00	555,951.00	580,000.00	29,584.27	94.90%
4120	County Jail Tax	13,968.66	146,376.45	142,054.00	154,965.00	155,000.00	8,623.55	94.44%
4130	Safety Sales Tax	13,968.66	146,376.45	142,087.00	155,004.00	155,000.00	8,623.55	94.44%
	Total Intergovernmental Revenue	135,260.52	1,640,310.55	1,563,683.00	1,705,840.00	1,731,200.00	90,889.45	94.75%
Licenses and Permits								
4210	Street Cutting Permit	1,435.00	12,715.00	4,499.00	4,910.00	7,500.00	(5,215.00)	169.53%
4215	Building Permit	3,211.00	59,432.00	45,837.00	50,000.00	60,000.00	568.00	99.05%
4220	Electrical Permit	200.00	2,670.00	3,179.00	3,470.00	3,000.00	330.00	89.00%
4225	Mechanical Permit	770.00	6,048.00	7,084.00	7,728.00	7,400.00	1,352.00	81.73%
4230	Plumbing Permit	40.00	1,275.00	1,331.00	1,450.00	1,700.00	425.00	75.00%
4235	Garage Sale Permit	-	305.00	462.00	500.00	500.00	195.00	61.00%
4240	Sign Permit	-	770.00	231.00	250.00	600.00	(170.00)	128.33%
4245	Cereal Malt Beverage License	150.00	325.00	550.00	600.00	300.00	(25.00)	108.33%
4250	Animal Licenses	340.00	6,896.00	8,173.00	8,913.00	8,000.00	1,104.00	86.20%
4255	Home Occupational Licenses	280.00	560.00	1,551.00	1,693.00	1,500.00	940.00	37.33%
4260	Rental Licenses	1,446.51	33,364.05	31,713.00	34,595.00	35,000.00	1,635.95	95.33%
4265	Business Occupational Licenses	11,847.27	26,775.27	46,750.00	50,999.00	51,000.00	24,224.73	52.50%
	Total Licenses and Permits	19,719.78	151,135.32	151,360.00	165,108.00	176,500.00	25,364.68	85.63%
Fines and Forfeitures								
4410	Fine	29,809.80	275,623.11	257,675.00	281,099.00	333,000.00	57,376.89	82.77%
4415	Court Costs	1,175.00	24,201.84	16,038.00	17,500.00	17,500.00	(6,701.84)	138.30%
4420	State Fees	2,111.00	20,259.50	38,500.00	42,000.00	27,000.00	6,740.50	75.04%
	Total Fines and Forfeitures	33,095.80	320,084.45	312,213.00	340,599.00	377,500.00	57,415.55	84.79%
Other Sources								
4393	Bullet Proof Vest Grant	-	1,224.43	-	-	14,000.00	12,775.57	8.75%
4530	Reimbursed Expense	-	3,277.19	12,837.00	14,000.00	14,000.00	10,722.81	23.41%
4710	Apt Tower Lease Payment	8,726.14	23,630.72	17,820.00	19,441.00	22,357.00	(1,273.72)	105.70%
4713	Voicestream Wireless Payment	8,726.14	23,630.70	17,820.00	19,441.00	22,357.00	(1,273.70)	105.70%
4716	Clearwire Tower Lease Paymt	8,726.16	23,630.78	17,820.00	19,441.00	22,357.00	(1,273.78)	105.70%
4720	Plans & Spec's	-	5,220.70	1,353.00	1,474.00	6,500.00	1,279.30	80.32%



City of Roeland Park
Statement of Activities - General Operating Fund
For the Period Ended 11/30/2017

I-GF

					2017 Approved		Projected vs. YTD	%
		Current Month	Year-to-Date	Budget to Date	Budget	2017 Projected	Actual	Remaining
4725	Police Reports	365.00	4,949.00	5,027.00	5,488.00	5,500.00	551.00	89.98%
4755	3rd Floor Lease Revenues	3,466.75	37,958.69	34,496.00	37,632.00	41,425.00	3,466.31	91.63%
4768	Service Line Agreement	-	2,627.41	2,387.00	2,607.00	2,400.00	(227.41)	109.48%
4770	Solid Waste Agreement	67.50	506,451.15	464,376.00	506,588.00	506,588.00	136.85	99.97%
4775	RPPOA Contract	-	31,875.00	29,216.00	31,875.00	31,875.00	-	100.00%
4785	Administrative Fee Reimbsmnt	-	-	462.00	505.00	-	-	N/A
4787	RP Community Foundation Donations	-	543.00	-	-	5,000.00	4,457.00	10.86%
4795	Miscellaneous	100.00	5,186.09	9,163.00	10,000.00	12,700.00	7,513.91	40.84%
Total Other Sources		30,177.69	670,204.86	612,777.00	668,492.00	707,059.00	36,854.14	94.79%
Other								
4510..4511	Interest on Investment	14,695.15	39,124.19	30,602.00	33,385.00	24,910.00	(14,214.19)	157.06%
Total Other		14,695.15	39,124.19	30,602.00	33,385.00	24,910.00	(14,214.19)	157.06%
Transfer-In								
4850	Transfer from 27D Fund	-	-	-	-	-	-	N/A
4855	Transfer from CID#1	-	-	-	-	-	-	N/A
Total Transfer-In		-	-	-	-	-	-	N/A
Total Revenues		276,980.66	4,901,285.54	7,669,764.00	8,121,867.00	7,866,260.00	2,964,974.46	62.31%

Expenditures

General Overhead								
5201	Electric	3,189.07	20,992.97	20,339.00	22,191.00	25,913.00	4,920.03	81.01%
5202	Telephone	48.39	2,480.03	6,501.00	7,086.00	2,300.00	(180.03)	107.83%
5203	Printing & Advertising	1,085.15	1,476.14	1,650.00	1,800.00	1,800.00	323.86	82.01%
5204	Legal Printing	23.04	580.80	2,937.00	3,200.00	2,000.00	1,419.20	29.04%
5205	Postage & Mailing Permits	894.99	4,160.73	7,337.00	8,000.00	6,000.00	1,839.27	69.35%
5206	Travel Expense & Training	-	65.00	-	-	-	(65.00)	N/A
5208	Newsletter	529.00	7,045.16	6,413.00	7,000.00	14,200.00	7,154.84	49.61%
5209	Professional Services	4,714.74	23,355.24	18,337.00	20,000.00	22,600.00	(755.24)	103.34%
5210	Maintenance & Repair Building	(6.15)	8,655.82	5,500.00	6,000.00	10,000.00	1,344.18	86.56%
5211	Maintenance & Repair Equipment	-	809.00	2,750.00	3,000.00	1,000.00	191.00	80.90%
5212	Utility Asst	-	15,000.00	13,750.00	15,000.00	15,000.00	-	100.00%
5213	Audit Fees	-	38,475.00	34,848.00	38,020.00	38,325.00	(150.00)	100.39%
5214	Other Contracted Services	3,477.50	36,209.59	51,227.00	55,887.00	66,000.00	29,790.41	54.86%
5215	City Attorney	9,303.10	73,074.33	68,750.00	75,000.00	93,000.00	19,925.67	78.57%
5216	Special Prosecutor Fees	-	-	2,288.00	2,500.00	-	-	N/A
5218	IT & Communication	-	11,049.28	17,446.00	19,030.00	25,000.00	13,950.72	44.20%
5219	Meeting Expense	-	538.73	-	-	1,000.00	461.27	53.87%
5220	Street Light Repair & Maintenance	3,884.14	33,084.64	60,687.00	66,200.00	38,000.00	4,915.36	87.06%
5222	Traffic Signal Expense	15,358.76	152,835.39	152,163.00	166,000.00	170,000.00	17,164.61	89.90%
5230	Art Commissioner	100.00	1,100.00	1,100.00	1,200.00	1,200.00	100.00	91.67%
5232	United Community Services	-	3,930.00	3,608.00	3,930.00	3,930.00	-	100.00%
5233	JoCo Home Repair - Minor	-	-	4,125.00	4,500.00	4,500.00	4,500.00	0.00%
5234	JoCo Home Repair - Major	-	-	7,337.00	8,000.00	8,000.00	8,000.00	0.00%
5237	Community Events	120.00	1,111.59	3,663.00	4,000.00	2,000.00	888.41	55.58%
5248	Strategic Planning	-	5,240.00	1,375.00	1,500.00	1,500.00	(3,740.00)	349.33%
5250	Insurance & Surety Bonds	-	40,832.32	37,950.00	41,402.00	42,402.00	1,569.68	96.30%
5252	Elections - City	8,806.08	8,806.08	16,500.00	18,000.00	10,000.00	1,193.92	88.06%
5253	Public Relations	400.00	2,085.84	3,212.00	3,500.00	3,500.00	1,414.16	59.60%
5254	Miscellaneous Charges	-	-	7,337.00	8,000.00	1,000.00	1,000.00	0.00%
5256	Committee Funds	43.00	2,323.96	3,663.00	4,000.00	4,000.00	1,676.04	58.10%
5257	Property Tax Payments	-	-	7,150.00	7,800.00	7,800.00	7,800.00	0.00%
5258	RPPOA Common Area Expenses	-	33,847.00	31,031.00	33,847.00	33,847.00	-	100.00%
5265	Computer System R&M	-	219.98	4,587.00	5,000.00	5,000.00	4,780.02	4.40%
5266	Computer Software	-	18,099.00	17,853.00	19,480.00	22,500.00	4,401.00	80.44%
5267	Employee Related Expenses	-	2,164.84	-	-	7,000.00	4,835.16	30.93%
5283	RP Community Foundation Grant Expense	363.00	443.00	-	-	1,000.00	557.00	44.30%



City of Roeland Park
Statement of Activities - General Operating Fund
For the Period Ended 11/30/2017

I-GF

		2017 Approved				Projected vs. YTD		%
		Current Month	Year-to-Date	Budget to Date	Budget	2017 Projected	Actual	Remaining
5285	Pool Operations	-	160.00	187,913.00	205,000.00	210,000.00	209,840.00	0.08%
5287	Water	278.24	1,010.84	1,100.00	1,200.00	1,465.00	454.16	69.00%
5288	Waste Water	187.16	937.79	913.00	1,000.00	1,629.00	691.21	57.57%
5289	Natural Gas	196.88	2,095.33	1,562.00	1,700.00	2,626.00	530.67	79.79%
5292	Fireworks	-	2,210.00	2,288.00	2,500.00	2,000.00	(210.00)	110.50%
5249	Branding Implementation	-	-	-	-	-	-	N/A
5301	Office Supplies	354.99	5,559.31	12,562.00	13,700.00	9,000.00	3,440.69	61.77%
5304	Janitorial Supplies	65.34	1,431.95	2,860.00	3,121.00	3,000.00	1,568.05	47.73%
5305	Dues, Subscriptions, & Books	15.67	15,665.38	12,012.00	13,100.00	16,500.00	834.62	94.94%
5306	Materials	-	1,991.40	-	-	-	(1,991.40)	N/A
5307	Other Commodities	-	560.95	-	-	-	(560.95)	N/A
5311	Pool Equipment	-	-	25,267.00	27,563.00	-	-	N/A
5600	Lease/purchase-pool	198,000.00	198,000.00	181,500.00	198,000.00	198,000.00	-	100.00%
5605	Lease/purchase Pool Interest	6,930.00	13,860.00	12,705.00	13,860.00	13,860.00	-	100.00%
5751	TIF Fund Expenditure	-	-	328,163.00	358,000.00	-	-	N/A
5818	Transfer To Bond & Intfund	-	-	107,228.00	116,970.00	-	-	N/A
5821	Transfer to TIF 2A/D	4,416.67	48,583.33	-	-	53,000.00	4,416.67	91.67%
5822	Transfer to TIF 3C	-	105,416.66	-	-	126,500.00	21,083.34	83.33%
5823	Transfer to 27D	18,750.00	206,250.00	-	-	225,000.00	18,750.00	91.67%
5825	Transfer to Equip Reserve Fund	11,913.33	131,046.67	56,793.00	61,960.00	142,960.00	11,913.33	91.67%
5827	Transfer to Sales Tax Loss Reserve	-	-	-	-	-	-	N/A
Total General Overhead		293,442.09	1,284,871.07	1,556,280.00	1,697,747.00	1,696,857.00	411,985.93	75.72%
Police								
5101	Salaries - Regular	92,834.20	745,964.87	760,837.00	830,000.00	830,000.00	84,035.13	89.88%
5102	Salaries-Overtime	7,838.89	29,754.33	44,968.00	49,058.00	49,058.00	19,303.67	60.65%
5104	Salaries - Part-time	1,671.18	15,557.43	17,600.00	19,200.00	19,200.00	3,642.57	81.03%
5202	Telephone	550.80	5,353.64	7,337.00	8,000.00	8,000.00	2,646.36	66.92%
5203	Printing & Advertising	-	-	1,375.00	1,500.00	500.00	500.00	0.00%
5205	Postage & Mailing Permits	-	55.93	913.00	1,000.00	1,000.00	944.07	5.59%
5206	Travel Expense & Training	110.00	3,366.72	7,337.00	8,000.00	7,000.00	3,633.28	48.10%
5207	Medical Expense & Drug Testing	-	1,149.54	913.00	1,000.00	1,000.00	(149.54)	114.95%
5210	Maintenace & Repair Building	-	140.00	88.00	100.00	100.00	(40.00)	140.00%
5211	Maintenace & Repair Equipment	-	2,015.04	7,337.00	8,000.00	5,000.00	2,984.96	40.30%
5214	Other Contracted Services	447.24	13,071.83	18,337.00	20,000.00	16,000.00	2,928.17	81.70%
5219	Meeting Expense	-	24.82	-	-	-	(24.82)	N/A
5224	Laundry Service	224.40	1,952.20	2,750.00	3,000.00	3,000.00	1,047.80	65.07%
5236	Community Policing	-	237.89	462.00	500.00	500.00	262.11	47.58%
5238	Animal Control	-	55,776.59	52,877.00	57,680.00	55,777.00	0.41	100.00%
5250	Insurance & Surety Bonds	-	75.00	-	-	50.00	(25.00)	150.00%
5254	Miscellaneous Charges	-	174.47	913.00	1,000.00	1,000.00	825.53	17.45%
5260	Vehicle Maintenance	337.95	6,008.89	13,750.00	15,000.00	15,000.00	8,991.11	40.06%
5301	Office Supplies	-	95.89	-	-	-	(95.89)	N/A
5302	Motor Fuels & Lubricants	-	14,833.34	32,087.00	35,000.00	20,000.00	5,166.66	74.17%
5305	Dues, Subscriptions, & Books	-	630.00	924.00	1,010.00	1,010.00	380.00	62.38%
5306	Materials	-	453.15	1,837.00	2,000.00	2,000.00	1,546.85	22.66%
5307	Other Commodities	150.50	2,691.08	3,663.00	4,000.00	4,000.00	1,308.92	67.28%
5308	Clothing & Uniforms	28.29	6,044.94	4,587.00	5,000.00	5,000.00	(1,044.94)	120.90%
5309	Amunition	100.00	1,906.02	2,475.00	2,700.00	2,700.00	793.98	70.59%
5310	Training Supplies	-	462.00	462.00	500.00	500.00	38.00	92.40%
5825	Transfer to Equip Reserve Fund	291.67	3,208.33	913.00	1,000.00	3,500.00	291.67	91.67%
Total Police		104,585.12	911,003.94	984,742.00	1,074,248.00	1,050,895.00	139,891.06	86.69%
Court								
5101	Salaries - Regular	4,896.00	39,168.00	39,578.00	43,170.00	43,170.00	4,002.00	90.73%
5102	Salaries-Overtime	130.05	739.73	913.00	1,000.00	1,000.00	260.27	73.97%
5108	Salaries - Judge	1,183.33	12,454.63	13,013.00	14,200.00	14,200.00	1,745.37	87.71%
5109	Salaries - Prosecutor	977.50	10,217.00	10,758.00	11,730.00	11,730.00	1,513.00	87.10%
5202	Telephone	-	-	165.00	180.00	180.00	180.00	0.00%



City of Roeland Park
Statement of Activities - General Operating Fund
For the Period Ended 11/30/2017

I-GF

					2017 Approved	Projected vs. YTD		%
		Current Month	Year-to-Date	Budget to Date	Budget	2017 Projected	Actual	Remaining
5203	Printing & Advertising	-	180.00	363.00	400.00	400.00	220.00	45.00%
5206	Travel Expense & Training	-	28.89	187.00	200.00	200.00	171.11	14.45%
5209	Professional Services	2,666.00	7,068.95	6,413.00	7,000.00	7,000.00	(68.95)	100.99%
5211	Maintenace & Repair Equipment	-	-	187.00	200.00	200.00	200.00	0.00%
5227	Prisoner Care	-	2,765.00	7,337.00	8,000.00	6,000.00	3,235.00	46.08%
5228	Fees Due State of Kansas	1,536.50	19,102.00	38,500.00	42,000.00	27,000.00	7,898.00	70.75%
5250	Insurance & Surety Bonds	-	50.00	-	-	25.00	(25.00)	200.00%
5254	Miscellaneous Charges	-	-	187.00	200.00	200.00	200.00	0.00%
5266	Computer Software	-	400.00	4,037.00	4,400.00	5,400.00	5,000.00	7.41%
5305	Dues, Subscriptions, & Books	-	115.00	231.00	250.00	250.00	135.00	46.00%
5308	Clothing & Uniforms	-	-	187.00	200.00	200.00	200.00	0.00%
Total Court		<u>11,389.38</u>	<u>92,289.20</u>	<u>122,056.00</u>	<u>133,130.00</u>	<u>117,155.00</u>	<u>24,865.80</u>	<u>78.78%</u>
Neighborhood Services								
5101	Salaries - Regular	11,716.35	96,113.29	99,561.00	108,611.00	108,611.00	12,497.71	88.49%
5102	Salaries-Overtime	-	-	462.00	500.00	-	-	N/A
5202	Telephone	128.68	1,109.73	880.00	960.00	1,320.00	210.27	84.07%
5203	Printing & Advertising	-	25.00	913.00	1,000.00	1,000.00	975.00	2.50%
5206	Travel Expense & Training	-	482.19	2,805.00	3,060.00	1,000.00	517.81	48.22%
5207	Medical Expense & Drug Testing	-	58.00	-	-	1,000.00	942.00	5.80%
5214	Other Contracted Services	6,181.42	9,262.92	5,038.00	5,500.00	5,500.00	(3,762.92)	168.42%
5219	Meeting Expense	-	112.86	-	-	200.00	87.14	56.43%
5260	Vehicle Maintenance	184.95	1,048.85	913.00	1,000.00	1,300.00	251.15	80.68%
5302	Motor Fuels & Lubricants	23.02	489.70	1,837.00	2,000.00	1,650.00	1,160.30	29.68%
5305	Dues, Subscriptions, & Books	-	-	462.00	500.00	500.00	500.00	0.00%
5307	Other Commodities	275.00	275.00	-	-	-	(275.00)	N/A
5308	Clothing & Uniforms	-	0.22	-	-	300.00	299.78	0.07%
5403	Office Equipment	-	1,427.99	913.00	1,000.00	1,500.00	72.01	95.20%
Total Neighborhood Services		<u>18,509.42</u>	<u>110,405.75</u>	<u>113,784.00</u>	<u>124,131.00</u>	<u>123,881.00</u>	<u>13,475.25</u>	<u>89.12%</u>
Administration								
5101	Salaries - Regular	27,141.92	216,729.60	211,211.00	230,411.00	230,411.00	13,681.40	94.06%
5104	Salaries - Part-time	3,772.25	30,515.33	31,031.00	33,850.00	33,850.00	3,334.67	90.15%
5107	Salaries - Intern	-	5,831.00	5,324.00	5,805.00	5,805.00	(26.00)	100.45%
5202	Telephone	160.00	1,760.00	1,298.00	1,410.00	1,920.00	160.00	91.67%
5205	Postage & Mailing Permits	-	-	-	-	-	-	N/A
5206	Travel Expense & Training	53.02	4,488.21	7,788.00	8,500.00	6,850.00	2,361.79	65.52%
5207	Medical Expense & Drug Testing	-	-	44.00	50.00	-	-	N/A
5214	Other Contracted Services	22.50	1,665.86	9,625.00	10,500.00	3,000.00	1,334.14	55.53%
5226	Car Allowance	450.00	4,950.00	4,950.00	5,400.00	5,400.00	450.00	91.67%
5250	Insurance & Surety Bonds	-	25.00	66.00	75.00	75.00	50.00	33.33%
5254	Miscellaneous Charges	-	-	-	-	400.00	400.00	0.00%
5265	Computer System R&M	-	-	1,375.00	1,500.00	-	-	N/A
5266	Computer Software	-	-	2,750.00	3,000.00	-	-	N/A
5302	Motor Fuels & Lubricants	-	-	418.00	454.00	500.00	500.00	0.00%
5305	Dues, Subscriptions, & Books	-	2,167.40	1,243.00	1,350.00	250.00	(1,917.40)	866.96%
5308	Clothing & Uniforms	-	-	231.00	250.00	2,080.00	2,080.00	0.00%
5403	Office Equipment	-	-	1,375.00	1,500.00	1,500.00	1,500.00	0.00%
Total Administration		<u>31,599.69</u>	<u>268,132.40</u>	<u>278,729.00</u>	<u>304,055.00</u>	<u>292,041.00</u>	<u>23,908.60</u>	<u>91.81%</u>
Public Works								
5101	Salaries - Regular	34,556.97	265,652.65	251,031.00	273,856.00	273,856.00	8,203.35	97.00%
5102	Salaries-Overtime	2,984.48	7,504.41	7,788.00	8,500.00	8,500.00	995.59	88.29%
5201	Electric	2,797.06	23,713.25	19,635.00	21,420.00	21,420.00	(2,293.25)	110.71%
5202	Telephone	145.01	2,152.48	2,288.00	2,500.00	2,000.00	(152.48)	107.62%
5203	Printing & Advertising	-	74.00	-	-	-	(74.00)	N/A
5206	Travel Expense & Training	1,042.07	7,366.79	5,588.00	6,100.00	6,100.00	(1,266.79)	120.77%
5207	Medical Expense & Drug Testing	-	148.37	737.00	800.00	800.00	651.63	18.55%
5210	Maintenace & Repair Building	114.37	1,096.69	9,163.00	10,000.00	5,000.00	3,903.31	21.93%



City of Roeland Park
Statement of Activities - General Operating Fund
For the Period Ended 11/30/2017

I-GF

					2017 Approved		Projected vs. YTD	%
		Current Month	Year-to-Date	Budget to Date	Budget	2017 Projected	Actual	Remaining
5211	Maintenance & Repair Equipment	933.53	13,613.43	22,913.00	25,000.00	18,000.00	4,386.57	75.63%
5214	Other Contracted Services	3,956.00	32,356.29	28,556.00	31,150.00	31,150.00	(1,206.29)	103.87%
5219	Meeting Expense	-	90.00	-	-	100.00	10.00	90.00%
5221	Maintenance Streets-contract	2,765.00	209,490.90	192,500.00	210,000.00	210,000.00	509.10	99.76%
5259	Traffic Control Signs	-	6,844.96	6,875.00	7,500.00	7,500.00	655.04	91.27%
5260	Vehicle Maintenance	1,175.45	4,306.55	14,443.00	15,759.00	9,000.00	4,693.45	47.85%
5262	Grounds Maintenance	207.00	8,202.70	21,087.00	23,000.00	23,000.00	14,797.30	35.66%
5263	Tree Maintenance	525.00	33,597.44	13,750.00	15,000.00	15,000.00	(18,597.44)	223.98%
5266	Computer Software	-	400.00	3,025.00	3,300.00	3,300.00	2,900.00	12.12%
5287	Water	1,658.23	4,503.01	5,555.00	6,060.00	6,060.00	1,556.99	74.31%
5288	Waste Water	170.84	1,389.28	2,750.00	3,000.00	3,000.00	1,610.72	46.31%
5289	Natural Gas	301.94	4,226.43	2,838.00	3,100.00	5,632.00	1,405.57	75.04%
5302	Motor Fuels & Lubricants	711.79	11,166.65	25,179.00	27,469.00	10,000.00	(1,166.65)	111.67%
5304	Janitorial Supplies	-	504.36	1,925.00	2,101.00	1,000.00	495.64	50.44%
5305	Dues, Subscriptions, & Books	36.75	265.85	418.00	450.00	450.00	184.15	59.08%
5306	Materials	14.85	4,670.32	3,663.00	4,000.00	4,000.00	(670.32)	116.76%
5308	Clothing & Uniforms	536.75	2,581.19	3,663.00	4,000.00	4,000.00	1,418.81	64.53%
5318	Tools	385.39	3,713.96	3,663.00	4,000.00	2,500.00	(1,213.96)	148.56%
5403	Office Equipment	-	134.89	1,375.00	1,500.00	1,500.00	1,365.11	8.99%
5425	Other Capital Outlay	-	134.82	2,750.00	3,000.00	3,000.00	2,865.18	4.49%
5825	Transfer to Equip Reserve Fund	1,041.66	11,458.32	11,462.00	12,500.00	12,500.00	1,041.68	91.67%
Total Public Works		<u>56,060.14</u>	<u>661,359.99</u>	<u>664,620.00</u>	<u>725,065.00</u>	<u>688,368.00</u>	<u>27,008.01</u>	<u>96.08%</u>
Employee Benefits								
5122	Fica City Contribution	14,661.57	118,983.68	127,468.00	139,050.00	131,172.00	12,188.32	90.71%
5123	KPERS City Contribution	5,574.93	61,003.07	67,375.00	73,500.00	73,500.00	12,496.93	83.00%
5124	Ks Unemployment Insurance	-	629.20	2,750.00	3,000.00	1,600.00	970.80	39.33%
5125	Worker's Compensation	-	46,910.00	45,837.00	50,000.00	46,910.00	-	100.00%
5126	Health Insurance	54,793.04	265,381.30	307,142.00	335,060.00	300,000.00	34,618.70	88.46%
5127	Health Savings Account	2,937.50	31,493.75	19,987.00	21,800.00	35,000.00	3,506.25	89.98%
5128	401A City Contribution	597.27	4,785.66	-	-	5,400.00	614.34	88.62%
5130	City Paid Life/ST Disability	842.65	8,934.81	9,075.00	9,900.00	9,900.00	965.19	90.25%
5131	KP&F City Contribution	11,606.23	133,892.22	137,500.00	150,000.00	154,000.00	20,107.78	86.94%
5132	403A City Contribution	-	-	4,532.00	4,944.00	-	-	N/A
5133	Wellness Incentive	-	(375.00)	-	-	2,000.00	2,375.00	-18.75%
Total Employee Benefits		<u>91,013.19</u>	<u>671,638.69</u>	<u>721,666.00</u>	<u>787,254.00</u>	<u>759,482.00</u>	<u>87,843.31</u>	<u>88.43%</u>
City Council								
5103	Salaries - Elected Officials	3,910.00	43,070.00	43,010.00	46,920.00	46,920.00	3,850.00	91.79%
5206	Travel Expense & Training	827.84	4,749.42	7,062.00	7,700.00	7,700.00	2,950.58	61.68%
5251	Mayor Expenses	-	490.84	913.00	1,000.00	990.00	499.16	49.58%
5276	Conference & Seminars	-	-	-	-	-	-	N/A
5305	Dues, Subscriptions, & Books	-	409.19	363.00	400.00	410.00	0.81	99.80%
Total City Council		<u>4,737.84</u>	<u>48,719.45</u>	<u>51,348.00</u>	<u>56,020.00</u>	<u>56,020.00</u>	<u>7,300.55</u>	<u>86.97%</u>
Solid Waste								
5101	Salaries - Regular	-	-	9,416.00	10,270.00	10,270.00	10,270.00	0.00%
5211	Maintenance & Repair Equipment	-	-	3,663.00	4,000.00	4,000.00	4,000.00	0.00%
5235	Leaf Program Disposal Fees	-	-	12,518.00	13,658.00	13,658.00	13,658.00	0.00%
5272	Solid Waste Contract	34,494.77	380,300.48	390,698.00	426,217.00	426,217.00	45,916.52	89.23%
5302	Motor Fuels & Lubricants	-	-	4,675.00	5,100.00	5,100.00	5,100.00	0.00%
Total Solid Waste		<u>34,494.77</u>	<u>380,300.48</u>	<u>420,970.00</u>	<u>459,245.00</u>	<u>459,245.00</u>	<u>78,944.52</u>	<u>82.81%</u>
Total Expenditures		<u>645,831.64</u>	<u>4,428,720.97</u>	<u>4,914,195.00</u>	<u>5,360,895.00</u>	<u>5,243,944.00</u>	<u>815,223.03</u>	<u>84.45%</u>
Change in Fund Balance		<u>(368,850.98)</u>	<u>472,564.57</u>	<u>2,755,569.00</u>	<u>2,760,972.00</u>	<u>2,622,316.00</u>	<u>2,149,751.43</u>	
2910..2970	Fund Balance, Beginning		<u>2,854,154.78</u>					
	Fund Balance, Ending		<u>\$ 3,326,719.35</u>					



City of Roeland Park
Statement of Activities - General Fund
Restricted for Special Law Enforcement Fund
For the Period Ended 11/30/2017

				2017 Approved		Projected vs. YTD		
		Current Month	Year-to-Date	Budget to Date	Budget	2017 Projected	Actual	% Remaining
Revenues								
4010	Cash Carryforward	\$ -	\$ -	\$ -	\$ -	\$ 7,913.00	\$ 7,913.00	0.00%
4432	Spec. Law Enforcement Revenues	<u>1,000.00</u>	<u>1,000.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(1,000.00)</u>	N/A
	Total Revenues	<u>1,000.00</u>	<u>1,000.00</u>	<u>-</u>	<u>-</u>	<u>7,913.00</u>	<u>6,913.00</u>	12.64%
Expenditures								
5317	Spec. Law Enforcement Expenses	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>3,000.00</u>	<u>3,000.00</u>	0.00%
	Total Expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>3,000.00</u>	<u>3,000.00</u>	0.00%
	Change in Fund Balance	<u>\$ 1,000.00</u>	\$ 1,000.00	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 4,913.00</u>	<u>\$ 3,913.00</u>	
2910..2970	Fund Balance, Beginning		<u>7,912.83</u>					
	Fund Balance, Ending		<u>\$ 8,912.83</u>					



City of Roeland Park
Statement of Activities - Bond & Interest Fund
For the Period Ended 11/30/2017

				2017 Approved		Projected vs. YTD		%
	Current Month	Year to Date	Budget to Date	Budget	2017 Projected	Actual	Remaining	
Revenues								
4010	Cash Carryforward	\$ -	\$ -	\$ 354,710.00	\$ 354,710.00	\$ 363,620.00	\$ 363,620.00	0.00%
4020	Recreational Vehicle Tax	-	123.88	110.00	119.00	119.00	(4.88)	104.10%
4021	Commercial Vehicle Tax	-	-	132.00	146.00	-	-	N/A
4040	Heavy Trucks Tax	-	181.04	132.00	142.00	142.00	(39.04)	127.49%
4050	Ad Valorem Tax	-	283,217.41	320,892.00	350,058.00	287,296.00	4,078.59	98.58%
4060	Motor Vehicle Tax	-	36,685.94	32,978.00	35,973.00	35,973.00	(712.94)	101.98%
4070	Personal Property Tax-delinquen	-	87.84	77.00	81.00	50.00	(37.84)	175.68%
4080	Real Property Tax - Delinquent	-	3,522.09	1,177.00	1,285.00	2,000.00	(1,522.09)	176.10%
4510..4511	Interest on Investment	3,859.87	6,730.30	5,005.00	5,455.00	4,465.00	(2,265.30)	150.73%
4620	Special Assmnt Tax - Delinquent	-	-	330.00	364.00	364.00	364.00	0.00%
4630	Storm Drainage RC12-013	-	59,494.22	57,519.00	62,750.00	62,750.00	3,255.78	94.81%
4640	Storm Drainage RC12-012	-	92,573.39	83,611.00	91,206.00	91,206.00	(1,367.39)	101.50%
4650	Storm Drainage RC12-014	-	105,221.38	97,669.00	106,551.00	106,551.00	1,329.62	98.75%
4830	Transfer from 27A Fund	34,666.67	381,333.33	381,337.00	416,000.00	416,000.00	34,666.67	91.67%
4840	Transfer from General Fund	-	-	107,228.00	116,970.00	-	-	N/A
	Total Revenues	38,526.54	969,170.82	1,442,907.00	1,541,810.00	1,370,536.00	401,365.18	70.71%
5209	Professional Services	-	3,050.00	5,038.00	5,500.00	5,500.00	2,450.00	55.45%
5608	Principal Bonds - 2010-1	-	265,000.00	242,913.00	265,000.00	265,000.00	-	100.00%
5609	Interest Bonds - 2010-1	-	46,660.00	42,768.00	46,660.00	46,660.00	-	100.00%
5614	Bond Principal 2014-1	107,000.00	107,000.00	98,087.00	107,000.00	107,000.00	-	100.00%
5615	Bond Interest 2014-1	4,985.00	9,968.75	9,141.00	9,971.00	9,974.00	5.25	99.95%
5628	Principal Bonds - 2011-2	180,000.00	180,000.00	165,000.00	180,000.00	180,000.00	-	100.00%
5629	Interest Bonds - 2011-2	15,698.75	31,397.50	28,787.00	31,398.00	31,398.00	0.50	100.00%
5644	Principal Bonds - 2012-1	420,000.00	420,000.00	385,000.00	420,000.00	420,000.00	-	100.00%
5645	Interest Bonds - 2012-1	16,776.25	33,552.50	30,756.00	33,553.00	33,553.00	0.50	100.00%
5751	TIF Fund Expenditure	-	-	57,750.00	63,000.00	-	-	N/A
	Total Expenditures	744,460.00	1,096,628.75	1,065,240.00	1,162,082.00	1,099,085.00	2,456.25	99.78%
	Change in Fund Balance	\$ (705,933.46)	\$ (127,457.93)	\$ 377,667.00	\$ 379,728.00	\$ 271,451.00	\$ 398,908.93	
2910..2970	Fund Balance, Beginning		<u>363,620.37</u>					
	Fund Balance, Ending		<u>\$ 236,162.44</u>					



City of Roeland Park
Statement of Activities - Special Highway Fund
For the Period Ended 11/30/2017

					2017 Approved	Projected vs. YTD		%
		Current Month	Year to Date	Budget to Date	Budget	2017 Projected	Actual	Remaining
Revenues								
4010	Cash Carryforward	\$ -	\$ -	\$ 113,464.00	\$ (113,464.00)	\$ 127,444.00	\$ 127,444.00	0.00%
4140	Spec City/county Highway Fund	-	181,464.26	162,250.00	19,214.26	182,980.00	1,515.74	99.17%
4511	Interest on Invested Assets	<u>325.62</u>	<u>325.62</u>	<u>-</u>	<u>325.62</u>	<u>-</u>	<u>(325.62)</u>	N/A
	Total Revenues	<u>325.62</u>	<u>181,789.88</u>	<u>275,714.00</u>	<u>(93,924.12)</u>	<u>310,424.00</u>	<u>128,634.12</u>	58.56%
Expenditures								
5101	Salaries - Regular	-	48,495.00	53,350.00	(4,855.00)	58,194.00	9,699.00	83.33%
5211	Maintenace & Repair Equipment	-	-	-	-	-	-	N/A
5260	Vehicle Maintenance	-	-	-	-	-	-	N/A
5303	Sand and Salt	-	(0.03)	39,589.00	(39,589.03)	20,000.00	20,000.03	0.00%
5315	Machinery & Auto Equipment	-	-	-	-	-	-	N/A
5825	Transfer to Equip Reserve Fund	<u>4,830.83</u>	<u>53,139.16</u>	<u>53,141.00</u>	<u>(1.84)</u>	<u>57,970.00</u>	<u>4,830.84</u>	91.67%
	Total Expenditures	<u>4,830.83</u>	<u>101,634.13</u>	<u>146,080.00</u>	<u>(44,445.87)</u>	<u>136,164.00</u>	<u>34,529.87</u>	74.64%
	Change in Fund Balance	<u>\$ (4,505.21)</u>	\$ 80,155.75	<u>\$ 129,634.00</u>	<u>\$ (49,478.25)</u>	<u>\$ 174,260.00</u>	<u>\$ 94,104.25</u>	
2910..2970	Fund Balance, Beginning		<u>127,445.12</u>					
	Fund Balance, Ending		<u>\$ 207,600.87</u>					



City of Roeland Park
Statement of Activities - Special Street Fund 27A
For the Period Ended 11/30/2017

				2017 Approved		Projected vs. YTD		%
		Current Month	Year to Date	Budget to Date	Budget	2017 Projected	Actual	Remaining
Revenues								
4010	Cash Carryforward	\$ -	\$ -	\$ 604,579.00	\$ 604,579.00	\$ 409,743.00	\$ 409,743.00	0.00%
4110	City/county Sales & Use Tax	68,598.32	733,887.68	679,492.00	741,268.00	742,000.00	8,112.32	98.91%
4135	County Courthouse Sales Tax	13,946.91	80,152.59	-	-	117,413.00	37,260.41	68.27%
4150	CARS Funding	-	-	-	-	-	-	N/A
4520	Other Sources	-	-	-	-	-	-	N/A
4510..4511	Interest on Investment	1,672.69	2,295.46	5,005.00	5,455.00	1,410.00	(885.46)	162.80%
Total Revenues		84,217.92	816,335.73	1,289,076.00	1,351,302.00	1,270,566.00	454,230.27	64.25%
Expenditures								
5209	Professional Services	7,308.13	61,338.34	91,663.00	100,000.00	100,000.00	38,661.66	61.34%
5214	Other Contracted Services	-	-	-	-	-	-	N/A
5245	In-house Street Maintenance	-	-	-	-	-	-	N/A
5456	CARS Projects	-	32,063.00	335,203.00	365,680.00	535,313.00	503,250.00	5.99%
5750	Contingency	-	-	-	-	-	-	N/A
5818	Transfer To Bond & Intfund	34,666.67	381,333.33	381,337.00	416,000.00	416,000.00	34,666.67	91.67%
Total Expenditures		41,974.80	474,734.67	808,203.00	881,680.00	1,051,313.00	576,578.33	45.16%
Change in Fund Balance		\$ 42,243.12	\$ 341,601.06	\$ 480,873.00	\$ 469,622.00	\$ 219,253.00	\$ (122,348.06)	
2910..2970	Fund Balance, Beginning		409,742.63					
	Fund Balance, Ending		\$ 751,343.69					



City of Roeland Park
Statement of Activities - Community Center Fund 27C
For the Period Ended 11/30/2017

				2017 Approved		Projected vs. YTD		%
		Current Month	Year to Date	Budget to Date	Budget	2017 Projected	Actual	Remaining
Revenues								
4010	Cash Carryforward	\$ -	\$ -	\$ 316,288.00	\$ 316,288.00	\$ 351,253.00	\$ 351,253.00	0.00%
4110	City/County Sales & Use Tax	17,149.58	183,471.93	169,873.00	185,317.00	185,330.00	1,858.07	99.00%
4510..4511	Interest on Investment	740.86	1,913.82	-	-	-	(1,913.82)	N/A
	Total Revenues	<u>17,890.44</u>	<u>185,385.75</u>	<u>486,161.00</u>	<u>501,605.00</u>	<u>536,583.00</u>	<u>351,197.25</u>	34.55%
Expenditures								
5210	Maintenace And Repair Building	-	10,179.45	13,750.00	15,000.00	15,000.00	4,820.55	67.86%
5211	Maintenace & Repair Equipment	-	-	6,875.00	7,500.00	7,000.00	7,000.00	0.00%
5250	Insurance & Surety Bonds	-	3,245.77	4,587.00	5,000.00	5,800.00	2,554.23	55.96%
5255	JoCo HR	-	83,000.00	73,337.00	80,000.00	80,000.00	(3,000.00)	103.75%
5262	Grounds Maintenance	-	1,832.64	2,288.00	2,500.00	2,500.00	667.36	73.31%
5264	Grounds Improvements	-	-	3,663.00	4,000.00	4,000.00	4,000.00	0.00%
5307	Other Commodities	-	3,989.23	-	-	6,000.00	2,010.77	66.49%
5425	Other Capital Outlay	-	-	2,937.00	3,200.00	18,500.00	18,500.00	0.00%
5756	Community Center Reserve	-	-	-	-	-	-	N/A
5802	Transfer to General Fund	-	-	-	-	-	-	N/A
	Total Expenditures	<u>-</u>	<u>102,247.09</u>	<u>107,437.00</u>	<u>117,200.00</u>	<u>138,800.00</u>	<u>36,552.91</u>	73.67%
	Change in Fund Balance	<u>\$ 17,890.44</u>	\$ 83,138.66	<u>\$ 378,724.00</u>	<u>\$ 384,405.00</u>	<u>\$ 397,783.00</u>	<u>\$ 314,644.34</u>	
2910..2970	Fund Balance, Beginning		<u>351,255.02</u>					
	Fund Balance, Ending		<u>\$ 434,393.68</u>					



City of Roeland Park
Statement of Activities - Special Infrastructure 27D
For the Period Ended 11/30/2017

				2017 Approved		Projected vs. YTD		%
		Current Month	Year to Date	Budget to Date	Budget	2017 Projected	Actual	Remaining
Revenues								
4010	Cash Carryforward	\$ -	\$ -	\$ 23,274.00	\$ 23,274.00	\$ 194,022.00	\$ 194,022.00	0.00%
4110	City/county Sales & Use Tax	34,299.16	366,943.84	339,746.00	370,634.00	370,700.00	3,756.16	98.99%
4161	Grants/Donations - Private	-	-	18,337.00	20,000.00	20,000.00	20,000.00	0.00%
4511	Interest on Invested Assets	598.24	598.24	-	-	-	(598.24)	N/A
4840	Transfer from General Fund	18,750.00	206,250.00	-	-	225,000.00	18,750.00	91.67%
Total Revenues		53,647.40	573,792.08	381,357.00	413,908.00	809,722.00	235,929.92	70.86%
Expenditures								
5209	Professional Services	-	22,067.66	36,663.00	40,000.00	40,000.00	17,932.34	55.17%
5211	Maintenace & Repair Equipment	-	224.60	-	-	-	(224.60)	N/A
5221	Maintenance Streets-contract	888.30	538.71	-	-	-	(538.71)	N/A
5246	In-House Street Maintenance	1,722.00	48,947.57	105,413.00	115,000.00	115,000.00	66,052.43	42.56%
5469	Stormwater Maintenance	2,781.39	71,257.77	18,337.00	20,000.00	65,000.00	(6,257.77)	109.63%
5470	Park Maint/Infrastructure	868.50	23,179.48	155,837.00	170,000.00	170,000.00	146,820.52	13.63%
5750	Contingency	-	-	-	-	-	-	N/A
5802	Transfer to General Fund	-	-	-	-	-	-	N/A
5826	Transfer to Capital Projects Fund	-	-	-	-	-	-	N/A
Total Expenditures		6,260.19	166,215.79	316,250.00	345,000.00	390,000.00	223,784.21	42.62%
Change in Fund Balance		\$ 47,387.21	\$ 407,576.29	\$ 65,107.00	\$ 68,908.00	\$ 419,722.00	\$ 12,145.71	
2910..2970	Fund Balance, Beginning		194,022.15					
	Fund Balance, Ending		\$ 601,598.44					



City of Roeland Park
Statement of Activities - Equipment & Bldg Reserve Fund
For the Period Ended 11/30/2017

				2017 Approved		Projected vs. YTD		
		Current Month	Year to Date	Budget to Date	Budget	2017 Projected	Actual	% Remaining
Revenues								
4010	Cash Carryforward	\$ -	\$ -	\$ 261,448.00	\$ 261,448.00	\$ 310,307.00	\$ 310,307.00	0.00%
4511	Interest on Invested Assets	-	1,149.27	-	-	-	(1,149.27)	N/A
4824	Transfer from Public Works	1,041.66	11,458.32	-	-	12,500.00	1,041.68	91.67%
4840	Transfer from General Fund	12,205.00	131,921.67	69,168.00	75,460.00	142,960.00	11,038.33	92.28%
4841	Transfer from Police Dept.	-	2,333.33	-	-	3,500.00	1,166.67	66.67%
4860	Transfer from Special Highway	4,830.83	53,139.16	53,141.00	57,970.00	57,970.00	4,830.84	91.67%
Total Revenues		18,077.49	200,001.75	383,757.00	394,878.00	527,237.00	327,235.25	37.93%
Expenditures								
5315	Machinery & Auto Equipment	6,037.66	11,796.50	12,837.00	14,001.00	31,002.00	19,205.50	38.05%
5442	Building Expense	-	66,848.65	11,913.00	13,000.00	144,500.00	77,651.35	46.26%
5619	L/P - Principal	-	54,531.99	49,984.00	54,532.00	54,532.00	0.01	100.00%
5620	L/P - Interest	-	3,437.31	3,146.00	3,437.00	3,437.00	(0.31)	100.01%
5704	Future CIP - Police	-	-	20,526.00	22,394.00	-	-	N/A
5705	Future CIP - PW	-	-	14,069.00	15,349.00	48,460.00	48,460.00	0.00%
5707	Future CIP - Building Reserve	-	-	167,882.00	183,147.00	-	-	N/A
Total Expenditures		6,037.66	136,614.45	280,357.00	305,860.00	281,931.00	145,316.55	48.46%
Change in Fund Balance		\$ 12,039.83	\$ 63,387.30	\$ 103,400.00	\$ 89,018.00	\$ 245,306.00	\$ 181,918.70	
2910..2970	Fund Balance, Beginning		310,307.82					
	Fund Balance, Ending		\$ 373,695.12					



City of Roeland Park
Statement of Activities - TIF 1A/B - Bella Roe/Walmart
For the Period Ended 11/30/2017

1370

				2017 Approved	Projected vs. YTD			%				
Current Month	Year to Date	Budget to Date		Budget	2017 Projected	Actual	Remaining					
Revenues												
\$	-	\$	-	\$	1,040,210.00	\$	1,040,210.00	\$	1,038,280.00	\$	1,038,280.00	0.00%
	-		18,486.96		16,038.00		17,496.00		17,500.00		(986.96)	105.64%
	-		448,613.72		275,000.00		300,000.00		404,123.00		(44,490.72)	111.01%
	-		588,596.88		392,337.00		428,000.00		588,581.00		(15.88)	100.00%
	-		-		-		-		-		-	N/A
	-		1,055,697.56		1,723,585.00		1,785,706.00		2,048,484.00		992,786.44	51.54%
Expenditures												
	-		1,016.67		-		-		1,100.00		83.33	92.42%
	-		2,640.00		1,837.00		2,000.00		2,640.00		-	100.00%
	-		1,070,000.00		247,500.00		270,000.00		1,120,000.00		50,000.00	95.54%
	-		110,456.26		101,255.00		110,456.00		110,456.00		(0.26)	100.00%
	-		-		-		-		-		-	N/A
	-		-		-		-		-		-	N/A
	-		1,184,112.93		350,592.00		382,456.00		1,234,196.00		50,083.07	95.94%
Change in Fund Balance												
\$	-	\$	(128,415.37)	\$	1,372,993.00	\$	1,403,250.00	\$	814,288.00	\$	942,703.37	
Fund Balance, Beginning												
			1,038,280.19									
		\$	909,864.82									



City of Roeland Park
Statement of Activities - TDD#1 - Price Chopper
For the Period Ended 11/30/2017

		Current Month	Year to Date	Budget to Date	2017 Approved Budget	2017 Projected	Projected vs. YTD Actual	% Remaining
Revenues								
4010	Cash Carryforward	\$ -	\$ -	\$ -	\$ -	\$ (107,318.00)	\$ (107,318.00)	N/A
4110	City/county Sales & Use Tax	22,752.69	244,768.74	247,819.00	270,346.00	270,000.00	25,231.26	90.66%
4510	Interest on Investment	24.59	92.70	-	-	-	(92.70)	N/A
Total Revenues		22,777.28	244,861.44	247,819.00	270,346.00	162,682.00	(82,179.44)	150.52%
Expenditures								
5209	Professional Services	700.00	2,066.66	-	-	-	(2,066.66)	N/A
5214	Other Contracted Services	333.33	4,696.63	5,313.00	5,800.00	6,500.00	1,803.37	72.26%
5601	Bond Principal	-	135,148.88	-	-	-	(135,148.88)	N/A
5602	Bond Interest	-	3,851.13	242,506.00	264,546.00	263,500.00	259,648.87	1.46%
Total Expenditures		1,033.33	145,763.30	247,819.00	270,346.00	270,000.00	124,236.70	53.99%
Change in Fund Balance		\$ 21,743.95	\$ 99,098.14	\$ -	\$ -	\$ (107,318.00)	\$ (206,416.14)	
2910..2970	Fund Balance, Beginning		(107,319.17)					
	Fund Balance, Ending		\$ (8,221.03)					



City of Roeland Park
Statement of Activities - TDD#2 - Lowes
For the Period Ended 11/30/2017

					2017 Approved		Projected vs. YTD	
		Current Month	Year to Date	Budget to Date	Budget	2017 Projected	Actual	% Remaining
Revenues								
4010	Cash Carryforward	\$ -	\$ -	\$ -	\$ -	\$ (941,727.00)	\$ (941,727.00)	N/A
4110	City/county Sales & Use Tax	13,353.44	130,536.64	120,538.00	131,501.00	136,000.00	5,463.36	95.98%
4510	Interest on Investment	13.95	44.60	-	-	-	(44.60)	N/A
Total Revenues		13,367.39	130,581.24	120,538.00	131,501.00	(805,727.00)	(936,308.24)	N/A
Expenditures								
5209	Professional Services	-	666.67	-	-	-	(666.67)	N/A
5214	Other Contracted Services	166.67	3,917.87	4,587.00	5,000.00	5,000.00	1,082.13	78.36%
5254	Miscellaneous Charges	-	-	-	-	-	-	N/A
5601	Bond Principal	-	58,327.13	115,962.00	126,501.00	131,000.00	72,672.87	44.52%
5602	Bond Interest	-	1,672.87	-	-	-	(1,672.87)	N/A
Total Expenditures		166.67	64,584.54	120,549.00	131,501.00	136,000.00	71,415.46	47.49%
Change in Fund Balance		\$ 13,200.72	\$ 65,996.70	\$ (11.00)	\$ -	\$ (941,727.00)	\$ (1,007,723.70)	
2910..2970	Fund Balance, Beginning		(941,726.60)					
	Fund Balance, Ending		\$ (875,729.90)					



City of Roeland Park
Statement of Activities - CID #1 - RP Shopping Center
For the Period Ended 11/30/2017

		Current Month	Year to Date	Budget to Date	2017 Approved Budget	2017 Projected	Projected vs. YTD Actual	% Remaining
Revenues								
4010	Cash Carryforward	\$ -	\$ -	\$ 1,763,318.00	\$ 1,763,318.00	\$ 1,764,485.00	\$ 1,764,485.00	0.00%
4110	City/county Sales & Use Tax	34,712.26	413,675.18	408,936.00	446,114.00	456,000.00	42,324.82	90.72%
4510..4511	Interest on Investment	5,094.26	13,299.30	9,999.00	10,910.00	4,700.00	(8,599.30)	282.96%
	Total Revenues	<u>39,806.52</u>	<u>426,974.48</u>	<u>2,182,253.00</u>	<u>2,220,342.00</u>	<u>2,225,185.00</u>	<u>1,798,210.52</u>	19.19%
Expenditures								
5209	Professional Services	-	-	-	-	-	-	N/A
5215	City Attorney	-	86.00	-	-	-	(86.00)	N/A
5721	CID #1 Expenses	-	-	1,797,037.00	1,960,403.00	-	-	N/A
	Total Expenditures	<u>-</u>	<u>86.00</u>	<u>1,797,037.00</u>	<u>1,960,403.00</u>	<u>-</u>	<u>(86.00)</u>	N/A
	Change in Fund Balance	<u>\$ 39,806.52</u>	\$ 426,888.48	<u>\$ 385,216.00</u>	<u>\$ 259,939.00</u>	<u>\$ 2,225,185.00</u>	<u>\$ 1,798,296.52</u>	
2910..2970	Fund Balance, Beginning		<u>1,764,485.18</u>					
	Fund Balance, Ending		<u>\$ 2,191,373.66</u>					



City of Roeland Park
Statement of Activities - TIF 2A/D - McDonalds / City Hall
For the Period Ended 11/30/2017

						2017 Approved		Projected vs. YTD	%
		Current Month	Year to Date	Budget to Date	Budget	2017 Projected	Actual	Remaining	
Revenues									
4010	Cash Carryforward	\$ -	\$ -	\$ 316,220.00	\$ 316,220.00	\$ 284,447.00	\$ 284,447.00		0.00%
4510..4511	Interest on Investment	1,244.94	3,030.65	-	-	940.00	(2,090.65)		322.41%
4730	Tax Increment Income	-	329,111.19	280,500.00	306,000.00	305,976.00	(23,135.19)		107.56%
4789	Transfer from General Fund	4,416.67	48,583.33	-	-	53,000.00	4,416.67		91.67%
Total Revenues		5,661.61	380,725.17	596,720.00	622,220.00	644,363.00	263,637.83		59.09%
Expenditures									
5209	Professional Services	-	-	-	-	5,000.00	5,000.00		0.00%
5214	Other Contracted Services	-	-	2,750.00	3,000.00	3,000.00	3,000.00		0.00%
5444	ADA Improvements	-	12,024.00	-	-	-	(12,024.00)		N/A
5439	Stormwater Maintenance	-	2,850.00	-	-	-	(2,850.00)		N/A
5454	Sidewalk Project	-	-	-	-	-	-		N/A
5456	CARS Projects	23,558.41	290,602.00	-	-	165,000.00	(125,602.00)		176.12%
5644	Principal Bonds - 2012-1	165,000.00	165,000.00	151,250.00	-	463,000.00	298,000.00		35.64%
5645	Interest Bonds - 2012-1	3,755.00	7,510.00	6,886.00	7,510.00	7,510.00	-		100.00%
5750	Contingency	-	-	-	-	-	-		N/A
Total Expenditures		192,313.41	477,986.00	160,886.00	10,510.00	643,510.00	165,524.00		74.28%
Change in Fund Balance		\$ (186,651.80)	\$ (97,260.83)	\$ 435,834.00	\$ 611,710.00	\$ 853.00	\$ 98,113.83		
2910..2970	Fund Balance, Beginning		284,447.33						
	Fund Balance, Ending		\$ 187,186.50						



City of Roeland Park
Statement of Activities - TIF 2C - Valley State Bank
For the Period Ended 11/30/2017

		Current Month	Year to Date	Budget to Date	2017 Approved Budget	2017 Projected	Projected vs. YTD Actual	% Remaining
Revenues								
4010	Cash Carryforward	\$ -	\$ -	\$ -	\$ -	\$ 1,169.00	\$ 1,169.00	0.00%
4510	Interest on Investment	-	-	-	-	-	-	N/A
4730	Tax Increment Income	-	55,922.56	44,308.00	48,330.00	69,374.00	13,451.44	80.61%
	Total Revenues	-	55,922.56	44,308.00	48,330.00	70,543.00	14,620.44	79.27%
Expenditures								
5209	Professional Services	-	-	-	-	-	-	N/A
5214	Other Contracted Services	-	1,650.00	2,288.00	2,500.00	2,500.00	850.00	66.00%
5601	Bond Principal	-	38,827.09	-	-	66,874.00	28,046.91	58.06%
5602	Bond Interest	-	13,329.11	-	-	-	(13,329.11)	N/A
5612	Debt Service - Bond Issue	-	1,875.13	41,470.00	45,240.00	-	(1,875.13)	N/A
	Total Expenditures	-	55,681.33	43,758.00	47,740.00	69,374.00	13,692.67	80.26%
	Change in Fund Balance	<u>\$ -</u>	<u>\$ 241.23</u>	<u>\$ 550.00</u>	<u>\$ 590.00</u>	<u>\$ 1,169.00</u>	<u>\$ 927.77</u>	
2910..2970	Fund Balance, Beginning		<u>1,170.42</u>					
	Fund Balance, Ending		<u>\$ 1,411.65</u>					



City of Roeland Park
Statement of Activities - TIF 3C - Old Pool Area
For the Period Ended 11/30/2017

I510

				2017 Approved		Projected vs. YTD		%
		Current Month	Year to Date	Budget to Date	Budget	2017 Projected	Actual	Remaining
Revenues								
4010	Cash Carryforward	\$ -	\$ -	\$ 536,462.00	\$ 536,462.00	\$ 280,293.00	\$ 280,293.00	0.00%
4161	Grants/Donations - Private	-	-	4,587.00	5,000.00	-	-	N/A
4511	Interest on Invested Assets	312.25	824.23	-	-	500.00	(324.23)	164.85%
4730	Tax Increment Income	-	31,004.87	40,271.00	43,926.00	31,005.00	0.13	100.00%
4731	Tax Increment Income 3A	-	211,481.26	185,691.00	202,572.00	211,481.00	(0.26)	100.00%
4789	Transfer from General Fund	-	105,416.66	-	-	126,500.00	21,083.34	83.33%
Total Revenues		312.25	348,727.02	767,011.00	787,960.00	649,779.00	301,051.98	53.67%
Expenditures								
5204	Legal Printing	-	218.00	-	-	-	(218.00)	N/A
5209	Professional Services	5,770.00	64,618.77	129,558.00	141,338.00	58,935.00	(5,683.77)	109.64%
5244	General Contractor	-	147,600.00	472,087.00	515,000.00	562,640.00	415,040.00	26.23%
5703	Future Project Reserve	-	-	-	-	-	-	N/A
Total Expenditures		5,770.00	212,436.77	601,645.00	656,338.00	621,575.00	409,138.23	34.18%
Change in Fund Balance		\$ (5,457.75)	\$ 136,290.25	\$ 165,366.00	\$ 131,622.00	\$ 28,204.00	\$ (108,086.25)	
2910..2970	Fund Balance, Beginning		<u>280,293.33</u>					
	Fund Balance, Ending		<u>\$ 416,583.58</u>					



City of Roeland Park
Statement of Activities - Property Owners Association
For the Period Ended 11/30/2017

1520

		Current Month	Year to Date	Budget to Date	2017 Approved		Projected vs. YTD	%
					Budget	2017 Projected	Actual	Remaining
Revenues								
4010	Cash Carryforward	\$ -	\$ -	\$ 14,623.00	\$ 14,623.00	\$ 14,580.00	\$ 14,580.00	0.00%
4510	Interest on Investment	-	-	-	-	-	-	N/A
4795	Miscellaneous	-	33,847.00	31,031.00	33,847.00	33,847.00	-	100.00%
	Total Revenues	<u>-</u>	<u>33,847.00</u>	<u>45,654.00</u>	<u>48,470.00</u>	<u>48,427.00</u>	<u>14,580.00</u>	69.89%
Expenditures								
5254	Miscellaneous Charges	-	32.50	-	-	-	(32.50)	N/A
5258	RPPOA Common Area Expenses	-	31,875.00	29,216.00	31,875.00	31,875.00	-	100.00%
5750	Contingency	-	-	-	-	-	-	N/A
	Total Expenditures	<u>-</u>	<u>31,907.50</u>	<u>29,216.00</u>	<u>31,875.00</u>	<u>31,875.00</u>	<u>(32.50)</u>	100.10%
	Change in Fund Balance	<u>\$ -</u>	<u>\$ 1,939.50</u>	<u>\$ 16,438.00</u>	<u>\$ 16,595.00</u>	<u>\$ 16,552.00</u>	<u>\$ 14,612.50</u>	
2910..2970	Fund Balance, Beginning		<u>14,580.01</u>					
	Fund Balance, Ending		<u>\$ 16,519.51</u>					



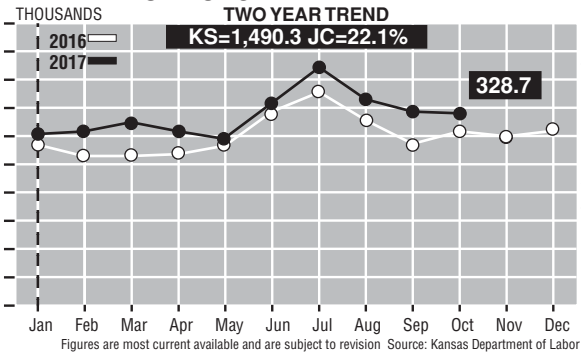
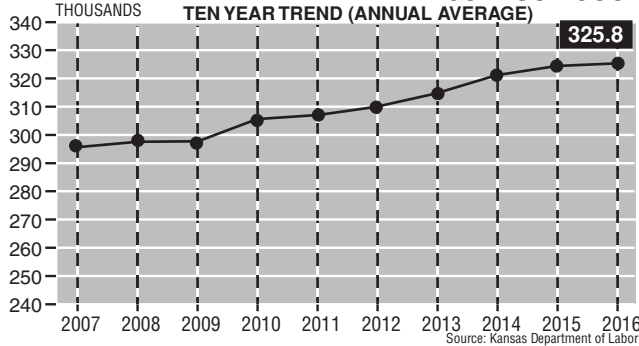
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JOHNSON COUNTY INDICATORS

December 2017 Issue

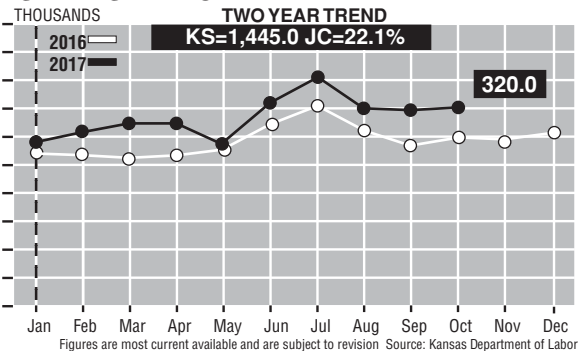
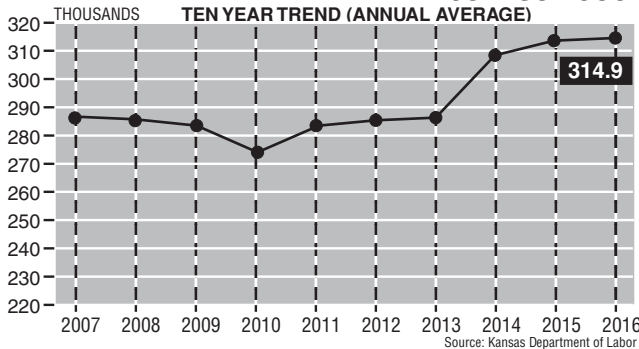
JOHNSON COUNTY: CIVILIAN LABOR FORCE



Current Month
This Year: 328,708
Last Year: 325,740
Change: +0.9%

Y.T.D. Avg:
This Year: 328,992
Last Year: 325,854
Change: +1.0%

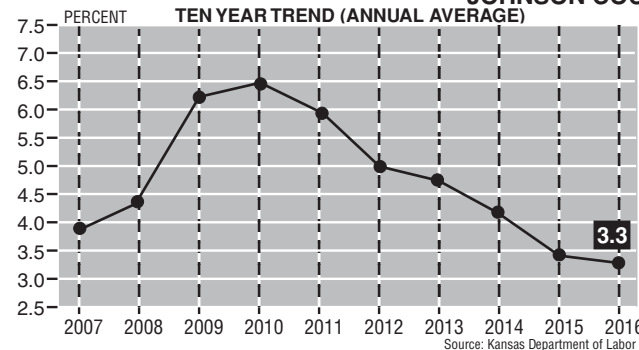
JOHNSON COUNTY: RESIDENTS EMPLOYED



Current Month
This Year: 320,028
Last Year: 314,810
Change: +1.7%

Y.T.D. Avg:
This Year: 318,642
Last Year: 314,833
Change: +1.2%

JOHNSON COUNTY: UNEMPLOYMENT RATE



Current Month
This Year: 2.6%
Last Year: 3.4%
Change: -0.8%

Y.T.D. Avg:
This Year: 3.1%
Last Year: 3.4%
Change: -0.3%

SELECTED STATES AND METRO AREAS: UNEMPLOYMENT RATES - October 2017

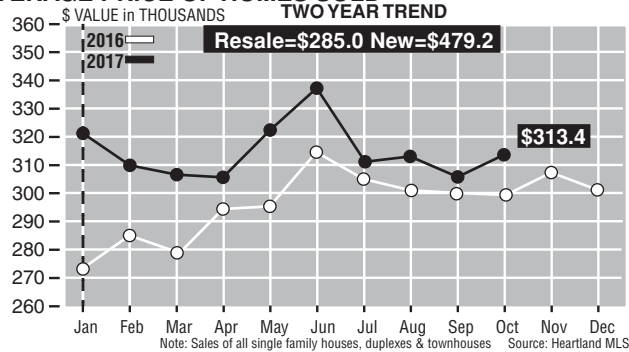
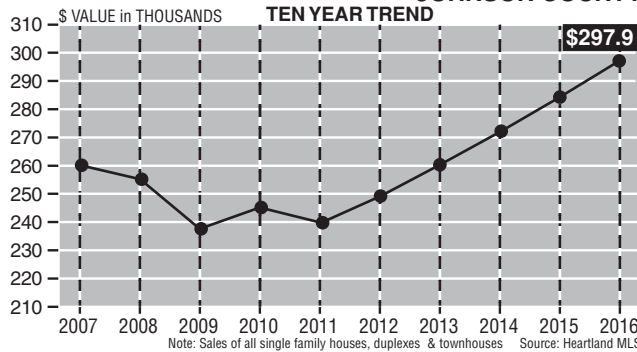
United States..... 3.9%	Michigan..... 4.2%	Kansas City..... 3.2%	Miami..... 3.9%
Kansas..... 3.0%	Minnesota..... 2.4%	Atlanta..... 4.1%	Minneapolis/St. Paul..... 2.3%
Arizona..... 4.4%	Missouri..... 2.5%	Boston..... 3.1%	New Orleans..... 4.1%
Arkansas..... 3.2%	Nebraska..... 2.3%	Charlotte..... 3.9%	New York..... 4.6%
California..... 4.1%	New Jersey..... 4.7%	Chicago..... 4.7%	Omaha..... 2.4%
Colorado..... 2.6%	New York..... 4.6%	Columbus..... 3.7%	Phoenix..... 3.7%
Florida..... 3.6%	N. Carolina..... 4.1%	Dallas..... 3.0%	Pittsburgh..... 4.1%
Georgia..... 4.4%	Ohio..... 4.5%	Denver..... 2.6%	St. Louis..... 2.7%
Illinois..... 4.7%	Oklahoma..... 4.1%	Des Moines..... 2.3%	San Francisco..... 3.0%
Iowa..... 2.4%	Pennsylvania..... 4.2%	Detroit..... 4.2%	Seattle..... 4.0%
Louisiana..... 4.3%	Texas..... 3.5%	Little Rock..... 2.9%	Tulsa..... 4.4%
Massachusetts..... 3.3%	Washington..... 4.2%	Los Angeles..... 4.1%	Wichita..... 3.4%

Not Seasonally Adjusted

Source: U.S. Bureau of Labor Statistics

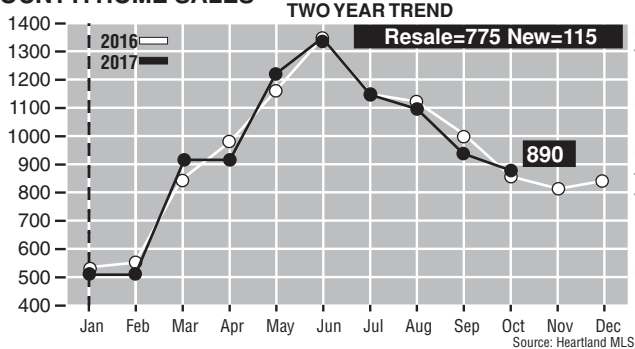
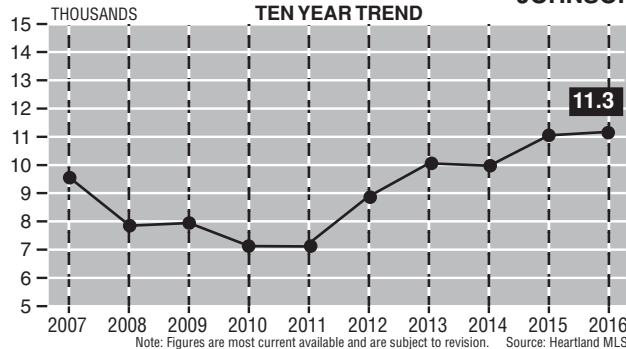
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JOHNSON COUNTY: AVERAGE PRICE OF HOMES SOLD



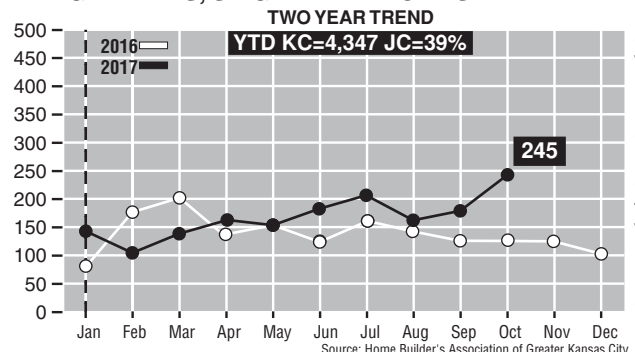
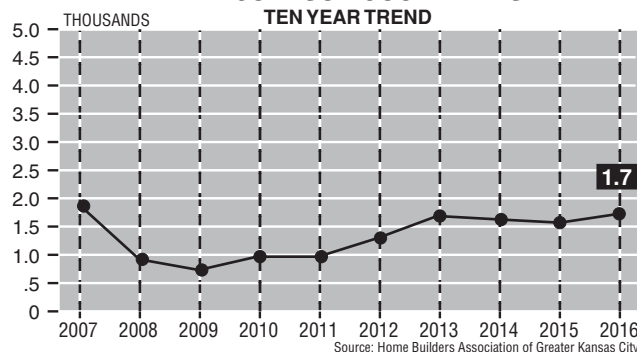
Current Month
This Yr: \$313,401
Last Yr: \$298,367
Change: +5.0%
Y.T.D. Avg:
This Yr: \$315,308
Last Yr: \$296,777
Change: +6.2%

JOHNSON COUNTY: HOME SALES



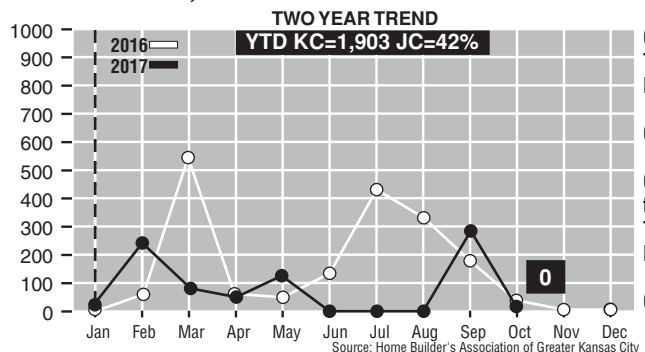
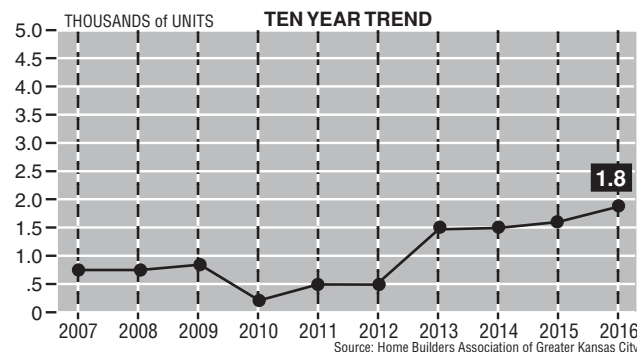
Current Month
This Yr: 890
Last Yr: 885
Change: +0.6%
Cumulative to Date
This Yr: 9,606
Last Yr: 9,715
Change: -1.1%

JOHNSON COUNTY: RESIDENTIAL BUILDING PERMITS, SINGLE FAMILY UNITS



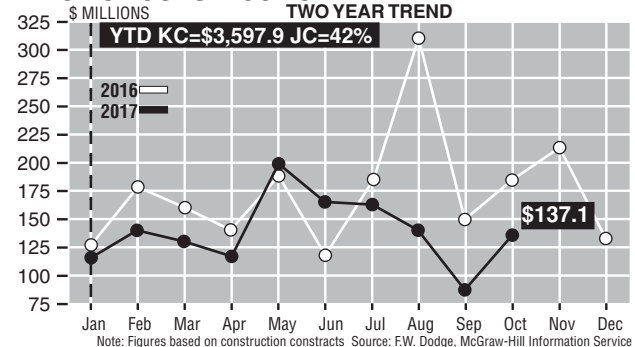
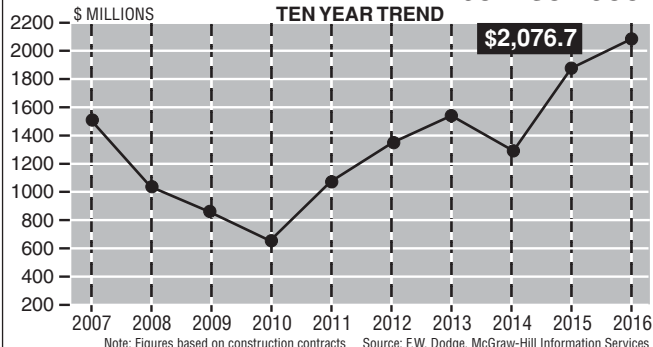
Current Month
This Yr: 245
Last Yr: 130
Change: +88.5%
Cumulative to Date
This Yr: 1,699
Last Yr: 1,436
Change: +18.3%

JOHNSON COUNTY: BUILDING PERMITS, MULTI-FAMILY UNITS



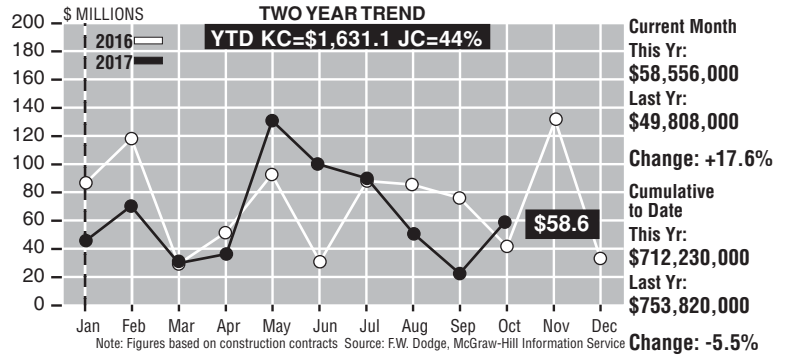
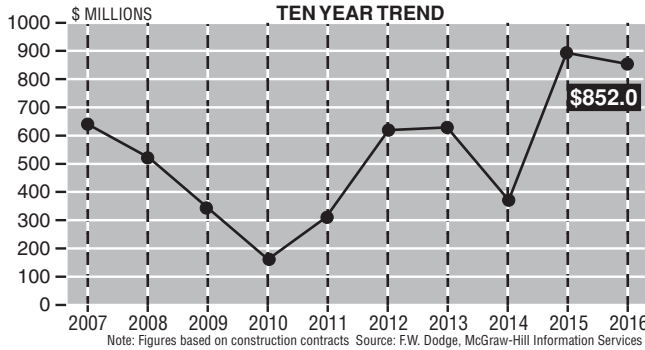
Current Month
This Yr: 0
Last Yr: 22
Change: -100%
Cumulative to Date
This Yr: 796
Last Yr: 1,777
Change: -55.2%

JOHNSON COUNTY: VALUE OF CONSTRUCTION

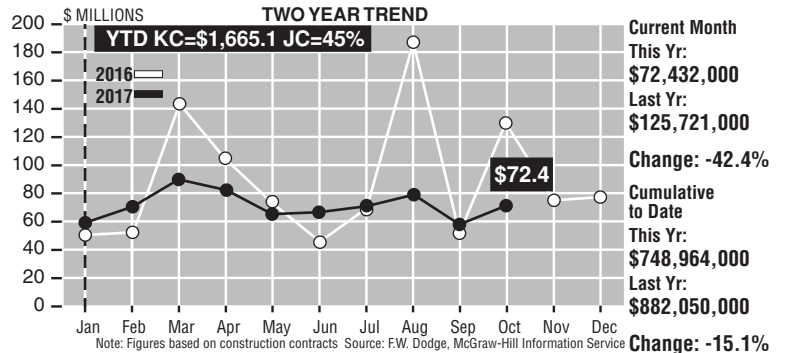
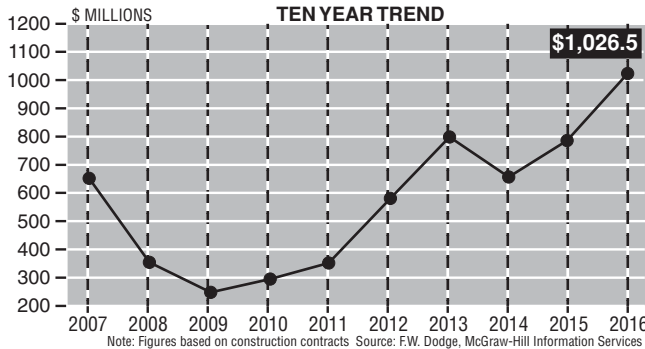


Current Month
This Yr: \$137,133,000
Last Yr: \$184,343,000
Change: -25.6%
Cumulative to Date
This Yr: \$1,525,082,000
Last Yr: \$1,808,356,000
Change: -15.7%

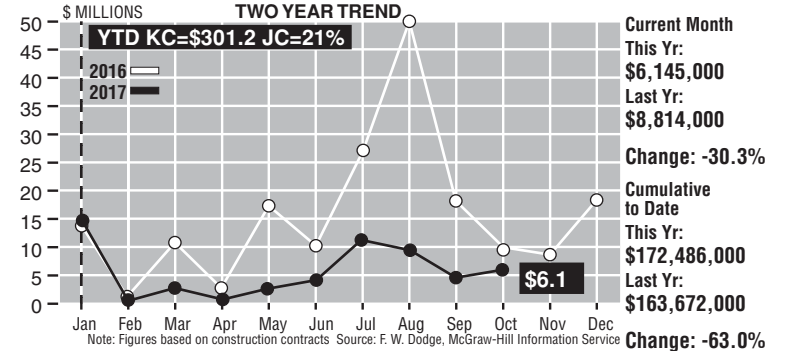
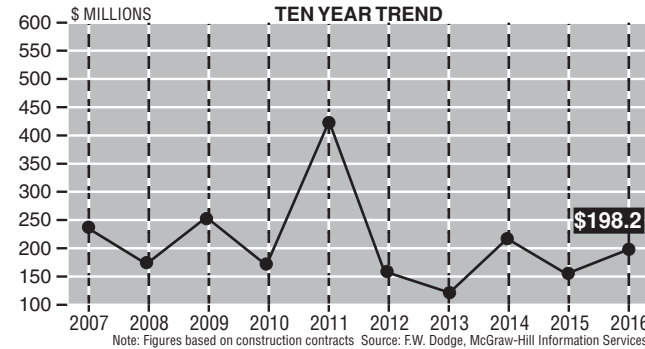
JOHNSON COUNTY: VALUE NON-RESIDENTIAL BUILDING CONSTRUCTION



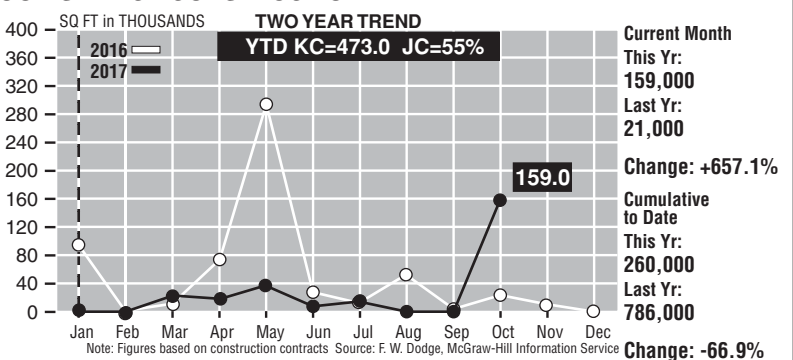
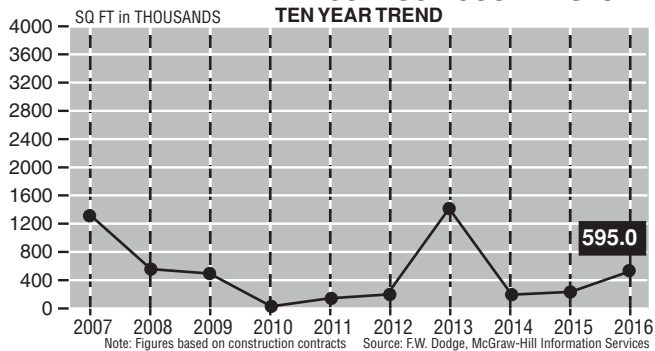
JOHNSON COUNTY: VALUE RESIDENTIAL BUILDING CONSTRUCTION



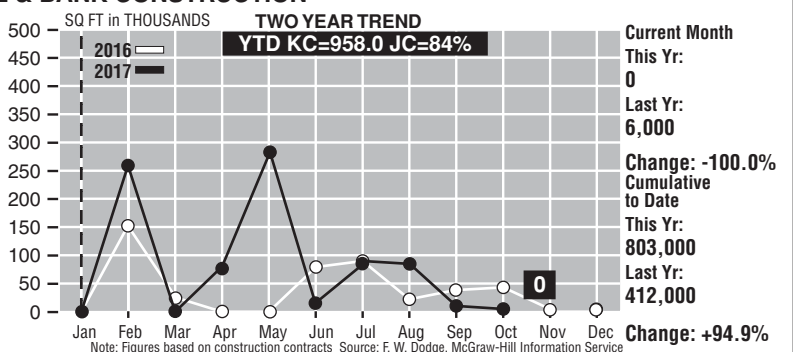
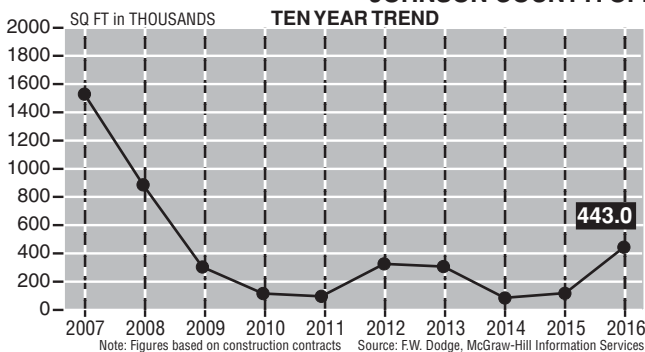
JOHNSON COUNTY: VALUE NON-BUILDING CONSTRUCTION



JOHNSON COUNTY: STORE & FOOD SERVICE CONSTRUCTION



JOHNSON COUNTY: OFFICE & BANK CONSTRUCTION

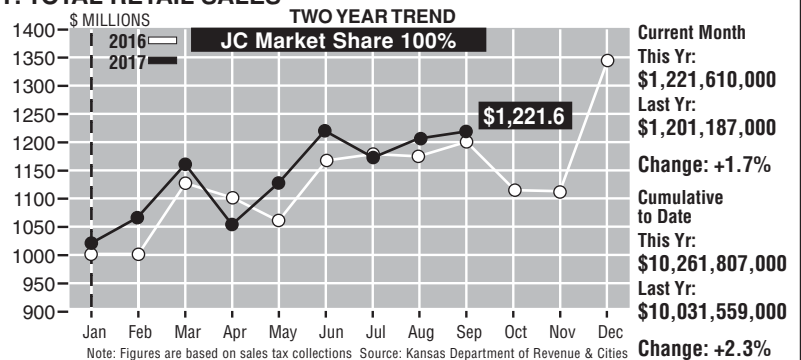
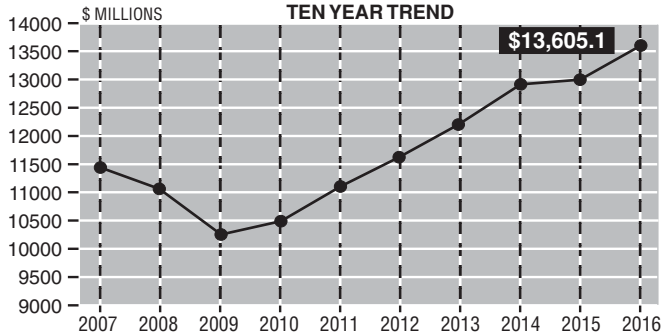


The data presented below represent estimates of the taxable retail sales occurring in the month indicated.

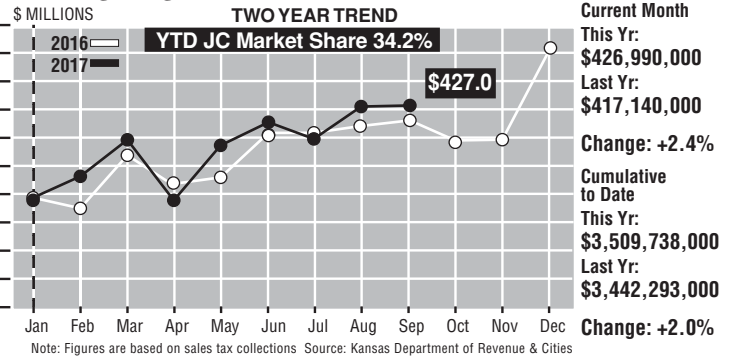
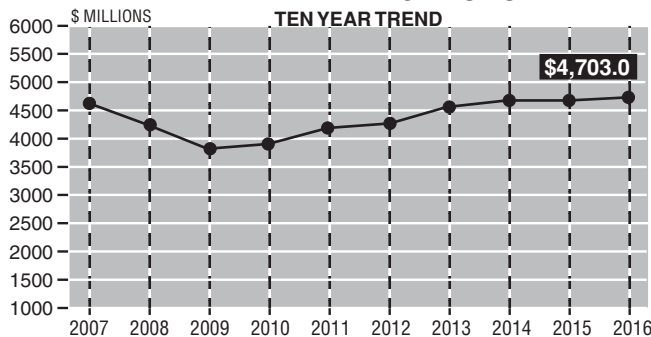
The retail sales estimates for Johnson County's thirteen largest cities shown below are calculated from the local sales and use tax reported by the Kansas Department of Revenue. The Johnson County total is the sum of the retail sales made within each of the county's seventeen cities that levy a city sales tax. The figures shown are the latest available from the Department of Revenue. They are considered preliminary and subject to revision.

Retail sales/use tax data provided by the Department of Revenue have been found to exhibit occasional random anomalies due to reporting and/or recording delays or errors. No attempt has been made by CERl to adjust the data for these anomalies or for seasonality. Monthly figures should be interpreted as the taxable retail sales necessary to generate the local sales tax revenue distributed to the respective city by the Kansas Department of Revenue.

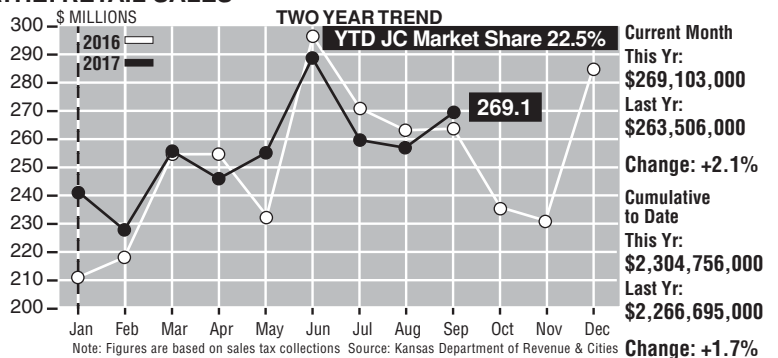
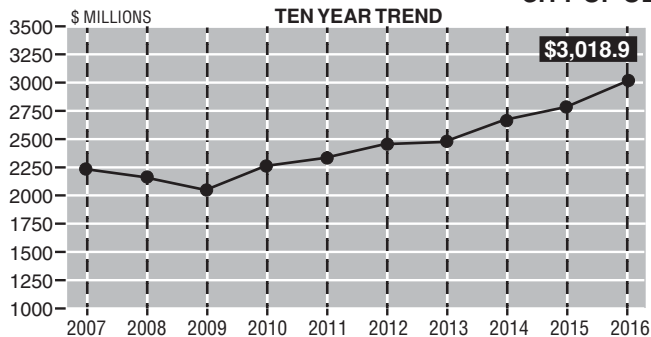
JOHNSON COUNTY: TOTAL RETAIL SALES



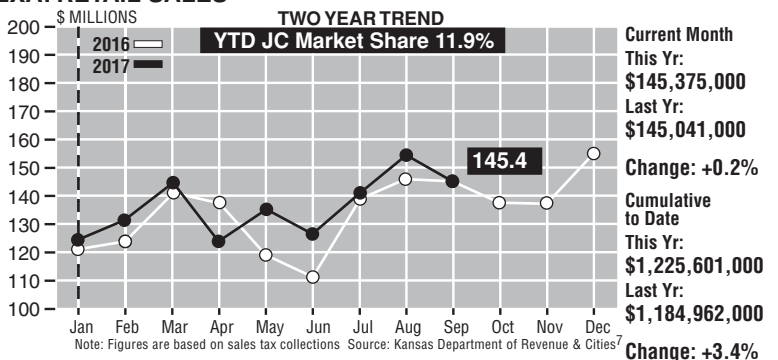
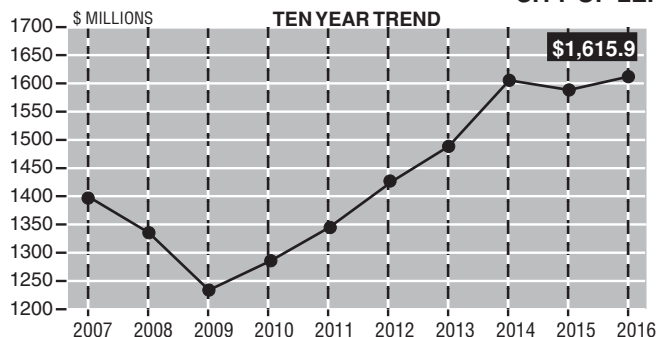
CITY OF OVERLAND PARK: RETAIL SALES



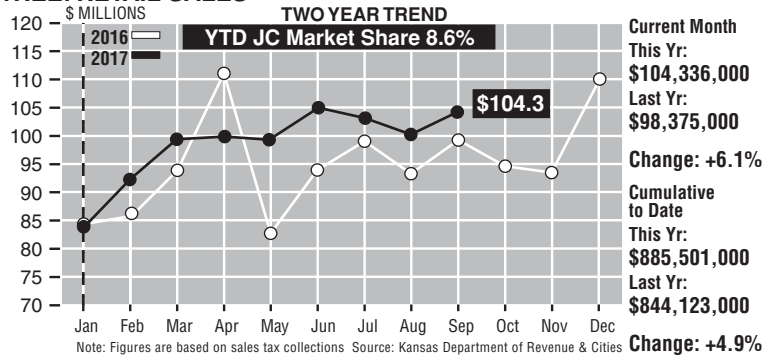
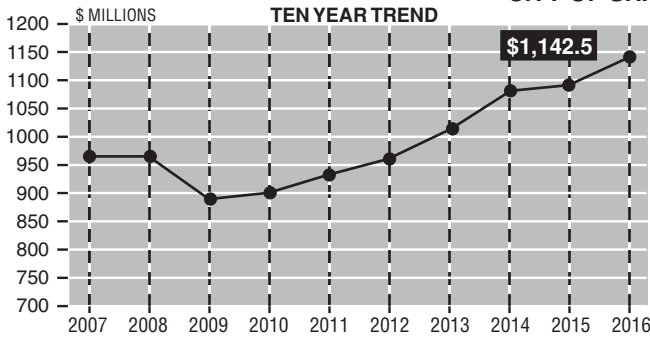
CITY OF OLATHE: RETAIL SALES



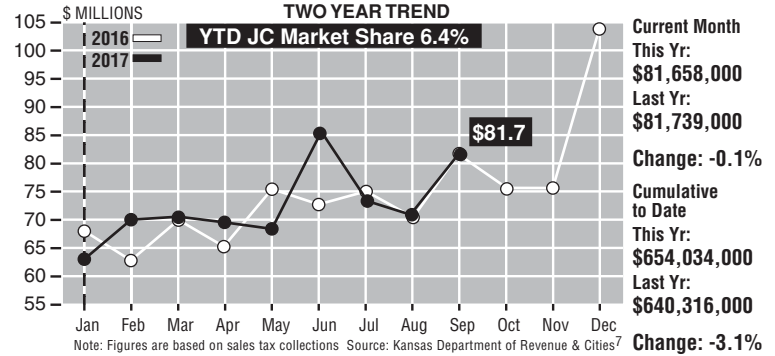
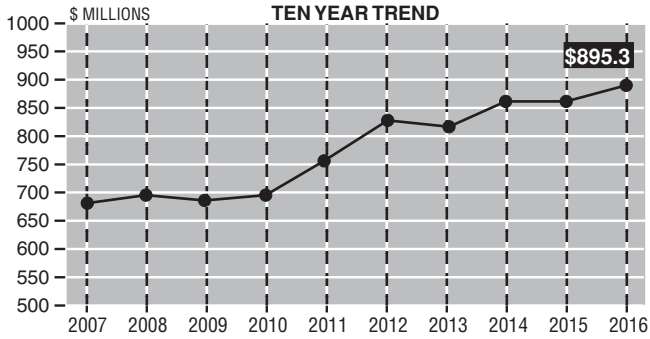
CITY OF LENEXA: RETAIL SALES



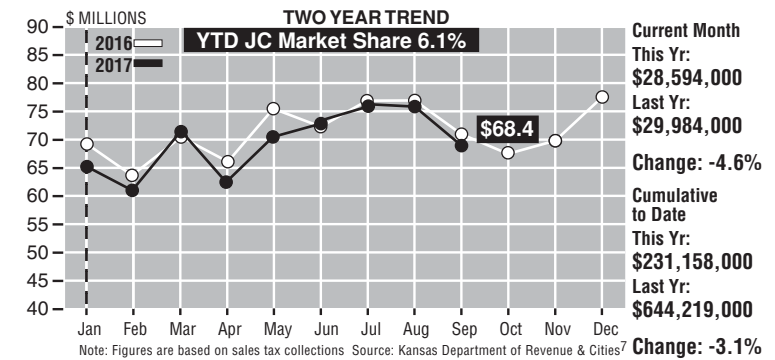
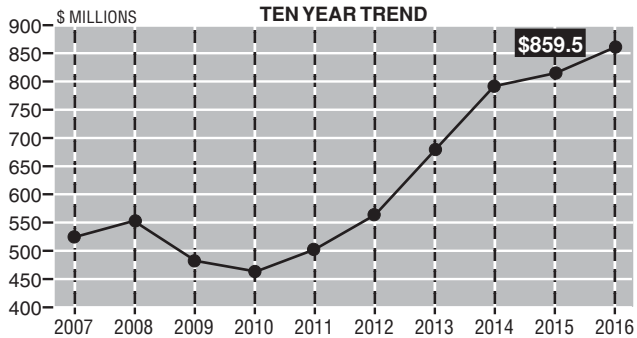
CITY OF SHAWNEE: RETAIL SALES



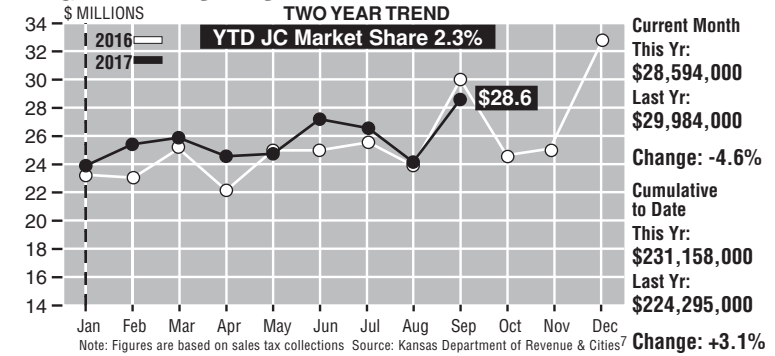
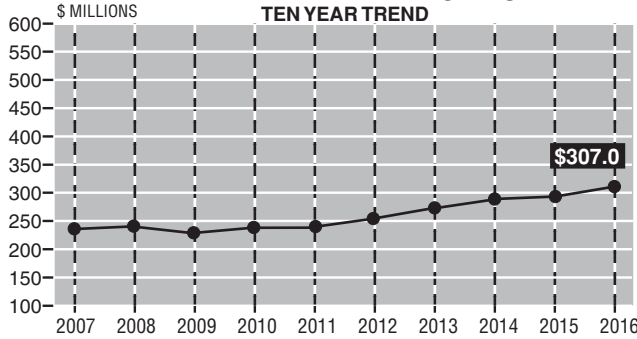
CITY OF LEAWOOD: RETAIL SALES



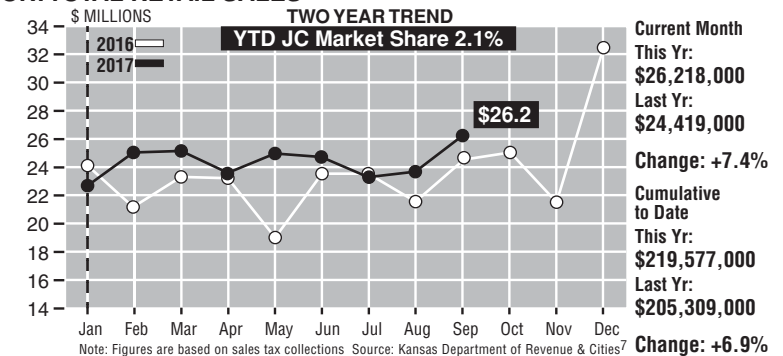
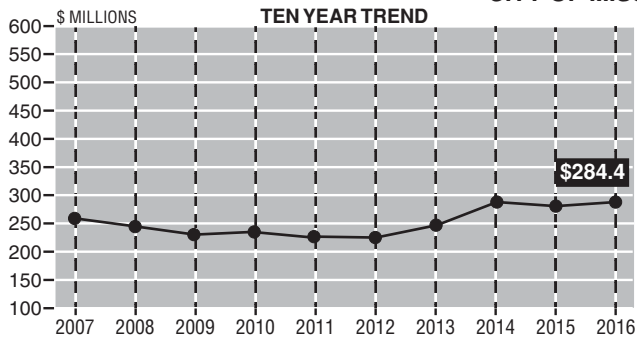
CITY OF MERRIAM: TOTAL RETAIL SALES



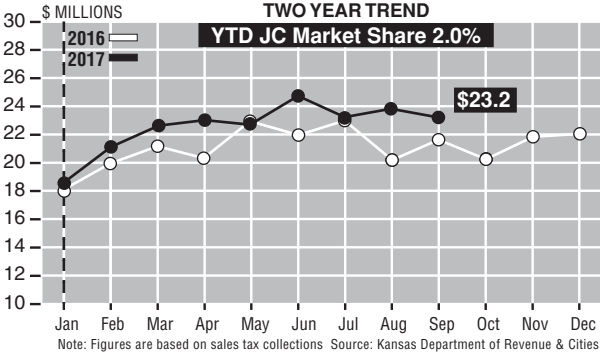
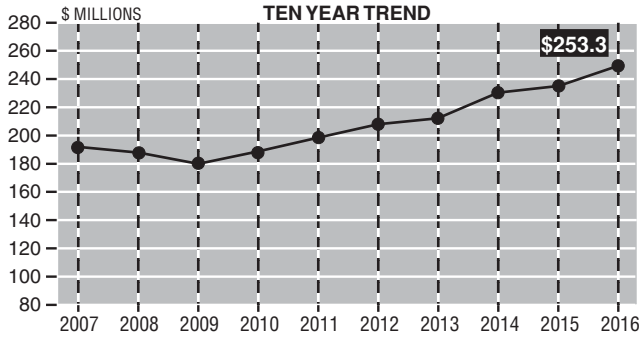
CITY OF PRAIRIE VILLAGE: RETAIL SALES



CITY OF MISSION: TOTAL RETAIL SALES

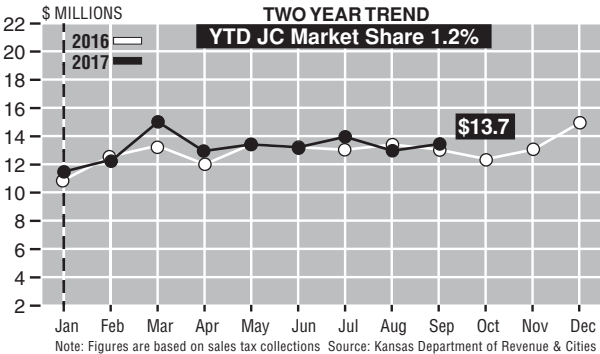
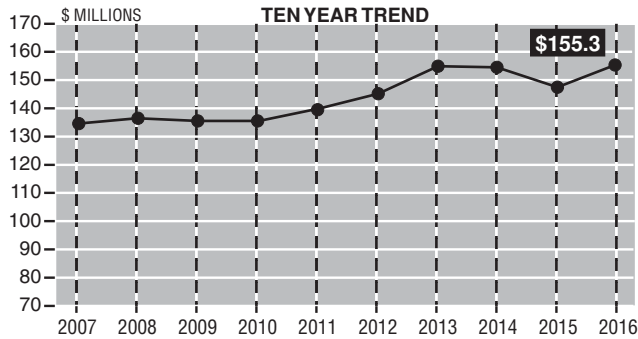


CITY OF GARDNER: RETAIL SALES



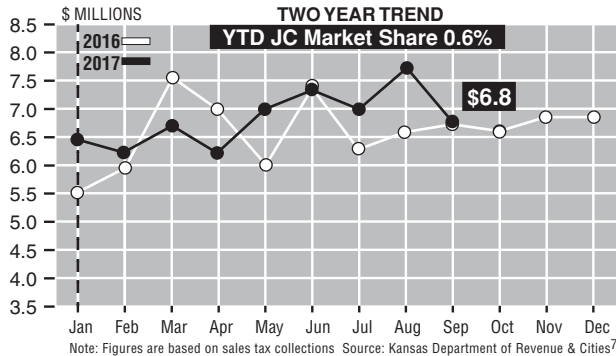
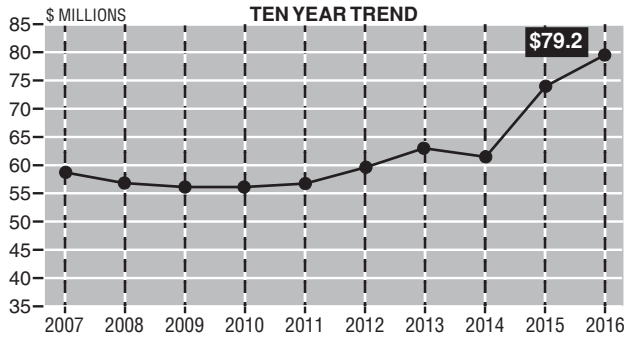
Current Month
This Yr:
\$23,169,000
Last Yr:
\$21,787,000
Change: **+6.3%**
Cumulative
to Date
This Yr:
\$202,624,000
Last Yr:
\$189,173,000
Change: **+7.1%**

CITY OF ROELAND PARK: RETAIL SALES



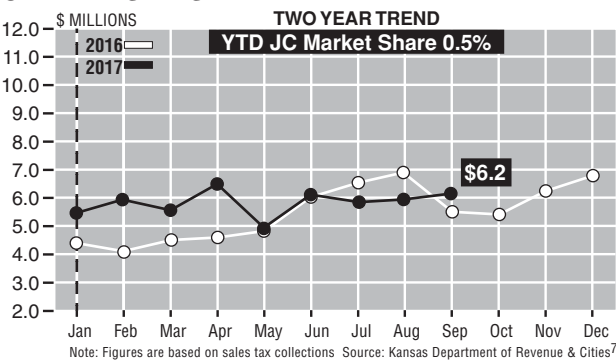
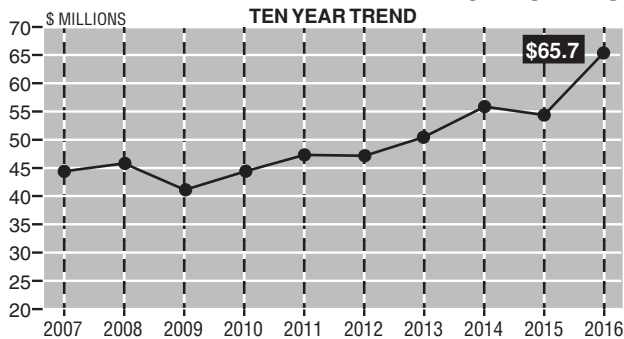
Current Month
This Yr:
\$13,720,000
Last Yr:
\$13,065,000
Change: **+5.0%**
Cumulative
to Date
This Yr:
\$119,477,000
Last Yr:
\$115,585,000
Change: **+3.4%**

CITY OF SPRING HILL: RETAIL SALES



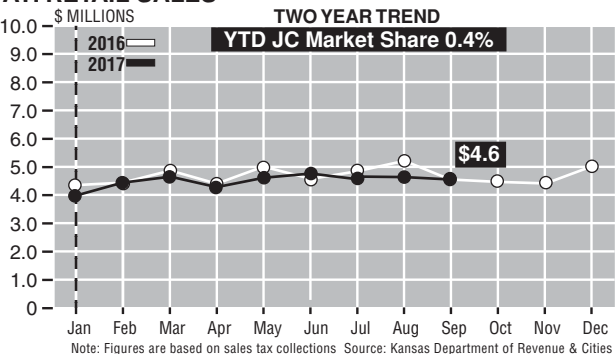
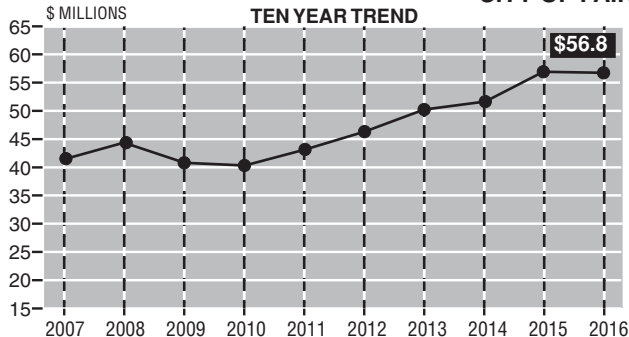
Current Month
This Yr:
\$6,810,000
Last Yr:
\$6,663,000
Change: **+2.2%**
Cumulative
to Date
This Yr:
\$61,365,000
Last Yr:
\$58,981,000
Change: **+4.0%**

CITY OF DE SOTO: RETAIL SALES



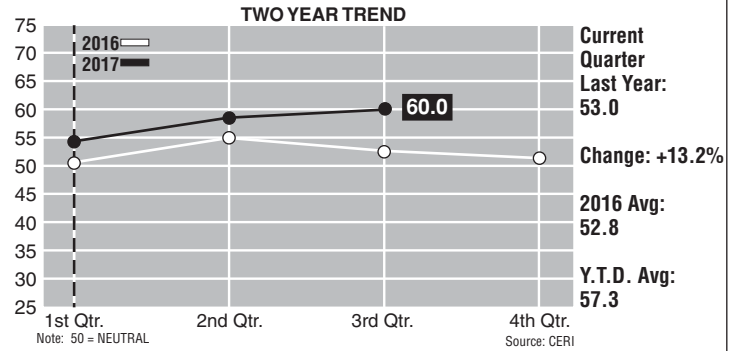
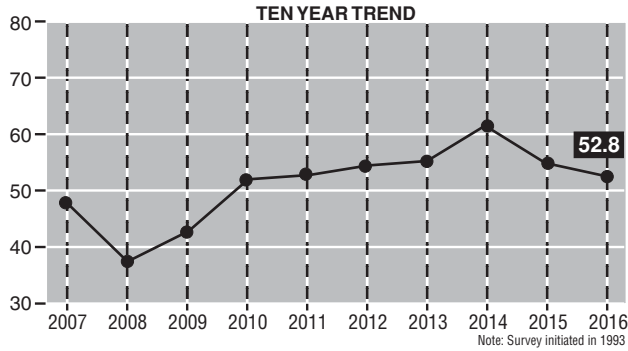
Current Month
This Yr:
\$6,158,000
Last Yr:
\$5,464,000
Change: **+12.7%**
Cumulative
to Date
This Yr:
\$52,457,000
Last Yr:
\$47,271,000
Change: **+11.0%**

CITY OF FAIRWAY: RETAIL SALES

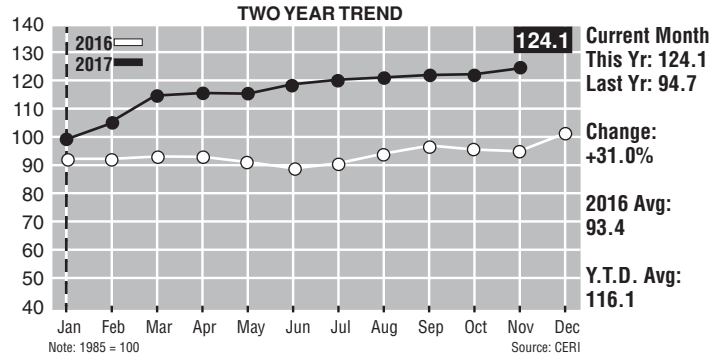
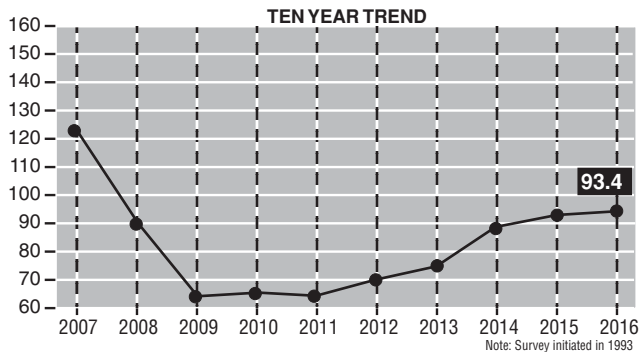


Current Month
This Yr:
\$4,561,000
Last Yr:
\$4,608,000
Change: **-1.0%**
Cumulative
to Date
This Yr:
\$40,674,000
Last Yr:
\$42,863,000
Change: **-5.1%**

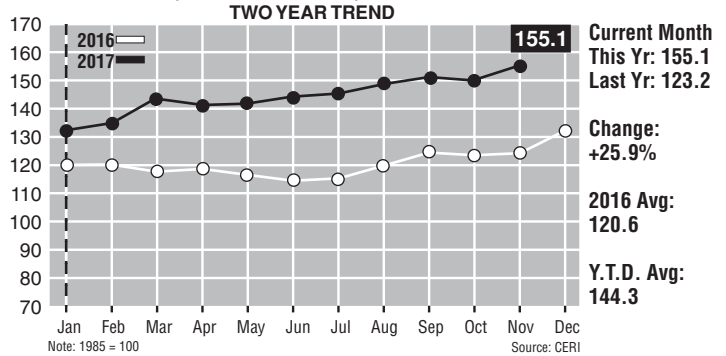
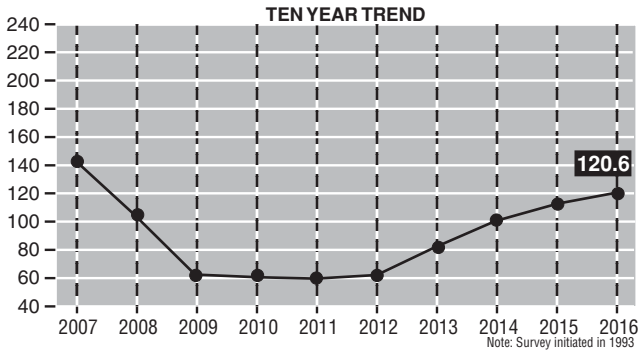
JOHNSON COUNTY: BUSINESS EXECUTIVES' CONFIDENCE



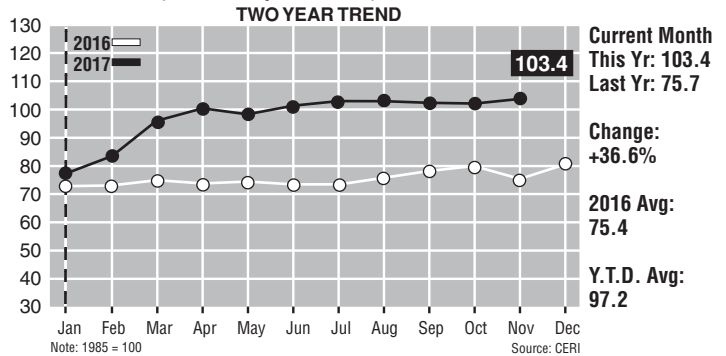
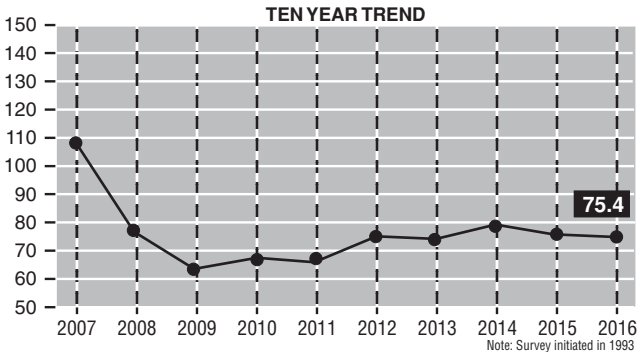
JOHNSON COUNTY: INDEX OF CONSUMER CONFIDENCE



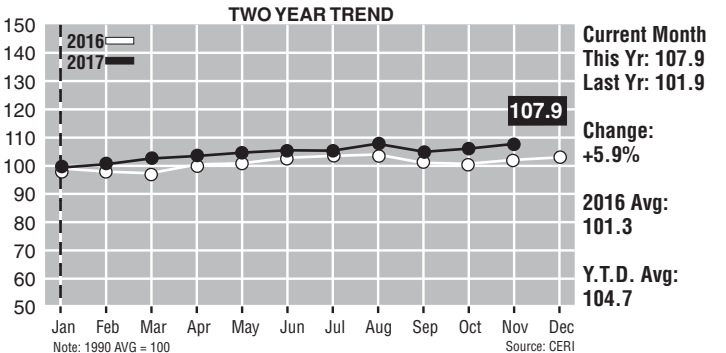
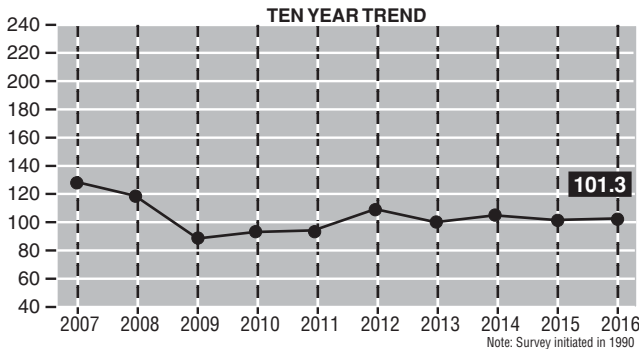
JOHNSON COUNTY: INDEX OF CONSUMER CONFIDENCE (Present Situation)



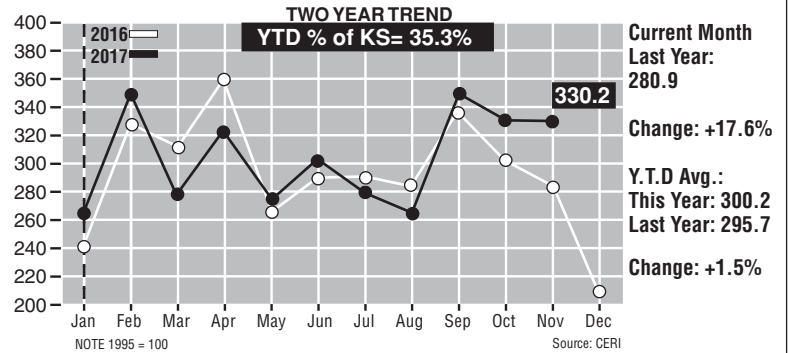
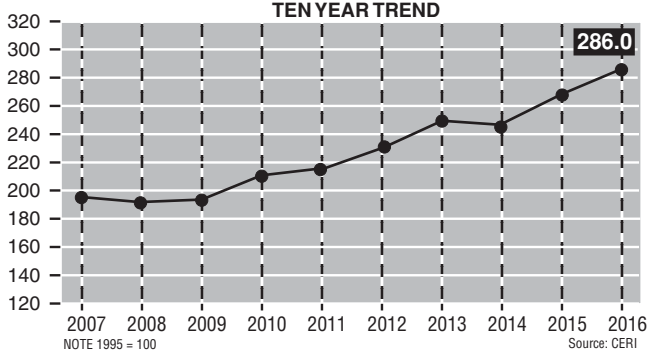
JOHNSON COUNTY: INDEX OF CONSUMER CONFIDENCE (Future Expectations)



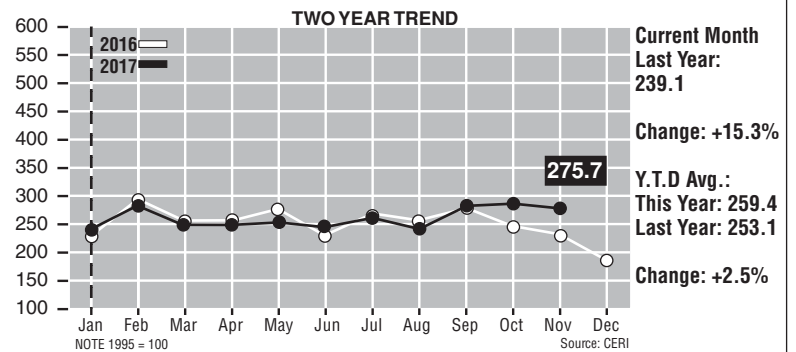
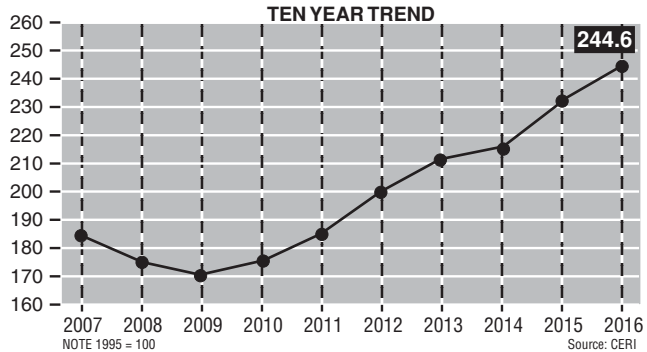
JOHNSON COUNTY: INDEX OF HELP WANTED ADVERTISING



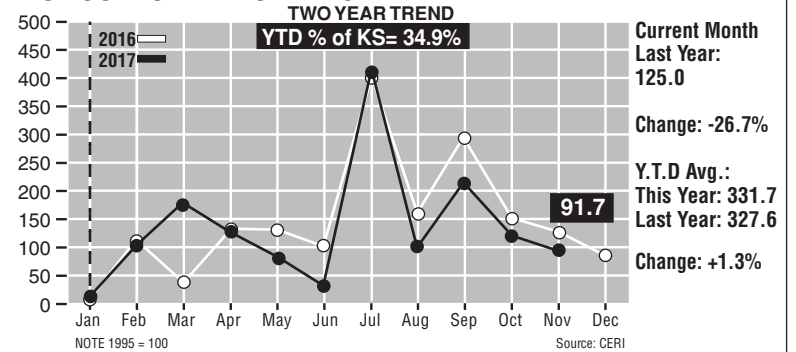
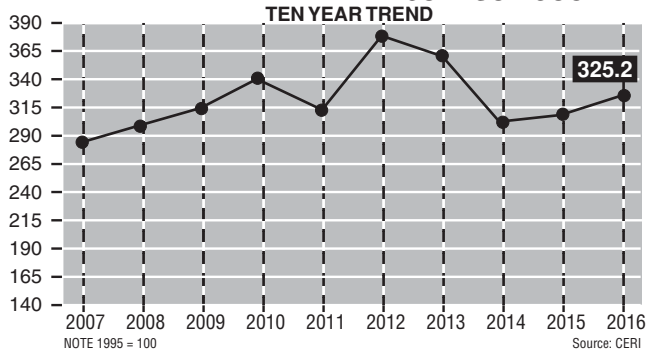
JOHNSON COUNTY: INDEX OF CORPORATE FORMATION



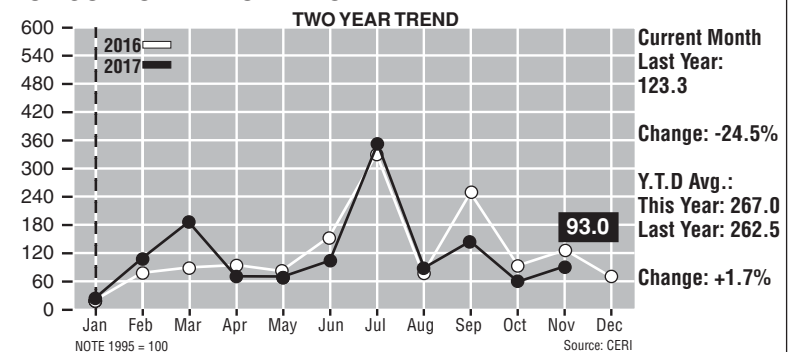
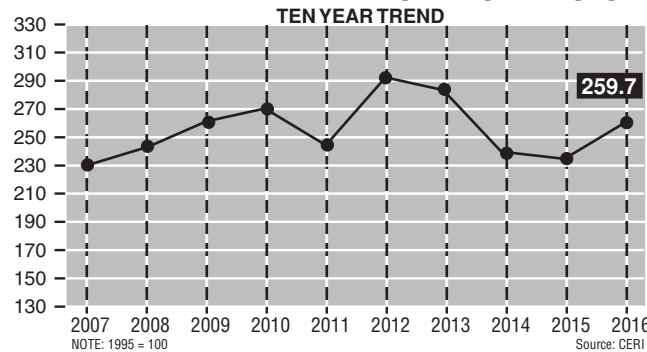
STATE OF KANSAS: INDEX OF CORPORATE FORMATION



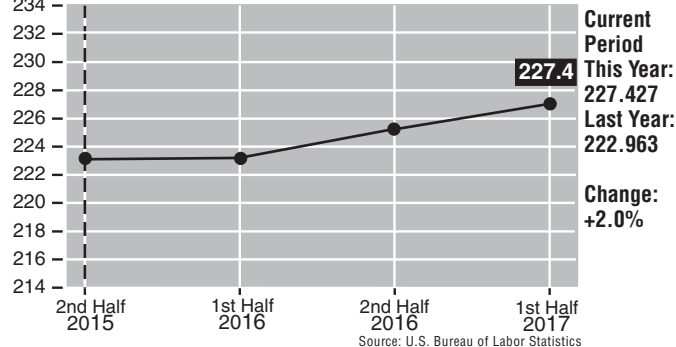
JOHNSON COUNTY: INDEX OF CORPORATE FORFEITURE



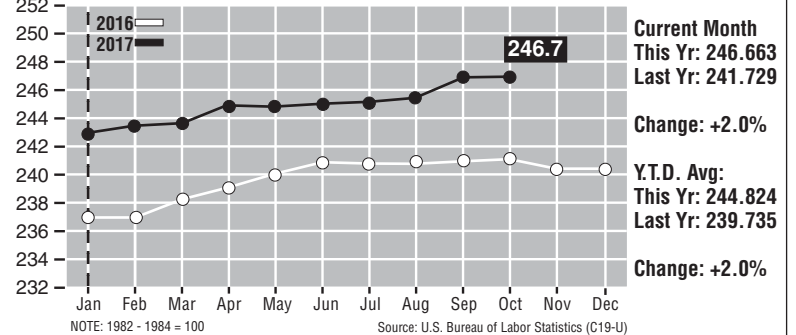
STATE OF KANSAS: INDEX OF CORPORATE FORFEITURE



KANSAS CITY METRO: CONSUMER PRICE INDEX



THE NATION: CONSUMER PRICE INDEX



Monthly Financial Status Report

November 2017



KEY REVENUE INDICATORS OVERVIEW—ALL FUNDS

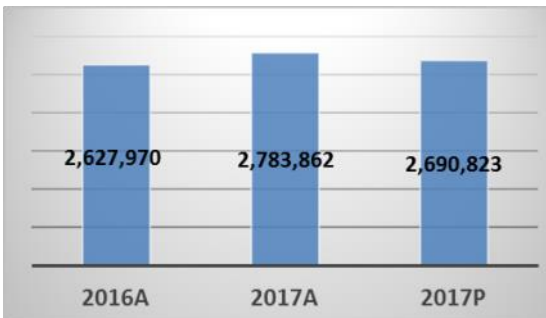
PROPERTY TAX

The ad valorem tax revenues are derived from taxes levied on real property, personal property and state assessed utilities. This is one of the largest revenue sources for the City of Roeland Park, with ad valorem taxes levied for the General and Bond Funds. Property tax collections for 2017 through November generated \$1.9 million, a 5.2% increase over the 2016 collections. The November distribution of ad valorem is generally negative as it reflects corrections from BOTA proceedings. Projections year-to-date reflect 83% of the year. Because the City receives property tax allocations from the County primarily twice a year in January and June, the Budget figure in the graph reflects a full year of collections.



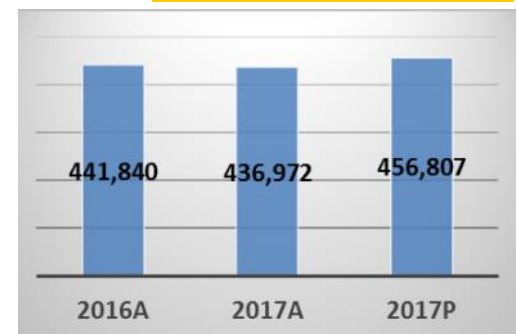
SALES/USE TAX

The City receives 1.25 cent sales tax for general purposes with the following allocation: 1/2 cent - street infrastructure (27A), 1/8 cent - community center operations and improvements (27C), 1/4 cent - general infrastructure (27D), and 3/8 cent - General Fund (27B). In addition, the City receives distributions from the County sales/use taxes, including a portion of the new court tax. As of November, sales taxes, excluding those in TDDs and the CID, are 5.9% higher than this time last year and 3.5% higher than mid-year projections. Overall, we anticipate exceeding budget projections for the year slightly.



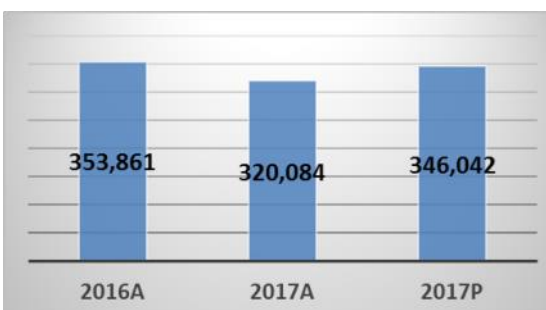
FRANCHISE FEES

Franchise agreements are long term and result in payments to the City of 5% of utility fees. All franchise fee revenues are credited to the General Fund. Collections are 1.1% lower than they were in 2016 through November and are 5.6% below projections this year. However, November reflects only 10 months of electric, which is the largest fee collected. Gas is the only utility reflecting growth from the prior year through November due to the low collection rate last year. All other utilities are down between 2% (Cable) and 22% (video).



COURT FINES

Court fines and fees represent about 7% of General Fund revenue. Court fines are down 9.6% in 2017 compared to the prior year. The decline is due to a lower fee schedule than the prior year as well as fewer tickets being issued. In 2016 officers issued 2,781 tickets through October and the same period in 2017 yielded 2,536 tickets. The Department had unusually high turnover due to retirements and hired three new officers this year. That combined with a few officers on light duty or out on injury, there were fewer police on the streets compared to 2016. However,



POSITIVE

CAUTION

NEGATIVE

*Graphs indicate 2016 and 2017 Actuals and 2017 Projected

Monthly Financial Status Report

November 2017



GENERAL FUND OVERVIEW

REVENUE

General Fund revenue collected through November 2017 is \$4,881,566. Revenue is up \$23,327 compared to the prior year. However, after controlling for transfers, revenues are up \$125,411 or 2.6% from 2016. As of November, revenues exceed expectations as we have collected nearly 95% of our total annual revenue projections while being 92% through the year.

Fines and forfeitures are down from the prior year as noted on the first page. Sales tax revenue is up from the prior year as well, as noted on the first page. Licenses and permit revenue is up 25% from November 2016 as building permits are up 24% from last year. Revenues from street cuts is nearly three times the amount collected in November 2016. The city received the \$15,000 fee from the cell tower lease renewal which is reflected in the Other Income category. Other income consists of lease revenues from the cell tower and third floor suites, solid waste collections, police reports, reimbursed expenses and miscellaneous revenue.

General Fund Operating

Department	Actuals			As of November 30, 2017 (92% of budget year)		
	2016 YTD	2017 YTD	Difference	2017 Projections	% of 2017 Total Projected Budget	\$ Diff Compared to 2017 Projections
BEGINNING FUND BALANCE	\$ 2,287,719	\$ 2,696,653	\$ 408,934			
Revenues						
Property Taxes & Assessments	\$ 1,566,440	\$ 1,643,454	\$ 77,014	\$ 1,654,103.00	99.36%	\$ (10,649)
Franchise Fees	\$ 441,840	\$ 436,972	\$ (4,868)	\$ 498,335	87.69%	\$ (61,363)
Intergovernmental/Grants	\$ 200,075	\$ 211,638	\$ 11,563	\$ 211,200	100.21%	\$ 438
Sales Tax	\$ 1,385,706	\$ 1,428,673	\$ 42,967	\$ 1,520,000	93.99%	\$ (91,327)
Licenses and Permits	\$ 105,465	\$ 131,416	\$ 25,950	\$ 176,500	74.46%	\$ (45,084)
Fines/forfeitures	\$ 353,861	\$ 320,084	\$ (33,777)	\$ 377,500	84.79%	\$ (57,416)
Other/Interest Income	\$ 702,768	\$ 709,329	\$ 6,561	\$ 717,969	98.80%	\$ (8,640)
Transfers In	\$ 102,084	\$ -	\$ (102,084)	\$ -	100.00%	\$ -
TOTAL REVENUES	\$ 4,858,239	\$ 4,881,566	\$ 23,327	\$ 5,155,607	94.68%	\$ (274,041)
Expenditures						
General Overhead	\$ 1,018,940	\$ 1,284,871	\$ 265,931	\$ 1,680,086	76.48%	\$ 395,215
Police Department	\$ 944,905	\$ 911,004	\$ (33,901)	\$ 1,054,895	86.36%	\$ 143,891
Court	\$ 93,696	\$ 92,289	\$ (1,407)	\$ 117,155	78.78%	\$ 24,866
Neighborhood Services	\$ 106,072	\$ 110,406	\$ 4,334	\$ 125,291	88.12%	\$ 14,885
Administration	\$ 246,430	\$ 268,132	\$ 21,702	\$ 292,141	91.78%	\$ 24,009
Public Works	\$ 524,710	\$ 661,360	\$ 136,650	\$ 691,268	95.67%	\$ 29,908
Employee Benefits	\$ 648,716	\$ 671,639	\$ 22,923	\$ 769,482	87.28%	\$ 97,843
City Council	\$ 46,857	\$ 48,719	\$ 1,862	\$ 56,020	86.97%	\$ 7,301
Solid Waste	\$ 396,729	\$ 380,300	\$ (16,429)	\$ 459,245	82.81%	\$ 78,945
TOTAL EXPENDITURES	\$ 4,027,055	\$ 4,428,720	\$ 401,665	\$ 5,245,583	84.43%	\$ 816,863
INCREASE/DECREASE TO FUND BALANCE	\$ 831,184	\$ 452,846				
ENDING FUND BALANCE	\$ 3,118,903	\$ 3,149,499	\$ 30,596			

Fund Balances reflect unrestricted cash. An additional \$157,500 is being held for pool debt which will return to the General Fund as unrestricted in 2019 after the debt is retired. This figure also includes \$1.41 million for the Sales Tax Loss Reserve

Monthly Financial Status Report

November 2017



GENERAL FUND OVERVIEW (CONT)

EXPENDITURES

General Fund expenditures through November of 2017 are 10% higher than this time last year. Through November the City has spent 84% of projected expenditures, which is well below the budgeted target. The reason for the increase in expense over last year is due to increases in the transfers to other funds. Council approved a loan to TIF 2 and 3 funds to cover temporary shortfalls, a new transfer to the Special Infrastructure Fund which shifts excess revenues over our 25% reserves to CIP funds, and an increase in transfers to the Equipment Reserve fund to cover additional repairs at the Aquatic Center. However, the December financial statements will reflect a reversal of transfers to TIF 3 since the timeline for the project has been extended.

The reduced expense in the Police Department is due to fewer transfers to the Equipment Reserve Fund from the prior year. The additional expense in Public Works is due to the addition of contract street maintenance of \$210,000 to the budget in 2017 that was not included in 2016. December will reflect additional transfers to the Solid Waste Department as well as the Special Highway Fund for the leaf program and street maintenance staff time respectively. Other major expenses include transfers to other funds as previously noted and annual property/liability insurance that was paid in June (\$40,832). Yet to be paid from the General Fund is the annual pool operating loss which is estimated to be approximately \$158,000 for the City's portion. The annual debt service of \$211,860 for the was also a major expense from the General Fund in November.

Pooled Cash & Investments

Type of Investment	Actual %	Market Value	Yield to Maturity
Fixed Income			
Government Bonds	3%	\$ -	0%
Agency Bonds	79%	\$ 7,203,959	2%
Cash and Equivalents			
TD Ameritrade and US Bank	18%	\$ 1,003,817	0%
Total Portfolio		\$ 8,207,776	1%
Accrued Interest Year-to-Date as of November 30, 2017		\$ 69,840	

Starting in December 2015 the City began to invest its idle cash using Columbia Capital Management as the City's asset managers. The City's initial investment was \$2,423,718. The City now has a total of \$7,203,959 invested. The City transferred \$500,000 from the investment account to the City's bank account to cover the debt service payments made in November. The Cash and Equivalents value illustrates the amount held in cash in the City's bank and investment accounts. Actual interest accrues at bond maturity. The yield to maturity is the anticipated return on a bond if held to maturity expressed in annual rate percentage terms. Year-to-date performance through the month of November reflects accrued interest of \$69,840. Through third quarter, the City has paid Columbia Capital \$13,200 in management fees. This is based on a three-month average balance charged at a 0.20% annual rate. The majority of all investment revenues from matured assets are reinvested in the City's portfolio.

Monthly Financial Status Report

November 2017



ALL BUDGETED FUNDS ACTUAL COMPARED TO BUDGET/PROJECTIONS

Fund	YTD Actual Revenues	2017 YTD Revenue Projected	Difference	% of Total Projection
General	\$ 4,881,566	\$ 4,725,973	\$ 155,593	95%
Bond & Interest	\$ 969,171	\$ 923,006	\$ 46,165	96%
Special Highway	\$ 181,799	\$ 167,732	\$ 14,067	99%
Special Street (27A)	\$ 816,336	\$ 805,209	\$ 11,127	93%
Community Center (27C)	\$ 185,386	\$ 169,886	\$ 15,500	100%
Special Infrastructure (27D)	\$ 573,792	\$ 564,392	\$ 9,400	93%
Equip & Building Reserve	\$ 200,002	\$ 198,853	\$ 1,150	92%
TIF 1 A/B-Bella Roe	\$ 1,055,698	\$ 926,020	\$ 129,678	105%
TDD #1 - Price Chopper	\$ 244,861	\$ 247,500	\$ (2,639)	91%
TDD #2 - Lowes	\$ 130,581	\$ 124,667	\$ 5,914	96%
CID #1 - Bella Roe/Walmart	\$ 426,974	\$ 422,308	\$ 4,666	93%
TIF 2A/D-McDonalds	\$ 380,725	\$ 329,780	\$ 50,945	106%
TIC 2C - Valley State Bank	\$ 55,923	\$ 63,593	\$ (7,670)	81%
TIF 3A/C - 4800 Roe/Blvd Apts	\$ 348,727	\$ 595,631	\$ (246,904)	54%
Property Owners Association	\$ 33,847	\$ 31,026	\$ 2,821	100%
TOTAL	\$ 10,485,388	\$ 10,295,576	\$ 189,813	93%

Fund	YTD Actual Expenditures	2017 YTD Expen. Projected	Difference	% of Total Projection
General	\$ 4,428,720	\$ 4,480,284	\$ 51,564	91%
Bond & Interest	\$ 1,096,629	\$ 1,002,453	\$ (94,176)	100%
Special Highway	\$ 101,634	\$ 124,817	\$ 23,183	75%
Special Street (27A)	\$ 474,735	\$ 963,704	\$ 488,969	45%
Community Center (27C)	\$ 102,247	\$ 127,233	\$ 24,986	74%
Special Infrastructure (27D)	\$ 166,216	\$ 357,500	\$ 191,284	43%
Equip & Building Reserve	\$ 136,614	\$ 258,437	\$ 121,823	48%
TIF 1 A/B-Bella Roe	\$ 1,184,113	\$ 1,131,346	\$ (52,767)	96%
TDD #1 - Price Chopper	\$ 145,763	\$ 247,500	\$ 101,737	54%
TDD #2 - Lowes	\$ 64,585	\$ 124,667	\$ 60,082	47%
CID #1 - Bella Roe/Walmart	\$ 86	\$ -	\$ (86)	#DIV/0!
TIF 2A/D-McDonalds	\$ 477,986	\$ 589,884	\$ 111,898	74%
TIC 2C - Valley State Bank	\$ 55,681	\$ 63,593	\$ 7,912	80%
TIF 3A/C - 4800 Roe/Blvd Apts	\$ 212,437	\$ 594,917	\$ 382,480	33%
Property Owners Association	\$ 31,908	\$ 29,219	\$ (2,689)	100%
TOTAL	\$ 8,679,354	\$ 10,095,553	\$ 1,416,199	79%

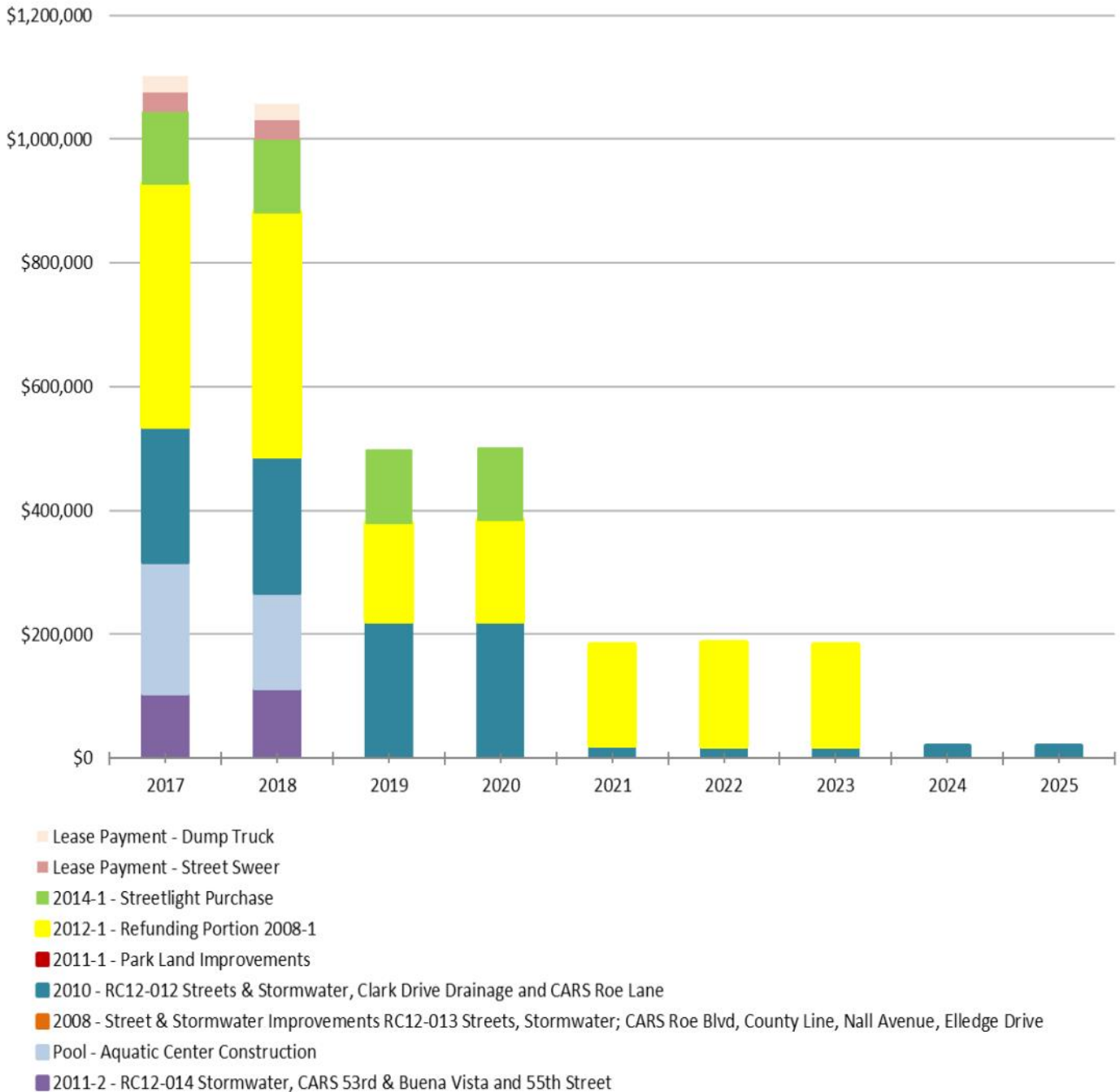
Monthly Financial Status Report

November 2017



DEBT MANAGEMENT

Roeland Park Debt Service 2017 - 2025



*Total Debt is less reimbursements from special assessments. Chart reflects principal & interest payments.

Monthly Financial Status Report

November 2017



BOND & INTEREST—DEBT SERVICE

Debt Issue	Approved by Council	Date Issued	Original Amount	Interest Rate	1/1/2017 Balance (w/ interest)	Date Expire	2017 Total Payment
General Obligations Bonds:							
2010 Bond Issue: RC12-012 Street Improvements RC12-012 Stormwater Improvements Clark Drive Drainage CARS Roe Lane	2004 2004 2007 2008	Aug-10	\$ 3,345,000	1.50-3.50	\$ 2,046,705	12/1/2025	\$ 311,660
2011-2 Bond Issue: RC12-014 Stormwater CARS 53rd & Buena Vista CARS 55th Street	2007 2010 2011	Aug-11	\$ 1,565,000	2.00-3.40	\$ 1,321,530	9/1/2026	\$ 211,598
2012-1 Bond Issue: Refunding Portion 2008-1 (streets/stormwater)	Various See original issue	May-12	\$ 1,970,000	.65-2.4	\$ 2,021,500	12/1/2023	\$ 453,553
2012-1 Bond Issue (not shown on graph) City Hall Improvements - Paid From TIF Proceeds	2011	May-12	\$ 980,000	.65-1.7	\$ 515,675	12/1/2019	\$ 172,510
2014-1 Bond Issue: Streetlight Purchase	2014	Nov-14	\$ 650,000	2.25	\$ 468,183	9/1/2020	\$ 116,969
					\$ 6,373,593		\$ 1,266,290
Capital Lease Obligation*:							
Pool, Refunding		Jan-10	\$ 1,750,000	2.0-4.0%	\$ 366,300	12/1/2018	\$ 211,860
Street Sweeper		Sep-10	\$ 212,550	4%	\$ 31,251	8/1/2018	\$ 62,502
Dump Trucks (2)		Jun-11	\$ 167,788	2.8-3.0%	\$ 26,718	8/1/2018	\$ 53,437
					\$ 424,269		\$ 327,799
Special Obligation Tax Increment							
Revenue Bonds: *Debt service resources are limited to TIF revenues received - City is not liable for debt							
Series 2000, Valley State Bank Project		Feb-00	\$ 695,000	7.00	\$ 357,203		\$ 66,874
Series 2005, Roeland Park Redevelopment LLC Project		Feb-05	\$ 4,495,000	4.60-5.75	\$ 1,980,000		\$ 1,230,456
					\$ 2,337,203		\$ 1,297,330
Revenue Bonds:							
Transportation Development District: *Debt service resources are limited to TDD revenues received - City is not liable for debt							
Sales Tax Revenue Bonds, 2005 - Price Chopper/Shopping Center		Nov-05	\$ 3,555,000	4.50-5.75	\$ 2,291,359	12/1/2025	\$ 263,500
Sales Tax Revenue Bonds, 2006A - Price Chopper/Shopping Center		Jan-06	\$ 1,090,000	5.875	\$ 835,000	12/1/2025	\$ -
Sales Tax Revenue Bonds, 2006B - Lowes		Jan-06	\$ 1,690,000	5.125 - 5.875	\$ 1,106,273	12/1/2025	\$ 131,000
					\$ 4,232,632		\$ 394,500

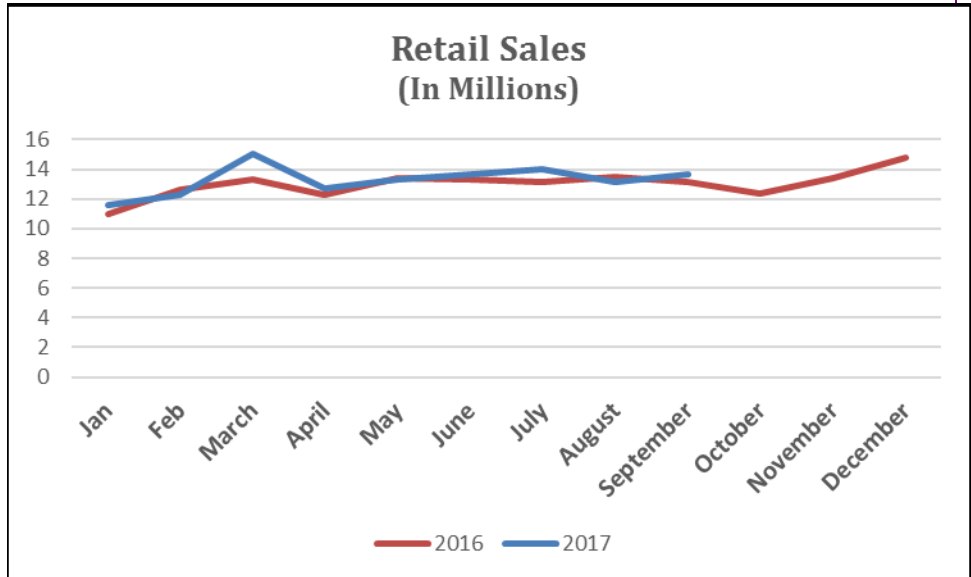
Monthly Financial Status Report

November 2017



COMMUNITY STATISTICS

Retail Sales: The County Economic Research Institute (CERI) provides information for the thirteen largest cities in Johnson County. CERI has provided retail sales figures through September 2017 which shows a 3.4% year-to-date increase compared to this time in 2016. In the month September, retail sales increased 5% from September 2016. Sales tax receipts are remitted by the state and are issued to the City two months after actual collection.



Attached is the latest report from CERI. For the month of September 2017, Johnson County as a whole has seen a 1.7% increase and a 2.3% increase year-to-date compared with 2016.

Building Permits: The City of Roeland Park has seen higher than normal new building construction in recent months. Through third quarter 2017, the City has issued 406 building permits at a value of \$12.4 million which is the highest value we have seen through the third quarter in six years. The primary reason for this increase is due to issuing permits for eight new single family homes in the City plus the construction of the new Commerce Bank and Embree Group hospital which will be operated by St. Luke's Health System. Permits issued and Improvements provide an indicator as to the economic health and reinvestment in the community. The chart illustrates the number and

value of building permits through 3rd quarter comparing the current and prior years. This year marks the first year of significant investment in Roeland Park. In addition to the eight new single family home permits in 2017, 2016 saw an additional three permits for new homes in the City.

Building Permits through 3rd Quarter 2017



Item Number: DISCUSSION ITEMS- II.-10.
Committee 1/22/2018
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 1/18/2018
Submitted By: Staff
Committee/Department: Admin.
Title: **Committee Liaisons Appointments (est. time 5 min.)**
Item Type: Other

Recommendation:

To appoint annual city liaisons appointments to:

MARC - Bike & Pedestrian 2 council members
MARC - First Tier Suburbs 2 council members
NE Animal Control 2 council members
Stormwater Management Advisory Council 1 council member
47th & Mission Road Steering Committee 2 city council members and 1 alternative

These are annual council appointments.

Details:

MARC - Bike & Pedestrian

The Bicycle-Pedestrian Advisory Committee (BAC) reviews the bicycle and pedestrian element of the Metropolitan Transportation Plan. It helps to promote regional bicycle guidelines for the planning, design and construction of facilities.

BPAC also suggests ways for MARC to promote development of bicycle and pedestrian facilities as well as seek to increase bicycle and pedestrian transportation in the region. Committee members Meetings and Activities

The BPAC committee meets regularly on the second Wednesday of each odd-numbered month at 1:30p.m. Meetings are generally held in the MARC offices, 600 Broadway, Suite 200, Kansas City, MO. All meetings are listed on the MARC calendar and are open to the public. Next meeting:

March 14.

<http://www.marc.org/Transportation/Committees/Transportation-Committees/Bike-Ped-Advisory-Council.html>

MARC - First Tier Suburbs

First suburbs are communities where a majority of the housing was built shortly after World War II and limited amounts of undeveloped land exist within the city's boundaries. These communities face common issues related to the age of their private and public infrastructure and their lack of green fields for development. However, they also have a number of assets including strong leadership, strong community institutions and excellent geographic location.

<http://www.marc.org/Community/First-Suburbs-Coalition.html>

NE Animal Control

Stormwater Management Advisory Council

The Board of County Commissioners adopted Board Resolution No. 76-90—creating the Johnson County Stormwater Management Advisory Council (SMAC). SMAC is an advisory group composed of one appointed representative for each of Johnson County's 20 cities as well as non-voting members from the four surrounding counties, Kansas City, MO, and the Mid-America Regional Council. SMAC primarily operates as an advisory body to the Board of County Commissioners and performs the following functions:

- Review recommendations of the Stormwater Management Program
- Make recommendations to the Board of County Commissioners

In addition, SMAC provides the mechanism to complete the following efforts:

- Ensure the stormwater funds collected through the 0.1 percent sales tax levy are consistently applied using the same rational basis without concern for jurisdictional and political boundaries.
- Use the stormwater funds collected through the 0.1 percent sales tax levy to correct the more severe flooding problems throughout the County with cost-effective solutions.
- Provide a think-tank to consider new and innovative ways to properly manage stormwater

<https://www.jocogov.org/dept/public-works/stormwater-management/about-smp/advisory-council>

47th & Mission Road Steering Committee

Every Other Month, 3rd Friday (except in May, 1st Friday)

(16-1602) The mayor shall appoint three members to the committee, with the advice and consent of the city council, and consistent with the qualifications of the Committee. The Committee's preference is one Council Member/Mayor, one Planning Commissioner and one business owner in the corridor. Terms of office are three years. Committee members shall serve their full term, or until a successor is appointed. Committee members may be appointed to more than one successive term. The Committee is responsible for ensuring design standards established within the overlay district and adopted by the Cities of Westwood, Kansas City, Kansas and Roeland Park are met. The Committee reviews any development proposals that occur the corridor and provide recommendations to the developers on appropriate changes and will provide their recommendation to the Planning Commission and Council of the jurisdiction in which the development resides.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Item Number: DISCUSSION ITEMS- II.-11.
Committee 1/22/2018
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 1/3/2018
Submitted By: Kelley Bohon
Committee/Department: Admin.
Title: **Reappointments to Sustainability, Parks, Planning and Community Foundation Committee (est. time 5 min.)**
Item Type: Other

Recommendation:

To reappoint

**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**

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

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
▢ Elizabeth Phelps Kelly	Cover Memo
▢ Cory Coe	Cover Memo
▢ Judy Hyde	Cover Memo
▢ Laura Steele	Cover Memo
▢ Duane Daugherty	Cover Memo
▢ Josey Shaw	Cover Memo

Committee Volunteer Application

wordpress@roelandpark.net on behalf of

City of Roeland Park-Volunteer Form <kbohon@roelandpark.org>

Fri 10/16/2015 1:00 PM

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

Committee Volunteer Application Form

Email:	
Date:	10/16/2015
Name:	Elizabeth Phelps Kelly
Daytime Phone Number:	
Evening Phone Number:	
Address:	5700 Roeland Dr. Roeland Park, Kansas 66205 United States of America
Place of Employment:	Andrews McMeel Universal
How long have you been a resident of Roeland Park?:	1.5 years
How much time do you have to devote per month?:	Several hours
Briefly describe why you are interested in serving on a Board/Committee for the City of Roeland Park:	I've been on the Sustainability Committee for the past year and love it. I want to continue to serve my community.
Select which Board or Committees you are interested in serving on: (only one per application):	Sustainability
Additional, comments: (If any):	
File Upload:	
HTML:	

This email was built and sent using [Visual Form Builder](#).

Committee Volunteer Application

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

Thu 9/29/2016 6:36 PM

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

Committee Volunteer Application Form

Email:	
Date:	09/29/2016
Name:	Cory Coe
Daytime Phone Number:	
Evening Phone Number:	
Address:	5346 sherwood roeland park, kansas 66205 United States of America
Place of Employment:	USD 500
How long have you been a resident of Roeland Park?:	12 years
How much time do you have to devote per month?:	4 hours
Briefly describe why you are interested in serving on a Board/Committee for the City of Roeland Park:	I have young children that enjoy using the parks within the city. I would like to use community input to help keep our parks vibrant and safe for all ages.
Select which Board or Committees you are interested in serving on: (only one per application):	Parks
Additional, comments: (If any):	I have been on the Parks Committee for the last 2 years.
File Upload:	
HTML:	

This email was built and sent using [Visual Form Builder](#).

Committee Volunteer Application

wordpress@roelandpark.net on behalf of

City of Roeland Park-Volunteer Form <kbohon@roelandpark.org>

Thu 11/5/2015 11:53 AM

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

Committee Volunteer Application Form

Email:	
Date:	11/05/2015
Name:	Judy Hyde
Daytime Phone Number:	
Evening Phone Number:	
Address:	5113 W. 58th St. Roeland Park, KS 66205 United States of America
Place of Employment:	retired
How long have you been a resident of Roeland Park?:	43 years
How much time do you have to devote per month?:	varies
Briefly describe why you are interested in serving on a Board/Committee for the City of Roeland Park:	* I'm a current SustComm member and would like to continue to serve RPK. * I'm a member of the small, grassroots group (Citizens Fundraising Initiative for R Park) raising funds to implement phases of the R Park Master Plan. Quality urban greenspace is important to me, and to the health and wellbeing of RPK citizens. * I'm interested in all of the facets of sustainability and in the Community for All Ages pilot program (walkable streets, accessibility, energy conservation, urban gardening, protecting pollinators, recycling, promoting children's love of the natural world, etc.). * I believe that good sustainability practices can attract forward-thinking individuals and families to choose RPK/NE JoCo as a high quality place to live.
Select which Board or Committees you are interested in serving on: (only one per application):	Sustainability
Additional, comments: (If any):	Note: Having difficulty uploading my résumé this year. It's the same as I submitted last year and can be found in the 11/17/14 Council packet, pages 40/41.

Committee Volunteer Application

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

Thu 7/28/2016 3:31 PM

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

📎 1 attachments (251 KB)

Laura-F-Steele-Resume.pdf;

Committee Volunteer Application Form

Email:	
Date:	07/28/2016
Name:	Laura Steele
Daytime Phone Number:	
Evening Phone Number:	
Address:	4917 Rosewood Drive Roeland Park, KS 65202 United States of America
Place of Employment:	BikeWalkKC
How long have you been a resident of Roeland Park?:	7 years
How much time do you have to devote per month?:	Roughly 1-2 evening per month
Briefly describe why you are interested in serving on a Board/Committee for the City of Roeland Park:	I was on the Ad Hoc Bike/Ped committee which was absorbed by the sustainability committee and I would like to continue working on biking and pedestrian issues in Roeland Park.
Select which Board or Committees you are interested in serving on: (only one per application):	Sustainability
Additional, comments: (if any):	
File Upload:	http://www.roelandpark.net/wordpress/wp-content/uploads/Laura-F-Steele-Resume.pdf
HTML:	

Committee Volunteer Application

wordpress@roelandpark.net on behalf of

City of Roeland Park-Volunteer Form <kbohon@roelandpark.org>

Wed 4/27/2016 1:23 PM

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

📎 1 attachments (41 KB)

DuaneDaughertyResume.pdf;

Committee Volunteer Application Form

Email:	
Date:	04/27/2016
Name:	Duane A Daugherty
Daytime Phone Number:	
Evening Phone Number:	
Address:	5229 Howe Drive Shawnee Mission, KS 66205 United States of America
Place of Employment:	Progressive Environmental & Safety Group.
How long have you been a resident of Roeland Park?:	23 years
How much time do you have to devote per month?:	4 to 6 hours
Briefly describe why you are interested in serving on a Board/Committee for the City of Roeland Park:	I have a keen interest personally and professionally in issues involving the environment and liveability of my community. I believe I have broad-based perspective to bring to discussions on these matters.
Select which Board or Committees you are interested in serving on: (only one per application):	Sustainability
Additional, comments: (If any):	
File Upload:	http://www.roelandpark.net/wordpress/wp-content/uploads/DuaneDaughertyResume.pdf
HTML:	

Committee Volunteer Application

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

Wed 8/9/2017 12:33 AM

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

Committee Volunteer Application Form

Email:	-
Date:	08/09/2017
Name:	Josey Shaw
Daytime Phone Number:	
Evening Phone Number:	
Address:	5213 El Monte St. Roeland Park, KS 66205 United States of America
Place of Employment:	
How long have you been a resident of Roeland Park?:	Less than 1 year
How much time do you have to devote per month?:	The amount could vary but I would say between 10 to 12 hours per month
Briefly describe why you are interested in serving on a Board/Committee for the City of Roeland Park:	I am a new resident to Roeland Park - we are first time homeowners and have a lot of pride in where we live. I have always had an interest in local government and I believe that participating on a board or committee would provide an opportunity for some experience in that area. My background is in architecture and I felt that the planning commission might be a good fit and an area where I could contribute the most. I am most interested in getting to know our community more and contributing in a positive manner.
Select which Board or Committees you are interested in serving on: (only one per application):	Planning Commission
Additional,	I read of an available position for the Planning Commission today (08.08.2017) and it specified a volunteer from

comments: (If any):	Ward 1. I know my address locates me in Ward 2 however I wanted to reach out to see if there were other similar opportunities or perhaps at a later date.
File Upload:	
HTML:	

This email was built and sent using [Visual Form Builder](#)

Item Number: DISCUSSION ITEMS- II.-12.
Committee 1/22/2018
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 1/12/2018
Submitted By: Keith Moody
Committee/Department: Admin.
Title: **Review 2017 Objectives Performance Summary and 2018 Objectives Progress Summary (est. time 5 min.)**
Item Type: Discussion

Recommendation:

No action is anticipated.

Details:

Attached is the Performance Review and Summary as well as the year end Progress Summary for the 2017 Objectives. Recall we had 20 2017 objectives, with six of those objectives being incomplete at year end. 5 of those 6 will continue to be worked on in 2018. All 6 have reasonable justifications for them remaining incomplete.

14 of the 20 objectives were completed, with 11 being completed within the established deadline. This is an area we can improve upon. Deadlines are established by the objective submitter and therefore each objective should be completed by the established deadline.

All 14 of the objectives completed were within the established budget, which is very good, resulting in a savings of \$11,292.

2017 marked the first year of the City employing a Goals and Objectives method of setting priorities. I hope everyone found the process beneficial in maintaining focus as well as enhancing communications to our residents. I expect fewer "incomplete" and fewer "after deadline" completions in 2018.

Also attached is the Progress Summary for the 2018 Objectives. Note at the bottom are the incomplete 2017 Objectives, we will continue working on these. This makes for a very full plate in

2018.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
📎 2017 Performance Review	Cover Memo
📎 2017 Progress Summary	Cover Memo
📎 2018 Progress Summary	Cover Memo

Performance Review and Summary
2017 Objectives

	Number	Percentage
<i>Number of Tasks to be completed:</i>	20	
Tasks Incomplete	6	30%
Tasks Completed on or before Deadline	11	55%
Tasks Completed after Completion Deadline	3	15%
Tasks Completed on or under Cost Estimate	14	70%
Tasks Completed over Cost Estimate	0	0%
Total Over/(Under) Budget		\$ (11,292)

**Goals and Objectives for Fiscal Year 2017
Roeland Park, Kansas**

Page 1

Progress Summary: 1/12/18

								Completion Index	
Objective ID	Description	Responsible Party	Cost Estimate	Actual Cost	(Under) or Over Estimate	Completion Deadline	Status- Date Completed	Cost	Deadline
								0=Incomplete	0=Incomplete
								1=UNDER 2= On 3=OVER	1= Early 2= On Time 3= Late
A	1 Deter and Reduce Crime Through Community Policing Philosophy	Police Chief	\$ -	\$ -	\$ -	9/1/17	Updated UCR reports that show a decrease in crime 2014-2016 from previous years starting in 2006.	2	2
A	2 Complete a Citizen Satisfaction Survey	City Administrator	\$ 15,000	\$ 15,000	\$ -	8/30/16	Completed 9/30/16.	2	3
A	3 Develop a Networking Opportunity for the Roeland Park Business Community	Economic Development Committee	\$ 2,500	\$ 366	\$ (2,134)	6/30/17	First meeting set for the morning of 11/2/17 at Cici's.	1	3
B	1 Invest in Street Maintenance	Public Works Director	\$ 325,000	\$ 325,000	\$ -	11/30/17	McAnany construction completed the on-going UBAS on 50th Ter on 8/04/17. Harbour Construction completed chipseal on 9/01/17. 2017 Street Maintenance Program is complete.	1	2
B	2 Issue \$2 million in GO Bonds	Finance Officer, Public Works Director, City Administrator	\$ 150,000			12/31/17	Council has elected a pay as you go approach to funding capital as part of 2018 budget. Bond issue anticipated for 2017 will not occur.	0	0
B	3 Find new location for Public Works	City Administrator	\$ 1,000,000			7/31/17	We are looking at options currently available. Over 30 sites considered.	0	0
B	4 Repair/Removal/Replacement of Public Art	Arts Committee, City Administrator	\$ 5,000	\$ -	\$ (5,000)	11/30/17	Art committee provided inventory and plan for maint and disposition. PW disposed of 1 item and relocated 1 item 10/31/17.	1	1
B	5 Replace Tennis Courts at R Park	Pubic Works Director	\$ 150,000			11/30/17	City received one bid on 9/11/17 in an amount of \$236,800. Project rebid 1-10-18. If approved project would be completed in spring of 2018 with a cost to the city that is \$10,000 more than anticipated.	0	0
B	6 Stormwater Network Inspection/Condition Rating	Pubic Works Director	\$ 20,000			11/30/17	Staff held off starting this in 2017 because the SMAC committee is considering funding inspection programs through the County. If SMAC does not commit to moving forward in the 1st Qtr. of 2018 the City will move forward on its own as initially planned.	0	0
C	1 Establish Participation in the JOCO Mental Health Co-Responder Program	Police Chief	\$ 7,100	\$ 7,100	\$ -	3/14/17	Approved agreement 6/20/16. Began operation 3/1/17.	2	2
C	2 Provide a Strategy for Reducing Traffic Accidents	Police Chief	\$ -	\$ -	\$ -	12/31/17	Continuous enforcement efforts in school zones and targeted problem areas. New schedule for 2017 STEP dates reviewed.	2	2

**Goals and Objectives for Fiscal Year 2017
Roeland Park, Kansas**

Page 2

Progress Summary: 1/12/18

								Completion Index	
								Cost	Deadline
								0=Incomplete	0=Incomplete
								1=UNDER	1= Early
								2= On	2= On Time
								3=OVER	3= Late
Objective ID	Description	Responsible Party	Cost Estimate	Actual Cost	(Under) or Over Estimate	Completion Deadline	Status- Date Completed		
D	1 Update City Website	City Clerk	\$ 20,000			3/31/17	As of 8/2017 contract awarded, preliminary design begun. Delayed due to the logo and color pallet not being adopted until 12/2017. Completion is anticipated in the first quarter of 2018.	0	0
D	2 Purchase Tablets for Neighborhood Services Field Work	Asst. City Administrator	\$ 2,000	\$ 1,842	\$ (158)	1/31/17	Completed 1/17/2017.	1	1
D	3 Purchase Budget Software	Asst. City Administrator	\$ 3,000	\$ -	\$ (3,000)	2/28/17	Completed 2/28/17- Using our Accountant's software to complete budgeting.	1	2
E	1 Employee Recognition Program: Outstanding Service Award	City Administrator and Admin Committee	\$ 1,000	\$ 1,000	\$ -	2/28/17	Completed 2/20/17.	2	2
E	2 Consider Paid Time Off and Vacation Accrual Changes for Full Time Employees	Department Directors, Department Representatives, Admin Committee	\$ -	\$ -	\$ -	3/31/17	Completed 3/23/17. Employee Advisory Team did not recommend a change based upon survey results from staff.	2	2
F	1 Install a Biking/Walking Trail in Nall Park	Parks Committee and Public Works Director	\$ 15,000	\$ 14,000	\$ (1,000)	12/31/17	Trail opened on 12/10/17.	1	2
G	1 Increase Funding for Community Sponsored Events	City Administrator, Director of Public Works, Citizens Advisory Committee Chairs/Liaisons	\$ 2,000	\$ 2,000	\$ -	1/1/17	Completed 1/1/17 with start of new budget year.	2	2
G	2 Research Trail Connection Opportunities to Existing Johnson County Trail System	Bike Walk Committee	\$ -	\$ -	\$ -	6/30/17	Incorporated with the Master Sidewalk and Bike Plan presented to Council on 9/11/17.	2	3
G	3 Begin Wayfinding Sign Program	Public Works Director, Bike Walk Committee	\$ 12,500			9/30/17	Staff has developed a sign location map and is moving forward with final design to include new city logo (adopted in 12/2017). Staff will install two years of signs in 2018 since we did not get the first of our three year installation completed in 2017.	0	0
Total			\$ 1,730,100	\$ 366,308	\$ (11,292)				

**Goals and Objectives for Fiscal Year 2018
Roeland Park, Kansas**

Page 1

Progress Summary: 1/12/18

							Completion Index	
							Cost	Deadline
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Objective ID	Description	Responsible Party	Cost Estimate	Actual Cost	(Under) or Over Estimate	Completion Deadline	Status- Date Completed	
A	1 Connection through Celebrating Holiday Spirit- install holiday lighting of gateways on Roe, plan for holiday lighting all along Roe	Admin and PW Staff	\$ 2,000			12/1/18		
A	2 Monthly Communications Report and Public Engagement Plan	Admin Staff	\$ 10,000			6/30/18	Communications plan completed, base performance established as benchmark. Monthly performance reports will follow.	
A	3 Evaluation of NOVUS and Potential Meeting Management Software	Admin Staff	\$ 5,000			3/31/18		
A	4 Electronic Voting Log System for Council Chambers	Admin Staff	\$ 4,500			2/28/18		
B	1 Provide Maintenance, Removal or Add New Public Art	Public Works Director	\$ 10,000			11/30/18	Public works is collecting estimates to repair the bases of a couple of items identified as needing repair in 2017.	
B	2 Phased Development Plan for R Park and Design of 1st Phase	Park Committee & PW Director	\$ 26,000			11/30/18		
B	3 Identify and Complete High Priority Sidewalk Extension Project	Public Works Staff	\$ 130,000			6/30/18	Incorporated into the design scope of the CDBG funded Birch street mill and overlay project.	
C	1 Install Shade Structures at R Park, Granada Park and Aquatic Center	Public Works Director	\$ 38,000			10/31/18		
C	2 Dead Tree Removal at Nall Park	Public Works Director	\$ 30,000			3/31/18		
C	3 Business District Crime Prevention Initiative	Police Chief	\$ 7,500			7/1/18	Additional police presence in the district implemented 1/1/18. Crime stats during the first six months of 2018 will be compared to the same period of 2017 to determine impact of the program.	
C	4 Increase Police Visibility in Neighborhoods	Police Chief	\$ -			12/31/18		
D	1 Pilot Program- Increase Roeland Park Newsletter to 8 Issues per Year	Admin Staff	\$ 13,200			12/15/18		
D	2 Apply and Achieve GFOA Distinguished Budget Presentation Award for 2019 Budget	Asst. City Administrator	\$ 200			12/1/18	Review of GFOA requirements complete, assembly of required sections begun.	
E	1 Add Automated Time and Attendance to Payroll Program	City Clerk	\$ 5,000			1/1/18	Staff has interviewed local service providers and sat through demos. Pricing comparison has been compiled. A preferred vendor identified. Scope and fee under review prior to submittal for approval to Council.	3
E	2 Provide Emergency Response Benefit to Staff	City Clerk and PW Director	\$ 500	\$ 500	\$ -	1/1/18	Completed with effective date of 1/1/18.	2 2

Goals and Objectives for Fiscal Year 2018
Roeland Park, Kansas

Progress Summary: 1/12/18

Objective ID	Description	Responsible Party	Cost Estimate	Actual Cost	(Under) or Over Estimate	Completion Deadline	Status- Date Completed	Completion Index	
								Cost	Deadline
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F	1 Become a Member of ICLI (Local Governments for Sustainability)	Sustainability Committee	\$ 700	\$ 600	\$ (100)	1/31/18	Completed 1/23/18.	2	2
F	2 Reflect Update to Comprehensive Plan for 2019 in CIP	City Administrator, Governing Body, Planning Commission	\$ -	\$ -	\$ -	1/1/18	Completed with Adoption of 2018 budget.	2	2
G	1 Implement Branding Launch Plan	City Administrator	\$ 24,000			12/31/18			
G	2 Interface Modules Between Receipts, Credit Transactions, General Ledger and Court	Assistant City Admin., City Clerk, Court Clerk	\$ 3,000			1/1/18	Cost of an interface between court and receipts is \$3,500, based upon this staff is looking at the cost of other software providers with both court and receipts modules to determine if a change in vendor is more cost effective.		
G	3 Purchase Street Maintenance Equipment-Trailer and Asphalt Float	Public Works Director	\$ 21,000			3/31/18			
	Total		\$ 330,600	\$ 1,100	\$ (100)				

Incomplete Objectives from 2017:

B	3 Find new location for Public Works	City Administrator	\$ 1,000,000			7/31/17	We are looking at options currently available. Over 30 sites considered.	0	0
B	5 Replace Tennis Courts at R Park	Pubic Works Director	\$ 150,000			11/30/17	City received one bid on 9/11/17 in an amount of \$236,800. Project rebid 1-10-18. If approved project would be completed in spring of 2018 with a cost to the city that is \$10,000 more than anticipated.	0	0
B	6 Stormwater Network Inspection/Condition Rating	Pubic Works Director	\$ 20,000			11/30/17	Staff held off starting this in 2017 because the SMAC committee is considering funding inspection programs through the County. If SMAC does not commit to moving forward in the 1st Qtr. of 2018 the City will move forward on its own as initially planned.	0	0
D	1 Update City Website	City Clerk	\$ 20,000			3/31/17	As of 8/2017 contract awarded, preliminary design begun. Delayed due to the logo and color pallet not being adopted until 12/2017. Completion is anticipated in the first quarter of 2018.	0	0
G	3 Begin Wayfinding Sign Program	Public Works Director, Bike Walk Committee	\$ 12,500			9/30/17	Staff has developed a sign location map and is moving forward with final design to include new city logo (adopted in 12/2017). Staff will install two years of signs in 2018 since we did not get the first of our three year installation completed in 2017.	0	0

Item Number: DISCUSSION ITEMS- II.-13.
Committee 1/22/2018
Meeting Date:



City of Roeland Park

Action Item Summary

Date:	1/19/2018
Submitted By:	Keith Moody
Committee/Department:	Admin.
Title:	Approval to Pay Invoice for Northeast Animal Control Commission for 2018 and Designation of Representative to the Board (est. time 5 min.)
Item Type:	Other

Recommendation:

Staff recommends paying to NEJC Animal Control fees for 2018 service and appointing a primary and alternate representative to their Board.

Details:

Roeland Park is a member of the NEJC Animal Control Agency. Roeland Park began looking at alternative methods of delivering animal control services in 2017. At the request of the NEJC Animal Control Board Roeland Park agreed to continue our membership through the end of 2018. This will provide adequate time for NEJC Animal Control to consider alternative service delivery methods that could prove to be a cost savings to all of their members and provide sufficient notice to the members if Roeland Park will not continue membership.

Mission and Roeland Park are the two largest members of NEJC Animal Control and therefore if either city were to withdraw its membership this would have a material impact on the funding requirements of the remaining members. Roeland Park's portion of the 2018 fee is \$55,441.62. This cost is below what the City would pay for a single full time animal control officer, so there is benefit to providing this service on a regional basis.

The representatives for the NEJC Animal Control Board should be prepared to work on reviewing alternative methods of service delivery, weighing the pros and cons of those alternatives while being conscious of the history that this agency has within the northeast.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
 2018 NEAC Agreement	Cover Memo



Northeast Animal Control Commission

Fairway – Mission – Mission Woods – Roeland Park – Westwood – Westwood Hills

Dispatcher
(913) 782-0720

Administrative
(913) 676-8300

6090 Woodson Road
Mission KS 66202

January 3, 2018

Greetings,

Enclosed you will find two documents. The first is the annual per capita invoice for services provided by NEACC. The \$8.17 per person rate stayed the same for 2018. Also enclosed is a form for each city to designate their primary and alternate representative to NEACC. The alternate is important so your city can have a voting member present during NEACC meetings if the primary representative is unable to attend.

Please return the Designation of Representative form to Dan Madden via fax (913-722-3011) or e-mail to dmadden@missionks.org. I know several cities will have new representatives due to changes in city council members, so the sooner I know who will be serving on the NEACC board; the sooner I can schedule the 4th quarter meeting.

Invoice payment is due by February 1, 2018.

Sincerely,

A handwritten signature in black ink, appearing to read "Dan Madden", is written over a light blue horizontal line.

Captain Dan Madden
913-676-8311



Northeast Animal Control Commission

Fairway – Mission – Mission Woods – Roeland Park – Westwood – Westwood Hills

Dispatcher
(913) 782-0720

Administrative
(913) 676-8300

6090 Woodson Road
Mission KS 66202

January 3, 2018

INVOICE

2018 Per Capita Payment

(Certified by the State of Kansas, Division of the Budget on July 1, 2017)

CITY OF ROELAND PARK

Population: 6,786

General Operating Per Capita Rate: $\$8.17 \times 6,786 \text{ residents} = \$55,441.62$

Total Amount due Northeast Animal Control Commission: **\$55,441.62**

Please make check payable to Northeast Animal Control Commission

Remit to:
Northeast Animal Control Commission
6090 Woodson Street
Mission, KS 66202

Payment due by: February 1, 2018



Northeast Animal Control Commission

Fairway – Mission – Mission Woods – Roeland Park – Westwood – Westwood Hills

Dispatcher
(913) 782-0720

Administrative
(913) 676-8300

6090 Woodson Road
Mission KS 66202

NEACC Representative Designation

City: _____

Primary Representative

Name: _____

E-Mail address: _____

Telephone number: _____

Cell phone number: _____

Home Address: _____

Alternate Representative

Name: _____

E-Mail address: _____

Telephone number: _____

Cell phone number: _____

Home Address: _____

Item Number: DISCUSSION ITEMS- II.-14.
Committee 1/22/2018
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 1/19/2018
Submitted By: Mike Kelly
Committee/Department: Admin.
Title: **Discussion on Events Committee (est. time 5 min.)**
Item Type: Other

Recommendation:

Each council member please bring name of one candidate to the February 5 workshop for the events committee.

Details:

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
☐ events committee	Cover Memo

ARTICLE 10. - COMMUNITY EVENTS COMMITTEE

Sec. 1-1001. - Purpose.

The purpose of the Community Festival Committee is to make recommendations to the City Council concerning the annual community festival and such other community events as may from time to time be sponsored, endorsed and/or planned by the City.

(Ord. No. 711, § 1; Code 2013)

Sec. 1-1002. - Creation and Establishment.

There is hereby created and established a Community Events Committee for the City which shall consist of two members of the City Council and up to eight additional individuals, of which at least six shall be residents of the City. All of the individuals shall be nominated by the Mayor and approved by the City Council. The terms of all members shall be for one year beginning January 1st of each year. In the event a vacancy should occur during the term of any member, his or her successor shall be appointed in the same manner for the unexpired portion of the term. There shall be no limitation on the number of times an individual may be re-appointed. Any member of the Committee may be removed at any time by a majority vote of the City Council. Neither the Committee nor any individual member shall have any authority to financially obligate, commit or contract on behalf of the City.

(Ord. No. 710, § 2; Code 2013)

Sec. 1-1003. - Compensation.

Members of the Community Events Committee shall serve without compensation. ;hn0; (Ord. No. 710, § 3; Code 2013)

Sec. 1-1004. - Duties and Responsibilities.

It shall be the responsibility of the Community Events Committee to plan, organize and carry out community events as may from time to time be sponsored by the City and the coordination and scheduling of events planned by other committees.

(Ord. No. 710, § 4; Code 2013)

Sec. 1-1005. - Advisors.

The City Council may designate or employ, with or without compensation, such advisors to the Community Events Committee as the City Council shall hereafter determine to be necessary and advisable to accomplish the purposes of this article.

(Ord. No. 710, § 5; Code 2013)

Sec. 1-1006. - Meetings, Rules and Regulations.

The Community Events Committee shall meet at such times and places as it shall agree upon or upon call by the City Council. The Committee shall elect a chair and vice chair at its first meeting of each calendar year. Any bylaws or other rules and regulations relating to its meetings and proceedings must be approved by the City Council. The committee shall keep minutes of its meetings and provide a copy

thereof to the City Clerk. A majority of the members appointed to the Community Events Committee shall constitute a quorum for the transaction of the business of the Committee.

(Ord. No. 710, § 6; Code 2013).

Sec. 1-1007. - Code of Ethics.

The Code of Ethics for Elective and Appointive Offices, as adopted pursuant to Charter Ordinance No. 12, and any amendments thereto, shall apply to the appointed members of the Community Events Committee.

(Ord. No. 710, § 7; Code 2013)