

AGENDA
CITY OF ROELAND PARK, KANSAS
CITY COUNCIL MEETING
ROELAND PARK
Roeland Park City Hall - 4600 W 51st St
December 19, 2016 7:00 PM

Pledge of Allegiance
Roll Call
Modification of Agenda

2016 Budget Amendment

I. Citizens Comments

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

II. Consent Agenda

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

- A. Appropriation Ordinance # 899
- B. October 10, 2016 Special Called City Council Minutes
- C. October 17, 2016 City Council Minutes
- D. November 1, 2016 Special Called City Council Minutes
- E. November 14, 2016 Special Called Council Minutes
- F. On Call City Engineer Selection
- G. Amendment to Salt Dome Agreement
- H. Mowing Contract Extension
- I. Streetlight Maintenance Extension
- J. 2017 Street Maintenance SKW Task Order 35

III. Business From the Floor

- A. **Applications / Presentations**

IV. Mayor's Report

- A. Diversity Proclamation (Erin Thompson and Tim Janssen)

V. Workshop and Committee Reports

- A. Workshop and Committee Summary

VI. Reports of City Liaisons

VII. Unfinished Business

- A. 2017-2019 Tree Service Bid Review
- B. Johnson County Parks and Rec Agreement for Operating the Community Center

VIII. New Business

- A. Ad-Hoc Development Committee Renewal
- B. 1% Arts Direction to Arts Committee
- C. Aquatic Center Ad-Hoc Appointments
- D. Committee Appointments and Reappointments
- E. Roe Blvd Funding Commitment - 1302 Form KDOT Funds
- F. Walmart Remodel Status

IX. Ordinances and Resolutions:

X. Reports of City Officials:

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

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

- A. **Audience Decorum.** Members of the audience shall not engage in disorderly or boisterous conduct, including but not limited to; the utterance of loud, obnoxious, threatening, or abusive language; clapping; cheering; whistling; stomping; or any other acts that disrupt, impede, or otherwise render the orderly conduct of the City Council meeting unfeasible. Any member(s) of the audience engaging in such conduct shall, at the discretion of the Mayor (Chair) or a majority of the Council Members, be declared out of order and shall be subject to reprimand and/or removal from that meeting. Please turn all cellular telephones and other noise-making devices off or to "silent mode" before the meeting begins.
- B. **Public Comment Request to Speak Form.** The request form's purpose is to have a record for the City Clerk. Members of the public may address the City Council during Public Comments and/or before consideration of any agenda item; however, no person shall address the Council without first being recognized by the Mayor (Chair). Any person wishing to speak,

whether during Public Comments or on an agenda item, shall first complete a Public Comment or Request to Speak form and submit this form to the City Clerk before the Mayor (Chair) calls for Public Comments or calls the particular agenda item

1. **Public Comment on Non-Agenda Items.** The Agenda shall provide for public comment about matters that are within the jurisdiction of the City but are not specifically listed on the Agenda. A member of the public who wishes to speak under Public Comments must fill out a Public Comment Request to Speak form and submit it to the City Clerk before the Mayor (Chair) calls for Public Comments.

2. **Public Comment on Agenda Items.** Public comment will be accepted on Agenda items. A member of the public, who wishes to speak on an Agenda item, including items on the Consent Agenda, must fill out a Request to Speak form and submit it to the City Clerk before the Mayor (Chair) calls the Agenda item.

C. **Purpose.** The purpose of addressing the City Council is to communicate formally with the Council regarding matters that relate to Council business or citizen concerns within the subject matter jurisdiction of the City Council. Persons addressing the City Council on an agenda item shall confine their remarks to the matter under consideration by the Council.

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

E. **Time Limit.** In the interest of fairness to other persons wishing to speak and to other individuals or groups having business before the City Council, each speaker shall limit comments to five minutes. If a large number of people wish to speak, this time may be shortened by the Mayor (Chair) so that the number of persons wishing to speak may be accommodated within the time available.

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

G. **Addressing the Council.** Comment and testimony are to be directed to

the Mayor (Chair). Dialogue between and inquiries from citizens at the lectern and individual Council Members, members of staff, or the seated audience is not permitted. Council Members seeking to clarify testimony or gain additional information should direct their questions through the Mayor (Chair). Always speak from the microphone to ensure that all remarks are accurately and properly recorded. Only one speaker should be at the microphone at a time. Speakers are requested to state their full name, address and group affiliation, if any, before delivering any remarks.

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

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

Item Number: Public Hearing--
Committee 12/19/2016
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 12/5/2016
Submitted By: Jennifer Jones-Lacy
Committee/Department: Finance
Title: **2016 Budget Amendment**
Item Type: Other

Recommendation:

Review the proposed 2016 Budget Amendment and set the hearing for the December 19th Council Meeting

Details:

At the end of each fiscal year, staff reviews the budget to determine if any budget amendments are necessary. If the City intends to spend more in any given fund than what was published in the adopted 2016 Budget, Kansas State Budget law requires the City to hold a public hearing to amend the budget.

The only fund projected to exceed the adopted 2016 Budget is the Valley State Bank TIF Fund. This fund is established exclusively to pay debt service on the infrastructure improvements associated with the Mission Bank development. All revenue generated from property taxes goes toward debt service with a nominal amount for administration fees. The 2016 adopted budget projected expenditures to be no greater than \$47,740. The revenues generated in this TIF to date is \$57,598. As a result, this money has been dedicated to fund debt. In order to ensure we do not exceed our budget authority, the attached budget amendment exceeds our budget authority in this fund to \$70,000.

Financial Impact

Amount of Request: N/A

Budgeted Item?	Budgeted Amount: N/A
Line Item Code/Description: N/A	

Additional Information

How does item relate to Strategic Plan?

N/A

How does item benefit Community for all Ages?

N/A

ATTACHMENTS:

Description	Type
 2016 Budget Amendment	Exhibit
 2016 Budget Certification	Exhibit

2016

Notice of Budget Hearing for Amending the

2016 Budget

The governing body of

Roeland Park

will meet on the day of December 19, 2016 at 7 p.m. at City Hall - 4600 W. 51st Street Roeland Park, KS for the purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds.

Detailed budget information is available at City Hall
and will be available at this hearing.

Summary of Amendments

Fund	2016 Adopted Budget			2016 Proposed Amended Expenditures
	Actual Tax Rate	Amount of Tax that was Levied	Expenditures	
Valley State Bank TIF			47,740	70,000
			0	0
			0	0
			0	0
			0	0
			0	0

Jennifer Jones-Lacy

Official Title: Finance Director

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To the Clerk of Johnson, State of Kansas
We, the undersigned, duly elected, qualified, and acting officers of
Roeland Park
certify that: (1) the hearing mentioned in the attached publication was
held;(2) after the Budget Hearing this Budget was duly approved and
adopted as the maximum expenditure for the various funds for the year.

Item Number: Consent Agenda- II.-A.
Committee 12/19/2016
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **Appropriation Ordinance # 899**
Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description



Appropriation Ordinance # 899

Type

Cover Memo

The City of Roeland Park, Kansas

4600 West Fifty-First Street

Roeland Park, Kansas 66205

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

Thursday, December 15, 2016

Appropriation Ordinance - 12/19/2016 - #899

An Ordinance making Appropriation for the payment of certain claims. Be it ordained by the Governing Body of the City of Roeland Park, Kansas:

Section 1: That in order to pay the claims hereinafter stated which have been properly audited and approved, there is hereby appropriated out of the respective funds in the City Treasury the sum required for each claim.

Section 2: This Ordinance shall take effect and be in force from and after its passage. Passed and approved this 19 day of December, 2016.

Attest:

City Clerk

Mayor

Total Appropriation Ordinance	\$	1,679,850.86
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There are sufficient funds in the General Fund to cover general fund expenditures.

Appropriation Ordinance - 12/19/2016 - #899

Vendor	Dept	Acct #	Description	Invoice Description	Check/EFT Date	Amount	Chk #	Check Amount
Advance Auto Parts	106	5211.106	Maintenace & Repair Equipment	Invoice: 5128632731759 / plow light bu	12/15/2016	6.98	66300	6.98
Airgas USA, LLC	106	5214.106	Other Contracted Services	Invoice: 9941143405 /	12/15/2016	85.84	66301	85.84
American Fidelity Assurance Co.	101	2052.101	Supplemental Insurance Payable	Invoice: 1410120A /	11/30/2016	258.33	66251	258.33
American Fidelity Assurance	101	2052.101	Supplemental Insurance Payable	Invoice: B540845 /	11/30/2016	1,185.16	66252	1,185.16
American Municipal Services	103	5214.103	Other Contracted Services	Invoice: 31917 /	11/30/2016	20.10	66253	20.10
Automatic Door Systems	101	5210.101	Maintenace & Repair Building	Invoice: 105681 /	11/30/2016	120.00	66254	120.00
Blue Sky Cleaners	102	5224.102	Laundry Service	Invoice: 11/30/16 /	12/15/2016	259.50	66302	259.50
Kelley Bohon	105	5205.105	Postage & Mailing Permits	Invoice: 11/18/16 KS TURNPIKE /	11/30/2016	15.04	66255	15.04
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	Invoice: 1027830 /	11/30/2016	239.95	66256	785.39
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	Invoice: 1027868 /	11/30/2016	390.44	66256	
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	Invoice: 1027857 /	11/30/2016	25.00	66256	
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	Invoice: 1027858 /	11/30/2016	25.00	66256	
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	Invoice: 1027842 /	11/30/2016	70.00	66256	
Breeden Holdings, LLC	104	5260.104	Vehicle Maintenance	Invoice: 1027872 /	11/30/2016	35.00	66256	
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	Invoice: 1028011 /	12/8/2016	165.90	66286	165.90
The Bullet Hole	102	5206.102	Travel Expense & Training	Invoice: 361899 /	12/8/2016	160.00	66287	160.00
C & C Group	101	5210.101	Maintenace & Repair Building	Invoice: 3253. /	12/15/2016	820.05	66303	820.05
Clarkson Power Flow, Inc.	106	5211.106	Maintenace & Repair Equipment	Invoice: 1003662 / grapple bucket hyd h	12/15/2016	126.68	66304	126.68
Consolidated Communications	101	5202.101	Telephone	Invoice: 11/9/16 /	11/30/2016	551.37	66257	551.37
EJ Equipment, Inc.	106	5211.106	Maintenace & Repair Equipment	Invoice: P03865 / leaf attachment	12/15/2016	1,514.17	66305	3,515.90
EJ Equipment, Inc.	106	5211.106	Maintenace & Repair Equipment	Invoice: P03595 / trackless attachment	12/15/2016	662.15	66305	
EJ Equipment, Inc.	106	5211.106	Maintenace & Repair Equipment	Invoice: P03866 / trackless machine ce	12/15/2016	1,339.58	66305	
Family Support Payment Center	101	2055.101	Employee Garnishment Payable	Invoice: 12/1/16 HARPER /	11/30/2016	328.62	66258	328.62
Family Support Payment Center	101	2055.101	Employee Garnishment Payable	Invoice: 12/15/16 HARPER. /	12/15/2016	328.62	66306	328.62
Fastenal Company	106	5211.106	Maintenace & Repair Equipment	Invoice: MOKC452527 / leaf att.bolts	12/15/2016	2.51	66307	2.51
Galls, LLC	102	5308.102	Clothing & Uniforms	Invoice: 6369587 /	11/30/2016	243.96	66259	978.86
Galls, LLC	102	5308.102	Clothing & Uniforms	Invoice: 6369588 /	11/30/2016	389.95	66259	
Galls, LLC	102	5308.102	Clothing & Uniforms	Invoice: 6369586 /	11/30/2016	344.95	66259	
Galls, LLC	102	5308.102	Clothing & Uniforms	Invoice: 6477761 /	12/8/2016	43.96	66288	43.96
Galls, LLC	102	5308.102	Clothing & Uniforms	Invoice: 6554049 /	12/15/2016	8.76	66308	618.76
Galls, LLC	102	5308.102	Clothing & Uniforms	Invoice: 6563623 /	12/15/2016	610.00	66308	
Goodyear Auto Service Center	102	5260.102	Vehicle Maintenance	Invoice: 171625 /	11/30/2016	1,447.06	66260	1,447.06
Government Finance Officers Associ	105	5206.105	Travel Expense & Training	Invoice: 2837369 /	12/15/2016	85.00	66309	85.00
David J. Grummon, P.A.	103	5209.103	Professional Services	Invoice: 12/6/16 /	12/8/2016	182.00	66289	182.00
Hampel Oil, Inc.	106	5302.106	Motor Fuels & Lubricants	Invoice: 90843574 /	12/15/2016	812.00	66310	812.00
Harbour Construction, Inc.	300	5221.300	Contract Street Maintenance	Invoice: 6/22-11/30/16 /	12/15/2016	90,364.23	66311	90,364.23
Inventory Trading Co.	102	5308.102	Clothing & Uniforms	Invoice: 12511 /	12/8/2016	101.00	66290	301.00
Inventory Trading Co.	103	5308.103	Clothing & Uniforms	Invoice: 12511 /	12/8/2016	200.00	66290	
Johnson County Wastewater	101	5198.101	Sewer	Invoice: 11/10/16 MULTIPLE /	11/30/2016	144.89	66261	400.49

Johnson County Wastewater	106	5198.106	Sewer	Invoice: 11/10/16 MULTIPLE /	11/30/2016	255.60	66261	
Johnson County Government	101	5218.101	IT Services & Communication	Invoice: 107106 /	12/15/2016	4,291.43	66333	4,291.43
Johnson County Housing Services	101	5421.101	Jo Co Home Repair - Major	Invoice: 2016 HOME REHAB PGM /	12/8/2016	8,000.00	66291	12,000.00
Johnson County Housing Services	101	5421.101	Jo Co Home Repair - Major	Invoice: 2016 MINOR HOME REHA /	12/8/2016	4,000.00	66291	
Johnson County Treasurer	101	5427.101	Property Tax Payments	Invoice: 11161581664 /	12/8/2016	120.00	66292	7,776.97
Johnson County Treasurer	101	5427.101	Property Tax Payments	Invoice: 11161026741 /	12/8/2016	3.16	66292	
Johnson County Treasurer	101	5427.101	Property Tax Payments	Invoice: 11161027012 /	12/8/2016	3.99	66292	
Johnson County Treasurer	101	5427.101	Property Tax Payments	Invoice: 11162557249 /	12/8/2016	7,493.83	66292	
Johnson County Treasurer	290	5427.290	Property Tax Payments	Invoice: 11161017505 /	12/8/2016	155.99	66292	
Ka-Comm., Inc.	102	5260.102	Vehicle Maintenace	Invoice: 143280 /	11/30/2016	89.04	66262	89.04
Kansas City Board of Public Utilities	101	5121.101	Franchise Exps/Traffic Signals	Invoice: 2834 11/22/16 /	11/30/2016	29.41	66263	29.41
KCP & L	101	5201.101	Electric	Invoice: 11/28/16 MULTIPLE /	11/30/2016	1,958.34	66264	2,483.80
KCP & L	106	5201.106	Electric	Invoice: 11/28/16 MULTIPLE /	11/30/2016	525.46	66264	
KCP & L	106	5201.106	Electric	Invoice: 1275 12/6/16 /	12/15/2016	1,706.77	66312	1,706.77
Keller Fire & Safety	101	5214.101	Other Contracted Services	Invoice: 173829 /	11/30/2016	149.75	66265	149.75
Key Equipment & Supply	106	5211.106	Maintenace & Repair Equipment	Invoice: 248278 / trackless-adj brakes	12/15/2016	200.00	66313	200.00
Kansas Gas Service	101	5199.101	Natural Gas	Invoice: 1745/7836 11/10/16 /	11/30/2016	132.76	66266	208.90
Kansas Gas Service	106	5199.106	Natural Gas	Invoice: 1745/7836 11/10/16 /	11/30/2016	76.14	66266	
Charlie Kotcher	102	5206.102	Travel Expense & Training	CK32197 Invoice: 12/11-12/16/16 TRAV	12/8/2016	30.00	32197	30.00
Kansas One-Call System, Inc.	101	5120.101	Street Light Repair & Maintenance	Invoice: 6110438 /	12/15/2016	139.00	66314	139.00
Kansas State Treasurer	103	5228.103	Fees Due State of Kansas	Invoice: 12/1/16 COURT REV /	12/8/2016	1,709.50	66293	1,709.50
Kansas Turnpike Authority	102	5205.102	Postage & Mailing Permits	Invoice: 11/16 /	12/8/2016	4.80	66294	4.80
LBA A/C, Heating & Plumbing	101	5210.101	Maintenace & Repair Building	Invoice: 233516 /	12/15/2016	658.00	66315	658.00
The Legal Record	101	5204.101	Legal Printing	Invoice: L64304 /	12/8/2016	66.65	66295	814.01
The Legal Record	101	5204.101	Legal Printing	Invoice: L64303 /	12/8/2016	684.48	66295	
The Legal Record	101	5204.101	Legal Printing	Invoice: L64302 /	12/8/2016	30.85	66295	
The Legal Record	101	5204.101	Legal Printing	Invoice: L64301 /	12/8/2016	32.03	66295	
The Legal Record	101	5204.101	Legal Printing	Invoice: L63681 /	12/15/2016	22.79	66316	22.79
Lexington Plumbing & Heating Co.	106	5320.106	Grounds Maintenance	Invoice: 57003 /	12/15/2016	272.50	66317	1,152.50
Lexington Plumbing & Heating Co.	106	5320.106	Grounds Maintenance	Invoice: 56932 /	12/15/2016	750.00	66317	
Lexington Plumbing & Heating Co.	106	5320.106	Grounds Maintenance	Invoice: 56935 /	12/15/2016	130.00	66317	
Lowe's Business Acct./GEMB	106	5211.106	Maintenace & Repair Equipment	Invoice: 1760 12/13/16 /	12/8/2016	65.66	66296	152.98
Lowe's Business Acct./GEMB	106	5305.106	Traffic Control Signs	Invoice: 1760 12/13/16 /	12/8/2016	87.32	66296	
Mid America Peripheral Support	102	5214.102	Other Contracted Services	Invoice: 441299 /	12/8/2016	41.25	66297	93.12
Mid America Peripheral Support	105	5214.105	Other Contracted Services	Invoice: 441298 /	12/8/2016	10.62	66297	
Mid America Peripheral Support	105	5214.105	Other Contracted Services	Invoice: 441299 /	12/8/2016	41.25	66297	
MARC	105	5206.105	Travel Expense & Training	Invoice: 21152 /	11/30/2016	20.00	66267	20.00
Venessa Maxwell-Lopez	103	5209.103	Professional Services	Invoice: 11/18/16 /	11/30/2016	150.00	66268	150.00
Midwest Public Risk	107	5126.107	Health Insurance	Invoice: 802420 /	11/30/2016	29,231.80	66269	29,231.80
NAPA Auto Parts	106	5211.106	Maintenace & Repair Equipment	Invoice: 908681 / trackless	12/15/2016	60.45	66318	94.75
NAPA Auto Parts	106	5211.106	Maintenace & Repair Equipment	Invoice: 908682 /	12/15/2016	34.30	66318	
Nationwide Retirement Solutions	101	2060.101	Section 457 Employee Payable	Invoice: 12/1/16 PAYROLL /	11/30/2016	992.84	66270	992.84
Nationwide Retirement Solutions	101	2060.101	Section 457 Employee Payable	Invoice: 12/15/16 PAYROLL /	12/15/2016	909.60	66319	909.60

Northeast Johnson Cty. Chamber of	101	5407.101	Public Relations	Invoice: 20876 /	11/30/2016	800.00	66271	800.00
Ruth Peter	102	5206.102	Travel Expense & Training	CK32196 Invoice: 12/11-12/16/16 TRAV	12/8/2016	30.00	32196	30.00
Custodian of Petty Cash	105	5206.105	Travel Expense & Training	Invoice: 9/1- 11/17/16 /	11/30/2016	37.71	66272	108.63
Custodian of Petty Cash	105	5206.105	Travel Expense & Training	Invoice: 9/1- 11/17/16 /	11/30/2016	12.00	66272	
Custodian of Petty Cash	104	5302.104	Motor Fuels & Lubricants	Invoice: 9/1- 11/17/16 /	11/30/2016	10.00	66272	
Custodian of Petty Cash	101	5408.101	Miscellaneous Charges	Invoice: 9/1- 11/17/16 /	11/30/2016	48.92	66272	
Wex Bank	106	5302.106	Motor Fuels & Lubricants	CK32200 Invoice: 47795769 /	12/13/2016	636.52	32200	636.52
Pitney Bowes	101	5205.101	Postage & Mailing Permits	Invoice: 3302243288 /	12/15/2016	136.41	66320	136.41
Purchase Power	101	5205.101	Postage & Mailing Permits	Invoice: 11/20/16 /	11/30/2016	697.56	66273	697.56
Praxair Distribution Inc	106	5306.106	Materials	Invoice: 74769054 /	12/15/2016	25.85	66321	52.23
Praxair Distribution Inc	106	5306.106	Materials	Invoice: 75153835 /	12/15/2016	26.38	66321	
Balls Food Stores	102	5452.102	Community Policing	Invoice: 648726 /	11/30/2016	13.98	66274	13.98
Balls Food Stores	101	5510.101	Community Events	Invoice: 648742 /	12/8/2016	29.67	66298	29.67
Balls Food Stores	101	5408.101	Miscellaneous Charges	Invoice: 648761 /	12/15/2016	94.46	66322	94.46
Principal Life	107	5130.107	City Paid Life Insurance	Invoice: 11/817/16 /	11/30/2016	826.03	66275	826.03
ProShred of Kansas City	102	5214.102	Other Contracted Services	Invoice: 100114339 /	11/30/2016	22.50	66276	45.00
ProShred of Kansas City	105	5214.105	Other Contracted Services	Invoice: 100114339 /	11/30/2016	22.50	66276	
Pyramid Contractors, Inc.	510	5244.510	General Contractor	Invoice: 1 /	12/15/2016	516,600.00	66323	516,600.00
Rejis Commission	102	5214.102	Other Contracted Services	Invoice: 51446 /	11/30/2016	204.20	66277	204.20
Riteway Maintenance & Supply, LLC	101	5210.101	Maintenace & Repair Building	Invoice: 15875 /	11/30/2016	2,200.00	66278	2,200.00
Roeland Park Community Foundatio	108	5103.108	Salaries - Elected Officials	Invoice: CKDEC /	12/1/2016	60.00	66284	60.00
Tenampa, Inc.	101	5408.101	Miscellaneous Charges	CK32198 Invoice: 12/9/16 STAFF PARTY	12/9/2016	715.00	32198	715.00
Tenampa, Inc.	101	5408.101	Miscellaneous Charges	CK32199 Invoice: 12/9/16 STAFF PARTY	12/9/2016	175.00	32199	175.00
George Schlegel	101	5230.101	Art Commissioner	Invoice: CHECKDEC /	12/1/2016	100.00	66285	100.00
Shafer, Kline & Warren, Inc.	270	5209.270	Professional Services	Invoice: 1300992608 /	12/15/2016	4,042.50	66324	26,844.65
Shafer, Kline & Warren, Inc.	270	5209.270	Professional Services	Invoice: 13009905017 /	12/15/2016	1,772.50	66324	
Shafer, Kline & Warren, Inc.	270	5209.270	Professional Services	Invoice: 13009925011 /	12/15/2016	2,065.00	66324	
Shafer, Kline & Warren, Inc.	270	5209.270	Professional Services	Invoice: 13009901035 /	12/15/2016	2,640.00	66324	
Shafer, Kline & Warren, Inc.	300	5209.300	Professional Services	Invoice: 1300993405 /	12/15/2016	1,682.50	66324	
Shafer, Kline & Warren, Inc.	300	5209.300	Professional Services	Invoice: 1300993207 /	12/15/2016	335.80	66324	
Shafer, Kline & Warren, Inc.	300	5209.300	Professional Services	Invoice: 1300993303 /	12/15/2016	95.00	66324	
Shafer, Kline & Warren, Inc.	300	5209.300	Professional Services	Invoice: 1300992809 /	12/15/2016	1,854.70	66324	
Shafer, Kline & Warren, Inc.	510	5209.510	Professional Services	Invoice: 13009922014 /	12/15/2016	12,356.65	66324	
Shawnee Mission Ford, Inc.	102	5260.102	Vehicle Maintenace	Invoice: 390143 /	11/30/2016	16.66	66279	16.66
Staples Advantage	101	5301.101	Office Supplies	Invoice: 8041790047/881182 /	11/30/2016	415.26	66280	560.42
Staples Advantage	101	5304.101	Janitorial Supplies	Invoice: 8041790047/881182 /	11/30/2016	145.16	66280	
Staples Advantage	101	5301.101	Office Supplies	Invoice: 8042074639 /	12/15/2016	101.99	66325	101.99
Stinson Leonard Street	450	5209.450	Professional Services	Invoice: 40039796-40039807 /	12/15/2016	17.96	66326	12,550.68
Stinson Leonard Street	101	5215.101	City Attorney	Invoice: 40039796-40039807 /	12/15/2016	12,532.72	66326	
Suburban Lawn & Garden	106	5320.106	Grounds Maintenance	Invoice: 883372 /	12/15/2016	89.00	66327	209.00
Suburban Lawn & Garden	106	5320.106	Grounds Maintenance	Invoice: 883369 /	12/15/2016	60.00	66327	
Suburban Lawn & Garden	106	5320.106	Grounds Maintenance	Invoice: 883408 / winterize carp.park	12/15/2016	60.00	66327	
United Parcel Service	102	5205.102	Postage & Mailing Permits	Invoice: Y99263496 /	12/15/2016	34.02	66328	34.02

US BANK	105	5205.105	Postage & Mailing Permits	Invoice: BOHON 11/25/16 /	12/13/2016	278.13	32201	1,640.73
US BANK	105	5206.105	Travel Expense & Training	Invoice: JONES-LACY 11/25/16 /	12/13/2016	40.00	32201	
US BANK	105	5206.105	Travel Expense & Training	Invoice: MOODY 11/25/16 /	12/13/2016	93.00	32201	
US BANK	106	5206.106	Travel Expense & Training	Invoice: LEON 11/25/16 /	12/13/2016	103.48	32201	
US BANK	101	5301.101	Office Supplies	Invoice: BOHON 11/25/16 /	12/13/2016	21.91	32201	
US BANK	101	5301.101	Office Supplies	Invoice: JONES-LACY 11/25/16 /	12/13/2016	154.06	32201	
US BANK	101	5301.101	Office Supplies	Invoice: JONES-LACY 11/25/16 /	12/13/2016	172.17	32201	
US BANK	102	5307.102	Other Commodities	Invoice: MORRIS 11/25/16 /	12/13/2016	120.00	32201	
US BANK	101	5408.101	Miscellaneous Charges	Invoice: JONES-LACY 11/25/16 /	12/13/2016	35.10	32201	
US BANK	101	5408.101	Miscellaneous Charges	Invoice: JONES-LACY 11/25/16 /	12/13/2016	65.14	32201	
US BANK	106	5320.106	Grounds Maintenance	Invoice: WISDOM 11/25/16 /	12/13/2016	557.74	32201	
USIC Locating Services, LLC	101	5120.101	Street Light Repair & Maintenance	Invoice: 206462 /	12/15/2016	1,431.70	66329	1,431.70
Verizon Wireless	102	5202.102	Telephone	Invoice: 9775876346 /	12/8/2016	295.41	66299	295.41
Verizon Wireless	106	5814.106	Computer Software	Invoice: 9774207347 /	12/15/2016	758.53	66330	758.53
Water District No 1 of Johnson Cour	101	5197.101	Water	Invoice: 11/22/16 MULTIPLE /	11/30/2016	96.38	66281	607.88
Water District No 1 of Johnson Cour	106	5197.106	Water	Invoice: 11/22/16 MULTIPLE /	11/30/2016	511.50	66281	
WCA Waste Corporation	115	5272.115	Solid Waste Contract	Invoice: 990000187347 /	12/15/2016	34,493.52	66331	34,493.52
Johnny on the Spot	106	5320.106	Grounds Maintenance	Invoice: 1553148576 /	12/15/2016	150.00	66332	150.00
Zerger & Mauer LLP	101	5215.101	City Attorney	Invoice: 2052 /	11/30/2016	190.00	66283	190.00
Forte	101	5214.101	Other Contracted Services	EFT#12/2/16 Invoice: 12/2/16 COURT V	12/2/2016	13.95		
Forte	101	5214.101	Other Contracted Services	EFT#12/2/16 Invoice: 12/2/16 COURT /	12/2/2016	48.92		
Forte	101	5214.101	Other Contracted Services	EFT#12/2/16 Invoice: 12/2/16 ALL ACCT	12/2/2016	186.53		
Forte	101	5214.101	Other Contracted Services	EFT#12/2/16 Invoice: 12/2/16 ADMIN /	12/2/2016	13.95		
Forte	101	5214.101	Other Contracted Services	EFT#12/2/16 Invoice: 12/2/16 ADMIN V	12/2/2016	13.95		
KPERS	101	2040.101	KPERS Accrued Employee	EFT#11/28/2016 Invoice: 11/28/2016 /	11/28/2016	1,815.00		
KPERS	107	5123.107	KPERS City Contribution	EFT#11/28/2016 Invoice: 11/28/2016 /	11/28/2016	2,776.96		
KPERS	101	2040.101	KPERS Accrued Employee	EFT#12/6/16 Invoice: 12/6/16 /	12/6/2016	1,849.33		
KPERS	101	2050.101	Insurance Withholding Payable	EFT#12/6/16 Invoice: 12/6/16 /	12/6/2016	117.16		
KPERS	107	5123.107	KPERS City Contribution	EFT#12/6/16 Invoice: 12/6/16 /	12/6/2016	2,829.48		
KP&F	101	2045.101	KP&F Employee Withholding Payable	EFT#11/28/2016 Invoice: 11/28/2016 /	11/28/2016	2,316.82		
KP&F	107	5131.107	KP&F City Contribution	EFT#11/28/2016 Invoice: 11/28/2016 /	11/28/2016	6,616.71		
KP&F	101	2045.101	KP&F Employee Withholding Payable	EFT#12/6/16 Invoice: 12/6/16 /	12/6/2016	2,717.13		
KP&F	101	2050.101	Insurance Withholding Payable	EFT#12/6/16 Invoice: 12/6/16 /	12/6/2016	37.19		
KP&F	107	5131.107	KP&F City Contribution	EFT#12/6/16 Invoice: 12/6/16 /	12/6/2016	7,760.04		
Kansas State Treasurer	200	5607.200	Principal Bonds (2008-A Issue)	EFT#11/30/2016 Invoice: 11/30/2016 /	11/30/2016	360,000.00		
Kansas State Treasurer	200	5610.200	Interest Bonds (2008-A Issue)	EFT#11/30/2016 Invoice: 11/30/2016 /	11/30/2016	6,570.00		
Kansas State Treasurer	200	5614.200	Principal Bonds (2014A)	EFT#11/30/2016 Invoice: 11/30/2016 /	11/30/2016	105,000.00		
Kansas State Treasurer	200	5615.200	Interest Bonds (2014A)	EFT#11/30/2016 Invoice: 11/30/2016 /	11/30/2016	6,166.25		
Kansas State Treasurer	200	5644.200	Principal Bonds 2012-1	EFT#11/30/2016 Invoice: 11/30/2016 /	11/30/2016	35,000.00		
Kansas State Treasurer	450	5644.450	Bonds (2012-1) - Principal	EFT#11/30/2016 Invoice: 11/30/2016 /	11/30/2016	160,000.00		
Kansas State Treasurer	200	5645.200	Interest Bonds 2012-1	EFT#11/30/2016 Invoice: 11/30/2016 /	11/30/2016	16,968.75		
Kansas State Treasurer	450	5645.450	Bonds (2012-1) - Interest	EFT#11/30/2016 Invoice: 11/30/2016 /	11/30/2016	4,635.00		

Kansas State Treasurer	200	5840.200	Bond Principal (2011-2)	EFT#11/30/2016 Invoice: 11/30/2016 /	11/30/2016	165,000.00
Kansas State Treasurer	200	5841.200	Bond Interest (2011-2)	EFT#11/30/2016 Invoice: 11/30/2016 /	11/30/2016	17,348.75
Miller Management Systems, LLC	101	5214.101	Other Contracted Services	Invoice: EFTDEC /	12/1/2016	<u>1,558.00</u>

						\$ 1,679,850.86
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Item Number: Consent Agenda- II.-B.
Committee 12/19/2016
Meeting Date:



City of Roeland Park

Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **October 10, 2016 Special Called City Council Minutes**
Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description



October 10 minutes

Type

Cover Memo

**CITY COUNCIL MEETING MINUTES
CITY OF ROELAND PARK, KANSAS
Roeland Park City Hall
4600 W 51st Street, Roeland Park, KS 66205
Monday, October 10, 2016 6:00 P.M.**

- Joel Marquardt, Mayor
- Becky Fast, Council Member
- Tim Janssen, Council Member
- Ryan Kellerman, Council Member

- Teresa Kelly, Council Member
- Sheri McNeil, Council Member
- Michael Poppa, Council Member
- Michael Rhoades, Council Member
- Erin Thompson, Council Member

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

Admin
Poppa
Fast

Finance
Kelly
Janssen

Safety
Thompson
Rhoades

Public Works
Kellerman
McNeil

PLEDGE OF ALLEGIANCE

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

ROLL CALL

City Clerk Bohon called the roll and everyone was present.

City Administrator Moody introduced John Davidson, the new Building Official for Roeland Park.

I. ITEMS

1. COMMERCE BANK UTILITY EASEMENT DEDICATION ON FINAL PLAT

City Administrator Moody said the Commerce Bank property is currently one lot and the proposal is to divide it into two lots. Both lots would meet the City's minimum width and size requirements for its particular zoning district. There are a couple of public utility easements that need to be conveyed and that request is before the Council. The Planning Commission has the authority to approve plats, but public right-of-way utility easements that are conveyed by that plat are the Council's authority to accept.

Mayor Marquardt disclosed that the firm he is with does work with Commerce Bank and he personally has worked with Commerce Bank and recused himself from the vote.

CMBR Rhoades had a question with regard to procedure if the Mayor is the tie-breaking vote and he has recused himself from voting and how that would be handled. City Administrator Moody said it takes six yes votes to overturn a recommendation by the Planning Commission or to amend their recommendation. Confirming the Planning Commission's recommendation only requires a simple majority.

City Attorney Krstulic said an abstention would have the effect of being a vote against the motion.

Public Comment:

Kyle Rogler - Mr. Rogler expressed his concerns over the development plan of the Commerce Bank site. As a member of the Planning Commission he voted against the development plan and said the project did not meet the minimum performance requirements as set aside in the MXD zoning code. He directed the Council to review Sections 16-454(f), Section 16-455(f), Section 16-450, MXD Use District, General Purpose and Description of the City's Municipal Code.

Deb Settle - Ms. Settle said she is not against the development, but questioned who was running the hospital and what were the statistics of the company. She also requested a privacy fence from the developer to deter foot traffic in her back yard.

Aaron March with the White Goss law firm and representative on behalf of the combined development of Commerce Bank and Embree Associates for the hospital. He introduced Brent Hall with Commerce Bank and Steven Kirkpatrick, Embree Associates, developer of the hospital property. Embree is not the operator, but the developer/landlord. Also at the meeting to answer questions were Matt Masionis and Austin Herndon with RMTI, the project architects for the bank portion of the building, and Seth Reece from Olsson & Associates, who is handling the landscaping.

Mr. March said the only questions were with regard to the landscaping on the west side of the hospital building. There needs to be the tall grass and the native grasses in order to satisfy the best management practices for storm draining by MARC BMP calculations. Other than that, they have no issues or concerns with the recommendations made by the Planning Commission. There will only be wall signs and no monument signs.

Mr. March showed a slide presentation of the development plan, the dimensions and landscaping.

Matt Masionis addressed the changes in banking that has occurred since the original plans were created, which reflects smaller buildings, resulting in a smaller footprint and a more sustainable neighborhood. He also made a presentation on the design elements of the project.

Mr. Reece outlined the specifics of the landscaping.

Steven Kirkpatrick with Embree Asset Group and developer, detailed the planned retaining wall and showed there will be no access for pedestrian traffic on the west side of the site. Off Johnson Drive there will be an emergency drop-off with a canopy. The southeast corner will have an inpatient entrance for visitors. On the north side will be ambulance access and a service entry at the rear of the building. The hospital will be licensed by the state of Kansas and serve two core functions. One will be an inpatient nursing side that will consist of eight inpatient beds that can keep patients overnight mainly for nursing and monitoring. The second is as an ER department which can treat Level 4 traumas that are just above urgent care type emergencies, life threatening emergencies. Most patients will be self-driven or brought in by a family member or friend. Ambulance traffic will almost exclusively be limited to taking patients away from the hospital. They will have the ability to take anyone and treat them and stabilize them. If a higher level of care is needed, then transport can be arranged to another facility.

Mr. Kirkpatrick said he cannot identify the provider at this time, but did state it is a local provider committed to the community. Embree also has approvals for special use permits and a final permit for a facility in Overland Park and Leawood with this provider. This hospital model is new and being driven by changes to healthcare regulations and patient needs. The desire is to bring emergency care closer to where people live, closer to rooftops and commercial uses with a focus to reduce wait times in larger emergency rooms. Mr. Kirkpatrick also provided a photometric plan that meets the City's regulations with regard to lighting. Mechanical items on the roof will be screened and are not expected to be heard over the traffic on Johnson Drive. The ambulance traffic will be low, with an anticipated two per month, and generally there is no use of lights and sirens.

Mr. March noted additional stipulations made by the Planning Commission to which they agree.

- The southeast corner be maintained as the site for fulfilling the one percent for art requirement.
- Meet with the Arts Committee (scheduled for November 16th.) To discuss integrating with the City's plans for Roe Avenue in 2020.
- Signage will be limited to the face of the building with no monument sign
- Agree not to exceed 60 decibels at the property line
- Rooftop mechanicals will be screened
- Adding colors to the landscaping colors
- Increased bike rack parking

There was discussion of the landscaping adjoining the residential property line and the possible confusion having native grasses up to the mow line.

John Honiotes, SKW City Engineer, said to remove the planned native grasses for the project would cause the property to fall out of compliance with best management requirements (BMP) provided for by the state in MARC manual.

CMBR Fast mentioned that the switchgrass is more of a weed. Mr. Honiotes said the cultivar variety of switchgrass they plan to use is called Heavy Metal and is more ornamental.

CMBR Kelly said she was pleased with the use of native grasses to help with the stormwater in this project. She would hope there were better choices besides barberry and roses for color and that there are native ground covers available to also create contrast and color. She then asked for clarification on the NPDES permit.

Public Works Director Leon clarified that the NPDES, National Pollutant Discharge Elimination System is a permit that is obtained annually.

City Attorney Krstulic said the adjacent property is owned in trust and it is their understanding could be coming up for sale. The trust was present at the neighborhood meeting. It was suggested at the meeting that the neighborhood association buy the land and use it as a park, or have someone else buy it and develop it. Neither the bank nor the City needs the property for the development of the project.

CMBR Kellerman asked for clarification on back entrances and the location of these types of hospitals being this close to residential areas. Mr. Kirkpatrick said this is not the first and they end up being very quiet neighbors and fit nicely into residential areas. He was unable to explain at this time why the owner of the hospital did not wish to disclose who they are.

CMBR Thompson noted the motion on the table is on the easements and the conversation should proceed in that direction.

City Administrator Moody said the beginning of a project is to establish the property lines.

MOTION: CMBR THOMPSON MOVED AND CMBR KELLY SECONDED TO APPROVE THE DEDICATION OF PUBLIC LAND FROM THE PLAT AS APPROVED BY THE PLANNING COMMISSION. (MOTION PASSED 8-0).

2. COMMERCE BANK REZONING

Ms. Jones-Lacy said that she would go through each item from the staff report, the dedication of easements, the rezoning and the redevelopment agreement and then the Council can then vote on each item. The proposed ordinance includes both the rezoning and the adoption of the redevelopment plan.

Arts Committee Chair Marek Gliniecki said the Arts Committee found the project stipulations for art acceptable. City Administrator Moody said the Arts Committee will provide direction to the City Council on the final design of the area. He said that in the 2012 development agreement it discussed the one percent for arts contribution.

Ms. Jones-Lacy reviewed what the MXD designation indicates. The Planning Commission approved the recommendations made by staff, but the actual property itself is zoned MXD. However, the existing MXD ordinance does not allow for a hospital-type use within the ordinance. By adopting Ordinance 940 it would allow for that use. Staff is recommending the Council adopt the MXD as amended for this property.

Ms. Jones-Lacy said the development plan has been reviewed by City staff as well as City Engineers and adjustments to the plan have been made based upon their recommendations. Those submissions were subsequently approved by the Planning Commission. Staff is recommending the Council support the Planning Commission recommendation with the staff-endorsed stipulations which are to increase the use of color in the landscape plan, clarify the quantity of bicycle parking, show a sidewalk connecting the north parking lot to sidewalk system and shift the hospital generator enclosure to be in line with the building and show doors on the trash enclosures. All these requests have been met and are no longer at issue.

She said the residents have raised questions during the public meetings and they are included in the packet, along with the history of this project. By adopting Ordinance 940, Council is adopting the development plan as well as the rezoning.

Concerns regarding the safety of the retaining wall can be discussed during the plan review process. City Administrator Moody clarified that where the retaining wall is 42 inches higher than the adjacent grade there needs to be fall protection provided on the uphill side of the wall. That will need to be done where the wall gets to that point. The proposed wall is not greater than 42 inches the entire stretch. The wall will be holding back the property to the west and to the north.

CMBR Kelly stressed the importance of the need for a feeling of privacy and safety with regard to the development and is due some consideration because it is important to the residents.

Mr. March said the southern end of retaining wall is at grade. It will be a landscaped area with areas of plantings. He can agree to have those plantings subject to staff approval and they will be significant enough to serve as a physical barrier as well as being aesthetically pleasing.

CMBR Fast called the question, but there was no second, so the discussion continued.

City Administrator Moody said the ordinance does reflect both the rezoning and the approval of the development plan.

CMBR Kelly said there were concerns with the drive-thru and asked if those concerns could be addressed with landscaping and more substantial screening.

Mr. March said they would happily work with staff to enhance that to further screen it from view to the street.

CMBR Poppa asked if there was data for self-transportation to emergency rooms. Mr. Kirkpatrick responded that this hospital model is not typically for ambulance mode of transportation. If an ambulance is required, then it will go to a larger area hospital as they will know what type of emergencies this facility can handle.

CMBR Poppa also inquired about Embree's experience in the area. Mr. Kirkpatrick said they are in the process of developing two other facilities like the proposed one for Roeland Park in Overland Park and Leawood.

CMBR Poppa also wanted to make sure that lighting from the property cuts off at the property line, and to include residual or any kind of overflow lighting, signs, canopies, headlights, etc. Mr. Kirkpatrick said their photometric plan does meet the ordinance. They want to be a good neighbor and want to minimize the light spilling onto residential property. CMBR Poppa thanked them for being here in Roeland Park and working so well with staff.

City Administrator Moody clarified the rezoning is MXD to MXD with a hospital use limited in size and limited in trauma service capability. The development plan is what is to be built on the land, what it will look like, and elevation of the floor and location of parking.

MOTION: CMBR FAST MOVED AND CMBR RHOADES SECONDED TO CALL THE QUESTION. (MOTION PASSES 7-1; WITH CMBR KELLY VOTING NO.)

MOTION: CMBR THOMPSON MOVED AND SECONDED BY CMBR RHOADES TO SUPPORT THE PLANNING COMMISSION RECOMMENDATION WHICH INCLUDES THE FOLLOWING STAFF ENDORSED STIPULATIONS: APPROVE REZONING TO A NEW MXD DISTRICT ALLOWING A HOSPITAL OF LESS THAN 20,000 SQUARE FEET WITH A TRAUMA CENTER DESIGNATION OF LEVEL OF IV OR V AS A PERMITTED USE WITHIN THE PROPOSED MXD ZONING. ALSO, RECOMMEND THE FOLLOWING STIPULATIONS: THE SOUTHEAST CORNER BE MAINTAINED AS THE SITE FOR FULFILLING THE ONE PERCENT FOR ART REQUIREMENT, WITH THE ARTS COMMITTEE PROVIDING DIRECTION ON THE FINAL DESIGN FOR THIS AREA; REQUIRING ALL FACILITY SIGNAGE TO BE LIMITED TO THE FACE OF THE BUILDINGS, NOT ALLOWING ADDITIONAL MONUMENT SIGNAGE; REQUIRE THE NOISE FROM THE SITE NOT TO EXCEED 60 DECIBELS AT THE PROPERTY LINE. (MOTION PASSES 6-2; WITH CMBRS KELLY AND POPPA VOTING NO.)

POLL THE COUNCIL

Fast - Y McNeil - Y Janssen - Y Rhoades - Y Kellerman - Y Thompson - Y Kelly - N Poppa - N

3. COMMERCE BANK DEVELOPMENT PLAN APPROVAL

CMBR Kelly asked to hear ideas on the screening for the drive-thru.

Mr. Reece said grasses are currently planned. They will be working with staff to increase the amount of screening. The grasses will be between 3½ -4 feet in height.

Matt Masilionis with RMTA is the architect firm of record for Prairie Fire and worked with Olsson & Associates on the landscape there and they used grasses to screen parking.

CMBR Fast said she was disappointed with the corner feature and that there is not enough variety.

City Administrator Moody said they are aware this needs to be discussed further and all are open to working with each other to come up with something final.

Mr. March said they will begin a dialogue with the Arts Committee and will put on deposit the one percent for art funds. With a project cost of \$6-9 million that would be \$60,000-90,000 for art.

It was also noted that the bank was originally approved for 4,700 square feet +/-, but the new bank is proposed to be 2,325 square feet as banking needs have changed.

Mr. Masilionis said that recognition of the bank is very important to Commerce and they want the tower and green roof with the brick and cast stone exterior. They have compromised by increasing the amount of stone and softening the green roof. The tower is a focus for them and is their strongest statement and is the brand known by their customer base.

CMBR Rhoades said he felt the bank design was small and flat.

There was brief Council discussion of the bank design.

Mr. Masilionis said they will also be adding pre-cast headers over the windows. He said they have worked hard to come up with this bank concept and one of the largest concerns the bank has is that tower.

Mr. March said the hospital needs to get going immediately and the bank wants to be able to sell the property to them immediately which is contingent upon the zoning. Rather than discuss the design of the bank, he asked the Council to consider only the approval for the final plan for the hospital, the entire preliminary development plan, which does not have the detail architecture. There would be nothing built until they came back for final plan approval from the Governing Body. He proposed just holding the plan on Commerce to discuss what they've been hearing and come back at a later time.

CMBR McNeil asked for clarification on the sale of the property to the hospital. Mr. March said they have a contract that's contingent on approval of the zoning and they will only purchase the real estate if they knew they could build on it.

CMBR Poppa said he would like to approve the hospital development plan and wait on approving the aesthetics for the bank.

Mr. March asked for approval of the preliminary development plan for the entire project. Attachments B01-B05 are specific components to the bank itself and the Commerce Bank signage sheet should be removed from consideration not considered as part of the final approved plan.

City Administrator Moody recommended to remove the preliminary and final development plan and the preliminary and final development plan, excluding Sheets B-01, B-02, B-03, B-04, and B-05, and the elevation sheet for the signage. A00, A02.

Brent Hall said they will go back and do more checking to see what they can present in terms of design and go from there.

CMBR Janssen asked what Embree's position with the hospital is. Mr. Kirkpatrick said they are not landlords, but will get a long-term lease, which is typically 15 to 20 years.

MOTION: CMBR POPPA MOVED AND CMBR THOMPSON SECONDED TO APPROVE THE PRELIMINARY AND FINAL DEVELOPMENT PLAN FOR THE MICRO HOSPITAL AS INDICATED ON THE AGENDA, AND APPROVE THE PRELIMINARY AND FINAL DEVELOPMENT PLAN EXCLUDING ELEMENTS OF THE APPLICATION SPECIFIC TO COMMERCE BANK, EXCLUDING SHEETS A-00, A-02, B-01, B-02, B-03, B-04, B-05, AND B-06, AND THE BANK SIGNAGE EXHIBIT. (MOTION PASSES 8-0)

MOTION: CMBR KELLY MOVED AND CMBR RHOADES SECONDED TO SUPPORT THE PLANNING COMMISSION RECOMMENDATION WHICH INCLUDES THE FOLLOWING STAFF ENDORSED STIPULATIONS. APPROVE THE FINAL DEVELOPMENT PLAN AFTER CONSIDERING THE FOLLOWING CONDITIONS: INCREASE THE USE OF COLOR WITHIN THE LANDSCAPE PLAN; CLARIFY THE QUANTITY OF BICYCLE PARKING; SHOW A SIDEWALK CONNECTING THE NORTH PARKING LOT TO THE SIDEWALK SYSTEM; SHIFT THE HOSPITAL GENERATOR ENCLOSURE TO BE IN LINE WITH THE BUILDING AND SHOW DOORS ON TRASH ENCLOSURES TO INCLUDE EXCLUDING SHEETS A-00, A-02, B-01, B-02, B-03, B-04, B-05, AND B-06, AND THE BANK SIGNAGE EXHIBIT. (MOTION PASSES 8-0)

City Administrator Moody said the discussion should continue on Ordinance 940 with language to reflect approval of the rezoning which has been done and also the approval of the plans which has also been done. The ordinance was drafted reflecting action being taken simultaneously on the rezoning and the plan approval.

Anna Krstulic read the ordinance changes into the record. Section 1, the rezoning application preliminary development plan and final development plan for the property located at the northwest corner of Roe Boulevard and Johnson Drive are hereby approved, except for Sheets A-00, A-02, and B-01 through B-06, and the bank signage exhibit, which must be submitted for final approval.

MOTION: CMBR THOMPSON MOVED AND CMBR KELLY SECONDED TO APPROVE ORDINANCE 940 AS AMENDED.
(MOTION PASSES 8-0)

4. AMENDMENT TO DEVELOPMENT AGREEMENT WITH COMMERCE BANK

City Administrator Moody said Exhibit B includes site elevations and would suggest incorporating the exclusion Sheets A-00, A-02, and B-01 through B-06, and the bank signage exhibit, which must be submitted for final approval at a later date to approve everything but the elevations.

Mr. March said Exhibit B of the Development Agreement lists the specific sheets which relate to the bank, but are not all of the ones. So, they would need to submit B-01, B-02, B-04, B-05 and the bank signage sheet at a later date. A-00, A-02, B-03 are not included as part of the contract, which is why it is not referenced.

City Administrator Moody clarified that A-01, B-01, B-02, B-04, B-05 and the signage sheet would be stricken from Exhibit B.

MOTION: CMBR THOMPSON MOVED AND CMBR KELLY SECONDED TO APPROVE THE DEVELOPMENT AGREEMENT WITH COMMERCE BANK AS AMENDED, WITH THE EXCEPTION OF SHEETS A-01, B-01, B-02, B-04, B-05 AND THE BANK SIGNAGE SHEET AS CONTAINED IN EXHIBIT WHICH SHALL BE SUBMITTED FOR FINAL APPROVAL AT A LATER DATE. (MOTION PASSES 8-0)

Mayor Marquardt thanked all the representatives from the Commerce Bank/Hospital project for their patience and working with the City.

Mr. March thanked the Governing Body for allowing them to move forward with the bigger project and the City has a great staff.

Mayor Marquardt thanked Mr. March for his fine comments about the staff.

5. REQUEST FROM 47th STREET OVERLAY COMMITTEE FOR MARKETING FUNDING

Ms. Jones-Lacy said the 47th Street Overlay Committee had submitted a request for a \$2,000 contribution towards marketing the fall festival that they are planning. They have requested funds from all three of the cities that adjoin in the corridor. They have requested \$2,500 from Westwood and Kansas City, Kansas and \$2,000 from Roeland Park as it is a smaller proportion of the corridor which is approximately 21 percent of the corridor. Twenty percent of the total equals \$1,470. Staff is asking for approval of their request.

CMBR Rhoades clarified that part of the funds would go towards a festival in 2017. They would use the funds to highlight the area and get the word out. They are also anticipating strong merchant participation.

CMBR McNeil suggested lowering the contribution to \$1,500 as the City has no commercial stake in the area.

CMBR Rhoades said an interlocal agreement was put together in the past and the City has an equal say with everyone and feels that by saying Roeland Park has less of an interest their role could be diminished and feels the City should stay involved as they are a part of the group.

CMBR Fast said she didn't think \$2,000 was very much to ask and supported that. She asked Ms. Jones-Lacy if this would come from the Public Relations line item. She said there is currently \$3,500 for 2016. This is why she recommended using 2016 funds as they are available and not likely to be spent before year's end. Next year there is an allocation for the Public Relations funds for the business luncheons/gatherings that are planned.

CMBR Kelly supported the funds but wanted to have better updates from the Planning Commission with regards to what is going on at the site at 47th and Mission.

Ms. Jones-Lacy said the Overlay District is trying to build an identity and everyone agrees that there is a lot of potential in that corridor. They are trying to build that brand and this request is an effort to do that with these marketing funds to kind of give themselves a sense of place among Kansas City residents. By planning this event, it is a kick-off to the public to encourage investment and people coming to the area.

CMBR Janssen said he supported the \$1,500 for the '17 year, but would increase that based on Roeland Park's engagement with the 47th and Mission development and the success of the festival.

CMBR Rhoades said the district wants to get a brand and the festival would be a kick-off for that in 2017.

Ms. Jones-Lacy said they're currently asking for funds for 2017, but they could possibly ask for more in the future. She is recommending giving it to them now as the funds are available in the budget. Westwood on the other hand will be making their contribution in 2017.

MOTION: CMBR MCNEIL MOVED AND CMBR FAST SECONDED TO AMEND THE MOTION TO \$1,500 CONTRIBUTION TO THE 47TH AND OVERLAY DISTRICT. (MOTION FAILS 5-4 WITH THE MAYOR CASTING THE DECIDING VOTE)

Poll the Council:

Fast - Y McNeil - Y Janssen - Y Rhoades - N Kellerman - Y Thompson - N Kelly - N Poppa - N
Mayor Marquardt - N

Mayor Marquardt said he believed CMBR Rhoades made a good argument.

MOTION: CMBR RHOADES MOVED AND CMBR KELLY SECONDED TO APPROVE THE \$2,000 REQUEST BY THE 47th STREET OVERLAY COMMITTEE TO FUND MARKETING ALONG THE CORRIDOR ALONG WITH EXPENSES ASSOCIATED WITH A PLANNED 2017 FALL FESTIVAL. (MOTION PASSES 8-0)

II. ADJOURNMENT

MOTION: CMBR THOMPSON MOVED AND CMBR JANSSEN SECONDED TO ADJOURN. (MOTION PASSED 7-0)

(Roeland Park Special Call City Council Meeting Adjourned at 9:23 p.m.)

Joel Marquardt, Mayor

Kelley Bohon, City Clerk

Item Number: Consent Agenda- II.-C.
Committee 12/19/2016
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **October 17, 2016 City Council Minutes**
Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description



October 17 minutes

Type

Cover Memo

**CITY COUNCIL MEETING MINUTES
CITY OF ROELAND PARK, KANSAS
Roeland Park City Hall
4600 W 51st Street, Roeland Park, KS 66205
Monday, October 17, 2016 6:00 P.M.**

- Joel Marquardt, Mayor
- Becky Fast, Council Member
- Tim Janssen, Council Member
- Ryan Kellerman, Council Member

- Teresa Kelly, Council Member
- Sheri McNeil, Council Member
- Michael Poppa, Council Member
- Michael Rhoades, Council Member
- Erin Thompson, Council Member

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

Admin

Poppa
Fast

Finance

Kelly
Janssen

Safety

Thompson
Rhoades

Public Works

Kellerman
McNeil

PLEDGE OF ALLEGIANCE

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

ROLL CALL

City Clerk Bohon called the roll and noted CMBR Janssen was absent. (CMBR Janssen joined the meeting later.)

MODIFICATION TO THE AGENDA

CMBR Thompson said Workshop Items 3-8 will be moved to New Business on the Council agenda.

City Clerk Bohon stated that the Parks update will need to be rescheduled.

I. CITIZEN COMMENTS

1. LINDA MAU

Ms. Mau said the increased mill levy and sales taxes that have been collected in anticipation of Walmart leaving the city should be refunded to the citizens since Walmart will remain in Roeland Park. She said she does not want the money spent on parks and that it will be easy to rebate the money back.

CMBR Janssen arrived at the meeting.

II. CONSENT AGENDA

A. APPROPRIATION ORDINANCE #897

B. SEPTEMBER 19, 2016 CITY COUNCIL MINUTES

C. SEPTEMBER 26, 2016 CITY COUNCIL MINUTES

D. OCTOBER 3, 2016 CITY COUNCIL MINUTES

MOTION: CMBR MCNEIL MOVED AND CMBR KELLY SECONDED TO APPROVE THE CONSENT AGENDA. (MOTION PASSED 8-0)

III. BUSINESS FROM THE FLOOR

A. APPLICATIONS/PRESENTATIONS

1. PARKS UPDATE – JENNIFER PROVYN

No update was given

2. ETC – CITIZEN SATISFACTION SURVEY

Jason Morado, Senior Project Manager introduced his firm ETC Institute, a marketing and research firm based in Olathe that specializes in community surveys for city and county governments across the country. ETC recently completed a survey for the City of Roeland Park and presented its major findings through a slide presentation of the report. The goal of the survey was to objectively assess how satisfied citizens are with city services. They expected 400 responses and received over 500 representing a good distribution throughout the City.

Mr. Morado said the main takeaway from the survey is the overall perception residents have of the city.

- 96 percent of residents rate the city as either excellent or a good place to live.
- 89 percent rated the city as excellent or a good place to raise children.
- Residents feel the city is moving in the right direction
- The overall satisfaction index is higher on the 2016 survey than in 2013 or in 2008.
- Overall, satisfaction with city services is much higher in Roeland Park than in other communities.
- Roeland Park rated above the Kansas City Metro average in 38 out of 46 areas and above the national average in 35 out of those 46 areas.

The top overall priorities for improvement by residents are the maintenance of streets, buildings and facilities, parks and recreation, then enforcement of city codes and ordinances.

The only area that rated lower than other comparison cities is the quality of commercial developments.

Four areas that have had a significant increase (five percent or more) over the last survey was Police services, effectiveness of communication, parks and recreation, enforcement of codes and ordinances.

Decreases from the last survey are stormwater runoff and customer service.

Roeland Park, when compared to the Kansas City Metro area and nationally, showed higher satisfaction with city services. The city ranks in the top 25 cities in the Kansas City Metro with overall quality of services provided and as a good place to live and raise children.

City Administrator Moody said the last few slides are in his opinion the most important tool for the elected officials because oftentimes they are faced with prioritizing. They only have a certain amount of dollars to use and they want to implement the use of those dollars with the greatest return possible. The survey shows that every additional dollar spent on walking and biking trails will get a greater return of satisfaction than if those dollars were invested in city-sponsored special events. People view bike and walking trails with greater importance and the survey shows the city is not meeting citizen expectations in this area. Mr. Moody added that they have a combined bike and walking trail budgeted for 2017 already and the improvements at the R Park facility have shown that people want maintenance dollars spent on the city's current assets. He also noted that the tennis court project is important.

Some of the items rated as the most important to be included in the city parks are the addition of shade structures followed by benches and picnic tables, then adding permanent restrooms.

The trend is also showing that more people want to get their information from the city's website.

Residents also feel it is an important investment for the city to pursue maintenance of streets, sidewalks and stormwater systems.

Mr. Morado provided a recap of the survey stating that overall residents have a very positive perception of the city and it looks like the city is moving in the right direction. Roeland Park rates above the regional and national average in a lot of the areas compared with the top priorities overall, maintenance of streets and buildings, facilities, parks and recreation and then code enforcement.

CMBR Fast asked why Roeland Park was not compared to Johnson County versus the greater Kansas City Metropolitan area.

City Administrator Moody said the cities that make up the benchmark for the Kansas City Metro are the premier cities in the Kansas City Metro. The benchmark is higher than the national average and Roeland Park is competing against the best of the best. There are 34 communities that make up the Kansas City Metro area and Roeland Park ranks in the top 25 percent of the majority of the areas surveyed. He said it is astonishing and a huge accomplishment for a city this size.

Mayor Marquardt expressed his appreciation to Mr. Morado for the overview of the survey and said the Governing Body will be looking forward to reviewing the report further.

IV. MAYOR'S REPORT

A. ANNOUNCEMENTS

Mayor Marquardt notified every one of some upcoming events.

October 22 - DEA Drug Take-Back at Price Chopper from 10-2.

October 26 - Roesland Elementary Third Grade City Hall tour with Q&A and a mock council meeting.

December 6 - Annual tree lighting at Sweany Park.

December 9 - Holiday Party for City staff from the Governing Body.

Mayor Marquardt said he attended the LKM meeting and attended the mini houses session which he found very interesting. He said the highlight was seeing Frank White who continues to work hard and is now the county executive for Jackson County. Mr. White is a former ballplayer for the Kansas City Royals. Mayor Marquardt said he knows that citizens work hard for the city when they could be doing other things, so he is appreciative of that public service. Mr. White made a point of saying don't be afraid of making mistakes, but to admit it, make no excuses, learn from it and move on. He also talked about his history as a ball player and putting in hard work, and also making the sacrifice to advance the runner. He also told the story of being so nervous before the World Series that he couldn't sleep until his wife drove him to the stadium. Mr. White said sometimes you have to try different things to make things work. Mayor Marquardt said it was an honor to meet him.

B. ARDIE DAVIS PROCLAMATION

CMBR Kelly read the proclamation into the record.

MOTION: CMBR KELLY MOVED AND CMBR THOMPSON SECONDED TO APPROVE THE ARDIE DAVIS PROCLAMATION. (MOTION PASSES 8-0)

(Applause and then photos were taken)

V. WORKSHOP AND COMMITTEE REPORTS

A. COMMITTEE AND COUNCIL REPORT

CMBR Thompson reported at the Special Call City Council meeting the developers from Commerce Bank and Embree Hospital provided an overview of their project at Johnson and Roe and also discussed the details of their request. The City Council reviewed the plan and the dedication of public land for the final plat. They approved the rezoning and the development plan with the exception of the sheets outlining the bank design. The architects have met with the ad hoc development group to discuss alternative plans for the bank.

CMBR Thompson also provided the Ad Hoc Development Committee update noting that they discussed the design for the Commerce Bank with Matt Masilionis of RMTA Architects who provided an alternative design to the

committee. The committee then asked Mayor Marquardt to provide illustrations representing the committee feedback. The discussions will continue on October 19.

The committee then discussed filling in of the caves and the grading plan for the property of the cave site which was also discussed later in this meeting.

B. BRANDING COMMITTEE

CMBR Poppa reported for the Branding Committee that Benedictine is in the process of completing the focus group interviews and the committee is also reviewing the citizen survey data associated with the branding of the city.

VI. REPORTS OF CITY LIAISONS

A. NE ANIMAL CONTROL

No report was given as there was no quorum at their last meeting.

B. SHAWNEE INDIAN MISSION

Bill Art brought order forms for sales of wreaths and centerpieces to support the Shawnee Indian Mission. He said the forms can be turned into the city or brought over to the Mission.

October 19, Wednesday - Lunch and Learn at the North Building at noon. The Lunch and Learn meetings are held on the third Wednesday of the month.

October 22, Saturday - Texas Hold 'Em Tournament fundraiser through the Friends and Foundation of the Shawnee Indian Mission along with the City of Fairway, Kansas. Everyone is invited to participate. It will be an evening of cards, camaraderie and fun as they work to identify the 2016 Fall Festival Texas Hold 'Em Grand Master. It will be to help preserve the Mission and to support the 30th Annual Shawnee Mission Fall Festival. Doors open at 6:30 p.m. and the game begins at 7:00. Tickets are \$25 and seating is random with play expected to last approximately two hours.

Mr. Art added that the state of Kansas has pulled back on putting money toward the historical site and they are in dire need of raising funds to continue to support it. Fairway, Kansas has taken over administration of the site as a way to assist in making sure that things keep going. Fairway is also looking for ways to open it up more days of the week.

November 25, the Friday after Thanksgiving, starts the annual Christmas tree sale fundraiser. Mr. Art said a lot of people are making it an annual event when purchasing a tree.

December 2nd will be the First Friday event and he will bring invitations to the next City Council meeting. He asked everyone to hold that evening open.

CMBR Rhoades asked how the Fall Festival went. Mr. Art said there were 40 vendors at the event, but he would present the final numbers at the next Council meeting. Mr. Rhoades said it looked like it was very well attended.

VII. UNFINISHED BUSINESS

There was no unfinished business to discuss.

VIII. NEW BUSINESS

A. DISCUSSION OF CONTRACT FOR CAVES STABILIZATION AND GRADING WITH PYRAMID CONSTRUCTION

City Administrator Moody said enclosed in the packet is a contract that reflects a design bid process for identifying the best approach to stabilization of the caves. It has an \$820,000 base bid. There are three line items that specify per unit quantities: one for removal of additional rock, one for bringing in additional earth, and one for building a retaining wall. The estimate from a preliminary grading plan that has been put together is that the wall would cost \$125,000. Additional dirt could cost \$125,000 as well. This adds \$250,000 and brings the cost close to a million dollars. There is flexibility in the contract to decide how much of those items are added to the base. Staff is continuing discussions with the two businesses that have indicated an interest in locating where the best estimate of where the wall should be and where the grade should be. Staff is asking for approval to spend under this contract \$1,150,000 on the grading on the site. This leaves about \$150,000 to do the work through the February 2018 deadline to use the funds. There are some utilities extensions they anticipate will use some of the \$150,000.

CMBR McNeil pointed out a typo that with the approval of the agreement staff recommends Council authorizing up to \$1,150,000, and that a zero was missing and wanted to make sure everyone was clear as to the amount.

CMBR Thompson recognized this is a lot of money, but said it is needed and is a good use of the TIF funds which need to be used or they are lost.

CMBR Janssen asked about the grading. City Administrator Moody said it's designed at a 3:1 starting at the berm where the Public Works site is located and will be graded to where the old pool grade was. There will be a four percent grade across the majority of the old pool and tie into existing grades on Roe Lane and 48th Street.

Jerry Johnson, City Engineer from Shafer, Kline & Warren (SKW) said the grading plan in Revision 7 was used to develop the final pricing and the unit pricing. He also noted that on Roe Boulevard there are two structures proposed, retail space and restaurant with no grading behind that. The wall will be on west side in a north to south direction tying into one of the portal structures so as to tie into the existing rock wall. On the east side they will match into the grade.

Mr. Johnson gave a detailed explanation of the site grade plan. He said they have selected the one design-build team that gave the City the best option at the lowest cost to move forward with future development. It took away a lot of the "risk" by doing a demolition of the mine rather than in-fill with concrete. Included in the guaranteed bid will be some "crud" removal that will have to be hauled away from the mine, which is included in the lump sum portion of the price.

CMBR Fast asked for further clarification that with the dirt being brought in will it be strong enough to build a hotel on top or some other structure. Mr. Johnson said the 3:1 slope will probably not be developed and will be a feature to get from the lower bowl to the upper bowl. The hotel as currently planned is in Tract 1 on the northwest and would not be over the mine. There is the potential for parking that would overlap the surfaces, but there will be an ability to construct a pad site under the oversight of sub-consultant Terracon who will oversee that as they fill it and make certain that it is being placed properly. Mr. Johnson did say that the proposed restaurant site at the southwest corner would probably have the most challenge for the development in the future because it has the most grade change from Roe Boulevard to 48th Street to Roe Parkway.

Mayor Marquardt added that the lines on the grade plan represent two-foot increments.

CMBR McNeil asked about the moving of the Public Works facility. The contractor will work with Public Works Director Leon and Public Works operations will remain there during construction. The jersey barrier will be moved to give the contractor the workspace that he needs for his construction operations.

CMBR Rhoades also added that on the south portion proposed for the restaurant that with the slope and grading that there is a possibility to build in the lower bowl section to build a two-story building where the bottom story would be whatever development happens on that section. He also added that the Ad-Hoc Redevelopment Committee is not designing the project and that was just an idea that was expressed.

Mayor Marquardt clarified that the buildings shown are speculation as the committee has not seen a site plan from either developer that they have been discussing items with.

CMBR Kellerman asked Public Works Director Leon when Public Works would be moved and to what location. Public Works Director Leon said in the last couple of weeks they have been removing the mulch pile, landscape rock, some equipment and trying to find areas to relocate them at the facility that fit beyond the boundary of the cave.

CMBR Janssen asked if the contractor would be responsible for erosion control to keep the water from washing back onto Roe Lane. Public Works Director Leon said erosion control is in the plan document of the contract as well as restoration items.

Mr. Johnson said they are currently getting the permit for the Northern Long-eared Bat Clearance to allow them to remove trees at the site. They have submitted a notice of intent for a grading project as the site is greater than one acre. They are now able to start moving dirt, but part of the application is a soil and erosion control plan that the contract will have and be expected to improve on the plan and develop a Stormwater Pollution Prevention Plan (SPPP) to ensure there are no run-offs at the site.

CMBR McNeil asked if the rock outcroppings will be left. Mayor Marquardt said the main obelisk column was requested to be left in place by one developer. Mr. Johnson added the contractor will clean up the rock outcroppings wall. The obelisk structure will have the trees removed.

The Council discussed who would authorize the spending of the funds. CMBR Thompson suggested approving the \$820,000 as specified and then review additional amount as they come forward.

Mr. Johnson said the contractor is anxiously awaiting approval and the work is planned to be done over the winter. The planned start date is October 17, 2016. There is a performance bond and a payment bond in hand.

MOTION: CMBR THOMPSON MOVED AND CMBR RHOADES SECONDED TO ENTER INTO A CONTRACT FOR CAVE STABILIZATION AND SITE GRADING OF THE OLD POOL SITE WITH PYRAMID CONSTRUCTION WITH THE DETAILS AS OUTLINED IN THE ACTION ITEM TO INCLUDE EXPENSES OF \$820,000 UP TO \$1,150,000 BEING AUTHORIZED AFTER A REVIEW BY THE REDEVELOPMENT AD HOC COMMITTEE. (MOTION PASSES 8-0)

B. CODE ENFORCEMENT PERIODIC UPDATE (Workshop Item #3)

Ms. Jones-Lacy provided the quarterly report that shows what code violations are occurring, the location and with what frequency they are occurring throughout the City. If a violation is noted, typically a courtesy notice is given either through a letter or a door hanger depending on the violation. The resident then has ten days to rectify the violation. If not rectified, they will receive a certified letter. If the infraction continues, then a court summons is issued. Items like tall grass the city has the ability to take action on their own. They also have the ability to assess the cost to property taxes. Most instances are handled through the municipal court. If they are rectified within 10 days, but then reoccur, the time starts over. She said this is an area that possibly needs to be addressed in order to eliminate those recurrences.

Of the 129 incidents that occurred between July 1 and September 30, 2106, ten percent had multiple notices for the same violation within the span of one year. She said this indicates that citizens are paying heed to notices and taking care to address situations.

Ms. Jones-Lacy showed a city map of the location and type of code violations. She noted that grass taller than eight inches has been the number one reported violation enforced. Following that, they are nuisances involving public

health, portable storage units and then city-wide rentals. Nuisances affecting public health is primarily concerning junk, debris, improperly placed trash and portable storage units.

Since January of 2016, there have been 33 single family rental homes that have been internally inspected by Neighborhood Services. Almost all of them have had something that has required a re-inspection, but the vast majority have been minor issues which were easily fixed. Common issues are GFI outlets or improper placements of outlets. These inspections have all been self-reported. Neighborhood Services has conducted four inspections of short-term rentals. They are also reaching out to new short-term rentals as they become aware of them, usually online. Letters have been sent to them to let them know about the City ordinance and that they need to be licensed.

C. CITY ATTORNEY SECTION (Workshop Item #4)

City Administrator Moody provided the Governing Body with an engagement letter as there is currently not one in place. The City Code states that the City Attorney position is an appointment with the consent of Council.

Mayor Marquardt said he would like the Council to approve the appointment of Steve Mauer from the Zerger and Mauer, LLP, as the new City Attorney.

Steve Mauer introduced himself to the Governing Body and said he was looking forward to working with the City. He said his firm will do their best and hold up what current City Attorney Shortlidge has done.

City Administrator Moody said it is the intent that the new city attorney would take his position as of January 1, 2017, following the retirement of City Attorney Shortlidge.

CMBR Fast asked how the transfer would be done after Mr. Shortlidge has been working with the city for the past 26 years. Mr. Shortlidge said the transfer of those documents is up to the city. He said most of them are in storage. CMBR Fast noted that the city has had to go to Mr. Shortlidge in the past to find documents that they couldn't find.

City Administrator Moody said it was a good opportunity to digitize the records into a records management system which will make it easier to look for them and will make it easier to share with Zerger Mauer. They won't necessarily get rid of the paper copies, but this is an opportunity to inventory that information and put it into a filing structure.

CMBR Fast added there was an issue with documents regarding the TIF projects. City Attorney Shortlidge clarified that the City had different bond counsel when the three districts were initially created. He added that Gilmore & Bell has been bond counsel for quite a while so the more recent project approvals, etc., Gilmore & Bell has that documentation.

Mr. Mauer said he will be at the city to watch to see how things are run. He will not charge or bill anything until after the first of the year.

City Administrator Moody added that he will start to copy Mr. Mauer on conversations with Mr. Shortlidge so that he is up to speed as to what is taking place.

CMBR Kellerman asked if the archives will go to staff or the new attorney. City Attorney Shortlidge said the documents would go to the City as the client who would then decide what to do with them.

Mayor Marquardt asked how much information there is. City Attorney Shortlidge said there would be a lot of boxes over 26 years as well as electronic files.

CMBR Thompson said she felt this would be a good project for the Admin committee and to work with City Administrator Moody to determine what is pertinent.

Mayor Marquardt said the Admin committee will review that with the City Administrator and discuss how to approach the task.

Mayor Marquardt said it will be discussed later, but the City very much appreciates the 26 years of service, and will plan a reception for him later.

MOTION: CMBR THOMPSON MOVED AND CMBR KELLY SECONDED TO APPOINT STEVE MAUER OF ZERGER AND MAUER, LLP AS THE NEW CITY ATTORNEY. (MOTION PASSES 8-0)

D. ORDINANCE NUMBER 941 – AMENDMENT RELATED TO CITY CODE ON SIGNS (Workshop Item #5)

MOTION: CMBR POPPA MOVED AND CMBR RHOADES SECONDED TO TAKE THIS ITEM FROM THE TABLE AND OPEN IT FOR DISCUSSION. (MOTION PASSES 8-0)

CMBR Poppa said he received an e-mail from a resident concerned with unintended assignment of malicious intent saying that the primary purpose of a sign unrelated to traffic and placed along the roadway is to attract the attention of drivers and to distract them from their primary responsibility of driving.

CMBR Poppa directed the Governing Body to Section 16-902(A)(8).

City Attorney Shortlidge said this is new language coming from the ILMA model sign code. He said putting signs up is to attract people's attention. The City's interest, however, is in traffic safety. Two regulations for sign regulation are traffic safety and aesthetics which are competing interests.

CMBR Rhoades asked to see what the language of Kansas is to compare the verbiage with the U.S. Constitution. He also noted that the City will still not be in compliance with Kansas law.

City Attorney Shortlidge said the Council has been provided with the statute when this was first discussed.

City Administrator Moody said the intent for the changes is to make the City's sign regulation consistent with recent federal case law. It is not designed to make the City compliant with state law. He would characterize the position of the ordinance so that it is less likely to be challenged legally. The changes were crafted by attorneys to avoid cities being sued on this issue.

CMBR Rhoades would like to know what is non-compliant. He felt there still needs to be clarification to avoid future issues.

There was Council discussion about the consistency of the code throughout the City. The properties of St. Agnes and Bishop Miega as one property and the number of signs permitted were also discussed.

City Attorney Shortlidge said currently the City does not regulate political signs as that is content-based regulation. The state of Kansas decided to explicitly regulate political signs which is considered unconstitutional and Roeland Park Council elected not follow the state.

It was agreed to continue this discussion at the next Workshop before a Council meeting and that CMBR Rhoades would gather his questions and forward them to Mr. Shortlidge.

CMBR Kelly asked if there was a timeframe to work on this issue. City Attorney Shortlidge responded that the longer the wait, the more opportunity there is for someone to challenge the current ordinance.

(City Council in Recess)

Mayor Marquardt said that CMBR Kellerman could not remain for the finish of the meeting.

(CMBR Kellerman left the meeting)

E. BIKE WALK AD-HOC FINAL REPORT (Workshop Item #6)

Kyle Rogler, provided a continuation of the Bike Walk Ad-Hoc Final Report from a previous meeting. He added that an addition was made to the report to give a Big 6, the six most important aspects of the report for the City to potentially look at and adopt for further consideration.

- Design guidelines to help further promote the Roe 2020 as well as further improvements that fall in line with Community for All Ages and Universal Design.
- To continue the safe routes to school. Shawnee Mission School District is with working with Roesland Elementary on a pilot bike to school program.
- Wayfinding
- Implementing the Planning Sustainable Places.
- Walk Friendly Communities Application.
- Universal Design

The report also encourages design guidelines to help encourage pedestrian movement.

Mr. Rogler also noted that share rows and cautioning do not necessarily increase the safety of the cyclist, but creates awareness. The committee recommends a protected/separate bike lane.

By paying attention to land use and actively encouraging developable walkable space it will transition Roeland Park to be a walkable city and fall in line with both the strategic plan and comprehensive plan.

Public Works Director Leon asked if a bicyclist is on the roadway and comes to a four-way stop, they can run through the stop sign which would also run the risk of the cyclist colliding with a vehicle entering the intersection. Mr. Rogler said this is what is usually called the Idaho traffic stop law. If a cyclist who comes to a four-way, it can be treated as a yield sign. He said this is something that needs to be addressed by the city and should be codified by the city. He also added that having educational events and bicycle safety courses also help to reinforce the cycle laws of the road.

Mr. Rogler clarified for Ms. Thompson that the cities in green all have a Walk Friendly Communities designation and that currently in Kansas there is no Walk Friendly city.

BikeWalkKC will perform a walkability audit and review intersections or hotspots for sidewalks, crosswalks, and signage to evaluate an intersection for safety.

The ad hoc committee recommends the program be continued and added that a lot of the work that was done as part of the report will be continued by the Sustainability Committee under the Community for All Ages umbrella.

With the completion of the report, the Pedestrian-Bicycle Safety Ad Hoc Committee will dissolve. Many of the tasks and responsibilities will be shifted over into the Sustainability Committee. Laura Steele from the Pedestrian-Bicycle Safety committee has joined the Sustainability Committee. Joe Blankenship also continues to help. Mr. Rogler said he will help where he can on the Planning Commission. He also said that CMBR Kelly worked to help

implement the Sustainability Committee and CMBR Thompson is on the Development Ad Hoc Committee. He added that the voices from the ad hoc committee are still working in other ways within the City to help Roeland Park develop a bicycle and pedestrian friendly city.

Mayor Marquardt said he and the committee have done an amazing amount of work

Public Works Director Leon said he appreciated Mr. Rogler's work and effort. He and his staff will be reviewing the report as they continue to find ways to improve the City's infrastructure and maintenance, etc.

CMBR Poppa also thanked Mr. Rogler and the effort put into his report. He asked to see a summarized version with the budget for 2017. City Administrator Moody said he could see implementing parts of the plan through the objectives the Council adopts and develops each year.

CMBR Kelly said there will be a happy hour in Mission at The Bar in November and that Roesland started their BLAST bicycle program, and they will have BikeWalkKC staff member in the school during their PE classes for 4-6th grade as part of the program. They are also looking to do an Earn a Bike program.

Mr. Rogler said that focusing resources in areas where there is business or residential concentration or in a historical residential area will help make those places more walkable and bike friendly would encourage people to live there.

F. COPIER LEASE AGREEMENT (Workshop Item #7)

City Clerk Bohon said staff is still working on an agreement with insurance and getting that fixed.

In response to the RFP for copies was a proposed agreement for 39 month plan with all copy products that would be \$957/quarter. She asked for a 60 month plan, which would be \$645/quarter. This results in a \$2,280 annual savings. They are hoping to get that agreement.

MOTION: CMBR THOMPSON MOVED AND CMBR THOMPSON SECONDED TO ACCEPT THE BID FROM ALL COPY PRODUCTS FOR KONICA MINOLTA COLOR COPIES AT A COST OF \$645 PER QUARTER AND ENTER INTO THE LEASE AGREEMENT AND SERVICE PLAN FOR SERVICE CALLS, PARTS AND TONER. (MOTION PASSES 7-0)

G. FORM A TASK GROUP TO RESEARCH THE LOGISTICS AND COSTS OF LIVE STREAMING, RECORDING AND ARCHIVING CITY COUNCIL WORKSHOP AND CITY COUNCIL MEETINGS (Workshop Item #8)

CMBR Janssen asked to form the task group with CMBR Rhoades, CMBR Kellerman to do preliminary research on live-streaming the Council meetings.

MOTION: CMBR FAST MOVED AND CMBR POPPA SECONDED TO FORM A TASK FORCE TO RESEARCH THE LOGISTICS AND COSTS OF LIVE STREAMING, RECORDING AND ARCHIVING CITY COUNCIL WORKSHOPS AND CITY COUNCIL MEETINGS FOR A PRESENTATION JANUARY 2017. THE TASK FORCE WILL CONSIST OF CMBRS JANSSEN, RHOADES AND KELLERMAN. (MOTION PASSES 7-0)

IX. ORDINANCES AND RESOLUTIONS

X. REPORTS OF CITY OFFICIALS

XI. ADJOURNMENT

CMBR Thompson said the Governing Body has had a lot to do in October and commended everyone for their hard work and for putting in a lot of time.

MOTION: CMBR THOMPSON MOVED AND CMBR KELLY SECONDED TO ADJOURN. (MOTION PASSES 7-0)

(Roeland Park City Council Meeting Adjourned)

Joel Marquardt, Mayor

Kelley Bohon, City Clerk

Item Number: Consent Agenda- II.-D.
Committee 12/19/2016
Meeting Date:



City of Roeland Park

Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **November 1, 2016 Special Called City Council Minutes**
Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description



November 1 minutes

Type

Cover Memo

**CITY COUNCIL MEETING MINUTES
CITY OF ROELAND PARK, KANSAS
Roeland Park City Hall
4600 W 51st Street, Roeland Park, KS 66205
Monday, November 1, 2016 6:00 P.M.**

- Joel Marquardt, Mayor
- Becky Fast, Council Member
- Tim Janssen, Council Member
- Ryan Kellerman, Council Member

- Teresa Kelly, Council Member
- Sheri McNeil, Council Member
- Michael Poppa, Council Member
- Michael Rhoades, Council Member
- Erin Thompson, Council Member

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

Admin
Poppa
Fast

Finance
Kelly
Janssen

Safety
Thompson
Rhoades

Public Works
Kellerman
McNeil

PLEDGE OF ALLEGIANCE

Mayor Marquardt called the meeting to order.

I. ITEMS

1. EXECUTIVE SESSION

MOTION: CMBR MCNEIL MOVED AND CMBR JANSSEN SECONDED THAT THE COUNCIL RECESS INTO EXECUTIVE SESSION UNDER THE PERSONNEL MATTERS OF NON-ELECTED PERSONNEL EXCEPTION TO THE OPEN MEETINGS ACT IN ORDER TO DISCUSS A PERSONNEL MATTER CONCERNING THE POLICE DEPARTMENT WITH THE OPEN MEETING TO RESUME IN COUNCIL CHAMBERS AT 6:45. (MOTION PASSED 7-0).

(City Council in Executive Session)

MOTION: CMBR MCNEIL MOVED AND CMBR JANSSEN SECONDED THAT THE COUNCIL RECESS INTO EXECUTIVE SESSION UNDER THE PERSONNEL MATTERS OF NON-ELECTED PERSONNEL EXCEPTION TO THE OPEN MEETINGS ACT IN ORDER TO DISCUSS A PERSONNEL MATTER CONCERNING THE POLICE DEPARTMENT WITH THE OPEN MEETING TO RESUME IN COUNCIL CHAMBERS AT 7:50. (MOTION PASSED 7-0).

(City Council in Executive Session)

MOTION: CMBR MCNEIL MOVED AND CMBR JANSSEN SECONDED THAT THE COUNCIL RECESS INTO EXECUTIVE SESSION UNDER THE PERSONNEL MATTERS OF NON-ELECTED PERSONNEL EXCEPTION TO THE OPEN MEETINGS ACT IN ORDER TO DISCUSS A PERSONNEL MATTER CONCERNING THE POLICE DEPARTMENT WITH THE OPEN MEETING TO RESUME IN COUNCIL CHAMBERS AT 8:42. (MOTION PASSED 7-0).

(City Council in Executive Session)

MOTION: CMBR MCNEIL MOVED AND CMBR JANSSEN SECONDED THAT THE COUNCIL RECESS INTO EXECUTIVE SESSION UNDER THE PERSONNEL MATTERS OF NON-ELECTED PERSONNEL EXCEPTION TO THE OPEN MEETINGS ACT IN ORDER TO DISCUSS A PERSONNEL MATTER CONCERNING THE POLICE DEPARTMENT WITH THE OPEN MEETING TO RESUME IN COUNCIL CHAMBERS AT 9:02. (MOTION PASSED 7-0).

(City Council in Executive Session)

MOTION: CMBR MCNEIL MOVED AND CMBR JANSSEN SECONDED THAT THE COUNCIL RECESS INTO EXECUTIVE SESSION UNDER THE PERSONNEL MATTERS OF NON-ELECTED PERSONNEL EXCEPTION TO THE OPEN

MEETINGS ACT IN ORDER TO DISCUSS A PERSONNEL MATTER CONCERNING THE POLICE DEPARTMENT WITH THE OPEN MEETING TO RESUME IN COUNCIL CHAMBERS AT 9:25. (MOTION PASSED 7-0).

(City Council in Executive Session)

MOTION: CMBR MCNEIL MOVED AND CMBR THOMPSON SECONDED THAT THE COUNCIL RECESS INTO EXECUTIVE SESSION UNDER THE PERSONNEL MATTERS OF NON-ELECTED PERSONNEL EXCEPTION TO THE OPEN MEETINGS ACT IN ORDER TO DISCUSS A PERSONNEL MATTER CONCERNING THE POLICE DEPARTMENT WITH THE OPEN MEETING TO RESUME IN COUNCIL CHAMBERS AT 9:47. (MOTION PASSED 7-0).

II. ADJOURNMENT

(Last motion not recorded, but Mayor Marquardt said it was unanimous and adjourned the meeting.)

(Roeland Park Special Call City Council Meeting Adjourned)

Joel Marquardt, Mayor

Kelley Bohon, City Clerk

Item Number: Consent Agenda- II.-E.
Committee 12/19/2016
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **November 14, 2016 Special Called Council Minutes**
Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description

📄 November 14 Special Called Council minutes

Type

Cover Memo

**CITY COUNCIL MEETING MINUTES
CITY OF ROELAND PARK, KANSAS
Roeland Park City Hall
4600 W 51st Street, Roeland Park, KS 66205
Monday, November 14, 2016 6:00 P.M.**

- Joel Marquardt, Mayor
- Becky Fast, Council Member
- Tim Janssen, Council Member
- Ryan Kellerman, Council Member

- Teresa Kelly, Council Member
- Sheri McNeil, Council Member
- Michael Poppa, Council Member
- Michael Rhoades, Council Member
- Erin Thompson, Council Member

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

Admin
Poppa
Fast

Finance
Kelly
Janssen

Safety
Thompson
Rhoades

Public Works
Kellerman
McNeil

Mayor Marquardt called the meeting to order and noted all Councilmembers were present.

I. ITEMS

1. EXECUTIVE SESSION

MOTION: CMBR RHOADES MOVED AND SECONDED BY CMBR JANSSEN TO RECESS IN EXECUTIVE SESSION UNDER THE PERSONNEL MATTERS OF NON-ELECTED PERSONNEL EXCEPTION TO THE OPEN MEETINGS ACT IN ORDER TO DISCUSS A PERSONNEL MATTER CONCERNING THE POLICE DEPARTMENT WITH THE OPEN MEETING TO RESUME IN COUNCIL CHAMBERS AT 6:30. (MOTION PASSES 8-0)

(City Council in Executive Session)

MOTION: CMBR RHOADES MOVED AND SECONDED BY CMBR JANSSEN TO RECESS IN EXECUTIVE SESSION UNDER THE PERSONNEL MATTERS OF NON-ELECTED PERSONNEL EXCEPTION TO THE OPEN MEETINGS ACT IN ORDER TO DISCUSS A PERSONNEL MATTER CONCERNING THE POLICE DEPARTMENT WITH THE OPEN MEETING TO RESUME IN COUNCIL CHAMBERS AT 6:40. (MOTION PASSES 8-0)

(City Council in Executive Session)

II. ADJOURNMENT

MOTION: CMBR RHOADES MOVED AND CMBR POPPA SECONDED TO ADJOURN. (MOTION PASSED 8-0).

(Roeland Park Special Call City Council Meeting Adjourned)

Joel Marquardt, Mayor

Kelley Bohon, City Clerk

Item Number: Consent Agenda- II.-F.
Committee 12/19/2016
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 12/1/2016
Submitted By: Jose Leon, Director of Public Works
Committee/Department: Public Works
Title: **On Call City Engineer Selection**
Item Type: Other

Recommendation:

Staff recommends Council to approve the On-Call City Engineer Agreement with Larkin Lamp Ryneerson (LLR).

Details:

Staff issued a Request For Qualifications (RFQ) for On-Call City Engineer Services. The City received 10 responses. Staff coordinated a panel which included: Director of Public Works, City Administrator, Asst. City Administrator, Mayor, both Public Works Committee Chairs, and (guest) City of Overland Park City Engineer. The panel reviewed and ranked the proposals, then interviewed the top five (5) scoring teams. Completing the process, the panel instructed staff to pursue an agreement with LLR as our On-Call City Engineer.

Staff will continue to work with Shafer, Kline, and Warren (SKW) through the completion of projects which are in construction or nearing bid process. These include work on the caves site, 2017 street maintenance, and any additional work that needs to be completed on the north east and west cloverleaves. Staff would like to thank SKW for their commitment to serving Roeland Park over the last 4+ years.

Financial Impact

Amount of Request: \$100,000 + \$40,000	
Budgeted Item?	Budgeted Amount: \$140,000

Additional Information

- LLR has agreed to provide 20 hours from Point of Contact to the City at no cost
- LLR has agreed to hold the hourly rates of their staff until March 2018.

How does item relate to Strategic Plan?

N/A

How does item benefit Community for all Ages?

N/A

ATTACHMENTS:

Description	Type
 Larkin Lamp Ryneerson Agreement - On Call City Engineer	Backup Material

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made as of the ____ day of January 1, 2017, by and between the City of Roeland Park, Kansas, its successors and assigns, hereinafter called the CITY, and Lamp Rynearson & Associates, Inc. d/b/a Larkin Lamp Rynearson (LLR), a Nebraska Corporation, hereinafter called the CONSULTANT.

WITNESSETH:

WHEREAS, the CITY is authorized and empowered to contract with the CONSULTANT for provisions of professional engineering services as hereinafter described; and

WHEREAS, the CONSULTANT, (a Nebraska Corporation with offices at 9001 State Line Road, Suite 200 , Kansas City, MO 64114) is registered and in good standing in accordance with the laws of the State of Kansas and is qualified to provide the professional engineering and planning services desired by the CITY.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

The CONSULTANT will serve as the CITY'S On-Call City Professional Engineer representative in those phases of the Project to which this Agreement applies and will give consultation and advice to the CITY during the performance of its services.

AND the CITY is authorized and empowered to contract with the CONSULTANT for the purpose of designing and furnishing other related Engineering Consultant Services in connection with the Project;

The CITY and the CONSULTANT in consideration of their mutual covenants herein agree in respect to the performance of professional services by the CONSULTANT and the payment for those services by the CITY, as set forth below.

PART A — SERVICES TO BE PROVIDED BY THE CONSULTANT

After the CITY issues a notice to proceed, the CONSULTANT shall proceed with the following services.

- a. Attend City Council Meetings, Planning Commission meetings, Council Workshops, or other meetings as required. Accompany the City Administrator or Public Works Director to Mid-America Regional Council (MARC), CARS, and SMAC meetings.
- b. Consult with City Officials.
- c. Perform engineering and planning reviews of site plans, studies and reports submitted for City approval.
- d. Perform small engineering studies including, Traffic Engineering Services, but not limited to intersection capacity analyses, pedestrian crossing studies, intersection control studies, localized drainage studies, in-field review of streets, sidewalks, drainage structures, or other street appurtenances.
- e. Assist in the development of applications for Federal, State, MARC, County and other funding opportunities.
- f. Develop and/or review annual roadway maintenance practices and provide guidance for recommended methods of roadway repairs.
- g. Provide consultant services to the Planning Commission and Board of Zoning Appeals.

- h. Other miscellaneous consulting engineering services, as mutually agreed upon by the CITY and CONSULTANT.

In the event additional services are required through changes in the scope of the project, or unusual or unforeseen circumstances are encountered, or the CITY desires other design services for significant projects, the CONSULTANT shall, upon written authorization by the CITY, perform the additional services as mutually agreed upon by both parties by Supplemental Agreement.

PART B — INSPECTIONS, CONFERENCES, AND APPROVALS:

Representatives of the CITY shall have the right to inspect and review the work being done by the CONSULTANT and consult with the CONSULTANT at any time. Conferences are to be held at the request of the CITY or CONSULTANT.

PART C — COMPENSATION:

The CITY agrees to pay the CONSULTANT as compensation for all the services stipulated in PARTS A and B herein as follows:

Billing will be based on the schedule of charges used for general consultation, which is attached hereto and made part hereof (EXHIBIT A).

CONSULTANT shall submit all invoices for design related services and for construction related services on forms provided by the CITY.

CONSULTANT shall invoice CITY monthly for all services rendered and expenses incurred during the previous month.

All invoices for services shall be accompanied by a documented breakdown of expenses incurred with location to which this Agreement applies. This documentation shall include project personnel by job classification, hourly rate, and number of hours. All invoices for services shall be submitted to the City by the second Monday of each month.

Payment will be made monthly on the basis of statements submitted by the CONSULTANT subject to the CITY'S review thereof.

The term "direct non-salary costs" shall include the CONSULTANT'S payments to others in connection with the PROJECT, transportation, and reproduction work.

Transportation, including use of survey vehicle or automobile in connection with the PROJECT will be charged in accordance with EXHIBIT A - Hourly Rate Schedule. Blue line prints on white paper made at the CONSULTANT'S office will be included at the CONSULTANT'S cost in accordance with EXHIBIT A - Hourly Rate Schedule. Other reproduction work and materials required will be charged at actual cost.

PART D – OBLIGATIONS OF CITY:

CITY, at its own expense, will provide the following:

1. Make available to CONSULTANT on request with reasonable notice, at CITY'S offices, all existing records, maps, plans and other data possessed by the CITY when such are necessary, advisable or helpful to the CONSULTANT in the prosecution of its work under this AGREEMENT.
2. Designate in writing a person to act as the CITY'S representative with respect to the services to be performed or furnished by the CONSULTANT under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the CITY'S policies and decisions with

respect to the CONSULTANT'S services for the Project. In the absence of any such designation, or until such designation is made by CITY, its City Administrator shall serve as the designated representative.

PART E — TERMINATION OF THE AGREEMENT:

This Agreement may be terminated by the CITY with 15 days written notice. Any such termination by the CONSULTANT shall require a 45 day notice to the City. In the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided however, that in any such case, the CONSULTANT, to the extent not in default, shall be paid for all services actually rendered and all costs reasonably incurred up to the time of termination on the basis of the payment provisions of this Agreement. In all events, the CITY shall have the right to terminate the services of the CONSULTANT, irrespective of whether the CONSULTANT is in default, upon such date as shall be specified in a notice to be delivered in writing to the CONSULTANT. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the CITY when, and if, this Agreement is terminated, but it is mutually agreed by the parties that the CITY will use them in accordance with the provisions in Part G, Section 4 of this Agreement. No such termination shall be deemed to release the CONSULTANT or any insurer from obligations under part G, Sections 2 and 3 of this Agreement for liability arising from or out of anything occurring or arising on or prior to such termination.

PART F — COMMISSIONS AND FEES:

The CONSULTANT assures that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this

Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon resulting from the award or making of the Agreement. For breach or violation, the CITY shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

PART G — GENERAL CONSIDERATIONS:

1. Insurance

The CONSULTANT shall secure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or diseases or death of any and all employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom. The CONSULTANT shall list the CITY as an additional insured on the CONSULTANT'S general liability insurance policy.

The CONSULTANT, its agent, representatives, and employees shall also secure and maintain professional liability insurance for protection from claims arising out of the performance of this Agreement. Such insurance shall provide protection from claims arising out of this Agreement caused by any error, omission, or act of the CONSULTANT or its employees, agents or representatives in at least the amounts hereunder set forth as desirable.

The insurance provided shall contain provisions that it cannot be canceled or modified or fail to be renewed except upon 30 days prior written notice to the CITY from the insurer(s) at risk, and shall be in at least the following minimum amounts:

- (a) Professional Liability insurance in the amount of One Million Dollars (\$1,000,000.00) per claim and annual aggregate (including contractual liability coverage, with all coverage retroactive to the earlier of the date of this Agreement and the commencement of CONSULTANT’S services in relation to the Project) covering personal injury, bodily injury and property damages, which coverage shall be maintained for a period of three (3) years after the date of final payment under this Agreement, if reasonably available and in the reasonable opinion of the CONSULTANT affordable.
- (b) Commercial General Liability Insurance (including broad-form contractual liability and completed operations), covering personal injury, bodily injury, death and property damage in the following amounts:

Each Occurrence	\$1,000,000
Personal & Adv Injury	\$1,000,000
Products/Completed Operations Aggregate	\$2,000,000
General Aggregate	\$2,000,000

The completed operations coverage shall extend for three (3) years after completion of CONSULTANT’S services.

- (c) Comprehensive Automobile Liability Insurance, including owned, hired and non-owned vehicles, if any, in the amount of One Million Dollars (\$1,000,000.00), combined single limit, covering personal injury, bodily injury, death and property damage.
- (d) Workers Compensation Insurance (and to the extent such is not applicable, Employers Liability Insurance) which shall fully comply with applicable law, and employer’s liability insurance with limits of not less than the greater of (i) statutory requirements or (ii) One Hundred Thousand Dollars (\$100,000.00) per occurrence. CONSULTANT shall provide a valid waiver executed by workers compensation and employer’s liability insurance carrier(s) of any right of subrogation against CITY or its employees for any injury to a covered employee working on CITY’S premises.

All liability insurance, except professional liability insurance, shall be written on an occurrence basis with form(s) and carrier(s) acceptable to CITY.

2. **Indemnity**

Indemnification: (a) CONSULTANT shall insure specifically the indemnification by it contained in this Agreement, and shall include the Indemnitees as additional insureds on the Commercial General Liability Insurance and the Comprehensive Automobile Liability Insurance policies described above. The insurance coverage afforded under these policies shall be (i) primary to any insurance carried independently by the Indemnitees and (ii) not deemed to limit CONSULTANT'S liability under this Agreement. Prior to CITY'S execution of this Agreement, CONSULTANT shall provide to CITY Certificates of Insurance reflecting the required coverages. The Certificate shall specify the date when such insurance expires. The insurance policies shall provide that CITY shall be given not less than thirty (30) days written notice from the insurer(s) at risk before cancellation, non-renewal or material modification of coverage of such insurance. A renewal certificate shall be furnished to CITY prior to the expiration date of any coverage, and CONSULTANT shall give CITY written notice of any proposed reduction or other material modification in such insurance no later than thirty (30) days prior to such change. Cancellation, non-renewal or material modification of coverage of any such insurance shall constitute a failure to perform within the meaning of this Agreement.

Indemnity – Commercial General Liability/Non Professional:

CONSULTANT hereby agrees to indemnify and hold CITY, its officers and

employees (collectively the “Indemnitees”) harmless from and against any and all losses, judgments, injuries, damages and expenses (including but not limited to reasonable attorney’s fees, expenses of litigation, fines and penalties) that the Indemnitees, or any one or more of them, may incur by reason of any injury, sickness, disease or death to any person or any damage or injury to any property (including but not limited to property of any one or more of the Indemnitees) to the extent arising out of or occurring in connection with the services performed by CONSULTANT under this Agreement or any of CONSULTANT’S acts or omissions. CONSULTANT further agrees that its obligation to indemnify the Indemnitees shall include, but not be limited to, liability for damages resulting from the personal injury, sickness, disease or death of any of CONSULTANT’S employees, regardless of whether CONSULTANT has paid the employee under the provisions of any workers compensation statute or law, or any similar federal or state legislation with protection of employees and that CONSULTANT’S obligation to indemnify the Indemnitees shall apply regardless of any contributory or concurrent negligence of any Indemnitee or Indemnitees. Nothing in this section shall be deemed to impose liability on CONSULTANT to indemnify the Indemnitees to the extent the cause of any loss is the negligence or other actionable fault of one or more of the Indemnitees. In the event the loss is caused by the joint or concurrent negligence of CONSULTANT and one or more of the Indemnitees, the loss shall be borne by each party in proportion to its negligence.

Indemnity – Professional Liability: CONSULTANT shall, to the fullest extent permitted by law, hold harmless and indemnify the CITY, its Governing Body

and each member thereof, and CITY'S officers, employees, commission members, representatives and their successors and assigns from any and all losses, liabilities, claims, suits, damages, expenses and costs, including reasonable attorney's fees and costs, to the extent caused by CONSULTANT'S negligent performance or negligent omission of performance of professional services under this Agreement and those of CONSULTANT'S subconsultants or anyone for whom CONSULTANT is legally liable.

3. Successor and Assigns

The CITY and the CONSULTANT each binds itself and its principals, successors, executors, administrators and assigns to the other party of this Agreement and to the principals, successors, executors, administrators and assigns of such other party in respect to all covenants of the Agreement; provided that, neither the CITY nor the CONSULTANT will assign, sublet or transfer its interest in this Agreement without the written consent of the other.

CONSULTANT shall not assign the right to any payments to be received hereunder, without the prior written consent of the CITY. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONSULTANT.

4. Ownership of Documents

The CITY acknowledges the CONSULTANT'S plans and specifications as instruments of professional service. Nevertheless, the plans and specifications

prepared under this Agreement shall become the property of the CITY upon completion of the work or as provided in Part E, above and the final version of any document shall be submitted to the CITY electronically in format acceptable to the CITY. The CITY recognizes that new circumstances, not the least of which is the passage of time, may make reuse of such plans and specifications not advisable and if they are reused must be approved by the Consultant. If and to the extent necessary for the CITY'S ownership of such plans and specifications and all other contract documents, CONSULTANT hereby assigns all copyright rights therein to the CITY and, if and to the extent such rights are not so assignable, grants an irrevocable exclusive right and license to use thereof by CITY without payment of any additional compensation, but must be approved by the Consultant. The only parties interested in this Agreement are named herein and this Agreement is made without collusion with any person, firm or corporation. No member of the City Council, officer or agent of the CITY is directly or indirectly financially interested in the Agreement.

PART H – NON DISCRIMINATION

1. CONSULTANT shall observe the provisions of the Kansas Act Against Discrimination and Chapter 5, Article 12 of the Code of the City of Roeland Park, Kansas, and shall not discriminate against any person in the performance of work under this Agreement because of race, religion, color, sex, disability, national origin, ancestry, familial status, sexual orientation, gender identity or military status. In all solicitations or advertisements for employees, CONSULTANT shall

include the phrase “Equal Opportunity Employer” or a similar phrase approved by the Kansas Human Rights Commission.

2. If CONSULTANT fails to comply with the manner in which CONSULTANT reports to the Kansas Human Rights Commission in accordance with the Provisions of K.S.A. 44-1031 and amendments thereto, CONSULTANT shall be deemed to have breached this Agreement and the Agreement may be cancelled, terminated, or suspended, in whole or in part by CITY.
3. If CONSULTANT is found guilty of violation of the Kansas Act Against Discrimination under decision or order of the Kansas Human Rights Commission which has become final, or found guilty of a violation of Chapter 5, Article 12 of the Code of the City of Roeland Park, Kansas, CONSULTANT shall be deemed to have breached the Agreement and this Agreement may be canceled, terminated or suspended in whole or in part by CITY.
4. CONSULTANT shall include provisions comparable to paragraph 1, 2, 3, and this paragraph in every subcontract and purchase order so that such provisions will be binding upon each such subcontractor or vender.
5. Notwithstanding anything expressed or implied elsewhere in this AGREEMENT, if CITY exercises any of its rights under the provisions of the preceding four paragraphs, CONSULTANT shall have no right to recompense or additional payments by reason of such action by CITY.

PART I – MISCELLANEOUS

1. Severability

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the CITY and the CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

2. Notices

Any notice required under this Agreement will be in writing, addressed to the appropriated party at the address which appears on the signature page to this Agreement (as modified in writing from item to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

3. Controlling Law

This Agreement is to be governed by the law of the State of Kansas.

4. The project manager for CONSULTANT will be Dan Miller, P.E. and Tony O'Malley will serve as the Principal-in-Charge.

5. CONSULTANT represents that the engineering services to be provided hereunder shall be performed by or under the direct supervision of an engineer duly licensed under the laws of the state of Kansas. Furthermore, CONSULTANT represents that all engineering documents and all services provided hereunder shall comply with all applicable laws, statues, building and zoning codes, ordinances, rules and regulations and industry standards.

6. CONSULTANT shall perform all services in a manner consistent with that level of care and skill ordinarily exercised by members of the engineering profession currently practicing in Johnson County under similar conditions.
7. The intent of the CITY and CONSULTANT is that CONSULTANT shall perform its services under this agreement in all respects as an independent contractor. CONSUTLANT shall employ and direct all persons performing any work hereunder, and such persons shall be and remain the sole employees of and subject to the control and direction of CONSULTANT, and shall not be the employees or subject to the direction of CITY, it being the intention of the parties hereto that CONSULTANT shall be and remain an independent contractor, and nothing herein contained shall be construed as inconsistent with that status.
8. The scope of work to be done under this Agreement shall be subject to modification and supplementation upon the written agreement of the duly authorized representatives of the contracting parties. The CONSULTANT shall have no obligation to perform services in connection with a change in the scope of work unless the cost thereof shall be agreed to under this paragraph.
9. The term of this agreement shall be for three (3) years, with up to three (3) one (1) year extensions. Approximately 30 days prior to the end of each one (1) year period, a meeting will be held between LLR and the CITY of Roeland Park staff for the purposes of conducting a performance review, revising the scope and/or language of the agreement, and submitting LLR's most current Hourly Rate Schedule.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as

of the day and year first above written.

LAMP RYNEARSON & ASSOCIATES
D/B/A LARKIN LAMP RYNEARSON.

By 
Tony O'Malley

Title: Office Leader
Address:
9001 State Line Road
Kansas City, MO 64114
Facsimile: (816) 361-0045

CITY OF ROELAND PARK, KANSAS

By _____
Keith Moody

Title: City Administrator
Address:
4600 W. 51st Street
Roeland Park, Kansas 66205
Facsimile: (913) 722-3713

ATTEST:

Kelley Bohon, City Clerk

Approved as to form:

Neil R. Shortlidge, City Attorney

Exhibit A

Lamp Rynearson & Associates, Inc. d/b/a Larkin Lamp Rynearson	
HOURLY RATE SCHEDULE	
March 31, 2016 – March 31, 2018 (Roeland Park, KS only)	
Position / Title	\$ - Hourly Rate
Principal III	241.00
Sr. Group Leader II	206.00
Sr. Group Leader III	222.00
Sr. Project Manager IV	166.00
Sr. Project Manager III	155.00
Project Manager III	135.00
Sr. Project Engineer II	117.00
Sr. Landscape Architect V	157.00
Landscape Architect II	78.00
Landscape Architect I	70.00
Project Engineer III	97.00
Project Engineer II	90.00
GIS Specialist III	90.00
Sr. Project Designer III	138.00
Project Designer IV	96.00
Engineering Tech II	73.00
Construction Observer V	88.00
Survey Project Mgr III	120.00
Survey Technician II	73.00
Party Chief II	76.00
Survey Field Tech II	60.00
Administrative Assistant II	59.00
Administrative Assistant I	51.00
Marketing Coordinator II	75.00
Offices Services Manager	106.00

Item	\$ - Charge Rate
Plots (Color) bond	\$2.50 /SF
Plots (Color) mylar	\$6.00 /SF
Plots (Color) photo paper	\$6.00 /SF
Mileage	\$0.62/mi
Administration of Subconsultants	Actual cost plus 10%



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/29/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Harry A. Koch Co. P.O. Box 45279 Omaha NE 68145-0279	CONTACT NAME:	
	PHONE (A/C, No, Ext): 402-861-7000 FAX (A/C, No):	
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: XL Specialty Insurance Co	37885
INSURED Lamp Rynearson & Associates, Inc. dba Larkin Lamp Rynearson 9200 Ward Parkway, #200 Kansas City MO 64114	INSURER B: Valley Forge Insurance Co.	20508
	INSURER C: National Fire Insurance Co of Hartf	20478
	INSURER D: Continental Insurance	35289
	INSURER E: Transportation Insurance Company	20494
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1013465856

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:			6020388563	9/30/2016	9/30/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			C6020388577	9/30/2016	9/30/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$0			C6020388594	9/30/2016	9/30/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	WC6020388580	9/30/2016	9/30/2017	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	Architects/Engineers Professional Liability Claims Made Basis			DPR9907106	9/30/2016	9/30/2017	\$5,000,000 \$5,000,000 Ea.Claim Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Roeland Park, Kansas is additional insured for general liability if required by written contract executed prior to loss.
Waiver of Subrogation applies for workers compensation if required by written contract executed prior to loss.
The general liability, auto liability, workers compensation, umbrella and professional liability policies have been endorsed to provide 30 days notice of cancellation, except for cancellation for nonpayment of premium, in which case 10 days notice of cancellation will be provided.

CERTIFICATE HOLDER

CANCELLATION

City of Roeland Park, Kansas Attn: Jose Leon Roeland KS 662015	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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Item Number: Consent Agenda- II.-G.
Committee 12/19/2016
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 11/28/2016
Submitted By: Keith Moody
Committee/Department: Public Works
Title: **Amendment to Salt Dome Agreement**
Item Type: Agreement

Recommendation:

Staff recommends amending the agreement with Fairway to clarify the apron as being included as a cost share item of construction and maintenance.

Details:

The original agreement between Fairway and Roeland Park does not address if the apron (paved area in front of the new salt dome) is part of the project. Fairway staff indicate the approach was anticipated to be a cost share item but was not addressed in the original agreement as that cost was not known at that time.

The apron is clearly an improvement that purely serves the salt dome and it is reasonable that this improvement would be a shared cost as is the dome itself. Language has been added to the agreement to reflect that the apron construction cost and maintenance cost will be shared equally between the two cities (added language is highlighted in green in the Amended Agreement document).

Financial Impact

Amount of Request: \$11,848.65	
Budgeted Item?	Budgeted Amount: \$296,479
Line Item Code/Description: 5760.360	

Additional Information

Roeland Park's share of the apron construction cost is \$11,848.65, which will be paid for out of the Equipment & Building Reserve Fund - Bldg Expense.

How does item relate to Strategic Plan?

The cost sharing agreement provides for efficient use of capital assets by both city's and enhances service dependability.

How does item benefit Community for all Ages?

N/A

ATTACHMENTS:

Description	Type
☐ Salt Dome Amended Agreement - Final	Backup Material
☐ Salt Dome Amended Agreement - Changes	Backup Material
☐ Salt Dome Cost Estimate 12-24-14	Cover Memo
☐ Salt Dome Plan Sheets	Cover Memo
☐ Original Agreement	Cover Memo

RESTATED SALT DOME AGREEMENT AND ACCESS EASEMENT

THIS SALT DOME AGREEMENT AND ACCESS EASEMENT (the "Agreement") is entered into as of this ____ day of _____, 2016 (the "Effective Date"), by and between the CITY OF ROELAND PARK, KANSAS, a Kansas municipal corporation ("Roeland Park"), having its principal place of business at 4600 West 51st Street, Roeland Park, Kansas 66205, and the CITY OF FAIRWAY, KANSAS, a Kansas municipal corporation ("Fairway"), having its principal place of business at 4210 Shawnee Mission Parkway, Suite 100, Fairway, Kansas 66205.

WITNESSETH:

WHEREAS, Fairway is the owner of that certain real property located in the City of Roeland Park, Johnson County, Kansas and more particularly described on Exhibit A attached hereto and made a part hereof (the "Fairway Property");

WHEREAS, Fairway and Roeland Park previously entered into an Agreement in 2015 to provide for the construction, joint ownership and joint use and operation of a salt storage facility and related appurtenances (the "Salt Dome") on the Fairway Property, and the parties' rights and obligations in connection therewith, including without limitation an easement for access to the Salt Dome across the Fairway Property for the benefit of Roeland Park; and

WHEREAS Fairway and Roeland Park want to amend and restate such original agreement,

WHEREAS, K.S.A. 12-2908 authorizes the parties to enter into this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing, the mutual covenants contained herein, each act performed hereunder and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

ARTICLE 1.

CONSTRUCTION OF SALT DOME BY FAIRWAY

Section 1.1 Construction of Salt Dome. Fairway shall construct and develop the Salt Dome on the Fairway Property. The Salt Dome, and the construction and development thereof, shall be in accordance with Plans and Specifications (hereinafter defined), the terms of this Agreement, and the applicable permitting, zoning and other applicable requirements of Roeland Park. All construction shall be performed and completed in a diligent, good and workmanlike manner, in accordance with all applicable federal, state and local laws, ordinances, statutes, rules and regulations. In the event commencement of construction of the Salt Dome has not occurred by 11/1/16 or substantial completion of the Salt Dome has not occurred by 11/1/16, Roeland Park may terminate this Agreement, and upon any such termination the parties shall have no rights or obligations with respect to the other party under this Agreement.

Section 1.2 Cost of Construction and Development. Fairway shall pay for the initial cost of construction and development of the Salt Dome and approach as depicted in Exhibit B. Within forty-five (45) days of the issuance of a certificate of substantial completion for the Salt Dome and the delivery by Fairway to Roeland Park of the invoices and other supporting documentation evidencing the actual cost of construction (as reasonably required by Roeland Park) of the Salt Dome and approach as depicted in Exhibit B, Roeland Park shall reimburse Fairway for fifty percent (50%) of the actual cost of construction of the Salt Dome and approach as depicted in Exhibit B.

Section 1.3 Plans. Prior to commencement of construction of the Salt Dome, Fairway shall submit for Roeland Park's written approval the final plans and specifications for the Salt Dome (hereinafter, "Plans and Specifications"). Roeland Park's approval of the Plans and Specifications shall not be unreasonably withheld.

ARTICLE 2.

OWNERSHIP OF THE SALT DOME

The parties agree that upon completion of the Salt Dome to the reasonable satisfaction of the parties, title and ownership of the Salt Dome shall be held by Fairway and Roeland Park in equal fifty percent (50%) undivided shares as tenants in common during the term of this Agreement. Unless expressly otherwise agreed to by the parties, the title and ownership of the Salt Dome shall be and shall remain separate and apart from the title and ownership of the Fairway Property. Ownership of the Salt Dome upon the termination of this Agreement shall be determined in accordance with Article 10 of this Agreement.

ARTICLE 3.

ACCESS AND SECURITY

Section 3.1 Access Easement. Fairway hereby grants and conveys to Roeland Park, its agents, employees, licensees and invitees, a non-exclusive easement across the Fairway Property for access to the Salt Dome, use of the Salt Dome and the Fairway Property in connection therewith (the "Access Easement"). The term of the Access Easement shall expire upon the latter of (1) the expiration of this Agreement and (2) the removal of the Salt Dome by Roeland Park.

Section 3.2 Hours of Access and Operation. Both parties shall have unlimited and uninterrupted access to the Salt Dome and use thereof during the term of this Agreement.

Section 3.3 Security. Fairway shall install a locked fence on the Fairway Property that surrounds the Salt Dome. Upon the installation of the fence, Fairway shall deliver three (3) sets of keys to the fence to Roeland Park.

ARTICLE 4.

SALT STORAGE

Fairway and Roeland Park shall each be responsible for purchasing and storing their own salt in the Salt Dome. A divider shall be installed within the Salt Dome to segregate the parties' salt.

ARTICLE 5.

MAINTENANCE

Section 5.1 Warranty Period. During the applicable warranty period following construction of the Salt Dome, Fairway shall be responsible, at no expense of Roeland Park, for maintaining the Salt Dome in in a good, clean and safe condition, appearance and repair.

Section 5.2 Subsequent Maintenance. After the expiration of the applicable warranty period for the Salt Dome and for the remaining term of this Agreement, Fairway and Roeland Park shall share evenly the cost of all maintenance and repair to the Salt Dome and approach as depicted in Exhibit B, which maintenance and repairs shall be subject to the mutual agreement of Fairway and Roeland Park.

ARTICLE 6.

INSURANCE

Section 6.1 Fairway Insurance Requirements. Fairway shall at all times maintain in full force and effect commercial general liability insurance with a financially responsible insurance company or companies with a Best rating of "A-VIII" (or the equivalent thereof) or better in each of the previous three (3) years, written on an occurrence basis covering claims of Loss from products and completed operations, contractual liability, bodily injury including death, personal injury, and broad-form property damage arising out of incidents or accidents on the Fairway Property (including the consequential damages from any of the foregoing), with a combined single limit in an amount not less than Five Million Dollars (\$5,000,000) per occurrence. Fairway shall also carry all risk property insurance coverage, including builder's risk insurance coverage, in an amount at least equal to the full replacement cost of the Salt Dome, without deduction for depreciation, insuring against all risks (subject to exclusion of certain risks customarily excluded from time to time in the so-called "all-risk" policy). Such insurance shall be carried with a financially responsible insurance company or companies authorized to do business in the State of Kansas with a Best rating of "A-VIII" (or the equivalent thereof) or better in each of the previous three (3) years. Roeland Park shall be named as an additional insured on each required insurance policy.

Section 6.2 Certificate of Insurance. Fairway shall, upon execution of this Agreement and thereafter upon request, furnish a certificate to Roeland Park, evidencing that the insurance referred to herein above is in full force and effect and that Roeland Park is named as an additional insured.

Section 6.3 Waiver of Subrogation. Each party hereby releases and waives for itself, and to the extent legally possible for it to do so on behalf of its insurer, the other party and its employees from any liability for any loss or damage to any or all property for which each is required in this Article 6 to obtain all risk property insurance coverage, including, without limitation, any resulting loss of rents or profit of releasing party, irrespective of any negligence on the part of the released party which may have contributed to or caused such loss or damage. Each party covenants that it will, if generally available in the industry, obtain for the benefit of each

such released party a waiver of any right of subrogation which the insurer of such party may acquire against such party by virtue of payment of any such loss covered by such insurance.

ARTICLE 7.
LIMITATION OF LIABILITY

The parties acknowledge that Fairway will use the Fairway Property for additional purposes besides the Salt Dome, including without limitation use as a public works facility. Notwithstanding anything to the contrary in this Agreement, Roeland Park shall not have any liability, duty or obligation with respect to the Salt Dome or Fairway Property except as expressly set forth in this Agreement. This Article 7 shall survive termination of this Agreement.

ARTICLE 8.
CASUALTY, CONDEMNATION AND DAMAGE

Section 8.1 Casualty and Condemnation. In the event of damage or destruction to the Salt Dome by reason of fire or other casualty or the loss of any part of the Salt Dome by reason of condemnation, and the Salt Dome can be restored to a usable state to the reasonable satisfaction of the parties, Fairway and Roeland Park shall share evenly the cost of restoration of the Salt Dome. In the event the Salt Dome cannot be restored to a usable state to the reasonable satisfaction of the parties following the event of such casualty or condemnation, Fairway and Roeland Park shall share evenly the cost of razing the Salt Dome, and upon the completion of such razing, this Agreement and the rights and obligations of the parties hereunder shall terminate.

Section 8.2 Damage. The parties shall share evenly the cost of any damage to the Salt Dome beyond normal wear and tear; provided, however, that each party shall be solely responsible for damage caused by itself, its agents, employees, licensees and invitees. If either party causes damage to the Salt Dome, that party shall cause the Salt Dome to be repaired to substantially the same condition that existed immediately prior to the occurrence of the damage, to the reasonable satisfaction of the other party, as soon as practicable and in any event within thirty (30) days of the occurrence of the damage.

ARTICLE 9.
ASSIGNMENT AND SUBLEASING

Neither party may assign or sublet any rights under this Agreement to another party without the prior written approval of the other party. In the event Fairway conveys the Fairway Property, the disposition of the Salt Dome and the rights and obligations of the parties under this Agreement shall be determined in accordance with Article 10 of this Agreement.

ARTICLE 10.
TERMINATION

Section 10.1 Termination by Either Party. This Agreement may be terminated by either party at any time, for any reason or no reason whatsoever. In the event of a termination pursuant to this Section 10.1, the non-terminating party shall have the right of first option to purchase the

terminating party's interest in the Salt Dome for an amount equal to one-half (1/2) of the actual cost of construction of the Salt Dome less accumulated depreciation. If the non-terminating party elects to not purchase the terminating party's interest in the Salt Dome, then the terminating party shall purchase the non-terminating party's interest in the Salt Dome for an amount equal to one-half (1/2) of the actual cost of construction of the Salt Dome less accumulated depreciation. The terminating party shall pay any and all costs of removal of the Salt Dome from the Fairway Property.

- (a) In the event Roeland Park purchases Fairway's interest in the Salt Dome (whether as a terminating or non-terminating party), then Roeland Park shall remove the Salt Dome (and any salt currently stored therein) from the Fairway Property and this Agreement, and all rights and interests of Fairway with respect to the Salt Dome, shall terminate upon completion of removal of the Salt Dome from the Fairway Property. Roeland Park shall make payment for Fairway's interest in the Salt Dome in accordance with Roeland Park's next budget cycle. Roeland Park shall reimburse Fairway, in a mutually agreed upon amount, for the cost of any salt purchased by Fairway then stored in the Salt Dome.
- (b) In the event Fairway purchases Roeland Park's interest in the Salt Dome (whether as a terminating or non-terminating party), then this Agreement, and all rights and interests of Roeland Park with respect to the Salt Dome, shall terminate upon the latter of (i) the date that is fifteen (15) days after the date Roeland Park receives written notice of Fairway's election to purchase Roeland Park's interest in the Salt Dome and (ii) the date Roeland Park receives payment for its interest in the Salt Dome. Fairway shall make payment for Roeland Park's interest in the Salt Dome in accordance with Fairway's next budget cycle. Roeland Park may elect to either (1) remove any of its salt then stored in the Salt Dome, or (2) receive reimbursement from Fairway, in a mutually agreed upon amount, for the cost of any salt purchased by Roeland Park then stored in the Salt Dome.

Section 10.2 Termination Upon Conveyance of Fairway Property or Other Interested Party. In the event that the Fairway Property is conveyed by Fairway (including without limitation conveyances as a result of a sale, foreclosure, or any other conveyance of the fee simple estate of the Fairway Property) or the rights and interests of Roeland Park in and to the Salt Dome and/or under this Agreement are challenged by any other party with an interest in the Fairway Property, then Roeland Park may terminate this Agreement. In the event of termination under this Section 10.2, Roeland Park may (i) purchase Fairway's interest in the Salt Dome for an amount equal to one-half (1/2) of the actual cost of construction of the Salt Dome less accumulated depreciation and less the cost of removal of the Salt Dome and then remove the Salt Dome (and any salt currently stored therein) from the Fairway Property, in which event this Agreement, and all rights and interests of Fairway with respect to the Salt Dome, shall terminate upon completion of removal of the Salt Dome from the Fairway Property; or (ii) waive its rights and interests in and to the Salt Dome and collect reimbursement from Fairway for its interest in the Salt Dome in an amount equal to one-half (1/2) of the actual construction costs of the Salt Dome less accumulated depreciation. Roeland Park and Fairway shall make payments due under this Section

10.2 in accordance with the payor's next budget cycle. Roeland Park shall reimburse Fairway, in a mutually agreed upon amount, for the cost of any salt purchased by Fairway then stored in the Salt Dome.

The rights of Roeland Park to remove the Salt Dome and the payment rights and obligations of the parties under this Article 10 shall survive termination of this Agreement.

ARTICLE 11.

REMEDIES

Section 11.1 Default. In the event that one of the parties (the "Defaulting Party") either (i) fails to pay the other party (the "Non-Defaulting Party") when due any amounts owed by the Defaulting Party to the Non-Defaulting Party under this Agreement or (ii) shall otherwise fail to perform any of the Defaulting Party's covenants, agreements or obligations hereunder within twenty (20) days after written notice thereof by the NonDefaulting Party to the Defaulting Party (or such longer period of time as may be required so long as the Defaulting Party commences to cure within such twenty (20) day period and thereafter diligently pursues such cure to completion), the Non-Defaulting Party shall have all rights, privileges and remedies to enforce said collection or performance as shall be provided or permitted herein, by law or in equity from time to time.

Section 11.2 Remedies Cumulative. All rights, privileges and remedies afforded either party by this Agreement shall be deemed cumulative, and the exercise of any one of such rights, privileges and remedies shall not be deemed to be a waiver of any other right, remedy or privilege set forth herein. This Article 11 shall survive termination of this Agreement.

ARTICLE 12.

NOTICES

All notices or communications to be given under or pursuant to this Agreement shall be in writing, addressed to the parties at their respective addresses as set forth below, and shall be delivered by U.S. certified mail, postage prepaid, return receipt requested, or reputable, national, pre-paid overnight delivery service:

If to Fairway: City of Fairway, Kansas
 Attn: City Administrator
 4210 Shawnee Mission Parkway, Suite 100
 Fairway, Kansas 66205

If to Roeland Park: City of Roeland Park, Kansas
 Attn: City Administrator
 4600 West 51st Street
 Roeland Park, Kansas 66205

Notices shall be effective (i) three (3) days after deposit in the U.S. mail if delivered by certified mail or (ii) on the next business day if sent by overnight delivery service. The parties may change their notice addresses from time to time upon written notice to the other.

ARTICLE 13. **MISCELLANEOUS**

Section 13.1 Governing Law. This Agreement shall be governed by and construed under and in accordance with the laws of the State of Kansas.

Section 13.2 Severability. If any term, provision or condition contained in this Agreement shall, to any extent, be held to be invalid, illegal or unenforceable in any respect, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid, illegal or unenforceable) shall not be affected thereby, and each and every other term, provision and condition of this Agreement (and the application thereof) shall be legal, valid and enforceable to the fullest extent permitted by law.

Section 13.3 Gender and Number. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, and vice versa, unless the context requires otherwise.

Section 13.4 Section Headings. The section headings herein are for convenience or reference purposes only and shall not limit or otherwise affect or be used in the construction or interpretation of the terms and provisions of this Agreement or any part hereof.

Section 13.5 Counterparts. This Agreement may be executed and acknowledged in multiple originals or counterparts, each of which will be an original and, when all of the parties to this Agreement have signed and acknowledged at least one (1) original, such copies together will constitute a fully executed and binding Agreement.

Section 13.6 Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto and supersedes any prior discussions, understandings or agreements (written or oral) between the parties respecting the within subject matter.

Section 13.7 Amendment. This Agreement shall not be amended or modified unless such amendment is set forth in writing and executed by the parties.

Section 13.8 Attorneys' Fees. If either party files any action or brings any proceeding against the other arising out of this Agreement, or is made a party to any action or proceeding brought by a third party arising out of this Agreement, then, as between the parties, the prevailing party shall be entitled to recover, as an element of its costs of suit and not as damages, reasonable attorneys' fees, para-professional fees and court costs to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not the suit proceeds to final judgment. A party not entitled to recover its costs shall not recover attorneys' fees or para-professional fees.

Section 13.9 Binding Effect. The terms and conditions hereof shall be binding upon and inure to the benefit of the parties and their successors and assigns.

Section 13.10 Waivers. No act, delay or omission by either party in exercising any right or enforcing against the other any term or provision of this Agreement shall impair any such right or be construed or deemed to be a waiver of the same or any other such term or provision. A waiver by either party of any breach of the terms and provisions of this Agreement shall not be construed to be a waiver of any subsequent breach thereof or of any other terms and provisions herein contained.

Section 13.11 Time is of the Essence. Time is of the essence in this Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS THEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF ROELAND PARK, KANSAS, a Kansas
municipal corporation

By: _____
Name: Keith Moody
Title: City Administrator

Attest:

By: _____
Name: Kelley Bohon
Title: City Clerk

Approved as to Form:

By: _____
Name: Neil Shortlidge
Title: City Attorney

CITY OF FAIRWAY, KANSAS,
a Kansas municipal corporation

By: _____
Name: Jerry Wiley
Title: Mayor

Attest:

By: _____
Name: _____
Title: City Clerk

Approved as to Form:

By: ____ Name: _____ Title: _

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

On this ____ day of _____, 2016, before me, the undersigned, a Notary Public, appeared Keith Moody, to me personally known, who, being by me duly sworn, did say that he is the City Administrator of the **CITY OF ROELAND PARK, KANSAS**, a Kansas municipal corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed in behalf of said City by authority of its governing body, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal,
the day and year last above written.

Printed Name: _____

My commission expires: _____

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

On this ____ day of _____, 2016, before me, the undersigned, a Notary Public, appeared Jerry Wiley, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the **CITY OF FAIRWAY, KANSAS**, a Kansas municipal corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed in behalf of said City by authority of its governing body, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal,
the day and year last above written.

Printed Name: _____

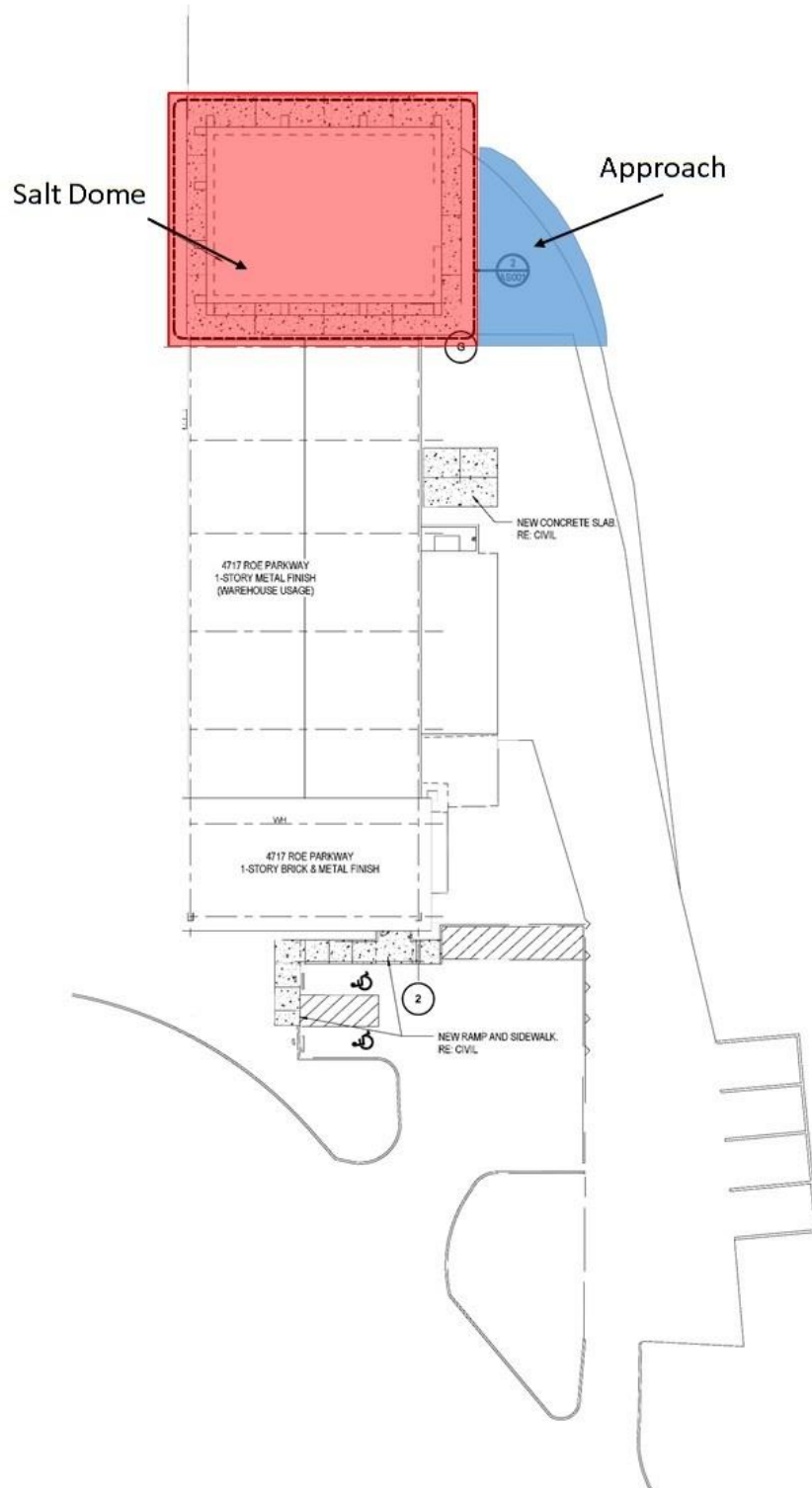
My commission expires: _____

EXHIBIT A

DESCRIPTION OF THE FAIRWAY PROPERTY

A tract of land in the Northeast Quarter and the Northwest Quarter of Section 4, Township 12, Range 25, Roeland Park, Johnson County, Kansas, being bounded and described as follows: Beginning at the Northwest corner of said Northeast Quarter; thence South 89 degrees 14 minutes 14 seconds East, along the North line of said Northeast Quarter, 53.10 feet to a point on the Westerly Right-of-Way line of Roe Lane, as now established; thence South 21 degrees 31 minutes 42 seconds East, along said Westerly Right-of-Way line, 450.84 feet (by deed 450.79 feet); thence South 09 degrees 11 minutes 42 seconds East, along said Westerly Right-of-Way line, 136.94 feet; thence South 80 degrees 36 minutes 00 seconds West, 163.97 feet to a point on the Northerly line of a tract dedicated for public street, storm drainage, and utilities and recorded in Book 1742 at Page 470 in the Johnson County Recorder's Office; thence North 71 degrees 21 minutes 12 seconds West, along said Northerly line, 20.78 feet; thence Northwesterly, along said Northerly line, on a curve to the right, tangent to the last described course, having a radius of 87.40 feet, an arc distance of 48.74 feet; thence North 39 degrees 24 minutes 00 seconds West, along said Northerly line, tangent to the last described course, 88.95 feet; thence Northwesterly, along said Northerly line, on a curve to the left, tangent to the last described course, having a radius of 125.00 feet, an arc distance of 75.88 feet; thence North 00 degrees 30 minutes 00 seconds East, 439.28 feet to a point on the North line of said Northwest Quarter; thence South 89 degrees 30 minutes 00 seconds East, along the North line of said Northwest Quarter, 95.80 feet to the Point of Beginning.

EXHIBIT B
SITE PLAN OF THE FAIRWAY PROPERTY



RESTATED SALT DOME AGREEMENT AND ACCESS EASEMENT

THIS SALT DOME AGREEMENT AND ACCESS EASEMENT (the "Agreement") is entered into as of this ____ day of _____, ~~2015-2016~~ (the "Effective Date"), by and between the CITY OF ROELAND PARK, KANSAS, a Kansas municipal corporation ("Roeland Park"), having its principal place of business at 4600 West 51st Street, Roeland Park, Kansas 66205, and the CITY OF FAIRWAY, KANSAS, a Kansas municipal corporation ("Fairway"), having its principal place of business at 4210 Shawnee Mission Parkway, Suite 100, Fairway, Kansas 66205.

WITNESSETH:

WHEREAS, Fairway is the owner of that certain real property located in the City of Roeland Park, Johnson County, Kansas and more particularly described on Exhibit A attached hereto and made a part hereof (the "Fairway Property");

WHEREAS, Fairway and Roeland Park ~~desire to enter into this~~previously entered into Agreement an Agreement in 2015 to provide for the construction, joint ownership and joint use and operation of a salt storage facility and related appurtenances (the "Salt Dome") on the Fairway Property, and the parties' rights and obligations in connection therewith, including without limitation an easement for access to the Salt Dome across the Fairway Property for the benefit of Roeland Park; and

WHEREAS Fairway and Roeland Park want to amend and restate such original agreement,

WHEREAS, K.S.A. 12-2908 authorizes the parties to enter into this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing, the mutual covenants contained herein, each act performed hereunder and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

ARTICLE 1.

CONSTRUCTION OF SALT DOME BY FAIRWAY

Section 1.1 Construction of Salt Dome. Fairway shall construct and develop the Salt Dome on the Fairway Property. The Salt Dome, and the construction and development thereof, shall be in accordance with Plans and Specifications (hereinafter defined), the terms of this Agreement, and the applicable permitting, zoning and other applicable requirements of Roeland Park. All construction shall be performed and completed in a diligent, good and workmanlike manner, in accordance with all applicable federal, state and local laws, ordinances, statutes, rules and regulations. In the event commencement of construction of the Salt Dome has not occurred by _____ 11/1/16 or substantial completion of the Salt Dome has not occurred by _____, 11/1/16, Roeland Park may terminate this Agreement, and upon any such termination the parties shall have no rights or obligations with respect to the other party under this Agreement.

Section 1.2 Cost of Construction and Development. Fairway shall pay for the initial cost of construction and development of the Salt Dome and approach as depicted in Exhibit B. Within forty-five (45) days of the issuance of a certificate of substantial completion for the Salt Dome and the delivery by Fairway to Roeland Park of the invoices and other supporting documentation evidencing the actual cost of construction (as reasonably required by Roeland Park) of the Salt Dome and approach as depicted in Exhibit B, Roeland Park shall reimburse Fairway for fifty percent (50%) of the actual cost of construction of the Salt Dome and approach as depicted in Exhibit B.

Section 1.3 Plans. Prior to commencement of construction of the Salt Dome, Fairway shall submit for Roeland Park's written approval the final plans and specifications for the Salt Dome (hereinafter, "Plans and Specifications"). Roeland Park's approval of the Plans and Specifications shall not be unreasonably withheld.

ARTICLE 2.

OWNERSHIP OF THE SALT DOME

The parties agree that upon completion of the Salt Dome to the reasonable satisfaction of the parties, title and ownership of the Salt Dome shall be held by Fairway and Roeland Park in equal fifty percent (50%) undivided shares as tenants in common during the term of this Agreement. Unless expressly otherwise agreed to by the parties, the title and ownership of the Salt Dome shall be and shall remain separate and apart from the title and ownership of the Fairway Property. Ownership of the Salt Dome upon the termination of this Agreement shall be determined in accordance with Article 10 of this Agreement.

ARTICLE 3.

ACCESS AND SECURITY

Section 3.1 Access Easement. Fairway hereby grants and conveys to Roeland Park, its agents, employees, licensees and invitees, a non-exclusive easement across the Fairway Property for access to the Salt Dome, use of the Salt Dome and the Fairway Property in connection therewith (the "Access Easement"). The term of the Access Easement shall expire upon the latter of (1) the expiration of this Agreement and (2) the removal of the Salt Dome by Roeland Park.

Section 3.2 Hours of Access and Operation. Both parties shall have unlimited and uninterrupted access to the Salt Dome and use thereof during the term of this Agreement.

Section 3.3 Security. Fairway shall install a locked fence on the Fairway Property that surrounds the Salt Dome. Upon the installation of the fence, Fairway shall deliver three (3) sets of keys to the fence to Roeland Park.

ARTICLE 4.

SALT STORAGE

Fairway and Roeland Park shall each be responsible for purchasing and storing their own salt in the Salt Dome. A divider shall be installed within the Salt Dome to segregate the parties' salt.

ARTICLE 5.

MAINTENANCE

Section 5.1 Warranty Period. During the applicable warranty period following construction of the Salt Dome, Fairway shall be responsible, at no expense of Roeland Park, for maintaining the Salt Dome in in a good, clean and safe condition, appearance and repair.

Section 5.2 Subsequent Maintenance. After the expiration of the applicable warranty period for the Salt Dome and for the remaining term of this Agreement, Fairway and Roeland Park shall share evenly the cost of all maintenance and repair to the Salt Dome and approach as depicted in Exhibit B, which maintenance and repairs shall be subject to the mutual agreement of Fairway and Roeland Park.

ARTICLE 6.

INSURANCE

Section 6.1 Fairway Insurance Requirements. Fairway shall at all times maintain in full force and effect commercial general liability insurance with a financially responsible insurance company or companies with a Best rating of "A-VIII" (or the equivalent thereof) or better in each of the previous three (3) years, written on an occurrence basis covering claims of Loss from products and completed operations, contractual liability, bodily injury including death, personal injury, and broad-form property damage arising out of incidents or accidents on the Fairway Property (including the consequential damages from any of the foregoing), with a combined single limit in an amount not less than Five Million Dollars (\$5,000,000) per occurrence. Fairway shall also carry all risk property insurance coverage, including builder's risk insurance coverage, in an amount at least equal to the full replacement cost of the Salt Dome, without deduction for depreciation, insuring against all risks (subject to exclusion of certain risks customarily excluded from time to time in the so-called "all-risk" policy). Such insurance shall be carried with a financially responsible insurance company or companies authorized to do business in the State of Kansas with a Best rating of "A-VIII" (or the equivalent thereof) or better in each of the previous three (3) years. Roeland Park shall be named as an additional insured on each required insurance policy.

Section 6.2 Certificate of Insurance. Fairway shall, upon execution of this Agreement and thereafter upon request, furnish a certificate to Roeland Park, evidencing that the insurance referred to herein above is in full force and effect and that Roeland Park is named as an additional insured.

Section 6.3 Waiver of Subrogation. Each party hereby releases and waives for itself, and to the extent legally possible for it to do so on behalf of its insurer, the other party and its employees from any liability for any loss or damage to any or all property for which each is required in this Article 6 to obtain all risk property insurance coverage, including, without limitation, any resulting loss of rents or profit of releasing party, irrespective of any negligence on the part of the released party which may have contributed to or caused such loss or damage. Each party covenants that it will, if generally available in the industry, obtain for the benefit of each

such released party a waiver of any right of subrogation which the insurer of such party may acquire against such party by virtue of payment of any such loss covered by such insurance.

ARTICLE 7.
LIMITATION OF LIABILITY

The parties acknowledge that Fairway will use the Fairway Property for additional purposes besides the Salt Dome, including without limitation use as a public works facility. Notwithstanding anything to the contrary in this Agreement, Roeland Park shall not have any liability, duty or obligation with respect to the Salt Dome or Fairway Property except as expressly set forth in this Agreement. This Article 7 shall survive termination of this Agreement.

ARTICLE 8.
CASUALTY, CONDEMNATION AND DAMAGE

Section 8.1 Casualty and Condemnation. In the event of damage or destruction to the Salt Dome by reason of fire or other casualty or the loss of any part of the Salt Dome by reason of condemnation, and the Salt Dome can be restored to a usable state to the reasonable satisfaction of the parties, Fairway and Roeland Park shall share evenly the cost of restoration of the Salt Dome. In the event the Salt Dome cannot be restored to a usable state to the reasonable satisfaction of the parties following the event of such casualty or condemnation, Fairway and Roeland Park shall share evenly the cost of razing the Salt Dome, and upon the completion of such razing, this Agreement and the rights and obligations of the parties hereunder shall terminate.

Section 8.2 Damage. The parties shall share evenly the cost of any damage to the Salt Dome beyond normal wear and tear; provided, however, that each party shall be solely responsible for damage caused by itself, its agents, employees, licensees and invitees. If either party causes damage to the Salt Dome, that party shall cause the Salt Dome to be repaired to substantially the same condition that existed immediately prior to the occurrence of the damage, to the reasonable satisfaction of the other party, as soon as practicable and in any event within thirty (30) days of the occurrence of the damage.

ARTICLE 9.
ASSIGNMENT AND SUBLEASING

Neither party may assign or sublet any rights under this Agreement to another party without the prior written approval of the other party. In the event Fairway conveys the Fairway Property, the disposition of the Salt Dome and the rights and obligations of the parties under this Agreement shall be determined in accordance with Article 10 of this Agreement.

ARTICLE 10.
TERMINATION

Section 10.1 Termination by Either Party. This Agreement may be terminated by either party at any time, for any reason or no reason whatsoever. In the event of a termination pursuant to this Section 10.1, the non-terminating party shall have the right of first option to purchase the

terminating party's interest in the Salt Dome for an amount equal to one-half (1/2) of the actual cost of construction of the Salt Dome less accumulated depreciation. If the non-terminating party elects to not purchase the terminating party's interest in the Salt Dome, then the terminating party shall purchase the non-terminating party's interest in the Salt Dome for an amount equal to one-half (1/2) of the actual cost of construction of the Salt Dome less accumulated depreciation. The terminating party shall pay any and all costs of removal of the Salt Dome from the Fairway Property.

- (a) In the event Roeland Park purchases Fairway's interest in the Salt Dome (whether as a terminating or non-terminating party), then Roeland Park shall remove the Salt Dome (and any salt currently stored therein) from the Fairway Property and this Agreement, and all rights and interests of Fairway with respect to the Salt Dome, shall terminate upon completion of removal of the Salt Dome from the Fairway Property. Roeland Park shall make payment for Fairway's interest in the Salt Dome in accordance with Roeland Park's next budget cycle. Roeland Park shall reimburse Fairway, in a mutually agreed upon amount, for the cost of any salt purchased by Fairway then stored in the Salt Dome.
- (b) In the event Fairway purchases Roeland Park's interest in the Salt Dome (whether as a terminating or non-terminating party), then this Agreement, and all rights and interests of Roeland Park with respect to the Salt Dome, shall terminate upon the latter of (i) the date that is fifteen (15) days after the date Roeland Park receives written notice of Fairway's election to purchase Roeland Park's interest in the Salt Dome and (ii) the date Roeland Park receives payment for its interest in the Salt Dome. Fairway shall make payment for Roeland Park's interest in the Salt Dome in accordance with Fairway's next budget cycle. Roeland Park may elect to either (1) remove any of its salt then stored in the Salt Dome, or (2) receive reimbursement from Fairway, in a mutually agreed upon amount, for the cost of any salt purchased by Roeland Park then stored in the Salt Dome.

Section 10.2 Termination Upon Conveyance of Fairway Property or Other Interested Party. In the event that the Fairway Property is conveyed by Fairway (including without limitation conveyances as a result of a sale, foreclosure, or any other conveyance of the fee simple estate of the Fairway Property) or the rights and interests of Roeland Park in and to the Salt Dome and/or under this Agreement are challenged by any other party with an interest in the Fairway Property, then Roeland Park may terminate this Agreement. In the event of termination under this Section 10.2, Roeland Park may (i) purchase Fairway's interest in the Salt Dome for an amount equal to one-half (1/2) of the actual cost of construction of the Salt Dome less accumulated depreciation and less the cost of removal of the Salt Dome and then remove the Salt Dome (and any salt currently stored therein) from the Fairway Property, in which event this Agreement, and all rights and interests of Fairway with respect to the Salt Dome, shall terminate upon completion of removal of the Salt Dome from the Fairway Property; or (ii) waive its rights and interests in and to the Salt Dome and collect reimbursement from Fairway for its interest in the Salt Dome in an amount equal to one-half (1/2) of the actual construction costs of the Salt Dome less accumulated depreciation. Roeland Park and Fairway shall make payments due under this Section

10.2 in accordance with the payor's next budget cycle. Roeland Park shall reimburse Fairway, in a mutually agreed upon amount, for the cost of any salt purchased by Fairway then stored in the Salt Dome.

The rights of Roeland Park to remove the Salt Dome and the payment rights and obligations of the parties under this Article 10 shall survive termination of this Agreement.

ARTICLE 11.

REMEDIES

Section 11.1 Default. In the event that one of the parties (the "Defaulting Party") either (i) fails to pay the other party (the "Non-Defaulting Party") when due any amounts owed by the Defaulting Party to the Non-Defaulting Party under this Agreement or (ii) shall otherwise fail to perform any of the Defaulting Party's covenants, agreements or obligations hereunder within twenty (20) days after written notice thereof by the NonDefaulting Party to the Defaulting Party (or such longer period of time as may be required so long as the Defaulting Party commences to cure within such twenty (20) day period and thereafter diligently pursues such cure to completion), the Non-Defaulting Party shall have all rights, privileges and remedies to enforce said collection or performance as shall be provided or permitted herein, by law or in equity from time to time.

Section 11.2 Remedies Cumulative. All rights, privileges and remedies afforded either party by this Agreement shall be deemed cumulative, and the exercise of any one of such rights, privileges and remedies shall not be deemed to be a waiver of any other right, remedy or privilege set forth herein. This Article 11 shall survive termination of this Agreement.

ARTICLE 12.

NOTICES

All notices or communications to be given under or pursuant to this Agreement shall be in writing, addressed to the parties at their respective addresses as set forth below, and shall be delivered by U.S. certified mail, postage prepaid, return receipt requested, or reputable, national, pre-paid overnight delivery service:

If to Fairway: City of Fairway, Kansas
 Attn: City Administrator
 4210 Shawnee Mission Parkway, Suite 100
 Fairway, Kansas 66205

If to Roeland Park: City of Roeland Park, Kansas
 Attn: City Administrator
 4600 West 51st Street
 Roeland Park, Kansas 66205

Notices shall be effective (i) three (3) days after deposit in the U.S. mail if delivered by certified mail or (ii) on the next business day if sent by overnight delivery service. The parties may change their notice addresses from time to time upon written notice to the other.

ARTICLE 13. **MISCELLANEOUS**

Section 13.1 Governing Law. This Agreement shall be governed by and construed under and in accordance with the laws of the State of Kansas.

Section 13.2 Severability. If any term, provision or condition contained in this Agreement shall, to any extent, be held to be invalid, illegal or unenforceable in any respect, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid, illegal or unenforceable) shall not be affected thereby, and each and every other term, provision and condition of this Agreement (and the application thereof) shall be legal, valid and enforceable to the fullest extent permitted by law.

Section 13.3 Gender and Number. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, and vice versa, unless the context requires otherwise.

Section 13.4 Section Headings. The section headings herein are for convenience or reference purposes only and shall not limit or otherwise affect or be used in the construction or interpretation of the terms and provisions of this Agreement or any part hereof.

Section 13.5 Counterparts. This Agreement may be executed and acknowledged in multiple originals or counterparts, each of which will be an original and, when all of the parties to this Agreement have signed and acknowledged at least one (1) original, such copies together will constitute a fully executed and binding Agreement.

Section 13.6 Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto and supersedes any prior discussions, understandings or agreements (written or oral) between the parties respecting the within subject matter.

Section 13.7 Amendment. This Agreement shall not be amended or modified unless such amendment is set forth in writing and executed by the parties.

Section 13.8 Attorneys' Fees. If either party files any action or brings any proceeding against the other arising out of this Agreement, or is made a party to any action or proceeding brought by a third party arising out of this Agreement, then, as between the parties, the prevailing party shall be entitled to recover, as an element of its costs of suit and not as damages, reasonable attorneys' fees, para-professional fees and court costs to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not the suit proceeds to final judgment. A party not entitled to recover its costs shall not recover attorneys' fees or para-professional fees.

Section 13.9 Binding Effect. The terms and conditions hereof shall be binding upon and inure to the benefit of the parties and their successors and assigns.

Section 13.10 Waivers. No act, delay or omission by either party in exercising any right or enforcing against the other any term or provision of this Agreement shall impair any such right or be construed or deemed to be a waiver of the same or any other such term or provision. A waiver by either party of any breach of the terms and provisions of this Agreement shall not be construed to be a waiver of any subsequent breach thereof or of any other terms and provisions herein contained.

Section 13.11 Time is of the Essence. Time is of the essence in this Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS THEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF ROELAND PARK, KANSAS, a Kansas
municipal corporation

By: _____
Name: Keith Moody
Title: City Administrator

Attest:

By: _____
Name: Kelley Bohon
Title: City Clerk

Approved as to Form:

By: _____
Name: Neil Shortlidge
Title: City Attorney

CITY OF FAIRWAY, KANSAS,
a Kansas municipal corporation

By: _____
Name: Jerry Wiley
Title: Mayor

Attest:

By: _____
Name: _____
Title: City Clerk

Approved as to Form:

By: ____ Name: _____ Title: _

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

On this ____ day of _____, ~~2015~~2016, before me, the undersigned, a Notary Public, appeared ~~Joel Marquardt~~Keith Moody, to me personally known, who, being by me duly sworn, did say that he is the ~~Mayor~~City Administrator of the **CITY OF ROELAND PARK, KANSAS**, a Kansas municipal corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed in behalf of said City by authority of its governing body, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

Printed Name: _____

My commission expires: _____

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

On this ____ day of _____, ~~2015~~2016, before me, the undersigned, a Notary Public, appeared Jerry Wiley, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the **CITY OF FAIRWAY, KANSAS**, a Kansas municipal corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed in behalf of said City by authority of its governing body, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

Printed Name: _____

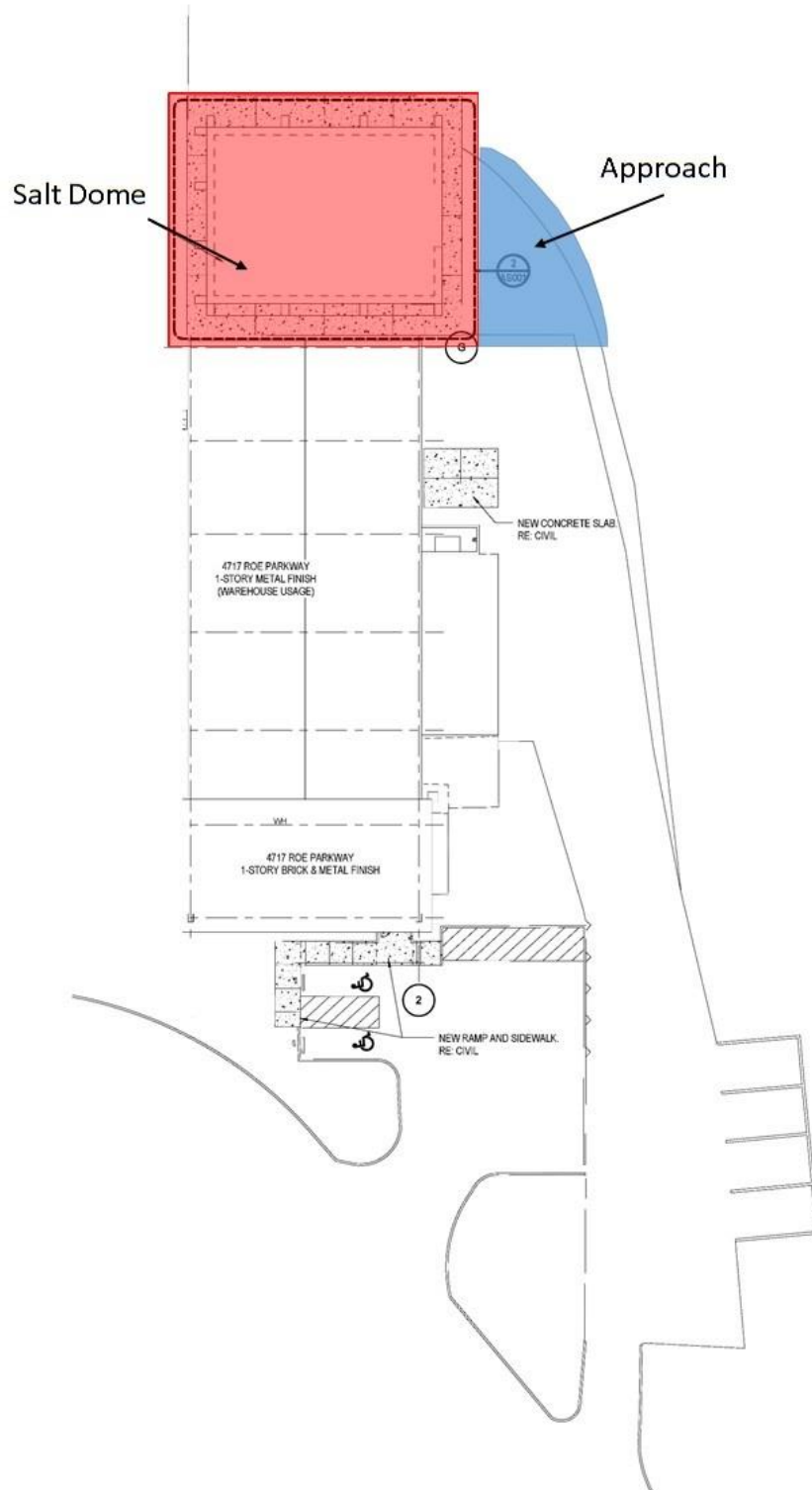
My commission expires: _____

EXHIBIT A

DESCRIPTION OF THE FAIRWAY PROPERTY

A tract of land in the Northeast Quarter and the Northwest Quarter of Section 4, Township 12, Range 25, Roeland Park, Johnson County, Kansas, being bounded and described as follows: Beginning at the Northwest corner of said Northeast Quarter; thence South 89 degrees 14 minutes 14 seconds East, along the North line of said Northeast Quarter, 53.10 feet to a point on the Westerly Right-of-Way line of Roe Lane, as now established; thence South 21 degrees 31 minutes 42 seconds East, along said Westerly Right-of-Way line, 450.84 feet (by deed 450.79 feet); thence South 09 degrees 11 minutes 42 seconds East, along said Westerly Right-of-Way line, 136.94 feet; thence South 80 degrees 36 minutes 00 seconds West, 163.97 feet to a point on the Northerly line of a tract dedicated for public street, storm drainage, and utilities and recorded in Book 1742 at Page 470 in the Johnson County Recorder's Office; thence North 71 degrees 21 minutes 12 seconds West, along said Northerly line, 20.78 feet; thence Northwesterly, along said Northerly line, on a curve to the right, tangent to the last described course, having a radius of 87.40 feet, an arc distance of 48.74 feet; thence North 39 degrees 24 minutes 00 seconds West, along said Northerly line, tangent to the last described course, 88.95 feet; thence Northwesterly, along said Northerly line, on a curve to the left, tangent to the last described course, having a radius of 125.00 feet, an arc distance of 75.88 feet; thence North 00 degrees 30 minutes 00 seconds East, 439.28 feet to a point on the North line of said Northwest Quarter; thence South 89 degrees 30 minutes 00 seconds East, along the North line of said Northwest Quarter, 95.80 feet to the Point of Beginning.

EXHIBIT B
SITE PLAN OF THE FAIRWAY PROPERTY





Department of Public Works

December 24, 2014

**Mayor Jerry Wiley
City Council
City Attorney Steve Chinn
City of Fairway**

Re: Shared Salt Storage

An opportunity exists for the City of Fairway and the City of Roeland Park to share one common structure for salt storage. Currently the City of Fairway utilizes an undersized structure at its present location and the City of Roeland Park utilizes a tarp to protect its salt.

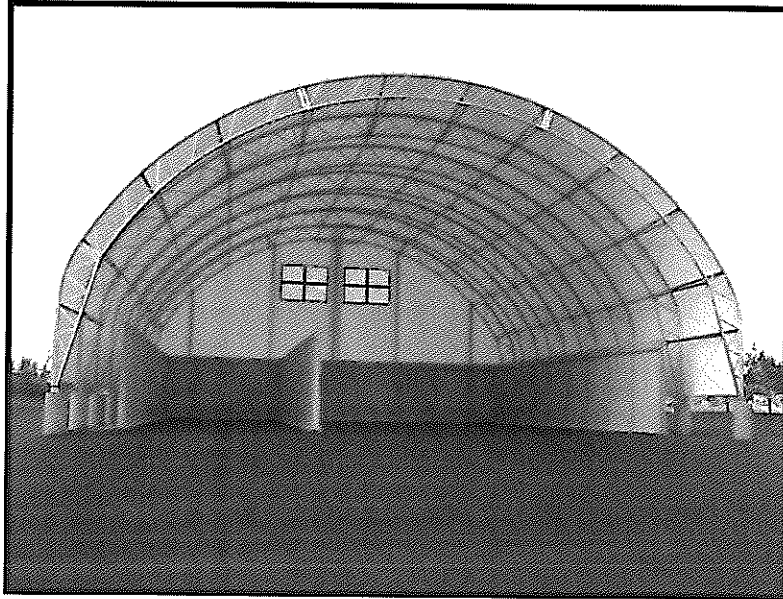
A salt storage facility large enough to serve both communities can be built at 4717 Roe Parkway. An 1,100 ton storage facility (400 ton Fairway/ 700 ton Roeland Park) has been speced out as part of the rehab of the facility.

Please review the attached documentation about the facility.

Kathy Axelson
City Administrator
City of Fairway, KS
kaxelson@fairwaykansas.org

Bill Stogsdill
Director of Public Works
City of Fairway, KS
bstogsdill@fairwaykansas.org

Clear Span Salt Storage Facility



A building similar to this would be more than adequate to serve both communities salt storage needs. A few pros and cons:

PROS:

- NPDES Compliant
- Store 1 Yr. of Salt
- Order Larger Quantities of Salt at Reduced Unit Pricing
- Shared Construction Cost
- Reduced Labor of Covering and Uncovering Salt with Tarp
- More Aesthetically Pleasing than Blue Tarp
- Close to Current Facility
- Low Maintenance

CONS:

- Upfront Cost of Construction

The City of Fairway would request 50% of \$78,551 (\$39,275.50 each) construction costs be shared by the City of Roeland Park. The attached estimate completely breaks down construction costs.

Please feel free to contact us should you have any questions.

PROJECT CLIENT: CITY OF FAIRWAY
PROJECT DESC: STUDY REMODEL OF BUILDING
PROJECT #

ESTIMATE DETAIL CONCRETE

EST LEVEL: PRELIM
ESTIMATE DATE:

ESTIMATOR: ENTER HERE

[illegible]

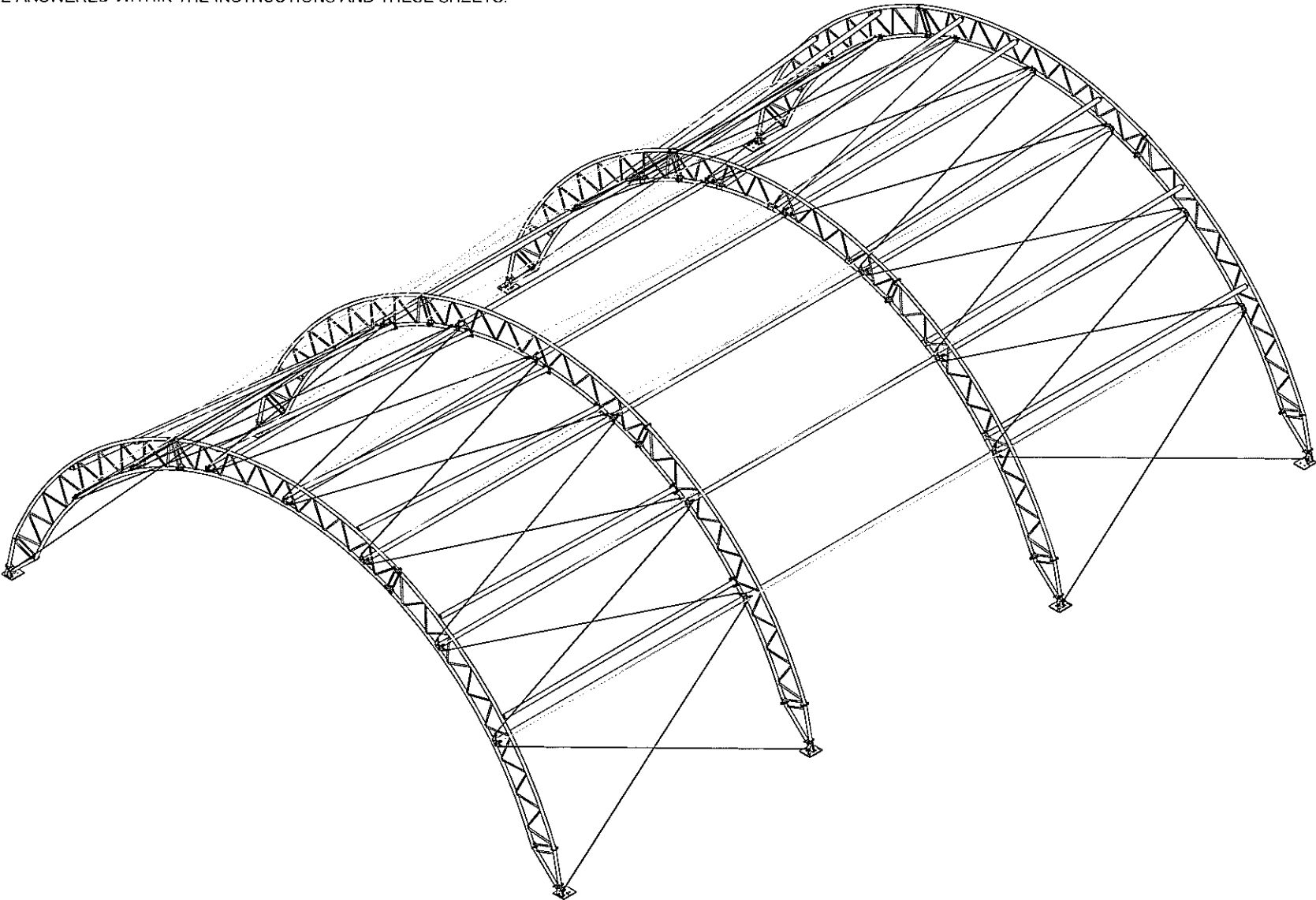
ADDITIONAL INFORMATION

THESE PRINTS IDENTIFY AND SHOW THE MAIN COMPONENTS AND CONNECTIONS FOR THIS BUILDING. LENGTH, WIDTH, AND OTHER IMPORTANT DIMENSIONS ARE ALSO PRESENT.

TO BEST UNDERSTAND HOW TO CONSTRUCT THIS BUILDING, THE INFORMATION CONTAINED WITHIN THESE SHEETS SHALL BE USED WITH THE INSTRUCTION MANUAL SHIPPED WITH THE BUILDING.

THE INSTRUCTIONS INCLUDE DETAILS NEEDED DURING CONSTRUCTION.

MOST QUESTIONS THAT ARISE BEFORE AND DURING CONSTRUCTION ARE ANSWERED WITHIN THE INSTRUCTIONS AND THESE SHEETS.



T04506020F

45' x 60' HD FREESTANDING 20'OC 12.5

BUILDING CONTENT GUIDE:

- [A1-1.0] COVER SHEET
- [B1-1.0] GENERAL NOTES
- [C1-1.0] BUILDING PLAN VIEW
- [D1-1.0] MATERIAL SPECIFICATIONS
- [E1-1.0] FRONT PROFILE (DIMENSIONS)
- [E2-1.0] FRONT PROFILE (END RAFTERS)
- [E3-1.0] FRONT PROFILE (MIDDLE RAFTERS)
- [F1-1.0] SIDE PROFILE
- [G1-1.0] DETAIL LOCATION CALL-OUTS
- [G2-1.0] BASE/WINCH CONNECTION DETAILS
- [G3-1.0] SPLICE CONNECTION DETAILS
- [G4-1.0] BRACE CONNECTION DETAILS
- [G5-1.0] CABLE LENGTH DETAILS
- [G6-1.0] SWAY CABLE DETAILS
- [H1-1.0] FOUNDATION DETAILS (BASE PLATES)
- [H2-1.0] FOUNDATION DETAILS (ANCHOR HOLES)
- [I] OMITTED
- [J1-1.0] PROTOTYPICAL REACTIONS
- [K] OMITTED
- [L1-1.0 - L5-1.0] OMITTED: FRONT ENDWALL (OPEN)
- [M1-1.0 - M5-1.0] OMITTED: BACK ENDWALL (OPEN)

CUSTOMER DESIGN APPROVAL

PLEASE SIGN AND CHECK THE APPROPRIATE BOX BELOW THE SIGNATURE AFTER REVIEWING THE DOCUMENTS.

MY SIGNATURE BELOW ACKNOWLEDGES THAT I HAVE READ AND REVIEWED ALL THE SHEETS LISTED IN THE CONTENT GUIDE AND AGREE TO THE SPECIFICATIONS SHOWN UNLESS OTHERWISE NOTED.

UPON ACCEPTANCE OF THE DRAWINGS, ANY DEVIATIONS FROM THE SIGNED DRAWINGS AND SPECIFICATIONS OUTLINED IN THE EXECUTED DRAWINGS ARE SUBJECT TO ADDITIONAL CHARGES AND MAY RESULT IN DELAY OF INSTALLATION OR DELIVERY OF YOUR STRUCTURE. A CHANGE ORDER WILL BE ISSUED TO YOU WITH THE OUTLINED ADDITIONAL COST ASSOCIATED WITH THESE CHANGES AND A PROPOSED NEW DELIVERY SCHEDULE.

NO CHANGES WILL BE ACCEPTED UNLESS WE HAVE A CHANGE ORDER SIGNED BY AN AUTHORIZED REPRESENTATIVE.

FIRE-RATED OR NON FIRE-RATED _____

TERMINATION OF FABRIC _____ GROUND FLAP W/ J-CHANNEL _____

FABRIC COLOR _____

WEIGHT OF MATERIAL _____ 12.5 _____ OZ.

CUSTOMER SIGNATURE _____ DATE _____

☐ APPROVE ☐ APPROVE WITH CHANGES

DEVELOPED BY


A DIVISION OF
ENGINEERING SERVICES & PRODUCTS CO.
1440 18TH AVENUE SW
DYERSVILLE, IA 52040
P. 563.875.6113
F. 563.875.2317
WWW.ESAPCO.COM

ORDER #:

CUSTOMER #:

CUSTOMER INFORMATION:	STRUCTURE SKU # T04506020F	STRUCTURE SIZE: 45' X 60'	STRUCTURE DESCRIPTION: 45' x 60' HD FREESTANDING 20'OC 12.5
	CUSTOMER CONTACT:	CONTACT PHONE:	
SHEET TITLE: COVER SHEET			

DRAWING DETAILS		
DRAWN BY: KMP	CREATION DATE: 7/11/2011	
REVISIONS:		
NO.	BY:	REVISION DATE:
1		
2		
3		
4		
NOT TO SCALE		SHEET SIZE: 11X17
SHEET: A1-1.0		

GENERAL NOTES:

FOUNDATION:

1. FOUNDATION AND ANCHORING SHALL BE ENGINEERED AND APPROVED BY A LOCALLY LICENSED STRUCTURAL ENGINEER.

GENERAL ABBREVIATIONS:

TOS TOP OF STEEL / TSL TOP OF SLAB / GALV. GALVANIZED /
FND FOUNDATION / EL ELEVATION / RND. ROUND /
GA GAUGE / DIA. DIAMETER / TYP. TYPICAL / LBS. POUNDS /
CL CENTERLINE

SITE ADAPTATION/ENGINEERING VERIFICATION:

1. PRIOR TO COMMENCING FABRICATION FOR A SPECIFIC SITE, VERIFY IF ANY MODIFICATIONS TO THE STRUCTURE AND/OR FOUNDATION CONNECTIONS ARE REQUIRED BY THE SITE ADAPTATION ENGINEER.
2. THIS IS A PROTOTYPICAL DESIGN AND DOCUMENT SET. THE DESIGN AND DEPICTED FABRICATION, ERECTION, AND FOUNDATION DRAWINGS ARE ONLY VALID FOR THE EXACT DESIGN PARAMETERS AND COMBINATIONS OF PARAMETERS DOCUMENTED. THE DESIGN MUST BE SITE ADAPTED TO SPECIFIC SITES. ANY USE OF THIS DESIGN AND DOCUMENT FOR A SPECIFIC SITE REQUIRES:
- A. DESIGN PARAMETER VERIFICATION BY A REGISTERED PROFESSIONAL ENGINEER, EXPERIENCED IN STRUCTURAL ENGINEERING. VERIFY THAT LOADING CONDITIONS AND THE REQUIREMENTS OF THE SITE ARE EQUAL TO OR LESS THAN THE DOCUMENTED DESIGN PARAMETERS AND/OR COMBINATION OF THE DOCUMENTED DESIGN PARAMETERS.
- B. VERIFICATION OF SPECIFIC SITE SOIL CONDITIONS. FIELD VERIFY THAT THE EXISTING SITE SOIL CONDITIONS ARE EQUAL TO OR GREATER THAN THE DOCUMENTED DESIGN PARAMETERS AND/OR COMBINATIONS OF DOCUMENTED DESIGN PARAMETERS.
- C. ANY SITE SPECIFIC CONDITIONS FAILING "A" OR "B" WILL REQUIRE RE-ANALYSIS OF THE STRUCTURE AND/OR FOUNDATION BY A CERTIFIED DESIGN PROFESSIONAL. FAILURE TO VERIFY THE VALIDITY OF THIS DESIGN FOR A SPECIFIC SITE, FOLLOWED BY ANY NECESSARY SITE ADAPTATION MODIFICATION CAN RESULT IN A DANGEROUS SITUATION.

STEEL:

1. ALL STRUCTURAL STEEL TUBING SHALL BE GALVANIZED, MIN. YIELD STRENGTH 50 KSI, AND SHALL MEET OR EXCEED THE REQUIREMENTS OF ASTM A500.
2. STEEL PLATES SHALL COMPLY WITH ASTM A572 GRADE 50 OR EQUAL (3/8" OR GREATER THICKNESS) OR ASTM A36 (LESS THAN 3/8" THICKNESS). STRUCTURAL STEEL IS TO BE SHOP PRIME-COATED WITH COLD GALVANIZING COMPOUND. APPLY SHOP PRIME-COAT TO OBTAIN A UNIFORM DRY FILM THICKNESS OF NOT LESS THAN 2-MILS.
3. ALL BOLTED CONNECTIONS SHALL USE A325 BOLTS WITH COMPATIBLE WASHERS AND NUTS OF DIAMETERS INDICATED ON PLANS. BOLTS NEED ONLY BE TIGHTENED TO THE SNUG-TIGHT CONDITION. THE SNUG-TIGHT CONDITION IS DEFINED AS THE TIGHTNESS ATTAINED BY A FEW IMPACTS OF AN IMPACT WRENCH, OR THE FULL EFFORT OF A MAN USING AN ORDINARY SPUD WRENCH.
4. ALL STRUCTURAL STEEL IS TO BE FABRICATED IN ACCORDANCE WITH THE LATEST EDITION OF AISC "SPECIFICATION FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS."

CABLES AND HARDWARE:

1. ALL CABLE SHALL BE GALVANIZED STEEL, MULTIPURPOSE, 7X19 (UP TO 3/8" DIA.) OR 6X26 (1/2" DIA.) CLASS STRAND CORE COMMERCIAL GRADE, OF DIAMETER INDICATED.
2. CABLE SLEEVES SHALL BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.
3. USE THIMBLES WITH CABLE SLEEVES IN ALL LOOP-END APPLICATIONS.
4. TENSION CABLES AT TURNBUCKLE TO TAUT CONDITION (STRAIGHT AND NOT SLACK OR LOOSE).
5. TIGHTEN CABLES SEQUENTIALLY TO AVOID TWISTING OR DEFORMING STRUCTURAL ELEMENTS DURING ERECTION. RECHECK PREVIOUSLY TIGHTENED CABLES UNTIL ALL CABLES ACHIEVE TAUT CONDITION.

WELDING:

1. REFER TO "WELDING GUIDELINES" PUBLISHED BY ALLIED TUBE AND CONDUIT - HARVEY, ILLINOIS, FOR RECOMMENDED PROCESSES AND PRACTICES FOR WELDING GALVANIZED STEEL TUBING.

A. TO DEVELOP THE FULL STRENGTH AT PIPE JOINT, THE ALL AROUND FILLET WELDS SHALL BE SIZED AS FOLLOWS:

THICKNESS OF THE TUBE - MINIMUM FILLET WELD SIZE

GAUGE 14	1/8"
GAUGE 13 & 12	5/32"
GAUGE 11 & 10	3/16"
GAUGE 9 & 8	7/32"
GAUGE 7	1/4"

(PLEASE NOTE: WHEN TUBES OF TWO DIFFERENT WALL THICKNESSES ARE JOINED, THE MINIMUM FILLET WELD SIZE SHALL BE BASED ON THE THINNER OF THE TWO MEMBERS).

2. WELDS SHALL SHOW UNIFORM SECTION, SMOOTHNESS OF WELD METAL, FREEDOM FROM POROSITY AND CLINKERS, AND ADEQUATE STRENGTH AND DURABILITY.
3. ALL WELDS NOT OTHERWISE IDENTIFIED SHALL BE CONTINUOUS.
4. ALL SHOP WELDING IS TO BE DONE BY CERTIFIED OPERATORS (TEST POSITION 4F AND 5F WITH PIPE IS MINIMUM REQUIRED CERTIFICATION).
5. ALL WELDING SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF AWS D1.1 AND D1.3.

PAINTING AND TOUCH UP:

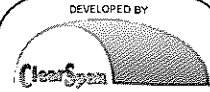
1. AFTER SHOP FABRICATION, TOUCH-UP ALL WELDS, ABRADED AREAS AND SCRATCHES WITH COLD GALVANIZING COMPOUND CONSISTENT WITH GALVANIZED TUBE MANUFACTURER'S RECOMMENDATIONS FOR COLOR AND COMPOSITION. PRIOR TO TOUCH-UP, CLEAN WELDED AND ABRADED AREAS WITH A WIRE BRUSH TO REMOVE SLAG AND LOOSE PARTICLES. SURFACES MUST BE CLEAN AND OIL FREE.
2. AFTER FIELD INSTALLATION, TOUCH-UP ALL ABRADED AREAS, SCRATCHES, FIELD WELDS, BOLTED CONNECTIONS AND ATTACHMENTS WITH COLD GALVANIZING COMPOUND OF THE SAME COMPOSITION AND COLOR USED FOR SHOP COATING.

ERECTION AND FIELD QUALITY CONTROL:

1. THE ERECTOR IS RESPONSIBLE FOR DESIGNING AND FURNISHING ALL TEMPORARY BRACING, SHORING, AND/OR SUPPORT THAT MAY BE REQUIRED AS THE RESULT OF ERECTOR'S CONSTRUCTION METHODS AND/OR SEQUENCES. THE STRUCTURE IS DESIGNED TO FUNCTION AS A UNIT UPON COMPLETION. THE STRUCTURAL ENGINEER ASSUMES NO LIABILITY FOR THE STRUCTURE DURING ERECTION.
2. NO OPENING (OTHER THAN THOSE SHOWN ON THE DRAWINGS) SHALL BE MADE IN ANY STRUCTURAL MEMBER, AND NO MODIFICATION OR ALTERATION SHALL BE MADE TO ANY STRUCTURAL MEMBER OR CONNECTION WITHOUT THE WRITTEN APPROVAL OF THE DESIGN ENGINEER.

GENERAL NOTES

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ORDER #

CUSTOMER #

STRUCTURE SKU #: T04506020F	STRUCTURE SIZE: 45' X 60'	STRUCTURE DESCRIPTION: 45' x 60' HD FREESTANDING 20'OC 12.5
CUSTOMER INFORMATION:	CONTACT PHONE:	
CUSTOMER CONTACT:		SHEET TITLE: GENERAL NOTES

DRAWING DETAILS

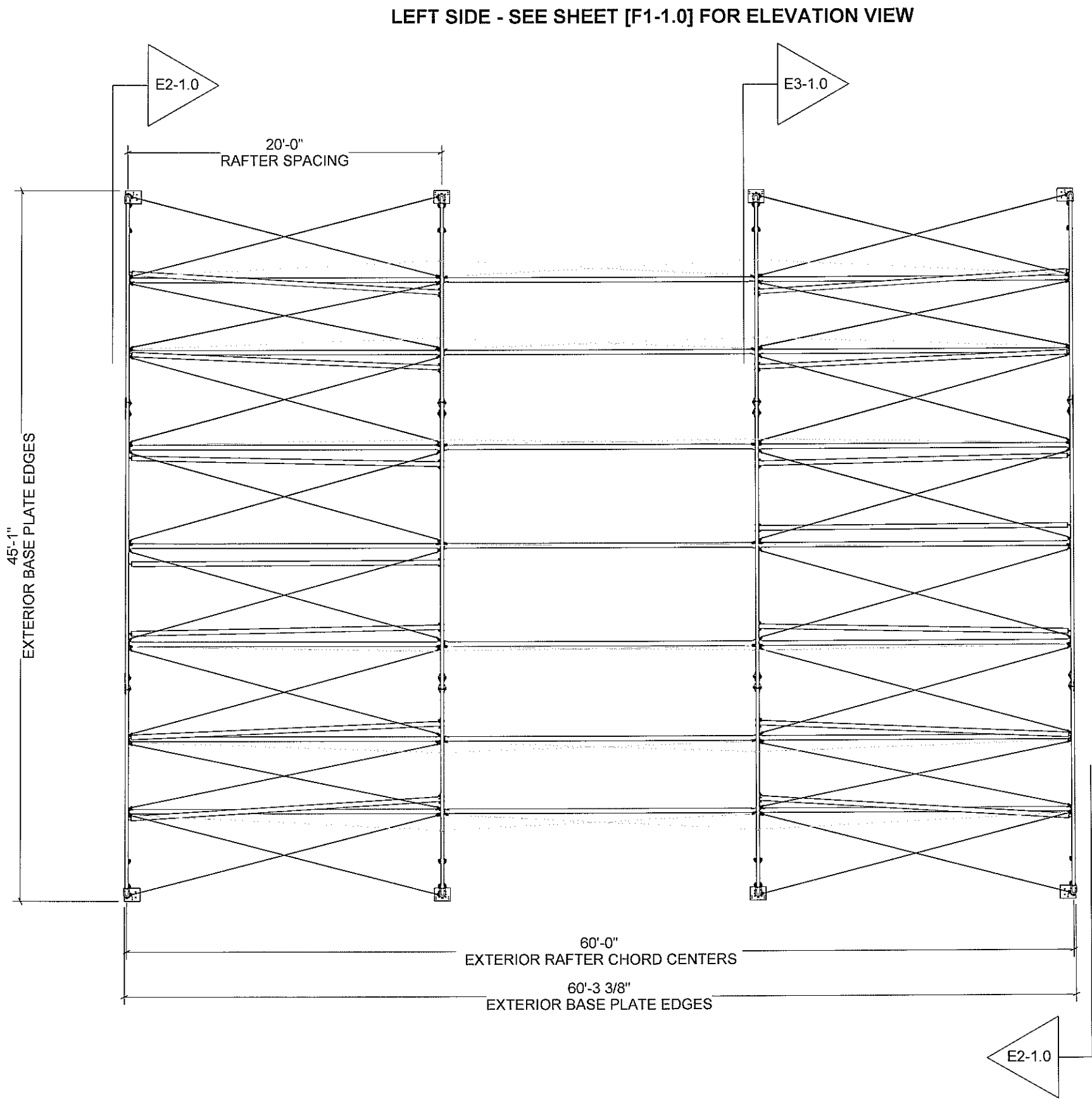
DRAWN BY: KMP	CREATION DATE: 7/11/2011	
REVISIONS:		
NO.	BY	REVISION DATE:
1		
2		
3		
4		

NOT TO SCALE SHEET SIZE: 11X17

SHEET:

B1-1.0

FRONT ENDWALL: (OPEN)



- BUILDING PLAN VIEW**
- CABLE PATTERN
 - SWAY CABLE
 - BUILDING DIMENSIONS
 - RAFTER SPACING

BACK ENDWALL: (OPEN)

CUSTOMER INFORMATION:		STRUCTURE SKU #: T04506020F
CUSTOMER CONTACT:	CONTACT PHONE:	STRUCTURE SIZE: 45' X 60'
	STRUCTURE DESCRIPTION: 45' x 60' HD FREESTANDING 20'OC 12.5	
SHEET TITLE: BUILDING PLAN VIEW		

DRAWING DETAILS			
DRAWN BY: KMP		CREATION DATE: 7/11/2011	
REVISIONS:			
NO.	BY:	REVISION DATE:	
1			
2			
3			
4			
NOT TO SCALE		SHEET SIZE: 11X17	
SHEET:			
C1-1.0			

DEVELOPED BY

ClearSpan

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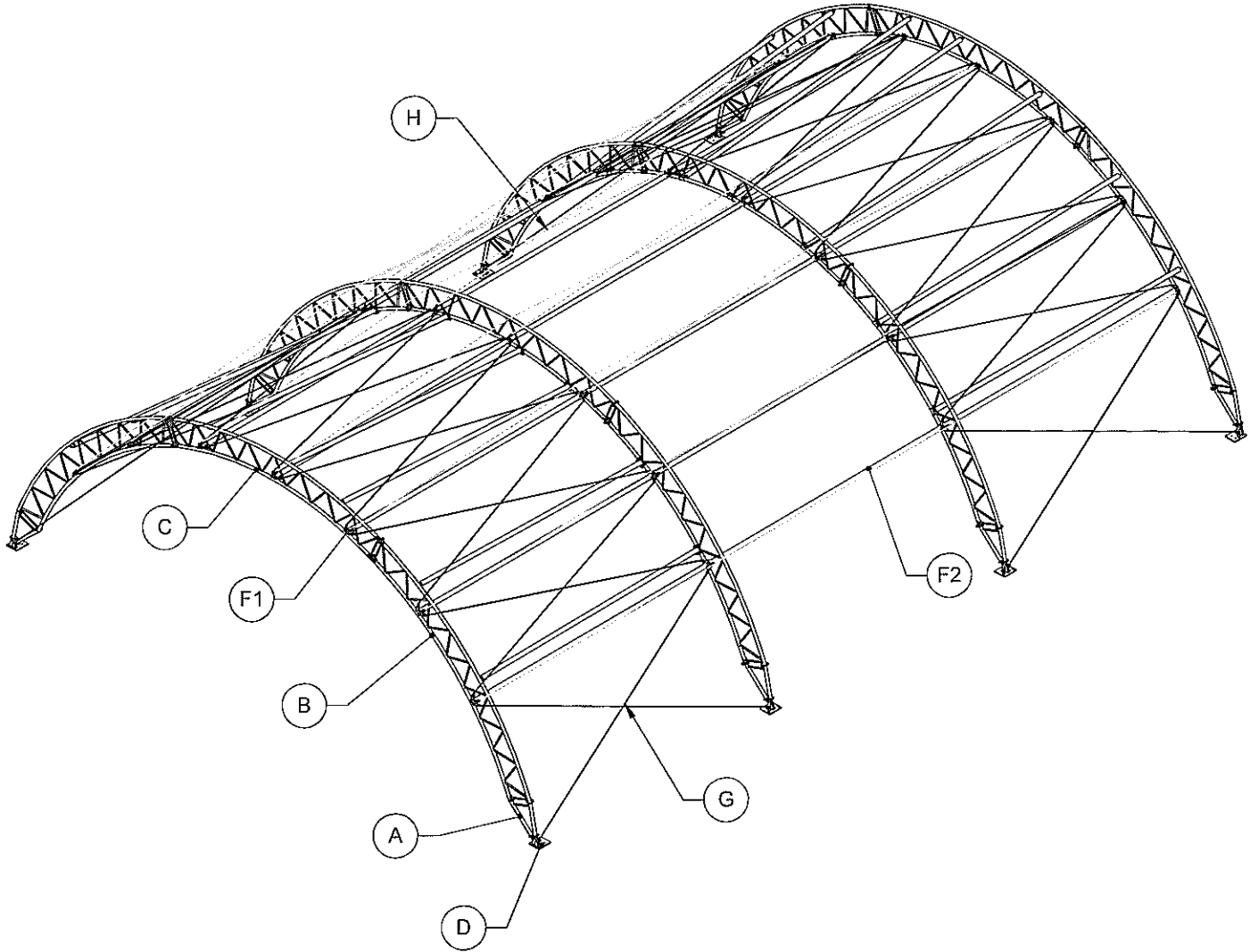
ORDER #

CUSTOMER #

ITEM	DESCRIPTION	MATERIAL
A	TRUSS SUPPORT BASE ASSY	
	OUTER CHORD	GALV. RND. STEEL TUBE - ϕ 2.375" - 14 GA
	INNER CHORD	GALV. RND. STEEL TUBE - ϕ 2.375" - 14 GA
	WEB (STRAIGHT)	GALV. RND. STEEL TUBE - ϕ 1.00" - 14 GA
	CONNECTION PLATES	STEEL PLATE, 1/2" THICK
	GUSSETS	STEEL PLATE, 3/8" THICK
	PIVOT PLATE (CHORD)	STEEL PLATE, 3/8" THICK
B & C	TRUSS SEGMENT ASSY	
	OUTER CHORD	GALV. RND. STEEL TUBE - ϕ 2.375" - 14 GA
	INNER CHORD	GALV. RND. STEEL TUBE - ϕ 2.375" - 14 GA
	WEB (STRAIGHT)	GALV. RND. STEEL TUBE - ϕ 1.00" - 14 GA
	WEB (ANGLED)	GALV. RND. STEEL TUBE - ϕ 1.00" - 14 GA
	WEB (END ANGLED) - SEG B	GALV. RND. STEEL TUBE - ϕ 1.25" - 14 GA
	CONNECTION PLATES	STEEL PLATE, 1/2" THICK
D	BASES	
	HORIZONTAL	STEEL PLATE, 1/2" THICK
	VERTICAL (ROUNDED)	STEEL PLATE, 3/8" THICK
	GUSSETS	STEEL PLATE, 3/8" THICK
	THREADED STUDS	CFL FULLY THREADED STUD - 1/2"-13 x 1"
E	BOLTS	
	BASE HINGE	3/4" X 2-3/4" HEX BOLT (A325)
	CONNECTION PLATES	1/2" X 2-1/4" HEX BOLT (A325)
	BRACE PLATES	#14 X 1" TEK SCREW
	BRACING U-BOLTS	3/8" U-BOLT
	BRACING CONNECTION BOLTS	1/2" X 1-1/2" HEX BOLT (A325)
F	BRACING	
F1	ANGLED BRACING	GALV. RND. STEEL TUBE, ϕ 3.50" - 14 GA
F2	LATERAL BRACING (@ 20'-0" BAYS)	GALV. RND. STEEL TUBE, ϕ 3.50" - 14 GA
G	THREADED STUD PLATE	1/4" PLATE WITH 1/2" X 2" STUDS
	CABLE ASSEMBLY	
	CABLE	ϕ 3/8" WIRE ROPE
	TURNBUCKLE	1/2" - 12 EYE-EYE
	WIRE ROPE THIMBLE	3/8" WIRE ROPE THIMBLE
	CABLE SLEEVE	3/8" CABLE SLEEVE
H	CABLE CONNECTION PLATE	STEEL PLATE, 1/4" THICK
	SHACKLE	1/2" SHACKLE
H	SWAY CABLE ASSEMBLY	
	CABLE	ϕ 3/16" WIRE ROPE
	TURNBUCKLE	1/2" - 6 JAW-JAW
	WIRE ROPE THIMBLE	3/16" WIRE ROPE THIMBLE
	CABLE SLEEVE	3/16" CABLE SLEEVE
	CABLE CONNECTION PLATE	STEEL PLATE, 1/8" THICK
J	SHACKLE	1/4" SHACKLE
	BRACE PLATES	
	SUPPORT BASE TO SEGMENT	STEEL PLATE, 1/8" THICK
K	SEGMENT TO SEGMENT	STEEL PLATE, 1/8" THICK
	WINCH ASSEMBLY	
	WINCH	2" LASHING WINCH (10,000 LBS. STRENGTH)
	STRAP	2" STRAP (10,000 LBS. STRENGTH)

BOX BOLT HOLE SIZES & INSTALLATION TORQUE ¹		
BOX BOLT DIA.	HOLE DIA.	INSTALLATION TORQUE
1/4"	1/2"	14 FT-LB
5/16"	5/8"	18 FT-LB
3/8"	3/4"	33 FT-LB
1/2"	13/16"	59 FT-LB
5/8"	1-1/8"	140 FT-LB
3/4"	1-3/8"	221 FT-LB
1. REFER TO BOX BOLT TECHNICAL DATA FOR MORE INFORMATION IF USING BOX BOLTS		

MATERIAL SPECIFICATIONS



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ORDER #

CUSTOMER #

CUSTOMER INFORMATION:

STRUCTURE SKU #:
T04506020F

STRUCTURE SIZE:
45' X 60'

STRUCTURE DESCRIPTION:
45' x 60' HD FREESTANDING 20'OC 12.5

CUSTOMER CONTACT:

CONTACT PHONE

SHEET TITLE:
MATERIAL SPECIFICATIONS

DRAWING DETAILS

DRAWN BY:
KMP

CREATION DATE:
7/11/2011

REVISIONS:

NO. BY: REVISION DATE:

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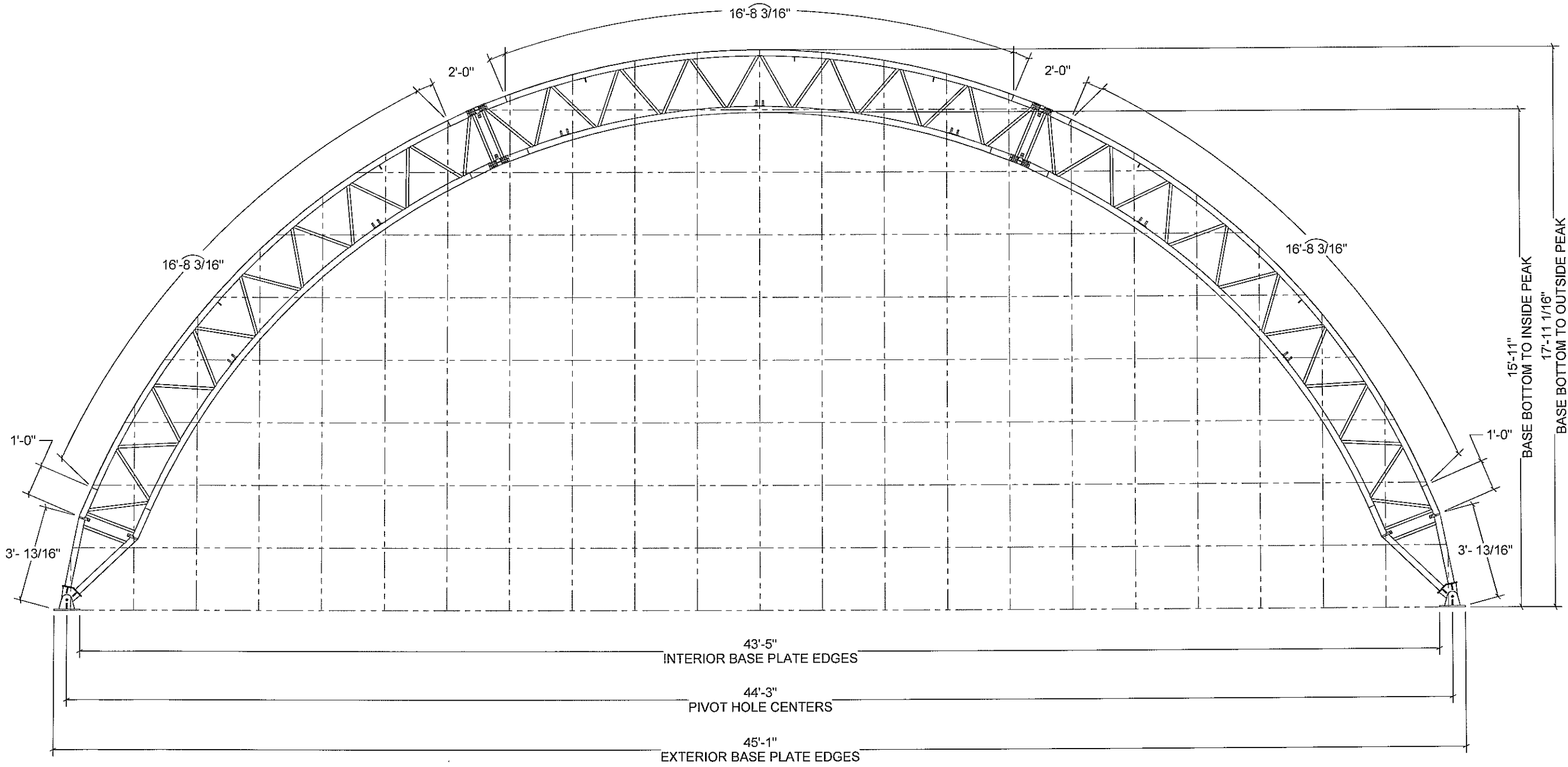
NOT TO SCALE

SHEET SIZE: 11X17

SHEET:

D1-1.0

FRONT PROFILE (DIMENSIONS)
• GRID REPRESENTS 24" SQUARES



OVER-THE-TOP: 62'- 2 3/16" (746 3/16")

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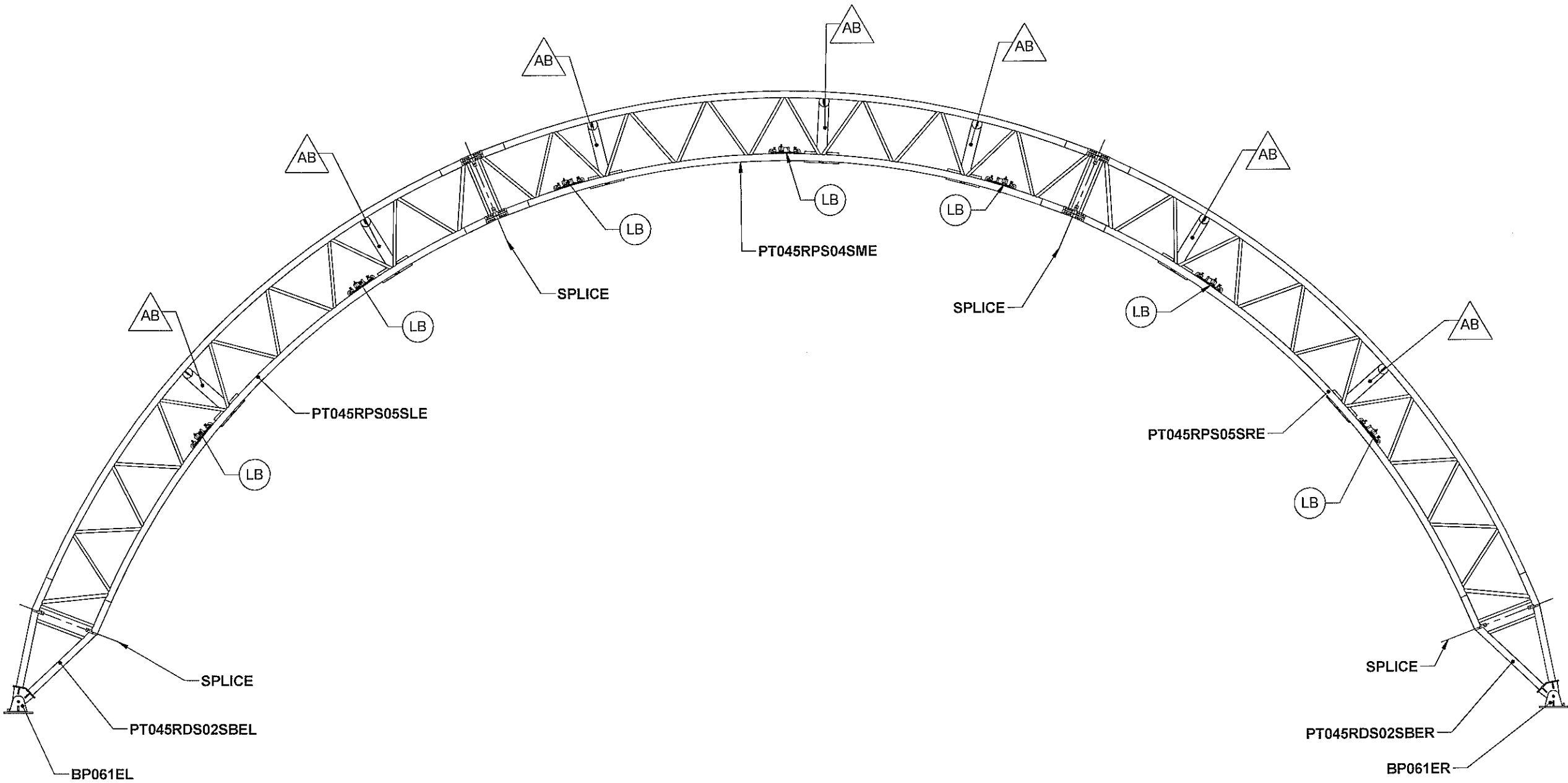
ORDER #:

CUSTOMER #:

CUSTOMER INFORMATION:		STRUCTURE SKU #: T04506020F		STRUCTURE SIZE: 45' X 60'		STRUCTURE DESCRIPTION: 45' x 60' HD FREESTANDING 20'OC 12.5	
		CONTACT PHONE:					
CUSTOMER CONTACT:							
SHEET TITLE: FRONT PROFILE (DIMENSIONS)							

DRAWING DETAILS		
DRAWN BY: KMP		CREATION DATE 7/11/2011
REVISIONS:		
NO.	BY:	REVISION DATE
1		
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NOT TO SCALE		SHEET SIZE: 11X17
SHEET: E1-1.0		

FRONT PROFILE (END RAFTERS)
• PART LOCATIONS



- **LB** = LATERAL BRACE (SKU: **LB35G14STL240**)
- **AB** = ANGLED BRACE (SKU: **AB35G14SUL240**)
- **SPLICE**: SEE DETAIL SHEET [G3-1.0]

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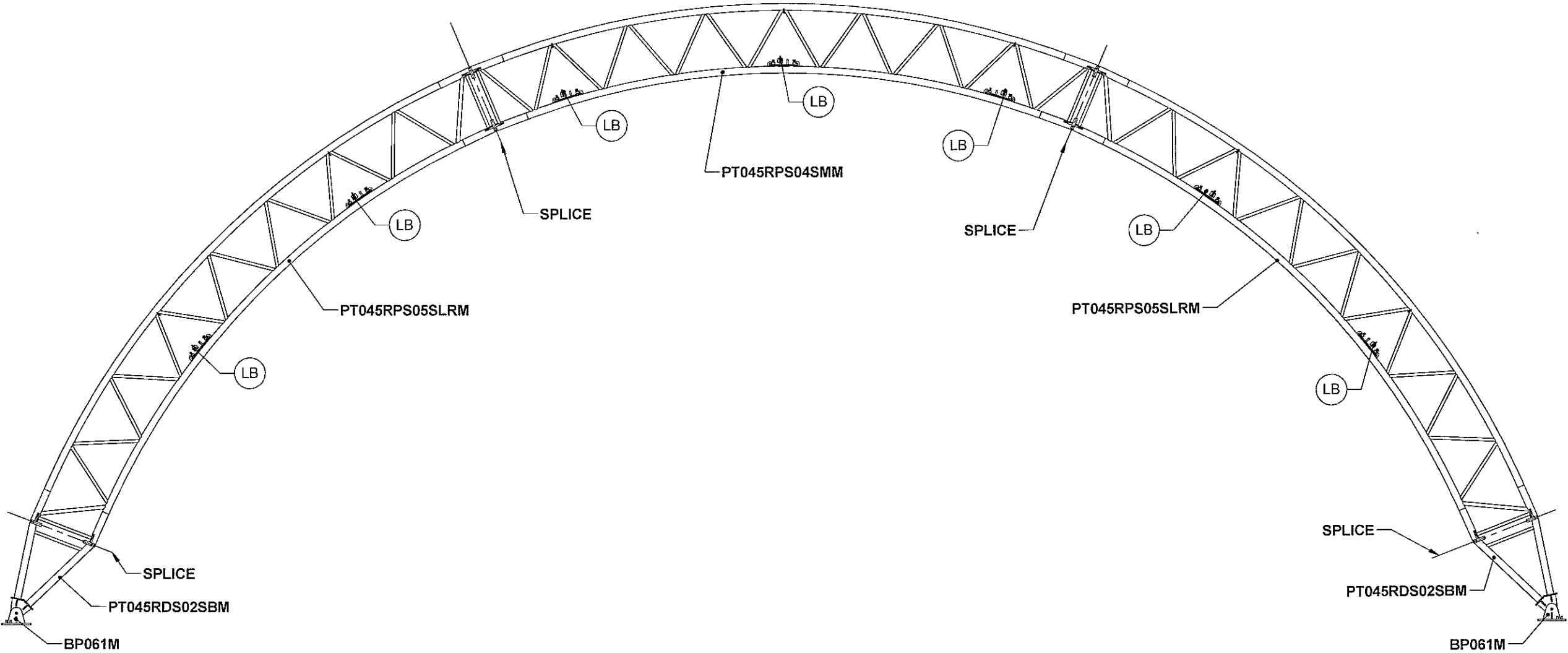
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CUSTOMER #:

CUSTOMER INFORMATION:	STRUCTURE SKU # T04506020F	STRUCTURE SIZE: 45' X 60'	STRUCTURE DESCRIPTION: 45' x 60' HD FREESTANDING 20'OC 12.5
	CONTACT PHONE:		
CUSTOMER CONTACT:	SHEET TITLE: FRONT PROFILE (END RAFTERS)		

DRAWING DETAILS			
DRAWN BY: KMP		CREATION DATE 7/17/2011	
REVISIONS:			
NO.	BY:	REVISION DATE	
1			
2			
3			
4			
NOT TO SCALE		SHEET SIZE: 11X17	
SHEET:			
E2-1.0			

FRONT PROFILE (MIDDLE RAFTERS)
• PART LOCATIONS



- **LB** = LATERAL BRACE (SKU: LB35G14STL240)
- **SPLICE**: SEE DETAIL SHEET [G3-1.0]

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ORDER #

CUSTOMER #

CUSTOMER INFORMATION:	STRUCTURE SKU # T04506020F	STRUCTURE SIZE: 45' X 60'	STRUCTURE DESCRIPTION 45' x 60' HD FREESTANDING 20'OC 12.5
	CONTACT PHONE:		
CUSTOMER CONTACT:		SHEET TITLE: FRONT PROFILE (MIDDLE RAFTERS)	

DRAWING DETAILS			
DRAWN BY: KMP		CREATION DATE: 7/11/2011	
REVISIONS:			
NO.	BY:	REVISION DATE:	
1			
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4			
NOT TO SCALE		SHEET SIZE: 11X17	
SHEET:			
E3-1.0			

NOTE: REFER TO SHEET [E2-1.0] & [E3-1.0] FOR FRONT
PROFILE OF BRACE LOCATIONS & SHEET [C1-1.0] FOR TOP VIEW OF BRACE LOCATIONS.

- SIDE PROFILES
- LATERAL BRACING
 - ANGLED BRACING
 - CABLE PATTERN
 - SWAY CABLE PATTERN

AB35G14SUL240
(TYP. ANGLED BRACE - END BAYS ONLY)

LB35G14STL240
(TYP. LATERAL BRACE - ALL BAYS)

BACK OF STRUCTURE

FRONT OF STRUCTURE

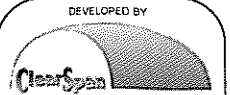
LEFT SIDE VIEW

FRONT OF STRUCTURE

BACK OF STRUCTURE

RIGHT SIDE VIEW

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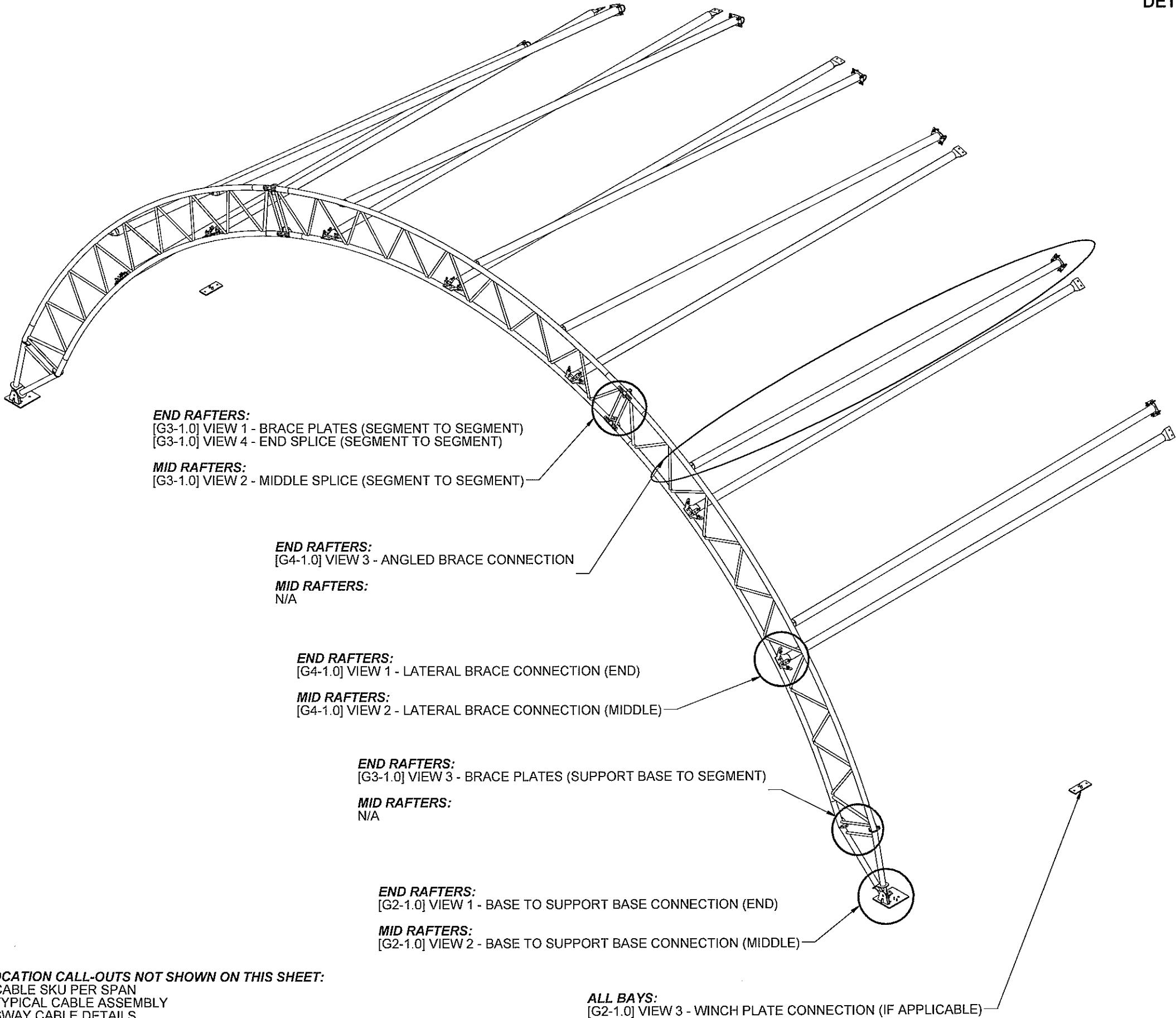
ORDER #:

CUSTOMER #:

CUSTOMER INFORMATION:		STRUCTURE SKU #: T04506020F	
CUSTOMER CONTACT:	STRUCTURE SIZE: 45' X 60'		
	CONTACT PHONE:		
SHEET TITLE: SIDE PROFILE (LEFT SIDE VIEW)		STRUCTURE DESCRIPTION: 45' x 60' HD FREESTANDING 20'OC 12.5	

DRAWING DETAILS			
DRAWN BY: KMP		CREATION DATE: 7/11/2011	
REVISIONS:			
NO.	BY:	REVISION DATE:	
1			
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NOT TO SCALE		SHEET SIZE: 11X17	
SHEET:			
F1-1.0			

DETAIL LOCATION CALL-OUTS



END RAFTERS:
[G3-1.0] VIEW 1 - BRACE PLATES (SEGMENT TO SEGMENT)
[G3-1.0] VIEW 4 - END SPLICE (SEGMENT TO SEGMENT)

MID RAFTERS:
[G3-1.0] VIEW 2 - MIDDLE SPLICE (SEGMENT TO SEGMENT)

END RAFTERS:
[G4-1.0] VIEW 3 - ANGLED BRACE CONNECTION

MID RAFTERS:
N/A

END RAFTERS:
[G4-1.0] VIEW 1 - LATERAL BRACE CONNECTION (END)

MID RAFTERS:
[G4-1.0] VIEW 2 - LATERAL BRACE CONNECTION (MIDDLE)

END RAFTERS:
[G3-1.0] VIEW 3 - BRACE PLATES (SUPPORT BASE TO SEGMENT)

MID RAFTERS:
N/A

END RAFTERS:
[G2-1.0] VIEW 1 - BASE TO SUPPORT BASE CONNECTION (END)

MID RAFTERS:
[G2-1.0] VIEW 2 - BASE TO SUPPORT BASE CONNECTION (MIDDLE)

ALL BAYS:
[G2-1.0] VIEW 3 - WINCH PLATE CONNECTION (IF APPLICABLE)

DETAILS WITH LOCATION CALL-OUTS NOT SHOWN ON THIS SHEET:
[G5-1.0] VIEW 1 - CABLE SKU PER SPAN
[G5-1.0] VIEW 2 - TYPICAL CABLE ASSEMBLY
[G6-1.0] VIEW 1 - SWAY CABLE DETAILS
[G6-1.0] VIEW 2 - TYPICAL SWAY CABLE ASSEMBLY

DEVELOPED BY

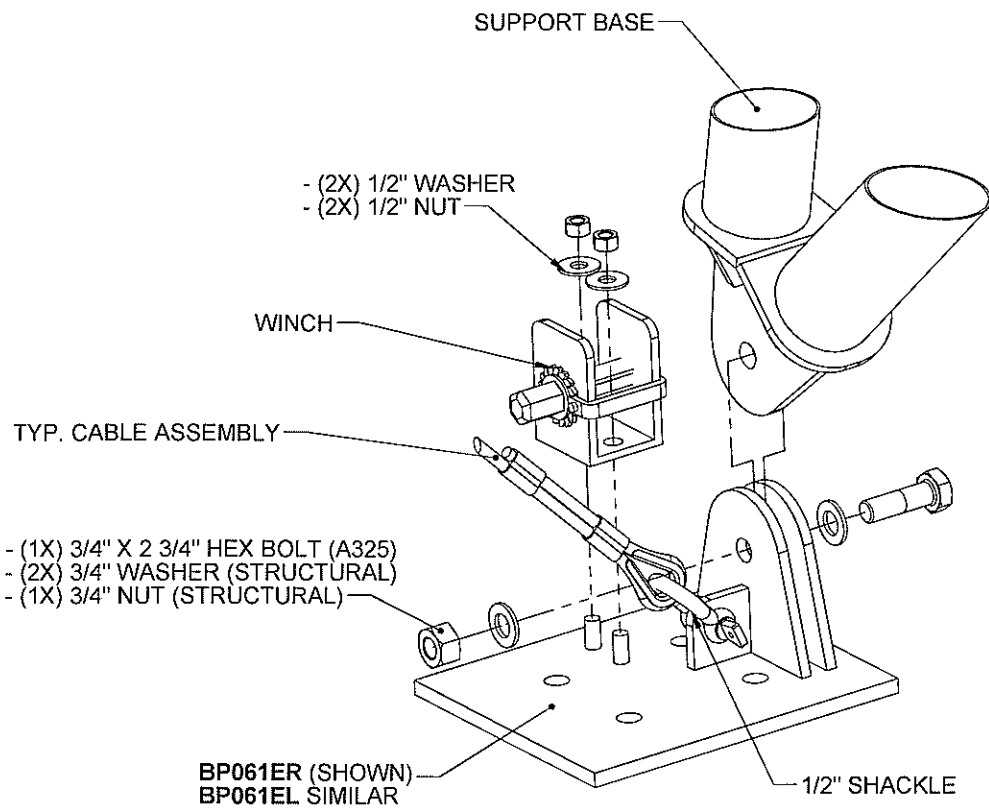

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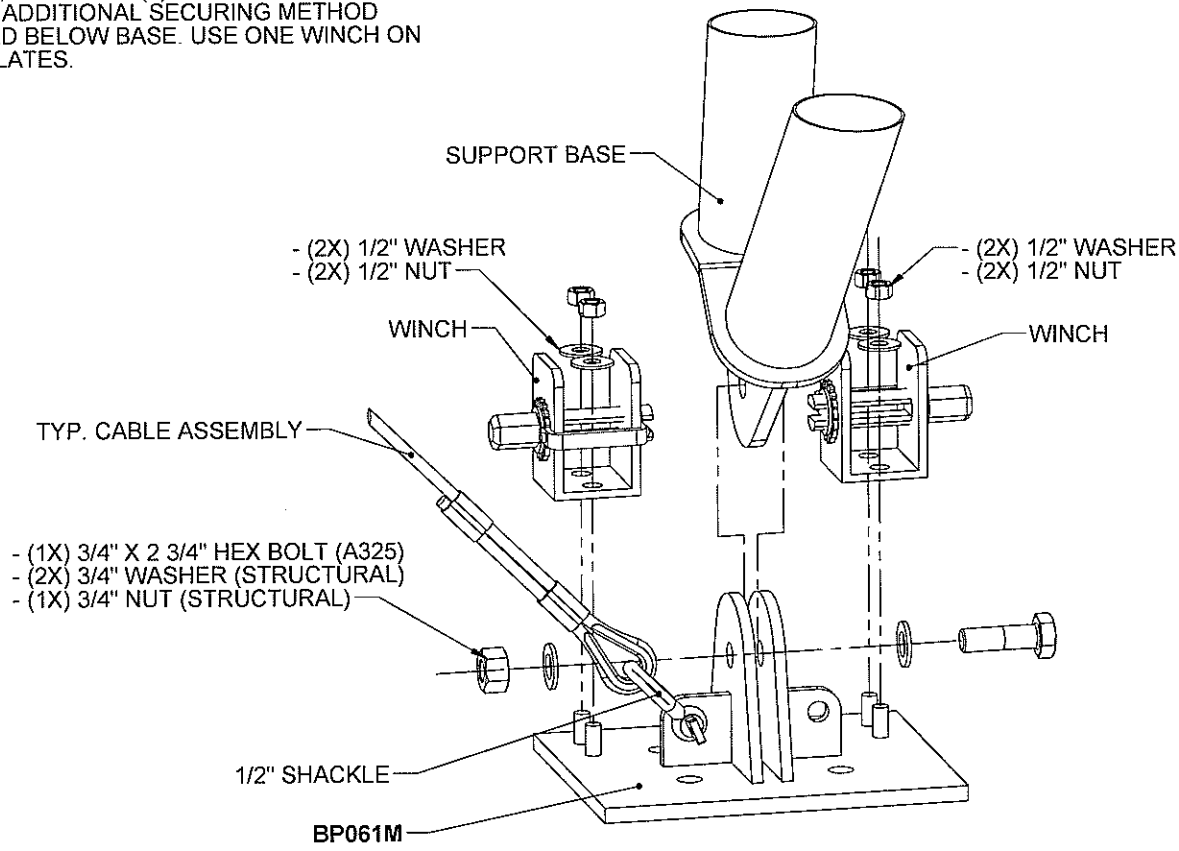
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CUSTOMER INFORMATION:		STRUCTURE SKU #: T04506020F		STRUCTURE SIZE: 45' X 60'		STRUCTURE DESCRIPTION: 45' x 60' HD FREESTANDING 20"OC 12.5	
CUSTOMER CONTACT:		CONTACT PHONE:					
SHEET TITLE: DETAIL LOCATION CALL-OUTS							

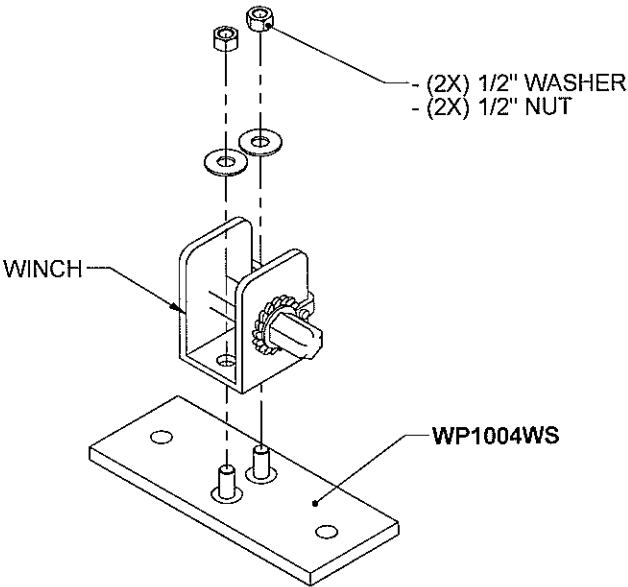
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NO.	BY:	REVISION DATE:	
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2			
3			
4			
NOT TO SCALE		SHEET SIZE: 11X17	
SHEET:			
G1-1.0			



[G2-1.0] VIEW 1 - BASE TO SUPPORT BASE CONNECTION : END



[G2-1.0] VIEW 2 - BASE TO SUPPORT BASE CONNECTION : MIDDLE



[G2-1.0] VIEW 3 - WINCH PLATE CONNECTION
(IF APPLICABLE)



IF COVER IS TO BE INSTALLED USING ONLY THE POCKET ABOVE THE BASE FOR TENSIONING, TWO (2) WINCHES WILL BE USED AS SHOWN. IF COVER IS TO BE INSTALLED USING BOTH THE POCKET ABOVE AND THE POCKET BELOW THE BASE FOR TENSIONING, ONLY ONE (1) WINCH WILL BE ATTACHED TO BASE AND ONE (1) ADDITIONAL SECURING METHOD WILL BE USED BELOW BASE. USE ONE WINCH ON END BASE PLATES.

BASE/WINCH CONNECTION DETAILS

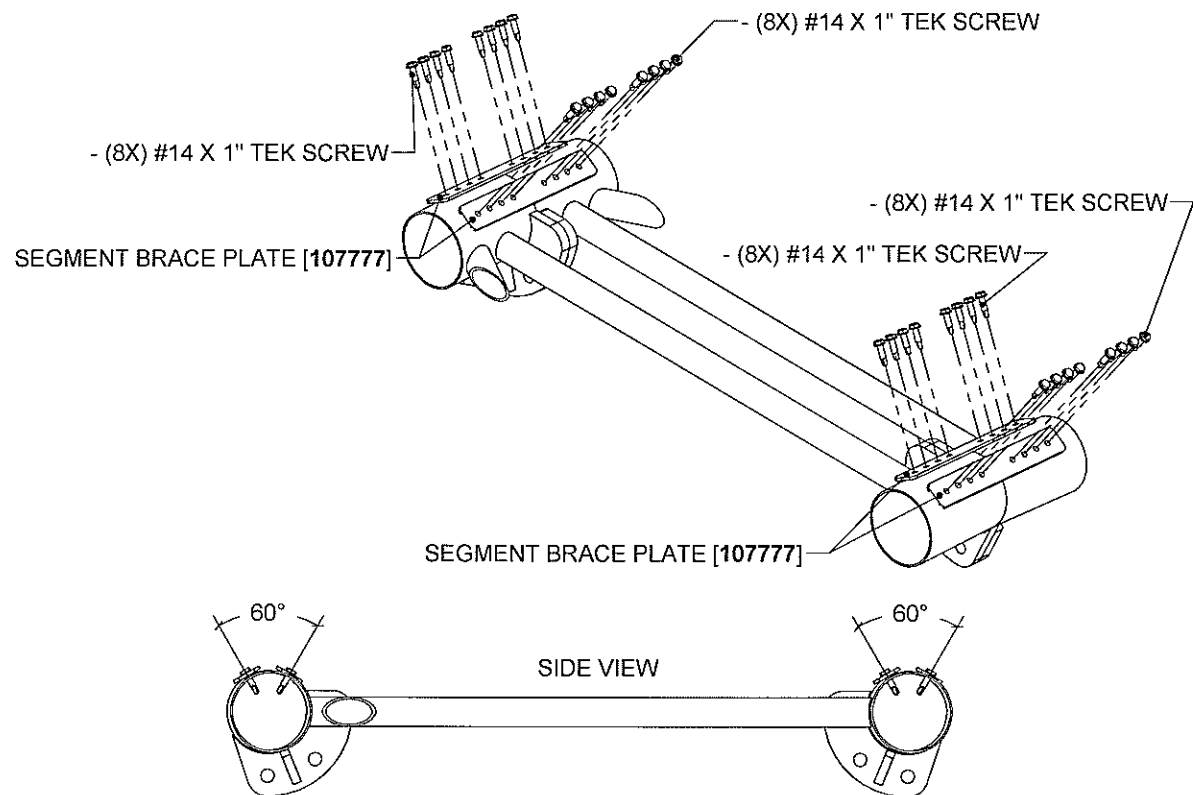
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ORDER #:

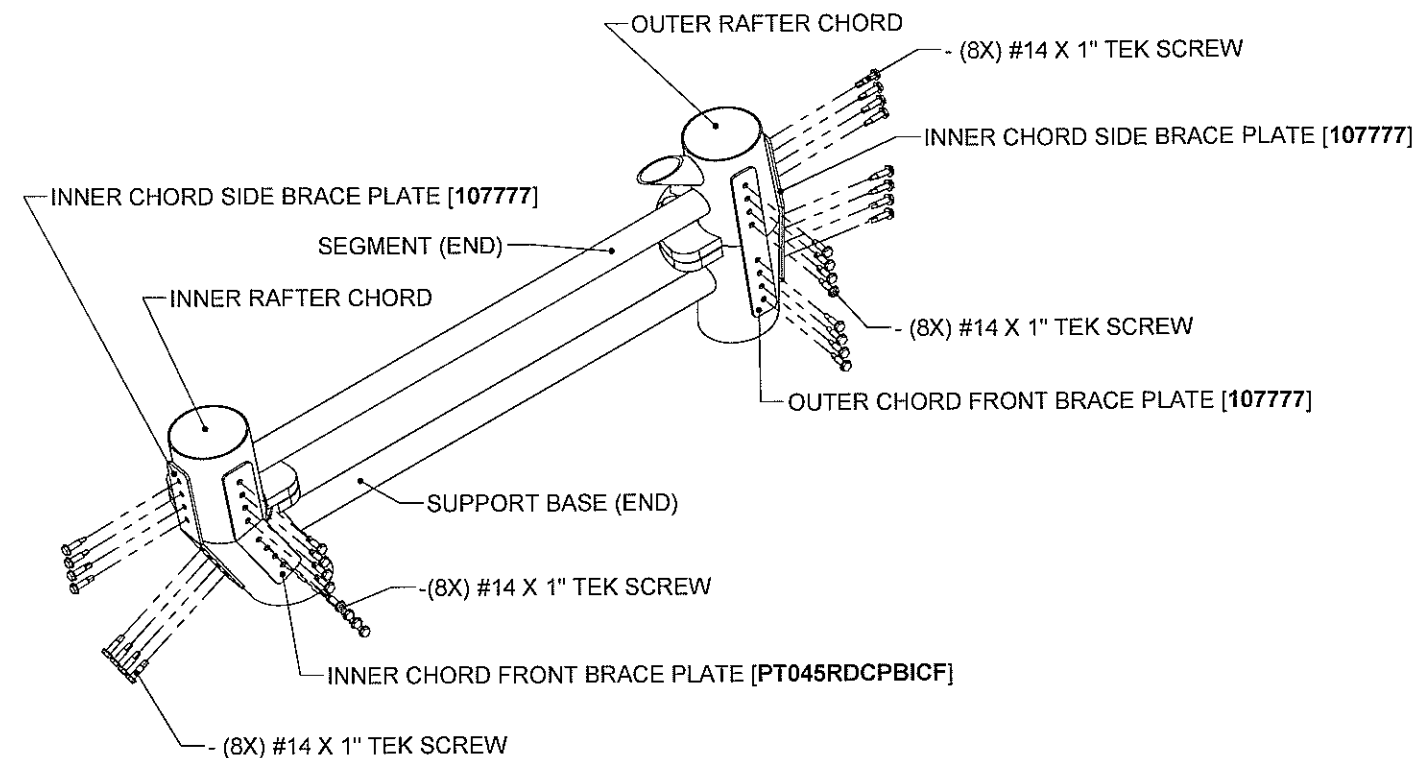
CUSTOMER #:

CUSTOMER INFORMATION:		STRUCTURE SKU #: T04506020F	STRUCTURE DESCRIPTION: 45' x 60' HD FREESTANDING 20'OC 12.5
CUSTOMER CONTACT:	CONTACT PHONE:	STRUCTURE SIZE: 45' X 60'	
SHEET TITLE: BASE/WINCH CONNECTION DETAILS			

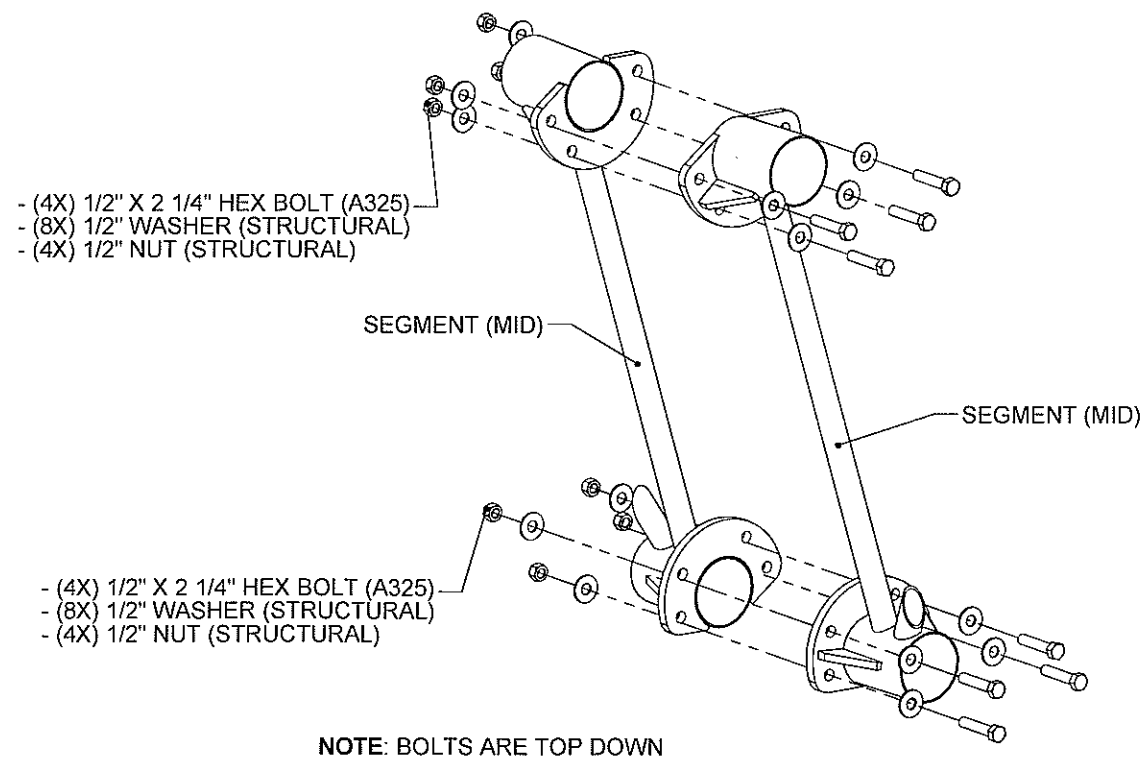
DRAWING DETAILS			
DRAWN BY: KMP		CREATION DATE: 7/11/2011	
REVISIONS:			
NO.	BY:	REVISION DATE:	
1			
2			
3			
4			
NOT TO SCALE		SHEET SIZE: 11X17	
SHEET: G2-1.0			



PLATES SHOULD BE POSITIONED 30 DEGREES FROM CENTER OF FRONT OF CHORDS,
[G3-1.0] VIEW 1 - BRACE PLATES (SEGMENT TO SEGMENT)

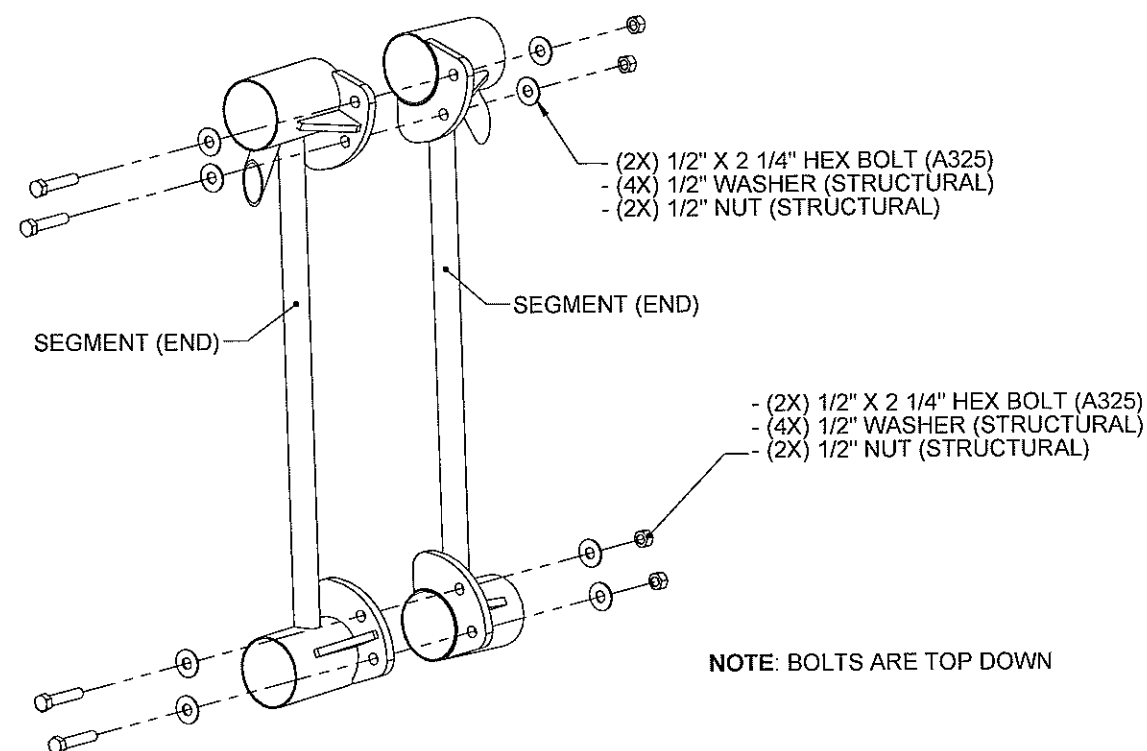


[G3-1.0] VIEW 2 - BRACE PLATES (SUPPORT BASE TO SEGMENT)



NOTE: BOLTS ARE TOP DOWN

[G3-1.0] VIEW 3 - MIDDLE SPLICE (SEGMENT TO SEGMENT)



NOTE: BOLTS ARE TOP DOWN

[G3-1.0] VIEW 4 - END SPLICE (SEGMENT TO SEGMENT)

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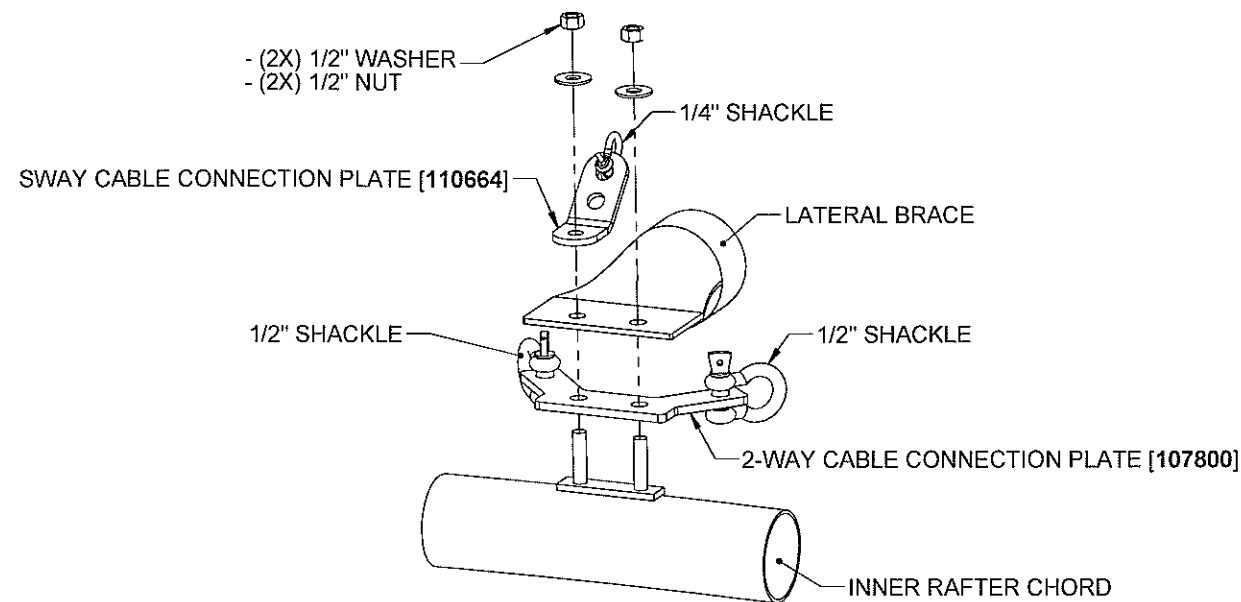
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ORDER #:

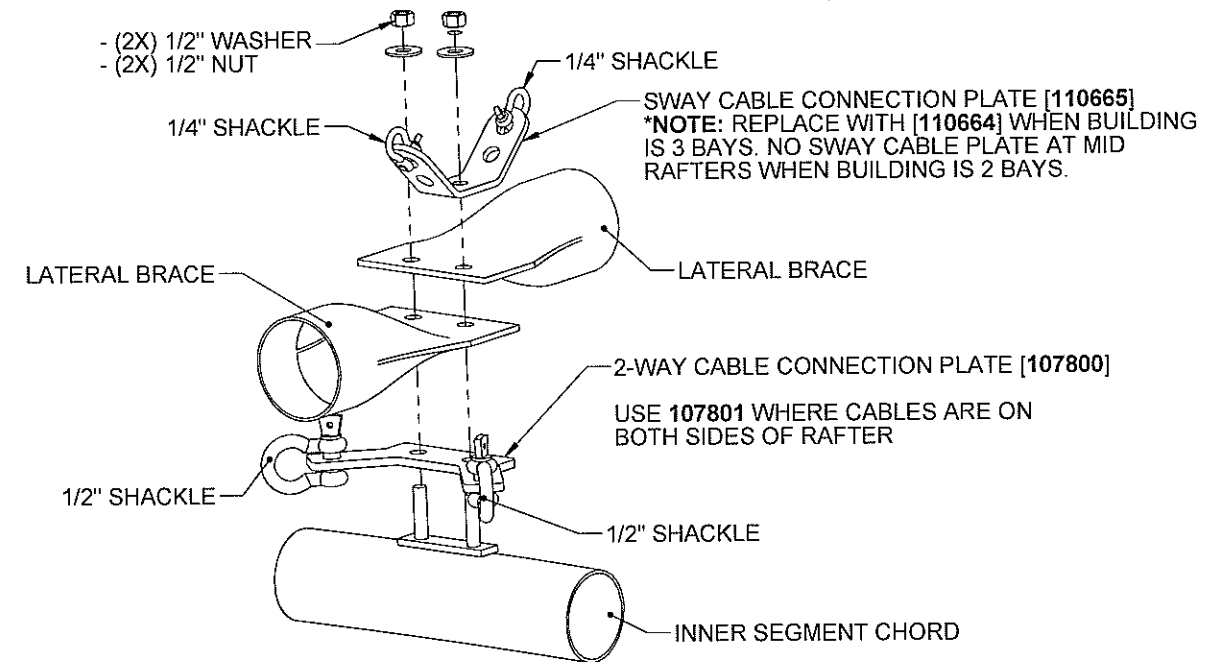
CUSTOMER #:

STRUCTURE SKU # T04506020F	STRUCTURE SIZE: 45' X 60'	STRUCTURE DESCRIPTION: 45' x 60' HD FREESTANDING 20'OC 12.5
CUSTOMER INFORMATION:	CONTACT PHONE:	SHEET TITLE: SPLICE CONNECTION DETAILS

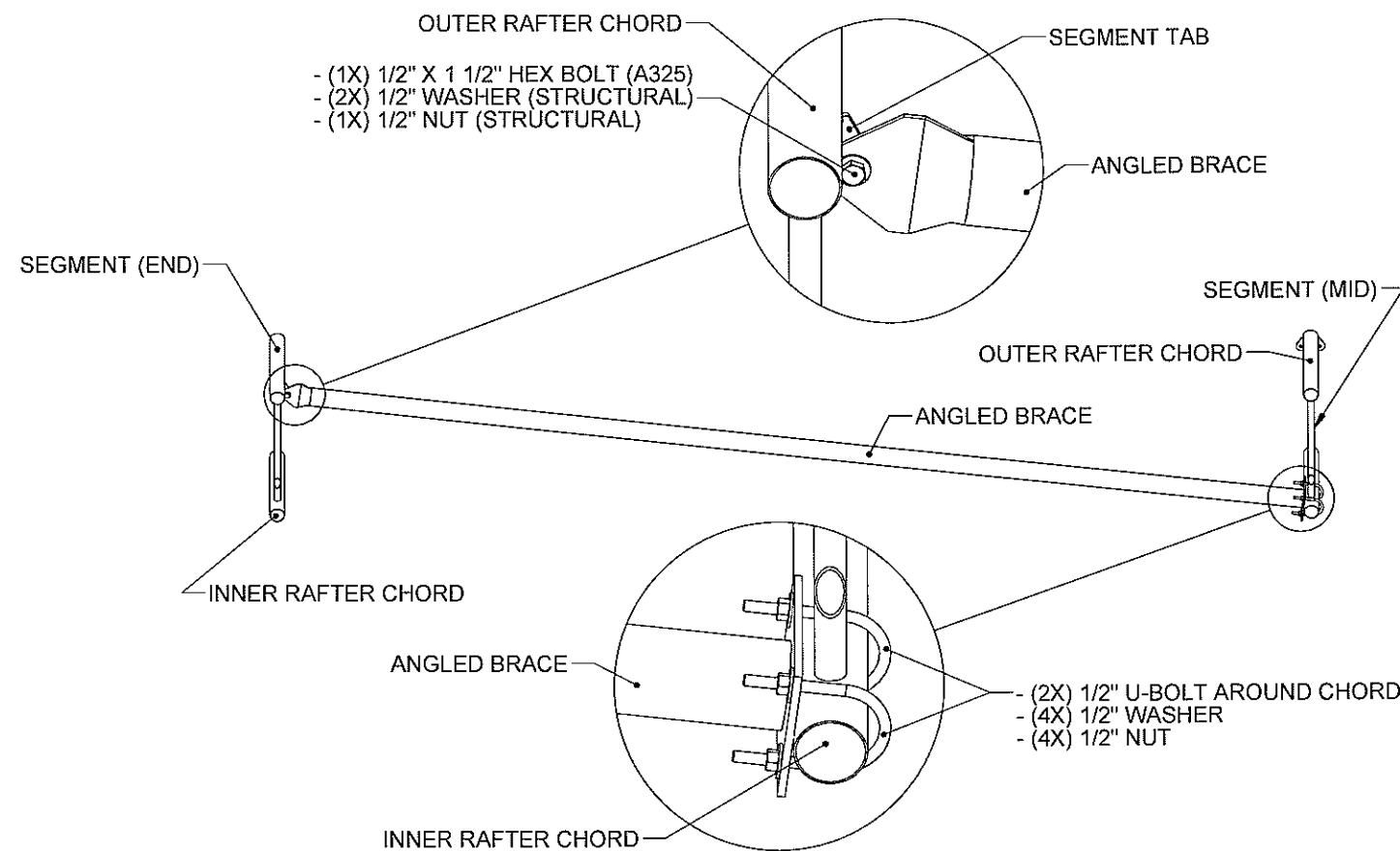
DRAWING DETAILS		
DRAWN BY: KMP		CREATION DATE: 7/11/2011
REVISIONS:		
NO.	BY:	REVISION DATE:
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2		
3		
4		
NOT TO SCALE		SHEET SIZE: 11x17
SHEET: G3-1.0		



[G4-1.0] VIEW 1 - LATERAL BRACE CONNECTION : (END)



[G4-1.0] VIEW 2 - LATERAL BRACE CONNECTION : (MIDDLE)



[G4-1.0] VIEW 3 - ANGLED BRACE CONNECTION

BRACE CONNECTION DETAILS

DEVELOPED BY

 A DIVISION OF
 ENGINEERING SERVICES & PRODUCTS CO.
 1440 18TH AVENUE SW
 DYERSVILLE, IA 52040
 P. 563.875.5113
 F. 563.875.2317
 WWW.ESAPCO.COM
 ORDER #:
 CUSTOMER #:

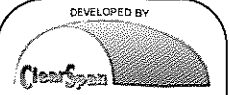
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	CONTACT PHONE:		
SHEET TITLE: BRACE CONNECTION DETAILS			

DRAWING DETAILS		
DRAWN BY: KMP	CREATION DATE 7/11/2011	
REVISIONS:		
NO.	BY:	REVISION DATE:
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NOT TO SCALE		SHEET SIZE: 11X17
SHEET: G4-1.0		

REFER TO SHEETS [A1-1.0], [C1-1.0] & [F1-1.0] FOR COMPLETE CABLE PATTERN.

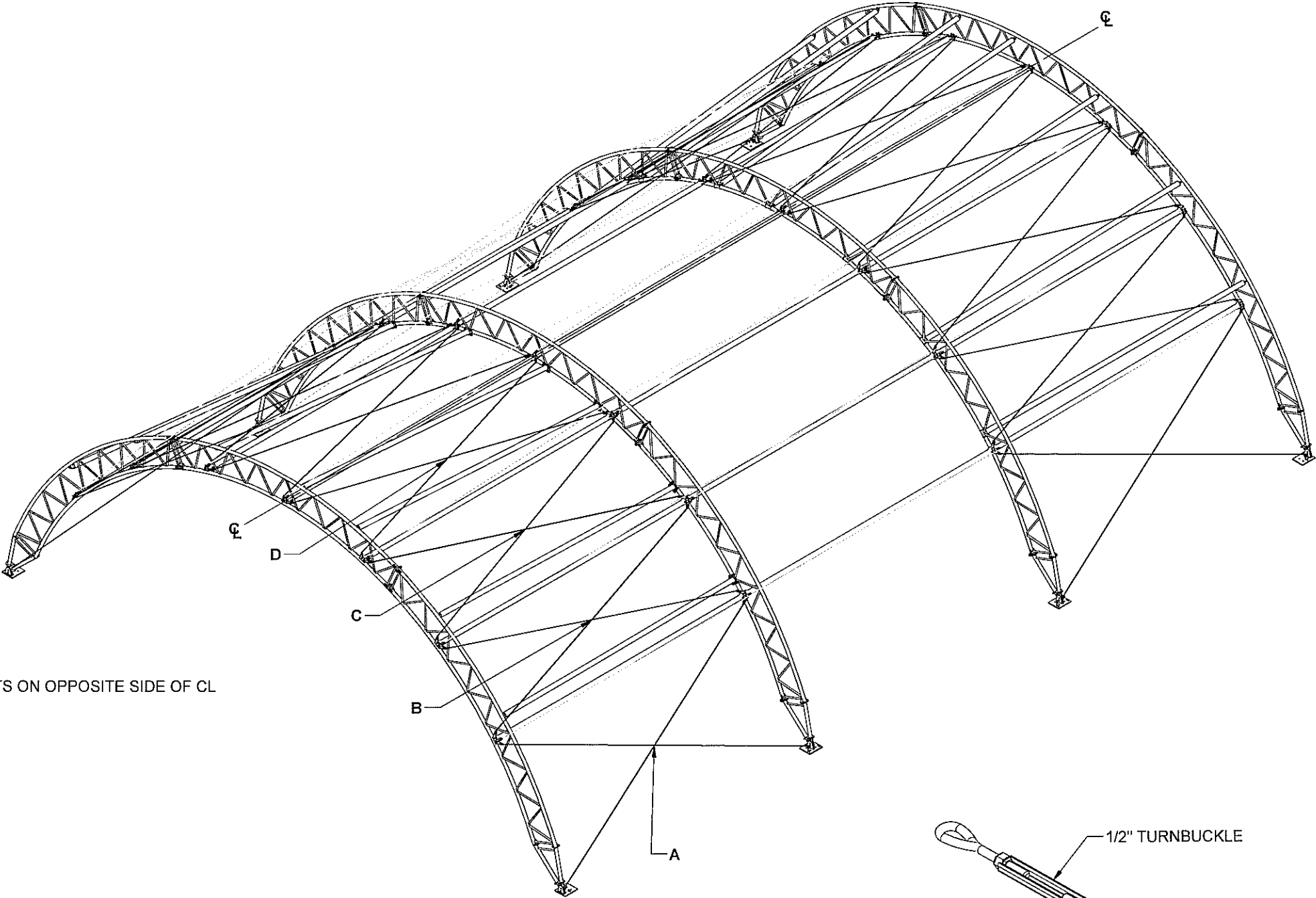
CABLE LENGTH DETAILS

DEVELOPED BY

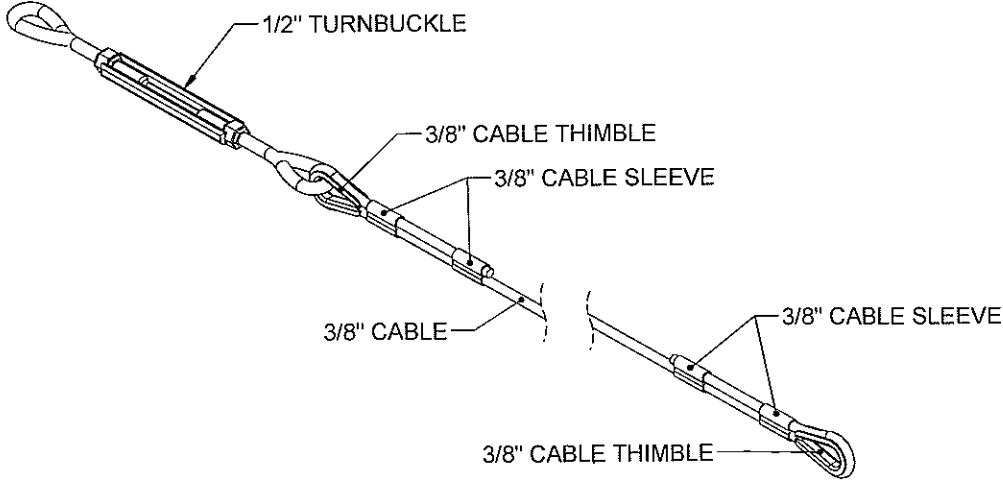

A DIVISION OF
ENGINEERING SERVICES & PRODUCTS CO.
1440 18TH AVENUE SW
DYERSVILLE, IA 52040
P. 563.875.6113
F. 563.875.2317
WWW.ESAPCO.COM

ORDER #:

CUSTOMER #:



NOTE: PATTERN REPEATS ON OPPOSITE SIDE OF CL



T045RDW : 20' RAFTER SPACING CABLE SKU'S		
SPAN	SKU	ACTUAL DISTANCE
A	CAB38T1C2106	21'-3 13/16"
B	CAB38T1C2004	20'-1 5/16"
C	CAB38T1C2005	20'-2 9/16"
D	CAB38T1C2004	20'-1 5/16"

[G5-1.0] VIEW 1 - CABLE SKU PER SPAN

[G5-1.0] VIEW 2 - TYPICAL CABLE ASSEMBLY

CUSTOMER INFORMATION:

STRUCTURE SKU #
T04506020F

CONTACT PHONE:

STRUCTURE SIZE:
45' X 60'

CUSTOMER CONTACT:

STRUCTURE DESCRIPTION:
45' x 60' HD FREESTANDING 20' OC 12.5

SHEET TITLE:
CABLE LENGTH DETAILS

DRAWING DETAILS

DRAWN BY: KMP

CREATION DATE: 7/11/2011

REVISIONS:

NO.	BY:	REVISION DATE
1		
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3		
4		

NOT TO SCALE

SHEET SIZE 11X17

SHEET:

G5-1.0

REFER TO SHEETS [A1-1.0], [C1-1.0] & [F1-1.0], FOR COMPLETE CABLE PATTERN.

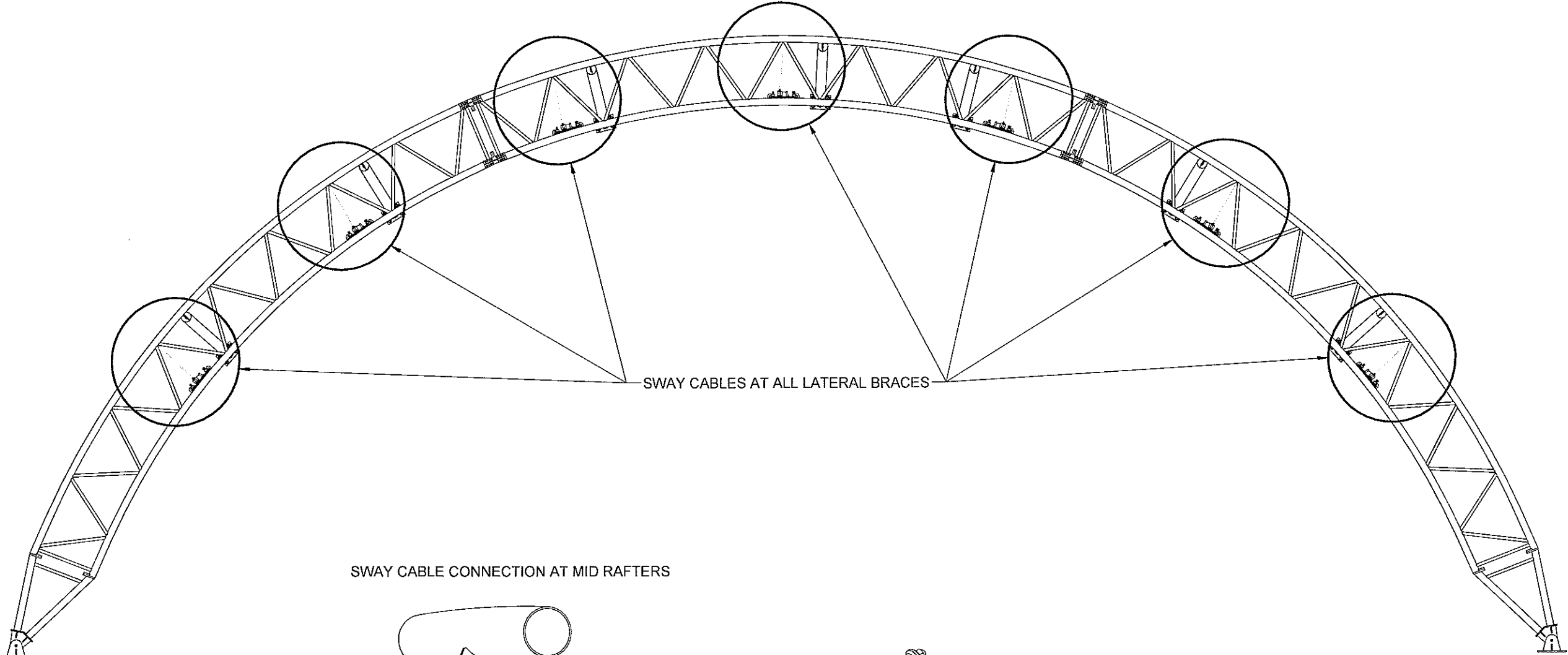
SWAY CABLE DETAILS

DEVELOPED BY


A DIVISION OF
ENGINEERING SERVICES & PRODUCTS CO.
1440 18TH AVENUE SW
DYERSVILLE, IA 52040
P 563.876.6113
F 563.876.2317
WWW.ESAPCO.COM

ORDER #

CUSTOMER #



SWAY CABLES AT ALL LATERAL BRACES

SWAY CABLE CONNECTION AT MID RAFTERS

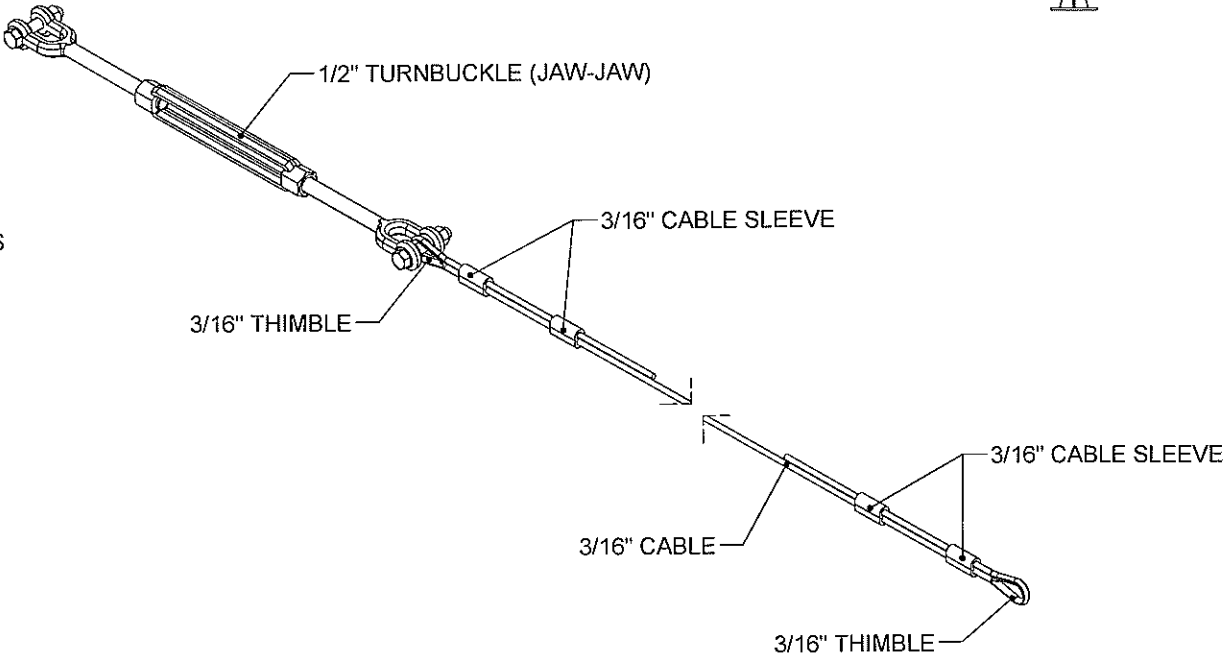
SWAY CABLE ASSEMBLY
SKU: CABS19T16JC1909 (19'-7")

NOTE: NO SWAY CABLE FROM
TOP CHORD OF END RAFTERS
DUE TO ANGLED BRACE.

1/4" SHACKLE

LATERAL BRACE

110665 SHOWN
NOTE: USE 110664 WITH CABLES
IN ONE DIRECTION.

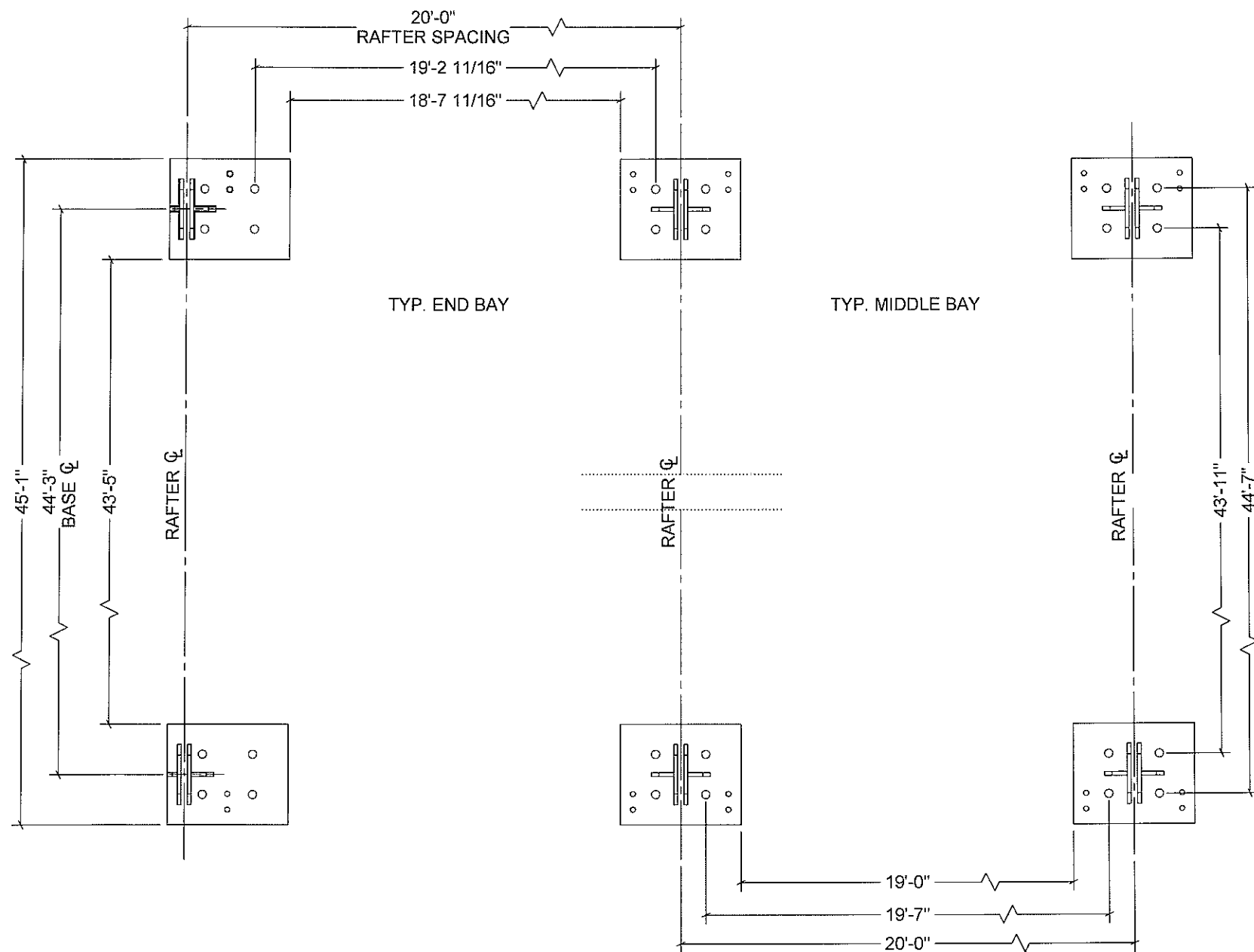


[G6-1.0] VIEW 1 - SWAY CABLE DETAILS

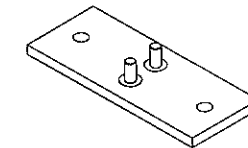
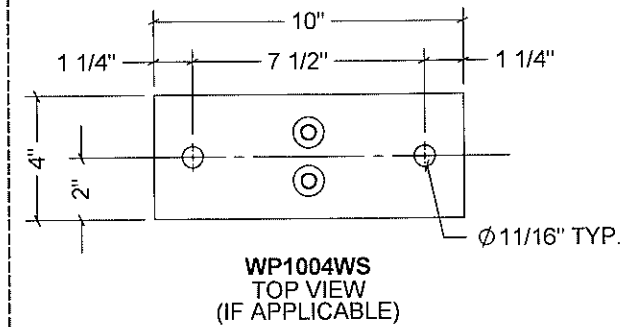
[G6-1.0] VIEW 2 - TYPICAL SWAY CABLE ASSEMBLY

CUSTOMER INFORMATION:	STRUCTURE SKU # T04606020F	STRUCTURE SIZE: 45' X 60'	STRUCTURE DESCRIPTION: 45' x 60' HD FREESTANDING 20' OC 12.5
	CONTACT PHONE		
CUSTOMER CONTACT:		SHEET TITLE: SWAY CABLE DETAILS	

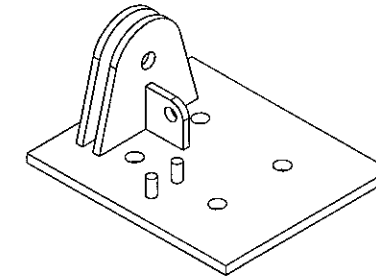
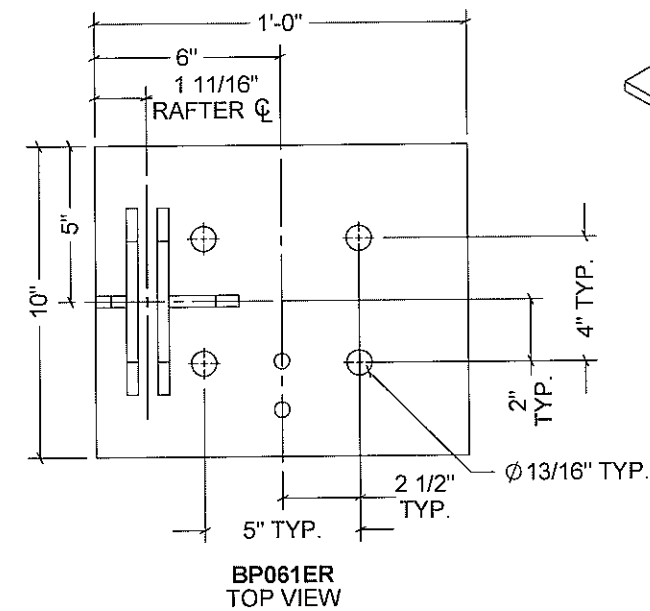
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DRAWN BY: KMP		CREATION DATE: 7/11/2011
REVISIONS:		
NO.	BY:	REVISION DATE:
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NOT TO SCALE		SHEET SIZE: 11X17
SHEET:		
G6-1.0		



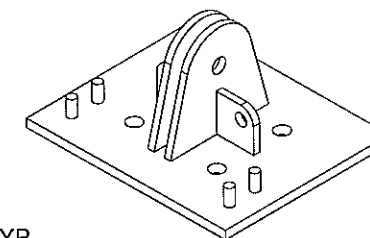
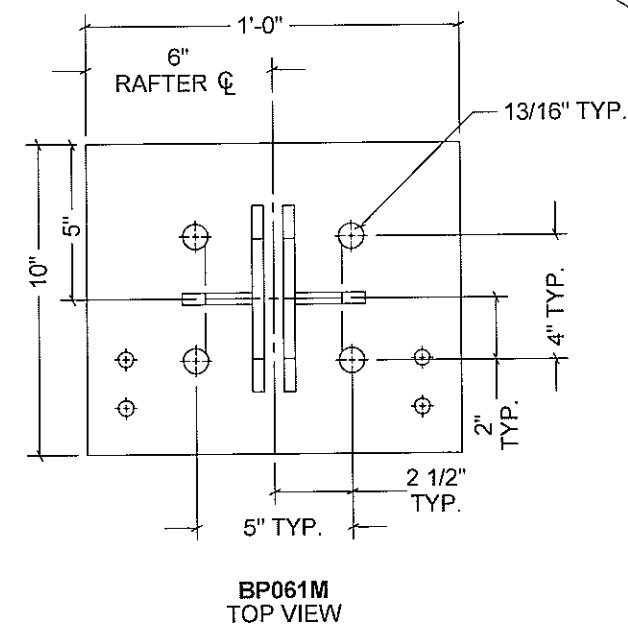
FOUNDATION DETAILS (BASE PLATES)



WP1004WS
ISOMETRIC VIEW
(IF APPLICABLE)



BP061ER
ISOMETRIC VIEW
*BP061EL IS SIMILAR



BP061M
ISOMETRIC VIEW

DEVELOPED BY
Clearspan
A Division of
ENGINEERING SERVICES & PRODUCTS CO.
1445 18TH AVENUE SW
DYERSVILLE, IA 52040
P. 563.875.6113
F. 563.875.2317
WWW.ESAPCO.COM

ORDER # _____

CUSTOMER # _____

CUSTOMER INFORMATION:	STRUCTURE SKU # T04506020F	STRUCTURE SIZE: 45' X 60'	STRUCTURE DESCRIPTION: 45' x 60' HD FREESTANDING 20'OC 12.5
	CONTACT PHONE:		
CUSTOMER CONTACT:	SHEET TITLE: FOUNDATION DETAILS (BASE PLATES)		

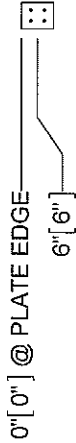
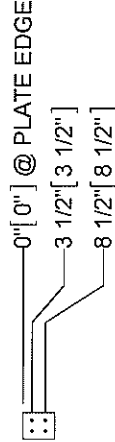
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DRAWN BY: KMP	CREATION DATE: 7/11/2011
REVISIONS:	
NO.	BY: REVISION DATE:
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NOT TO SCALE SHEET SIZE: 11X17	
SHEET: H1-1.0	

ANCHOR HOLES:

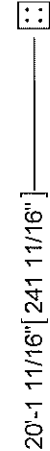
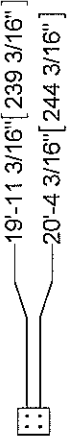
BASE CENTERS:

FRONT OF STRUCTURE

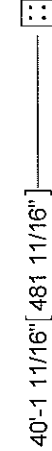
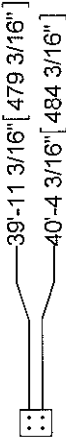
BACK OF STRUCTURE



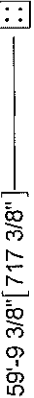
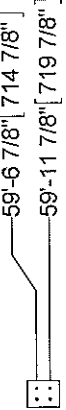
20'-0" BAY



20'-0" BAY



20'-0" BAY



FOUNDATION DETAILS (ANCHOR HOLES)
• ANCHOR HOLE LAYOUT

DEVELOPED BY


A DIVISION OF
ENGINEERING SERVICES & PRODUCTS CO.
1440 16TH AVENUE SW
DYERSVILLE, IA 50540
P 563 875 6113
F 563 875 2317
WWW.ESAPCO.COM

ORDER #

CUSTOMER #

CUSTOMER INFORMATION:		STRUCTURE SKU # T04506020F
CUSTOMER CONTACT:	CONTACT PHONE:	STRUCTURE SIZE: 45' X 60'
SHEET TITLE: FOUNDATION DETAILS (ANCHOR HOLES)		STRUCTURE DESCRIPTION 45' x 60' HD FREESTANDING 20"OC 12.5

DRAWING DETAILS	
DRAWN BY: KMP	CREATION DATE: 7/11/2011
REVISIONS:	
NO.	REVISION DATE:
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NOT TO SCALE	
SHEET SIZE: 11X17	
SHEET:	
H2-1.0	

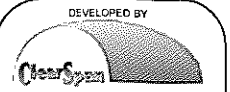
FOUNDATION NOTES:

- ESAPCO DOES NOT PROVIDE ANY MATERIAL OR DESIGN CRITERIA FOR THE CREATION OF THE FOUNDATION OR ANCHORING OF THIS BUILDING, UNLESS OTHERWISE NOTED.
- FOUNDATION AND ANCHORING SHALL BE ENGINEERED AND APPROVED BY A LICENSED STRUCTURAL ENGINEER OF OWNER'S CHOICE.
- FOUNDATION MUST MEET THE BUILDING REACTION DATA SHOWN BELOW.
- SEE ENDWALL DRAWINGS FOR ENDWALL REACTIONS (IF APPLICABLE).

PROTOTYPICAL REACTIONS

NO ENGINEERING REQUIRED, REACTIONS NOT PROVIDED

DEVELOPED BY



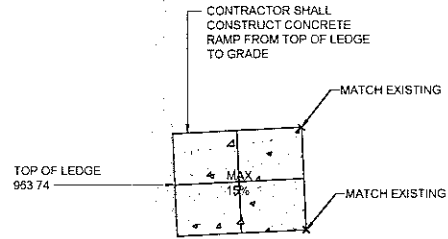
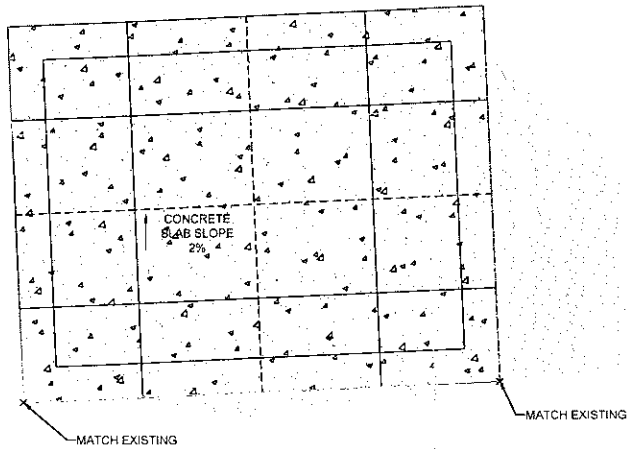
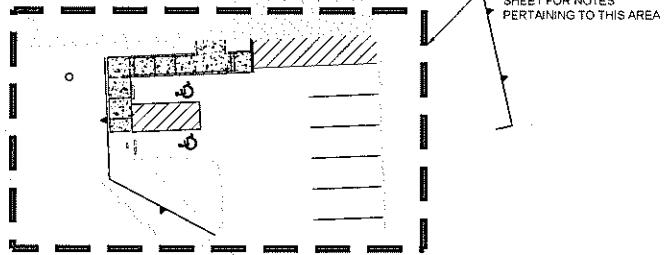
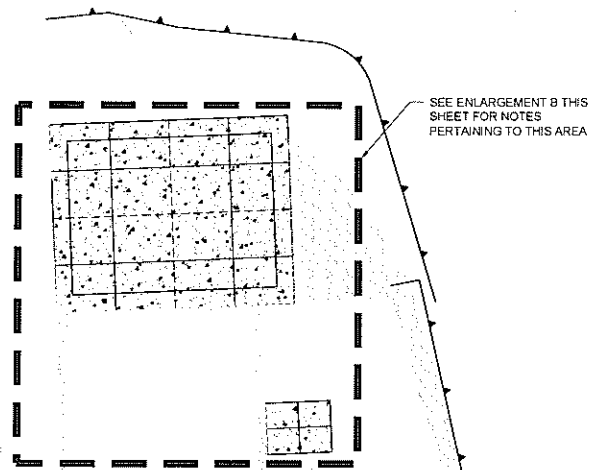
A DIVISION OF
ENGINEERING SERVICES & PRODUCTS CO
1443 18TH AVENUE SW
OVERSILLE, IA 50042
P 563.875.6113
F 563.875.2317
WWW.ESAPCO.COM

ORDER #

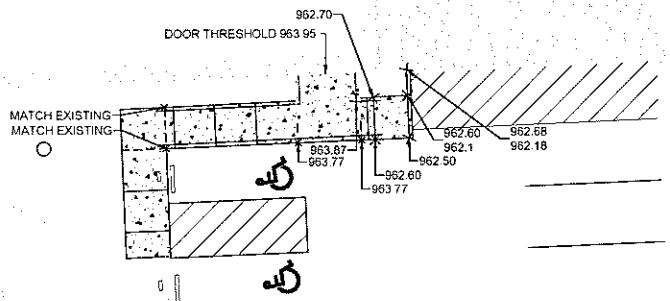
CUSTOMER #

CUSTOMER INFORMATION	STRUCTURE SKU # T04506020F	STRUCTURE SIZE 45' X 60'	STRUCTURE DESCRIPTION: 45' x 60' HD FREESTANDING 20'OC 12.5
	CUSTOMER CONTACT	CONTACT PHONE	
SHEET TITLE: PROTOTYPICAL REACTIONS			

DRAWING DETAILS		
DRAWN BY: KMP	CREATION DATE: 7/11/2011	
REVISIONS		
NO.	BY.	REVISION DATE:
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NOT TO SCALE		SHEET SIZE: 11X17
SHEET:		
J1-1.0		



ENLARGEMENT B



ENLARGEMENT A

EROSION AND SEDIMENT CONTROL NOTES & BEST MANAGEMENT PRACTICES

1. CONSTRUCTION ACTIVITY POLLUTION PREVENTION IS REQUIRED FOR THIS PROJECT. PREVENTION OF POLLUTION RESULTING FROM CONSTRUCTION ACTIVITIES SHALL BE ACCOMPLISHED BY CONTROLLING SOIL EROSION, WATERWAY SEDIMENTATION, AND AIRBORNE DUST GENERATION. CONTRACTOR SHALL ENSURE THAT NO SEDIMENT RESULTING FROM CONSTRUCTION ACTIVITIES INFRINGES ONTO ADJACENT PROPERTIES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THAT EROSION AND SEDIMENTATION ARE CONTROLLED TO THE EXTENT PRACTICABLE. ALL APPLICABLE SOIL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED AND MAINTAINED THROUGHOUT THE DURATION OF CONSTRUCTION ACTIVITIES. PRIOR TO INITIATING CONSTRUCTION IN AN AREA, ALL TEMPORARY EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE IN PLACE. UPON PROJECT COMPLETION ALL TEMPORARY SOIL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED.
3. TEMPORARY EROSION CONTROL SHALL BE THE CONTRACTOR'S RESPONSIBILITY, WHO SHALL UTILIZE APPROPRIATE BEST MANAGEMENT PRACTICES (BMPs). THOSE BMPs SHALL CONSIST OF SILT FENCE, WATTLES OR OTHER MEANS TO CONTROL EROSION AS NEEDED.
4. CONTRACTOR SHALL PLACE SILT FENCE AS SHOWN PRIOR TO BEGINNING WORK. THE DEVICES SHALL BE PLACED DOWN-SLOPE OF DISTURBED AREAS WHERE SHEET EROSION WOULD OCCUR. SILT FENCE SHALL BE CLEANED AND REPAIRED WHEN SEDIMENT BUILDUP REACHES ONE-THIRD OF SILT FENCE HEIGHT. AFTER SIGNIFICANT RUNOFF EVENTS, THE CONTRACTOR SHALL INSPECT ALL EROSION CONTROL STRUCTURES FOR SILT BUILD-UP THAT INTERFERES WITH THE PERFORMANCE OF THE EROSION CONTROL STRUCTURE AND REPAIR OR REPLACE THOSE STRUCTURES, AS NECESSARY.
5. STRAW-BALE CHECK DAMS MAY BE PLACED IN DRAINAGE SWALES TO LIMIT THE AMOUNT OF SEDIMENT THAT TRAVELS DOWNSTREAM. STRAW BALES MAY BE USED AS INLET PROTECTION FOR STORM SEWER CATCH BASIN. THESE DEVICES MUST BE MAINTAINED AND THE SEDIMENT REMOVED BEHIND THE DEVICE ON A REGULAR BASIS TO REMAIN EFFECTIVE.
6. AFTER COMPLETION OF FINAL GRADING, THE DISTURBED AREAS SHALL BE REVEGETATED. ALL TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES SHALL BE REMOVED UPON PROJECT COMPLETION. TRAPPED SEDIMENT AND OTHER DISTURBED SOIL AREAS RESULTING FROM THE DISPOSITION OF TEMPORARY CONTROL MEASURES SHALL BE PERMANENTLY STABILIZED TO PREVENT FURTHER EROSION AND SEDIMENTATION.
7. ALL ON-SITE VEHICLES SHALL BE MONITORED FOR PETROLEUM LEAKS AND SHALL RECEIVE PROPER PREVENTATIVE MAINTENANCE TO REDUCE THE CHANCE OF LEAKAGE. PETROLEUM PRODUCTS SHALL BE STORED IN TIGHTLY-SEALED CONTAINERS THAT ARE CLEARLY LABELED. ALL SPILLS SHALL BE CLEANED UP IMMEDIATELY AFTER DISCOVERY. WASTE OIL AND OTHER PETROLEUM PRODUCTS SHALL NOT BE DISCHARGED ONTO THE GROUND OR INTO WATER BODIES. PETROLEUM PRODUCTS USED ON-SITE SHALL BE APPLIED ACCORDING TO THE MANUFACTURER RECOMMENDATIONS.

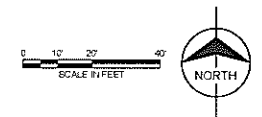
GENERAL GRADING NOTES:

1. PROPOSED ELEVATIONS INDICATED ARE FOR TOP OF FINAL GRADE, PAVEMENT, OR STRUCTURE UNLESS INDICATED OTHERWISE.
2. ELEVATION DENOTED AS "MATCH" ARE INTENDED TO MEET EXISTING GRADE ELEVATIONS. CONTRACTOR SHALL VERIFY ELEVATIONS AT TIE-INS AND MATCH POINTS PRIOR TO BEGINNING CONSTRUCTION.
3. EXTERIOR FINISH GRADES AT BUILDING ENTRANCES AND DOORWAY THRESHOLDS SHALL BE MAXIMUM 0.25 INCHES BELOW BUILDING FINISH FLOOR IF A VERTICAL THRESHOLD IS PROVIDED, AND SHALL BE MAXIMUM 0.5 INCHES BELOW BUILDING FINISH FLOOR IF A BEVELED THRESHOLD IS PROVIDED, UNLESS INDICATED OTHERWISE.
4. ADEQUATE DRAINAGE SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION. ANY DRAINAGE FEATURE OR STRUCTURE DISTURBED DURING CONSTRUCTION SHALL BE RESTORED TO EXISTING CONDITIONS OR BETTER SUBJECT TO THE APPROVAL OF THE OWNER REPRESENTATIVE.
5. SURFACES AROUND FACILITY SHALL BE GRADED TO PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDINGS AND PAVEMENTS.
6. THE CONTRACTOR SHALL REMOVE STANDING WATER FROM THE PROJECT WORK LIMITS AS NECESSARY TO PROTECT SUBGRADE, SUBBASE, AND/OR BASE COURSE OF NEW PAVEMENT, SURROUNDING PAVEMENT-TO-REMAIN, OR OTHER COMPLETED WORKS.
7. ALL AREAS DISTURBED BY CONSTRUCTION SHALL BE RE-VEGETATED IN ACCORDANCE WITH THE SEEDING SPECIFICATIONS.



LEGEND

- XXX.XX PROPOSED SPOT ELEVATION
- SILT FENCE 1 C-500



PRELIMINARY - NOT FOR CONSTRUCTION

no.	date	by	ckd	description
0	04/27/15	CLB	BMS	DESIGN DEVELOPMENT

BURNS & MCDONNELL
9400 WARD PARKWAY
KANSAS CITY, MO

date	04/22/15	detailed	C. BARNES
designed	B. SWARTZ	checked	J. KOCHTANEK



4717 ROE PARKWAY
ROELAND PARK, KS 66205
JOHNSON COUNTY

FAIRWAY PUBLIC WORKS RENOVATION
SITE GRADING PLAN

project	84310	contract	CONTRACT
drawing	CG100	rev.	A
sheet	of	Author	sheets
file	84310CG100.DWG		

SALT DOME AGREEMENT AND ACCESS EASEMENT

THIS SALT DOME AGREEMENT AND ACCESS EASEMENT (the "Agreement") is entered into as of this 18 day of May, 2015 (the "Effective Date"), by and between the CITY OF ROELAND PARK, KANSAS, a Kansas municipal corporation ("Roeland Park"), having its principal place of business at 4600 West 51st Street, Roeland Park, Kansas 66205, and the CITY OF FAIRWAY, KANSAS, a Kansas municipal corporation ("Fairway"), having its principal place of business at 4210 Shawnee Mission Parkway, Suite 100, Fairway, Kansas 66205.

WITNESSETH:

WHEREAS, Fairway is the owner of that certain real property located in the City of Roeland Park, Johnson County, Kansas and more particularly described on Exhibit A attached hereto and made a part hereof (the "Fairway Property");

WHEREAS, Fairway and Roeland Park desire to enter into this Agreement to provide for the construction, joint ownership and joint use and operation of a salt storage facility and related appurtenances (the "Salt Dome") on the Fairway Property, and the parties' rights and obligations in connection therewith, including without limitation an easement for access to the Salt Dome across the Fairway Property for the benefit of Roeland Park; and

WHEREAS, K.S.A. 12-2908 authorizes the parties to enter into this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing, the mutual covenants contained herein, each act performed hereunder and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

ARTICLE 1.

CONSTRUCTION OF SALT DOME BY FAIRWAY

Section 1.1 Construction of Salt Dome. Fairway shall construct and develop the Salt Dome on the Fairway Property. The Salt Dome, and the construction and development thereof, shall be in accordance with Plans and Specifications (hereinafter defined), the terms of this Agreement, and the applicable permitting, zoning and other applicable requirements of Roeland Park. All construction shall be performed and completed in a diligent, good and workmanlike manner, in accordance with all applicable federal, state and local laws, ordinances, statutes, rules and regulations. In the event commencement of construction of the Salt Dome has not occurred by _____ or substantial completion of the Salt Dome has not occurred by _____, Roeland Park may terminate this Agreement, and upon any such termination the parties shall have no rights or obligations with respect to the other party under this Agreement.

Section 1.2 Cost of Construction and Development. Fairway shall pay for the initial cost of construction and development of the Salt Dome. Within forty-five (45) days of the issuance of a certificate of substantial completion for the Salt Dome and the

delivery by Fairway to Roeland Park of the invoices and other supporting documentation evidencing the actual cost of construction of the Salt Dome reasonably required by Roeland Park, Roeland Park shall reimburse Fairway for fifty percent (50%) of the actual cost of construction of the Salt Dome.

Section 1.3 **Plans.** Prior to commencement of construction of the Salt Dome, Fairway shall submit for Roeland Park's written approval the final plans and specifications for the Salt Dome (hereinafter, "Plans and Specifications"). Roeland Park's approval of the Plans and Specifications shall not be unreasonably withheld.

ARTICLE 2. **OWNERSHIP OF THE SALT DOME**

The parties agree that upon completion of the Salt Dome to the reasonable satisfaction of the parties, title and ownership of the Salt Dome shall be held by Fairway and Roeland Park in equal fifty percent (50%) undivided shares as tenants in common during the term of this Agreement. Unless expressly otherwise agreed to by the parties, the title and ownership of the Salt Dome shall be and shall remain separate and apart from the title and ownership of the Fairway Property. Ownership of the Salt Dome upon the termination of this Agreement shall be determined in accordance with Article 10 of this Agreement.

ARTICLE 3. **ACCESS AND SECURITY**

Section 3.1 **Access Easement.** Fairway hereby grants and conveys to Roeland Park, its agents, employees, licensees and invitees, a non-exclusive easement across the Fairway Property for access to the Salt Dome, use of the Salt Dome and the Fairway Property in connection therewith (the "Access Easement"). The term of the Access Easement shall expire upon the latter of (1) the expiration of this Agreement or (2) the removal of the Salt Dome by Roeland Park.

Section 3.2 **Hours of Access and Operation.** Both parties shall have unlimited and uninterrupted access to the Salt Dome and use thereof during the term of this Agreement.

Section 3.3 **Security.** Fairway shall install a locked fence on the Fairway Property that surrounds the Salt Dome. Upon the installation of the fence, Fairway shall deliver three (3) sets of keys to the fence to Roeland Park.

ARTICLE 4. **SALT STORAGE**

Fairway and Roeland Park shall each be responsible for purchasing and storing their own salt in the Salt Dome. A divider shall be installed within the Salt Dome to segregate the parties' salt.

ARTICLE 5. **MAINTENANCE**

Section 5.1 Warranty Period. During the applicable warranty period following construction of the Salt Dome, Fairway shall be responsible, at no expense of Roeland Park, for maintaining the Salt Dome in in a good, clean and safe condition, appearance and repair.

Section 5.2 Subsequent Maintenance. After the expiration of the applicable warranty period for the Salt Dome and for the remaining term of this Agreement, Fairway and Roeland Park shall share evenly the cost of all maintenance and repair to the Salt Dome, which maintenance and repairs shall be subject to the mutual agreement of Fairway and Roeland Park.

ARTICLE 6. **INSURANCE**

Section 6.1 Fairway Insurance Requirements. Fairway shall at all times maintain in full force and effect commercial general liability insurance with a financially responsible insurance company or companies with a Best rating of "A-VIII" (or the equivalent thereof) or better in each of the previous three (3) years, written on an occurrence basis covering claims of Loss from products and completed operations, contractual liability, bodily injury including death, personal injury, and broad-form property damage arising out of incidents or accidents on the Fairway Property (including the consequential damages from any of the foregoing), with a combined single limit in an amount not less than Two Million Five Hundred Thousand Dollars (\$2,500,000) per occurrence. Fairway shall also carry all risk property insurance coverage, including builder's risk insurance coverage, in an amount at least equal to the full replacement cost of the Salt Dome, without deduction for depreciation, insuring against all risks (subject to exclusion of certain risks customarily excluded from time to time in the so-called "all-risk" policy). Such insurance shall be carried with a financially responsible insurance company or companies authorized to do business in the State of Kansas with a Best rating of "A-VIII" (or the equivalent thereof) or better in each of the previous three (3) years. Roeland Park shall be named as an additional insured on each required insurance policy.

Section 6.2 Certificate of Insurance. Fairway shall, upon execution of this Agreement and thereafter upon request, furnish a certificate to Roeland Park, evidencing that the insurance referred to herein above is in full force and effect and that Roeland Park is named as an additional insured.

Section 6.3 Waiver of Subrogation. Each party hereby releases and waives for itself, and to the extent legally possible for it to do so on behalf of its insurer, the other party and its employees from any liability for any loss or damage to any or all property for which each is required in this Article 6 to obtain all risk property insurance coverage, including, without limitation, any resulting loss of rents or profit of releasing party, irrespective of any negligence on the part of the released party which may have contributed to or caused such loss or damage. Each party covenants that it will, if

generally available in the industry, obtain for the benefit of each such released party a waiver of any right of subrogation which the insurer of such party may acquire against such party by virtue of payment of any such loss covered by such insurance.

ARTICLE 7. **LIMITATION OF LIABILITY**

The parties acknowledge that Fairway will use the Fairway Property for additional purposes besides the Salt Dome, including without limitation use as a public works facility. Notwithstanding anything to the contrary in this Agreement, Roeland Park shall not have any liability, duty or obligation with respect to the Salt Dome or Fairway Property except as expressly set forth in this Agreement. This Article 7 shall survive termination of this Agreement.

ARTICLE 8. **CASUALTY, CONDEMNATION AND DAMAGE**

Section 8.1 Casualty and Condemnation. In the event of damage or destruction to the Salt Dome by reason of fire or other casualty or the loss of any part of the Salt Dome by reason of condemnation, and the Salt Dome can be restored to a usable state to the reasonable satisfaction of the parties, Fairway and Roeland Park shall share evenly the cost of restoration of the Salt Dome. In the event the Salt Dome cannot be restored to a usable state to the reasonable satisfaction of the parties following the event of such casualty or condemnation, Fairway and Roeland Park shall share evenly the cost of razing the Salt Dome, and upon the completion of such razing, this Agreement and the rights and obligations of the parties hereunder shall terminate.

Section 8.2 Damage. The parties shall share evenly the cost of any damage to the Salt Dome beyond normal wear and tear, including the equal sharing of any deductible for an insured event and the equal sharing of costs for any uninsured event; provided, however, that each party shall be solely responsible for damage caused by itself, its agents, employees, licensees and invitees. If either party causes damage to the Salt Dome, that party shall cause the Salt Dome to be repaired to substantially the same condition that existed immediately prior to the occurrence of the damage, to the reasonable satisfaction of the other party, as soon as practicable and in any event within thirty (30) days of the occurrence of the damage.

ARTICLE 9. **ASSIGNMENT AND SUBLEASING**

Neither party may assign or sublet any rights under this Agreement to another party without the prior written approval of the other party. In the event Fairway conveys the Fairway Property, the disposition of the Salt Dome and the rights and obligations of the parties under this Agreement shall be determined in accordance with Article 10 of this Agreement.

ARTICLE 10. **TERMINATION**

Section 10.1 Termination by Either Party. This Agreement may be terminated by either party at any time, for any reason or no reason whatsoever. In the event of a termination pursuant to this Section 10.1, the non-terminating party shall have the right of first option to purchase the terminating party's interest in the Salt Dome for an amount equal to one-half (1/2) of the actual cost of construction of the Salt Dome less accumulated depreciation. If the non-terminating party elects to not purchase the terminating party's interest in the Salt Dome, then the terminating party shall purchase the non-terminating party's interest in the Salt Dome for an amount equal to one-half (1/2) of the actual cost of construction of the Salt Dome less accumulated depreciation. The terminating party shall pay any and all costs of removal of the Salt Dome from the Fairway Property.

- (a) In the event Roeland Park purchases Fairway's interest in the Salt Dome (whether as a terminating or non-terminating party), then Roeland Park shall remove the Salt Dome (and any salt currently stored therein) from the Fairway Property within sixty (60) days of the date of said purchase and this Agreement, and all rights and interests of Fairway with respect to the Salt Dome, shall terminate upon completion of removal of the Salt Dome from the Fairway Property. Roeland Park shall make payment for Fairway's interest in the Salt Dome in accordance with Roeland Park's next budget cycle. Roeland Park shall reimburse Fairway, in a mutually agreed upon amount, for the cost of any salt purchased by Fairway then stored in the Salt Dome. Upon removal of the Salt Dome by Roeland Park, Roeland Park shall cause the Fairway Property to be restored to substantially the same condition as existed prior to the installation of the Salt Dome.
- (b) In the event Fairway purchases Roeland Park's interest in the Salt Dome (whether as a terminating or non-terminating party), then this Agreement, and all rights and interests of Roeland Park with respect to the Salt Dome, shall terminate upon the latter of (i) the date that is fifteen (15) days after the date Roeland Park receives written notice of Fairway's election to purchase Roeland Park's interest in the Salt Dome and (ii) the date Roeland Park receives payment for its interest in the Salt Dome. Fairway shall make payment for Roeland Park's interest in the Salt Dome in accordance with Fairway's next budget cycle. Roeland Park may elect to either (1) remove any of its salt then stored in the Salt Dome, or (2) receive reimbursement from Fairway, in a mutually agreed upon amount, for the cost of any salt purchased by Roeland Park then stored in the Salt Dome.

Section 10.2 Termination Upon Conveyance of Fairway Property or Other Interested Party. In the event that the Fairway Property is conveyed by Fairway (including without limitation conveyances as a result of a sale, foreclosure, or any other conveyance of any interest of Fairway in and to the Fairway Property) or the rights and interests of Roeland Park in and to the Salt Dome and/or under this Agreement are challenged by any other party with an interest in the Fairway Property, then Roeland Park

may terminate this Agreement. In the event of termination under this Section 10.2, Roeland Park may (i) purchase Fairway's interest in the Salt Dome for an amount equal to one-half (1/2) of the actual cost of construction of the Salt Dome less accumulated depreciation and less the cost of removal of the Salt Dome and then remove the Salt Dome (and any salt currently stored therein) from the Fairway Property within sixty (60) days of the date of said purchase, in which event this Agreement, and all rights and interests of Fairway with respect to the Salt Dome, shall terminate upon completion of removal of the Salt Dome from the Fairway Property; or (ii) waive its rights and interests in and to the Salt Dome and collect reimbursement from Fairway for its interest in the Salt Dome in an amount equal to one-half (1/2) of the actual construction costs of the Salt Dome less accumulated depreciation. Roeland Park and Fairway shall make payments due under this Section 10.2 in accordance with the payor's next budget cycle. Roeland Park shall reimburse Fairway, in a mutually agreed upon amount, for the cost of any salt purchased by Fairway then stored in the Salt Dome. Upon removal of the Salt Dome by Roeland Park, Roeland Park shall cause the Fairway Property to be restored to substantially the same condition as existed prior to the installation of the Salt Dome.

The rights of Roeland Park to remove the Salt Dome and the payment rights and obligations of the parties under this Article 10 shall survive termination of this Agreement.

ARTICLE 11.

REMEDIES

Section 11.1 Default. In the event that one of the parties (the "Defaulting Party") either (i) fails to pay the other party (the "Non-Defaulting Party") when due any amounts owed by the Defaulting Party to the Non-Defaulting Party under this Agreement or (ii) shall otherwise fail to perform any of the Defaulting Party's covenants, agreements or obligations hereunder within twenty (20) days after written notice thereof by the Non-Defaulting Party to the Defaulting Party (or such longer period of time as may be required so long as the Defaulting Party commences to cure within such twenty (20) day period and thereafter diligently pursues such cure to completion), the Non-Defaulting Party shall have all rights, privileges and remedies to enforce said collection or performance as shall be provided or permitted herein, by law or in equity from time to time.

Section 11.2 Remedies Cumulative. All rights, privileges and remedies afforded either party by this Agreement shall be deemed cumulative, and the exercise of any one of such rights, privileges and remedies shall not be deemed to be a waiver of any other right, remedy or privilege set forth herein. This Article 11 shall survive termination of this Agreement.

ARTICLE 12.

NOTICES

All notices or communications to be given under or pursuant to this Agreement shall be in writing, addressed to the parties at their respective addresses as set forth below, and

shall be delivered by U.S. certified mail, postage prepaid, return receipt requested, or reputable, national, pre-paid overnight delivery service:

If to Fairway: City of Fairway, Kansas
Attn: City Administrator
4210 Shawnee Mission Parkway, Suite 100
Fairway, Kansas 66205

If to Roeland Park: City of Roeland Park, Kansas
Attn: City Administrator
4600 West 51st Street
Roeland Park, Kansas 66205

Notices shall be effective (i) three (3) days after deposit in the U.S. mail if delivered by certified mail or (ii) on the next business day if sent by overnight delivery service. The parties may change their notice addresses from time to time upon written notice to the other.

ARTICLE 13.

MISCELLANEOUS

Section 13.1 Governing Law. This Agreement shall be governed by and construed under and in accordance with the laws of the State of Kansas.

Section 13.2 Severability. If any term, provision or condition contained in this Agreement shall, to any extent, be held to be invalid, illegal or unenforceable in any respect, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid, illegal or unenforceable) shall not be affected thereby, and each and every other term, provision and condition of this Agreement (and the application thereof) shall be legal, valid and enforceable to the fullest extent permitted by law.

Section 13.3 Gender and Number. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, and vice versa, unless the context requires otherwise.

Section 13.4 Section Headings. The section headings herein are for convenience or reference purposes only and shall not limit or otherwise affect or be used in the construction or interpretation of the terms and provisions of this Agreement or any part hereof.

Section 13.5 Counterparts. This Agreement may be executed and acknowledged in multiple originals or counterparts, each of which will be an original and, when all of the parties to this Agreement have signed and acknowledged at least one (1) original, such copies together will constitute a fully executed and binding Agreement.

Section 13.6 Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto and supersedes any prior discussions, understandings or agreements (written or oral) between the parties respecting the within subject matter.

Section 13.7 Amendment. This Agreement shall not be amended or modified unless such amendment is set forth in writing and executed by the parties.

Section 13.8 Attorneys' Fees. If either party files any action or brings any proceeding against the other arising out of this Agreement, or is made a party to any action or proceeding brought by a third party arising out of this Agreement, then, as between the parties, the prevailing party shall be entitled to recover, as an element of its costs of suit and not as damages, reasonable attorneys' fees, para-professional fees and court costs to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not the suit proceeds to final judgment. A party not entitled to recover its costs shall not recover attorneys' fees or para-professional fees.

Section 13.9 Binding Effect. The terms and conditions hereof shall be binding upon and inure to the benefit of the parties and their successors and assigns.

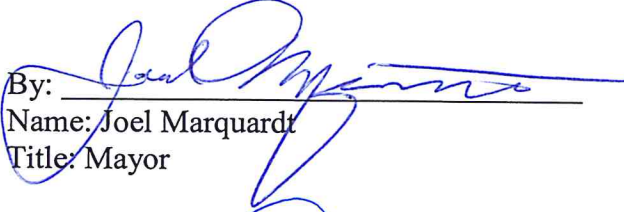
Section 13.10 Waivers. No act, delay or omission by either party in exercising any right or enforcing against the other any term or provision of this Agreement shall impair any such right or be construed or deemed to be a waiver of the same or any other such term or provision. A waiver by either party of any breach of the terms and provisions of this Agreement shall not be construed to be a waiver of any subsequent breach thereof or of any other terms and provisions herein contained.

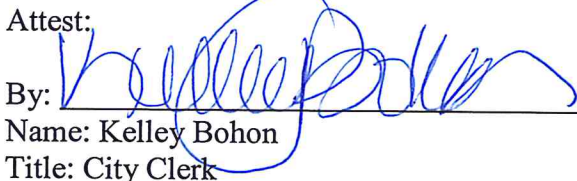
Section 13.11 Time is of the Essence. Time is of the essence in this Agreement.

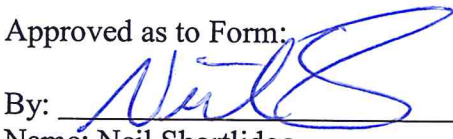
[Remainder of page intentionally left blank.]

IN WITNESS THEREOF, the parties have executed this Agreement as of the date first above written.

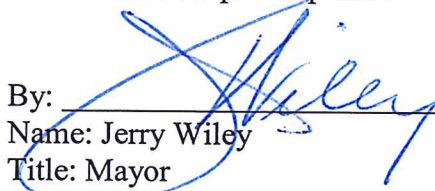
CITY OF ROELAND PARK, KANSAS,
a Kansas municipal corporation

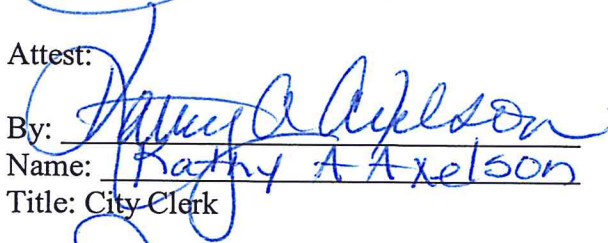
By: 
Name: Joel Marquardt
Title: Mayor

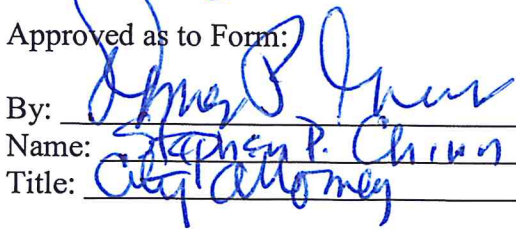
Attest:
By: 
Name: Kelley Bohon
Title: City Clerk

Approved as to Form:
By: 
Name: Neil Shortlidge
Title: City Attorney

CITY OF FAIRWAY, KANSAS,
a Kansas municipal corporation

By: 
Name: Jerry Wiley
Title: Mayor

Attest:
By: 
Name: Kathy A. Axelson
Title: City Clerk

Approved as to Form:
By: 
Name: Stephen P. Chinn
Title: City Attorney

ACKNOWLEDGMENT

STATE OF KANSAS)

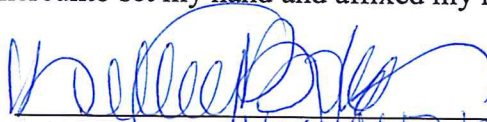
COUNTY OF JOHNSON)

) SS.
)

KELLEY BOHON
Notary Public State of Kansas
My Appt. Expires 4/16/17

On this 20 day of May, 2015, before me, the undersigned, a Notary Public, appeared Joel Marquardt, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the **CITY OF ROELAND PARK, KANSAS**, a Kansas municipal corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed in behalf of said City by authority of its governing body, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.


Printed Name: Kelley Bohon

My commission expires: 4/16/17

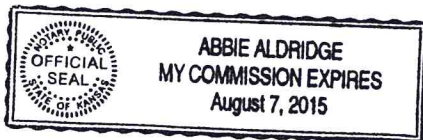
STATE OF KANSAS)

COUNTY OF JOHNSON)

) SS.
)

On this 29 day of May, 2015, before me, the undersigned, a Notary Public, appeared Jerry Wiley, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the **CITY OF FAIRWAY, KANSAS**, a Kansas municipal corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed in behalf of said City by authority of its governing body, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.




Printed Name: Abbie Aldridge

My commission expires: August 7, 2015

EXHIBIT A

DESCRIPTION OF THE FAIRWAY PROPERTY

A tract of land in the Northeast Quarter and the Northwest Quarter of Section 4, Township 12, Range 25, Roeland Park, Johnson County, Kansas, being bounded and described as follows: Beginning at the Northwest corner of said Northeast Quarter; thence South 89 degrees 14 minutes 14 seconds East, along the North line of said Northeast Quarter, 53.10 feet to a point on the Westerly Right-of-Way line of Roe Lane, as now established; thence South 21 degrees 31 minutes 42 seconds East, along said Westerly Right-of-Way line, 450.84 feet (by deed 450.79 feet); thence South 09 degrees 11 minutes 42 seconds East, along said Westerly Right-of-Way line, 136.94 feet; thence South 80 degrees 36 minutes 00 seconds West, 163.97 feet to a point on the Northerly line of a tract dedicated for public street, storm drainage, and utilities and recorded in Book 1742 at Page 470 in the Johnson County Recorder's Office; thence North 71 degrees 21 minutes 12 seconds West, along said Northerly line, 20.78 feet; thence Northwesterly, along said Northerly line, on a curve to the right, tangent to the last described course, having a radius of 87.40 feet, an arc distance of 48.74 feet; thence North 39 degrees 24 minutes 00 seconds West, along said Northerly line, tangent to the last described course, 88.95 feet; thence Northwesterly, along said Northerly line, on a curve to the left, tangent to the last described course, having a radius of 125.00 feet, an arc distance of 75.88 feet; thence North 00 degrees 30 minutes 00 seconds East, 439.28 feet to a point on the North line of said Northwest Quarter; thence South 89 degrees 30 minutes 00 seconds East, along the North line of said Northwest Quarter, 95.80 feet to the Point of Beginning.

Item Number: Consent Agenda- II.-H.
Committee 12/19/2016
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 12/1/2016
Submitted By: Jose Leon, Director of Public Works
Committee/Department: Public Works
Title: **Mowing Contract Extension**
Item Type: Agreement

Recommendation:

Staff recommends Council approve the extension of the Building, Park, & Traffic Island Lawn Mowing agreement with Next To Nature for the year 2017.

Details:

Staff has discussed the extension of the agreement with mowing contractor Next to Nature. The contractor has agreed to keep rates the same for the year 2017. In doing so, Staff believes this agreement provides a larger cost savings to the City. As well, contracting out this service allows for Public Works to perform a variety of landscape and street maintenance efforts as we would not have the man-power to perform if the City decided to have Public Works begin mowing operations again.

In 2016, the City spent \$27,069.00 for a total of 20 mowings.

Financial Impact

Amount of Request: \$27,000	
Budgeted Item?	Budgeted Amount: \$31,150
Line Item Code/Description: 5214.106	

Additional Information

The contractor will continue to string trim City Hall, Sweaney Park, and Carpenter Park each time these locations are mowed. In 2017, staff has added the Community Center as a location to be string trimmed each time it is mowed.

How does item relate to Strategic Plan?

Goal 5 - Promote recreational opportunities through enhanced green space, facilities and communication.

How does item benefit Community for all Ages?

Green Space preservation provides a safe and healthy environment for the whole community.

ATTACHMENTS:

Description	Type
☐ Next to Nature Agreement	Backup Material
☐ City Mowing Map	Backup Material

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

2017



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

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

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

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

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

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

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

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

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

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

Kelley Bohon, City Clerk

INSTRUCTIONS TO BIDDERS

IB-1 PROPOSALS

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

IB-2 PROPOSAL GUARANTEE

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

The City of Roeland Park, Kansas

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

IB-3 SIGNATURES OF BIDDERS

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

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

- a. Bidder has read and understands the Bidding Documents, acknowledges that the documents are of sufficient detail and scope to understand the terms and conditions for performance, and its Bid Proposal is made in accordance therewith;
- b. Bidder has familiarized itself with Federal, State and local laws, ordinances, rules and regulations which may in any manner affect cost, progress and the complete and timely performance of all work required by these instructions, documents and specifications [the "Work"];c. Bidder has visited the site, has familiarized itself with the local conditions under which the Work is to be performed, has reviewed all public reports, inspections and other documents relating to the project and has correlated its observations with the requirements of the proposed Contract Documents;

d. Bidder's Bid Proposal is based upon the materials, systems and equipment required by the Bidding Documents, without exception.

IB-4 QUALIFICATIONS OF BIDDERS

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

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

IB-5 LOCAL CONDITIONS AFFECTING WORK

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

IB-6 TAXES

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

IB-7 INTERPRETATION OF CONTRACT DOCUMENTS

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

IB-8 TIME OF COMPLETION

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

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

IB-9 WITHDRAWAL OF BID

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

IB-10 ACCEPTANCE AND REJECTION OF BIDS

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

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

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

IB-11 BID ALTERNATES

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

IB-12 RETURN OF PROPOSAL GUARANTEE

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

IB-13 BONDS

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

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

IB-14. INSURANCE:

(a) General –

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

1. A.M. Best Company Ratings of A-X or better or as otherwise approved by the City required for acceptable Insurance Carriers.

2. The Insurance Company shall be Licensed to do business in the State of Kansas.

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

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

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

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

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

(c) Insurance required-

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

(1) General Liability

COVERAGE

LIMITS

A) Bodily Injury & Property

\$1,000,000 any one occurrence subject

Damage Liability

to the Products/Completed

Operations and General

Aggregate Limits

B) Personal and Advertising

\$1,000,000 any one person or organization

Injury Liability

subject to the General Aggregate

Limits of Liability

C) Aggregate Limits of Liability

\$2,000,000 Products/Completed

Operations Aggregate

\$2,000,000 General Aggregate (other than

Products Completed Operations)

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

(2) Automobile Liability-

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

A) Liability \$1,000,000

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

(3) Umbrella or Excess Liability

Liability \$2,000,000

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

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

A) Liability

Statutory

B) Employers Liability

Bodily Injury by Accident \$500,000 each accident

Bodily Injury by Disease \$500,000 policy limit

Bodily Injury by Disease \$500,000 each employee

(d) Subcontractor's Insurance-

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

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

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

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

IB-15 NONDISCRIMINATION

During the performance of this contract or any subcontract resulting there from, the Contractor, all subcontractors and vendors shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work done under this contract because of race, religion, color, sex, national origin or ancestry. In all solicitations or advertisements for employees the Contractor, all subcontractors and vendors shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the State Civil Rights Commission.

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

IB-16 PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT

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

IB-17 SUBCONTRACTORS

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

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

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

IB-18 IDEMNIFICATION

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

GENERAL CONDITIONS

GC-1 PURPOSE & PROPERTY LOCATIONS.

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

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

5150 Granada Street (Map Included in Packet)

16. Sweaney Park

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

17. Right of Way Green Space

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

18. Fairway Indian Mission Property

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

19. Island A

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

20. Island B

Infront of 5517 Roeland Drive (Map Included in Packet)

21. Island C

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

22. Island D

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

23. Island E

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

24. Island F

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

25. Island G

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

26. Island H

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

27. Island I

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

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

GC-2 MOWING AND TRIMMING AND LITTER REMOVAL.

Contractor shall mow all turf areas once the grass has reached 7" in height. **Roeland Park City Hall, Carpenter Park, and Sweaney Park shall be trimmed every time the grass is cut.** All other locations shall be trimmed every other mowing occurrence. All trimming shall be accomplished maintaining the 3 ½" cutting height. Contractor shall remove all trash and litter from each area prior to mowing, **including landscape and shrub beds.** All turf shall be cut to a height of three and one-half (3 ½") inches. **Curbs will be edged,** so that turf is vertically parallel with the back of curb and/or sidewalk. Each mowing will

include litter pickup and disposal, and trim work around all park structures, trees, poles, tables, signs, fences, and shrub / flowerbeds. Care should be taken to prevent discharge of grass clippings onto any paved surface such as streets, parking lots, sidewalks, driveways, trails or adjacent properties. Any material so discharged shall be removed prior to leaving the site. Turf shall be cut in a professional manner as not to scalp the grass or leave areas of uncut grass. Care shall be taken trimming around tree trunks. Trees and landscaping and materials damaged by string trimmers and/or mowers will be replaced by the City at the contractor's expense.

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

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

GC-3 MOWING FREQUENCY

The 2017 mowing schedule will begin on April 3rd, 2017 with an anticipated mowing season ending on October 3rd, 2017. Grass shall be cut once the height of grass meets or exceeds 7" in height. A cutting may be suspended, by the Director of Public Works or his designee, due to existing weather conditions. Examples would include: periods of heavy rain, or extended drought conditions such that mowing is not required.

GC-4 DEFINITIONS

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

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

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

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

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

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

GC-5 SCHEDULES

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

Failure to Maintain Mowing Schedule: Failure on the part of the Contractor to maintain an area according to these specifications shall be sufficient reason for the Director of Public Works to have the

work in question or portions thereof completed by others. If work is completed by others, any additional cost caused by a higher bid price will be charged to the original Contractor and shall be deducted from any payments due the Contractor. Such failure shall also be grounds for termination of this Contract as authorized in section GC-6 of this Contract.

Agreement Duration: This agreement shall remain in force until November 1, 2017, unless terminated sooner through mutual agreement between the Contractor and the City.

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

GC-6 PAYMENTS

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

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

GC-7 RIGHT OF THE CITY TO TERMINATE CONTRACT

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

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

To the
City of Roeland Park, Kansas

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

HEREBY PROPOSES to furnish all required materials, equipment, tools, and plant; to perform all necessary labor and supervision; and to construct, install, erect, and complete all work stipulated in, required by, and in accordance with, the proposed Contract Documents and the drawings, specifications, and other documents referred to therein (as altered, amended, or modified by addenda), in the manner and time prescribed, and that it will accept in full payment sums determined by applying to the quantities of the following items, the following unit prices and/or any lump sum payments provided, plus or minus any special payments and adjustments provided in the Specifications, and it understands that the estimated quantities herein given are not guaranteed to be the exact or total quantities required for the completion of the work shown on the drawings and described in the specifications, and that increases or decreases may be made over or under the Contract estimated quantities to provide for need that are determined during progress of the work and that prices bid shall apply to such increased or decreased quantities as follows:

TIME OF COMPLETION

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

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

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

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

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

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

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

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

Signature of Bidder:

If an individual: _____, doing business as _____

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

If a Corporation: _____

BY _____

TITLE _____ SEAL

Business Address of Bidder _____

If Bidder is a corporation, supply the following information:

State in which incorporated _____

Name and business address of its:

President _____

Secretary _____

Date _____

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

#1	Roeland Park City Hall Price per mowing and trimming \$ <u>32</u>	
#2	Nall Park Price per mowing \$ <u>360</u>	Price per mowing and trimming \$ <u>380</u>
#3	Roeland Park Community Center Price per mowing \$ <u>120</u>	Price per mowing and trimming \$ <u>140</u>
#4	North Roe Blvd Right of Way Green Space Price per mowing \$ <u>20</u>	Price per mowing and trimming \$ <u>38</u>
#5	4800 Roe Parkway Right of Way Green Space Price per mowing \$ <u>145</u>	Price per mowing and trimming \$ <u>180</u>
#6	Right of Way Green Space Price per mowing \$ <u>40</u>	Price per mowing and trimming \$ <u>48</u>
#7	Right of Way Green Space Price per mowing \$ <u>20</u>	Price per mowing and trimming \$ <u>25</u>
#8	Right of Way Green Space Price per mowing \$ <u>15</u>	Price per mowing and trimming \$ <u>20</u>
#9	Roe Blvd Traffic Island Median Price per mowing \$ <u>30</u>	Price per mowing and trimming \$ <u>40</u>
#10	R Park Price per mowing \$ <u>130</u>	Price per mowing and trimming \$ <u>180</u>
#11	Cooper Creek Park Price per mowing \$ <u>60</u>	Price per mowing and trimming \$ <u>90</u>
#12	Green Space Public Property Price per mowing \$ <u>110</u>	Price per mowing and trimming \$ <u>120</u>
#13	Carpenter Park Price per mowing and trimming \$ <u>48</u>	
#14	Juniper Park Price per mowing \$ <u>15</u>	Price per mowing and trimming \$ <u>20</u>

- #15 **Granada Park**
Price per mowing \$ 15 Price per mowing and trimming \$ 20
- #16 **Sweaney Park**
Price per mowing and trimming \$ 20
- #17 **Right of Way Green Space**
Price per mowing \$ 8 Price per mowing and trimming \$ 12
- #18 ~~**Fairway Indian Mission Property**~~
~~Price per mowing \$ _____ Price per mowing and trimming \$ _____~~
- #19 **Island A**
Price per mowing \$ 8 Price per mowing and trimming \$ 10
- #20 **Island B**
Price per mowing \$ 8 Price per mowing and trimming \$ 10
- #21 **Island C**
Price per mowing \$ 5 Price per mowing and trimming \$ 8
- #22 **Island D**
Price per mowing \$ 5 Price per mowing and trimming \$ 8
- #23 **Island E**
Price per mowing \$ 8 Price per mowing and trimming \$ 10
- #24 **Island F**
Price per mowing \$ 12 Price per mowing and trimming \$ 15
- #25 **Island G**
Price per mowing \$ 8 Price per mowing and trimming \$ 10
- #26 **Island H**
Price per mowing \$ 8 Price per mowing and trimming \$ 10
- #27 **Island I**
Price per mowing \$ 5 Price per mowing and trimming \$ 8

TOTAL BID \$ \$1,255.00

TOTAL BID \$ \$1,434.00

NEXT TO NATURE LANDSCAPE
COMPANY

BRAD PETERS (MANAGER)
OWNER/AGENT



NEXTT01

OP ID: KD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/18/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Summit Insurance Group
PO Box 1029
Lee's Summit, MO 64063
Scott J. Sidwell

CONTACT NAME: Scott J. Sidwell

PHONE (A/C, No, Ext): 816-524-0031

FAX (A/C, No): 816-524-4911

E-MAIL ADDRESS: ssidwell@summitinsurancegroup.com

INSURED Next to Nature Landscape LLC
11785 S Conley
Olathe, KS 66061-9501

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Employers Mutual Casualty Cos.

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☒ OCCUR	X		5D33160	08/26/2016	08/26/2017	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	☐ POLICY ☒ PRO-JECT ☐ LOC						
	OTHER:						
A	☒ AUTOMOBILE LIABILITY						
	☐ ANY AUTO	X		5E33160	08/26/2016	08/26/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS						BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☐ NON-OWNED AUTOS						
A	☒ UMBRELLA LIAB						
	☒ EXCESS LIAB			5J33160	08/26/2016	08/26/2017	EACH OCCURRENCE \$ 5,000,000
	☐ CLAIMS-MADE	X					AGGREGATE \$ 5,000,000
	DED ☒ RETENTION \$ 10,000						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N		5H33160	08/26/2016	08/26/2017	☒ PER STATUTE ☐ OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$ 500,000
							E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is Additional Insured as respects the general liability and automobile liability; 60-day notice of cancellation to City of Roeland Park

CERTIFICATE HOLDER

CANCELLATION

ROELAND

City of Roeland Park, Kansas
4600 W 51st St
Roeland Park, KS 66205

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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INSERT OR STAPLE CERTIFICATE OF INSURANCE ON THIS PAGE

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

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

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

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

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

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

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

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

Contractor/Principal

[SEAL]

Title

ATTEST:

Secretary

SURETY COMPANY

[SEAL]

Address

City, State, Zip

Phone No.

Facsimile No. (If available)

By _____
Attorney-in-Fact

By _____
Kansas Agent

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

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

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the City of Roeland Park, Kansas, "Owner" and
NEXT TO NATURE LANDSCAPE LLC
Hereinafter "Contractor".

WHITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF ROELAND PARK, OWNER

Joel Marquardt, Mayor

[SEAL]

ATTEST:

Kelley Bohon, City Clerk

APPROVED AS TO FORM:

Neil Shortlidge, City Attorney

CONTRACTOR

Next TO NATURE
LANDSCAPE LLC

[Name of Contractor]

BY: [Signature]
Signature

MANAGER
Title (SEAL)

11785 S. Conley
Address

Olathe KS 66061
City, State, Zip

913-963-8180
Phone No.

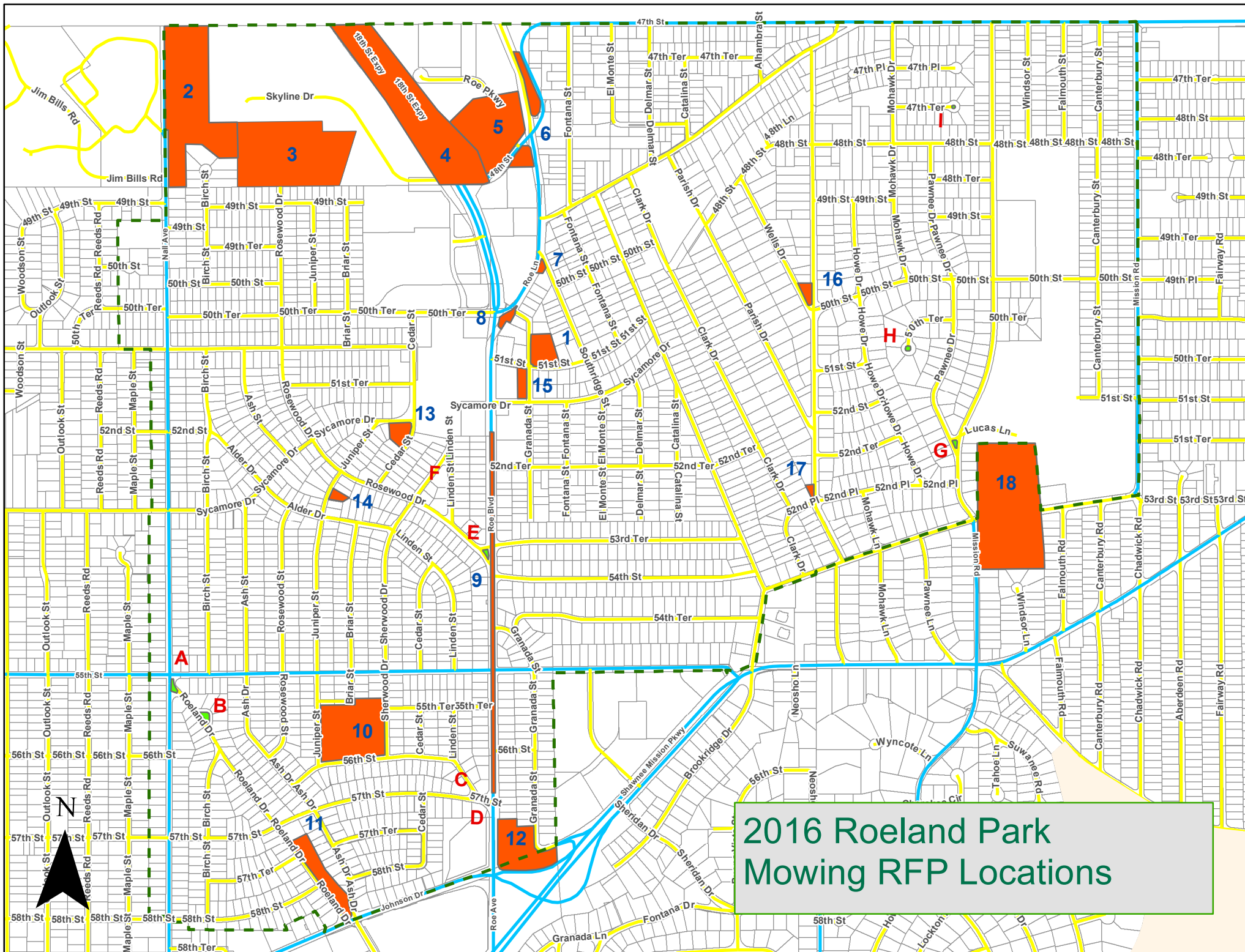
913-390-6894
Facsimile No. (If available)

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

SITE LOCATION MOWING FORM

Month:

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



Item Number: Consent Agenda- II.-I.
Committee 12/19/2016
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 12/2/2016
Submitted By: Jose Leon, Director of Public Works
Committee/Department: Public Works
Title: **Streetlight Maintenance Extension**
Item Type: Agreement

Recommendation:

Staff recommends Council approve the extension of the Street Light Maintenance Agreement with Black and McDonald at a cost not to exceed \$21,162.00

Details:

Black and McDonald (BM) performed exceptionally with regard to our street light maintenance agreement for the year 2015-2016. BM has agreed to continue this service for us and staff has negotiated an increase of only 1.5% of the previous contract amount.

Attached is a map illustrating the work that BM has completed as part of our street light maintenance contractor for 2015-2016. The previous contract amount was \$20,849.00/annually. The new contract for years 2017-2018 will be \$21,162.00 to be paid annually.

Financial Impact

Amount of Request: \$21,162.00	
Budgeted Item?	Budgeted Amount: \$68,131
Line Item Code/Description: 5120.101	

Additional Information

How does item relate to Strategic Plan?

N/A

How does item benefit Community for all Ages?

Agreement will ensure a the City has the resource to maintain our street light network which will assist in keeping our neighborhoods safe and aesthetically appealing.

ATTACHMENTS:

Description		Type
☐	Black and McDonald Agreement	Ordinance
☐	2016-2016 Work Orders	Backup Material
☐	Street Light Network Map	Backup Material

CITY OF ROELAND PARK, KANSAS

AGREEMENT BETWEEN CITY OF ROELAND PARK AND CONTRACTOR FOR STREETLIGHT MAINTENANCE

This agreement is made and entered into this _____ day of _____, 20____, by and between the City of Roeland Park, Kansas, (hereinafter the "City") and

Black and McDonald (hereinafter, "Contractor").

WITNESSETH:

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and evaluated the Bids submitted, and as a result of this process has, in accordance with the law, determined and declared the Contractor to be the lowest and best responsible bidder for the construction of the public improvements, and has duly selected the Contractor for award of a contract therefor upon the terms and conditions set forth in this Agreement for the sum or sums stated below.

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

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

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and evaluated the Bids submitted, and as a result of this evaluation has, in accordance with the law, determined and declared the Contractor to be the lowest and best responsible bidder for the construction of the public improvements, and has duly selected the Contractor for award of a contract therefor upon the terms and conditions set forth in this Agreement for the sum or sums set forth below.

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, the parties hereto have agreed, and hereby agree, the City for itself and its successors and the Contractor for itself, its successors and assigns, as follows:

ARTICLE I. The Contractor will furnish at its own cost and expense all labor, tools, equipment, materials and transportation required to construct and complete the work designated, described and required by the Contract Documents, to wit: all in accordance with the Contract Documents, on file with the City Clerk of Roeland Park, Kansas, all of which are as fully a part hereof as if repeated verbatim herein; all work to be done in a good, substantial and workmanlike manner to the entire satisfaction of the City, and in accordance with the laws of the City, the State of Kansas and the United States of America. All terms used herein shall have the meanings ascribed to them in the General Conditions unless otherwise specified.

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

Twenty thousand eight hundred forty eight DOLLARS and eighty eight cents. (\$ 21,162.00) for calendar year 2017 and 2018 and costs increases would be subject to the formula outlined in the addendum titled "Price index for maintenance Services"

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

ARTICLE IV. This Agreement shall not become effective, nor shall Contractor commence any work hereunder, until the City has received, and approved, the Certificate of Insurance and Additional Insured Endorsement, the fully executed Performance and Statutory Payment Bonds with Powers of Attorney, and the list of proposed Subcontractors from Contractor.

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

ARTICLE VI: The following documents are made part of this agreement by reference:

Exhibit A-1 Special Conditions of the Contract

Exhibit A General Conditions of the Contract

Exhibit B-1 Form of Performance Bond

Exhibit B-2 Form of Statutory Payment Bond

Exhibit C Contractor's Affidavit Acknowledging Federal Lobbying Activities and Conflict of Interest Prohibition

Exhibit D Contractor's Affidavit of Compliance with Nondiscrimination and Equal Employment Opportunity Laws

Exhibit E Insurance Requirements

ARTICLE VII The Term of this agreement shall be ongoing until Terminated by one of the parties.

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

ATTEST:

Kelley Bohon, City Clerk

CITY OF ROELAND PARK, KANSAS

Party of the First Part

By _____
Joel Marquardt, Mayor

(Business Name)

Party of the Second Part

By _____
Signature

Print Name

Title

Roeland Park, Kansas _____, 2016.

The foregoing contract and guarantees are in due form, according to law, and are hereby approved.

Neil Shortlidge
City Attorney

EXHIBIT A
GENERAL CONDITIONS
OF THE CONTRACT FOR CONSTRUCTION

GC-1. DEFINITIONS

1. "Allowance" shall mean an item of the Work which has not been fully detailed as of the date of this Contract, and for which the City has instructed the Contractor to include a budgeted amount of money in the Contract Price, subject to reconciliation at a later time.
2. The "Bonds" shall mean the bid, performance, and statutory or labor and materials payment bonds, together with such other instruments of security as may be required by the Contract Documents. The forms on which Bonds must be furnished are attached to the Agreement as Exhibits B-1 and B-2.
3. "Change Order" is a written order issued after the Agreement is executed by which the City, the Public Works Director or his/her designee, and the Contractor agree to modifications to the Work which may result in additions or deletions to the Contract Price or Contract Time. Change Orders must be signed by the City and the Contractor to be binding.
4. "City" shall mean the City of Roeland Park, Kansas.
5. "Public Works Director or his/her designee" shall mean the individual, firm or entity designated in the Contract Documents which has been employed by the City for the performance of professional services in connection with the Project; or it shall mean the City if the City acts as its own Engineer.
6. The "Contract Documents" consist of (1) the Agreement between the City and the Contractor (sometimes referred to herein as the "Agreement"); (2) these General Conditions; (3) the Special Conditions (if any); (4) the plans; (5) the specifications; (6) all addenda issued prior to, and all modifications issued after, execution of the Contract (drawings and data which may be furnished by the Contractor and approved by the City, additional drawings which may be furnished by the Engineer which the Public Works Director or his/her designee deems necessary to make clear the intent of the Contract Documents (and, in particular, the specifications), and the bidding documents. It is understood that the Work shall be carried out and the Project shall be constructed fully in accordance with the Contract Documents.
7. The "Contractor" shall be Custom Lighting Services (DBA- Black & McDonald), and its officers, directors, owners, employees, agents, assigns, and successors.

8. "Contract Price" shall be the amount identified in the Agreement between City and Contractor as the total amount due to the Contractor for total completion of the Work as per the Contract Documents.
9. The "Contract Time" shall be the number of calendar days for completion of the Work, or a specified date by which the Work shall be completed, as stated in the Agreement.
10. "Defective Work" shall mean Work which is unsatisfactory, faulty or deficient and/or not in conformity with the Contract Documents. It shall also include Work damaged prior to approval of final payment, unless responsibility for such damage shall have been expressly assumed by the City at Substantial Completion.
11. "Effective Date of the Agreement" shall mean the date indicated in the Agreement on which it becomes effective, but, if no such date is indicated, it shall mean the date on which the Agreement is signed and delivered by the City to the Contractor.
12. "Final Acceptance" shall mean the date when the Public Works Director or his/her designee accepts in writing that the construction of the Project is complete in accordance with the Contract Documents such that the entire Project can be utilized for the purposes for which it is intended; that all other obligations of the Contractor have been satisfied; and that the Contractor is entitled to final payment.
13. "Inspector" shall mean the person or firm authorized in writing by the Public Works Director or his/her designee or the City to perform inspections of the Work as provided in the Contract Documents.
14. "Modification" shall mean a written amendment to the Contract signed by both parties changing its terms, including but not limited to Change Orders, written interpretations issued by the Public Works Director or his/her designee, and written orders for minor changes in the Work issued by the Public Works Director or his/her designee.
15. "Notice to Proceed" shall mean the written notice issued by the City to the Contractor fixing the date on which the Contract Time is to commence and on which the Contractor shall start to perform its obligations under the Contract Documents.
16. "Partial Occupancy" shall mean placing a portion of the Work to be provided under the Contract Documents to the use intended by the City.
17. "Services" shall mean Maintenance services where City of Roeland Park, Kansas directs according to Scope of Services listed in Special Conditions.
18. "Shop Drawings" shall mean all drawings, diagrams, illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information and data which are submitted by the Contractor, a Subcontractor, manufacturer,

fabricator, supplier or distributor to illustrate some portion of the Work as required by the Contract Documents.

19. "Subcontractor" shall mean an individual, firm or corporation having a direct contract with the Contractor or with another subcontractor for the performance of a part of the Work.
20. "Submittals" shall mean any Shop Drawing, sample or other physical or electronic information concerning a material, equipment, method of installation or other descriptive data required by the Contract Documents to be submitted by the Contractor.
21. "Substantial Completion" shall mean the state of the Project when the Work, or a designated portion thereof, is sufficiently complete in accordance with the Contract Documents, so that the City can occupy or utilize the Work or the designated portion thereof for its intended purpose.
22. "Unit" shall mean a single street lighting apparatus. Normally, a single unit is attached to a single pole, although in rare exceptions there may be multiple units attached to one pole.
23. "Underground Facilities" shall mean all pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish services or materials including, but not limited to, electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.
24. The "Work" shall mean the everything required of the Contractor by the Contract Documents to complete the construction, and includes all construction, labor, materials, tools, equipment and transportation and other items reasonably inferable from the Contract Documents for a fully functional end product.
25. "Work Directive" shall mean a written order from the Public Works Director or his/her designee to the Contractor to proceed with Work in the manner specified, despite disagreement between the City and the Contractor as to whether the contents of the directive constitute a change to the Contract Documents, or the appropriate adjustment, if any, in the Contract Time or Contract Price as a result.

GC-2. SCOPE, NATURE AND INTENT OF THE CONTRACT DOCUMENTS

1. The Contract Documents as enumerated herein form the Contract for construction. The Contract Documents are complementary, but not necessarily duplicate each other, and what is called for by any one shall be as binding as if called for by all. The intention of the Contract Documents is to include all construction, labor, materials, tools, equipment

and transportation necessary for the workmanlike construction of the Project in accordance with the Contract Documents.

2. Dimensions and elevations shown on the Plans (if applicable) shall be accurately followed, even though they may differ from scaled measurements. All Work performed under this Contract shall be done to the lines, grades, and elevations shown on the Plans. No work shown on the Plans, the dimensions of which are not indicated, shall be executed until the required dimensions have been obtained from the Public Works Director or his/her designee. Contractor shall be responsible for verification of all locations, dimensions and elevations in the field (including, but not limited to verification of location of Underground Facilities and utilities) and shall verify all field dimensions shown on the Contract Documents.
3. The Contractor shall keep the Public Works Director or his/her designee informed a reasonable time in advance of the times and places at which he wishes to do Work, in order that lines and grades may be furnished and necessary measurements for record and payment may be made with the minimum of inconvenience and delay to the Public Works Director or his/her designee and the Contractor.
4. Any applicable Work done without being properly located and established by base lines, offset stakes, benchmarks, or other basic reference points may be ordered removed and replaced at the Contractor's cost and expense. Contractor shall notify all affected utilities of the Work and coordinate with the utilities to avoid interruption of utility service and damage to utility lines and property. This notice requirement shall also apply as to the owner/operator of any affected Underground Facility. Any project delay, damages or increase in construction costs due to utility relocation delays shall be the Contractor's responsibility.
5. Contractor, together with its Subcontractors, shall carefully examine the Contract Documents for any interferences with the Work and clearances that may be required. Contractor shall be responsible for the proper fitting of materials and equipment without substantial alterations. Contractor shall be responsible for eliminating interferences without additional cost to City. If departures from the Plans and Specifications, or other Contract Documents, are deemed necessary by Contractor, details of such departures and reasons therefor shall be submitted to Public Works Director or his/her designee, with drawings (if Public Works Director or his/her designee determines that drawings are necessary), for approval as soon as practical. No such departure shall be made except at the peril of the Contractor without the prior written approval of the Public Works Director or his/her designee.
6. Whenever any word or expression defined herein, or pronoun used in its stead, occurs in these Contract Documents; it shall have and is mutually understood to have the meaning herein given. Work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

7. Whenever in these Contract Documents the words "as ordered," "as directed," "as required", "as permitted", "as allowed," or words or phrases of like import are used, it is understood that the order, direction, requirement, permission or allowance of the City and/or the Public Works Director or his/her designee is intended.
8. Whenever any statement is made in the Contract Documents containing the expression "it is understood and agreed," or an expression of like import, such expression means the mutual understanding and agreement of the parties hereto.
9. The words "approved," "reasonable," "suitable," "acceptable," "properly," "satisfactory," or words of like effect in import, unless otherwise particularly specified herein, shall mean to the reasonable satisfaction of the City.
10. Titles and subheadings as used herein and other Contract Documents are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Contract Documents.
11. Discrepancies or conflicts among the Contract Documents shall be resolved in the following order of priority:
 - a. Modifications to the Agreement
 - b. The Agreement
 - c. Special Conditions
 - d. General Conditions
 - e. Plans
 - f. Specifications
12. This Agreement, together with the other Contract Documents, constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter.
13. The Contract may not be amended or modified except by a modification as hereinabove defined.
14. It is specifically agreed between the parties executing this Agreement that the Contract Documents are not intended to create any third party beneficiary relationship nor authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

GC-3. DEFECTS IN CONTRACT DOCUMENTS

If Contractor has reasonable cause such that it should, in the exercise of ordinary care of someone in its position, know that any errors, omissions, ambiguity, discrepancies or inconsistencies (hereinafter "defects") appear in the Contract Documents, including but not limited to, the plans, specifications and other documents or the Work, Contractor shall notify the Public Works Director or his/her designee in writing of such defects prior to taking any action in reliance on any of them. Contractor shall abide by the Public Works Director or his/her designee's clarification without any increase in the cost of the Work. Subcontractors and remote tier Subcontractors shall, likewise, notify the Contractor in writing of any defects therein, and it shall be the obligation of the Contractor to remedy same as if Contractor had discovered such defects itself. The Contractor will not be permitted to take advantage of any such defect.

GC-4. COPIES OF THE CONTRACT

1. Unless otherwise provided in the Contract Documents, City will furnish to Contractor a maximum of six (6) copies of the Contract Documents, free of charge, necessary for the execution of the Work.
2. Contract Documents are the property of the City, and none of the Contract Documents are to be used on other work by Contractor. At City's request, all Contract Documents shall be returned to the City with the exception of one record set for the Contractor. All models and calculations are the property of City.
3. Contractor shall keep, and make available to City, at the Project site, one copy of all Contract Documents for the Work at the Project site, in good order and legibly marked to reflect actual construction, in hard-copy or electronic form as specified in the Contract Documents. Contractor shall also maintain at the site all approved samples and a print of all approved Shop Drawings (if applicable).
4. Such Documents, samples and Shop Drawings and record drawings reflecting the work as-built shall be turned over to the City at the completion of the Work if requested by the City.

GC-5. SCOPE OF WORK AND GENERAL ADMINISTRATION OF THE CONTRACT

1. Unless otherwise stipulated, Contractor shall provide and pay for all Work (including labor, transportation, tools, equipment, machinery, plant and appliances) necessary to produce the results called for by the Contract Documents.
2. The Contractor shall be solely responsible for and have complete control and charge of construction means, methods, techniques, sequences and procedures, and for safety

precautions and programs in connection with the Work. Neither the City nor the Public Works Director or his/her designee shall be responsible for nor have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

3. In executing the Contract, the Contractor expressly covenants and agrees that, in the undertaking to complete the Work within the time therein fixed, it has taken into consideration and made allowances for all hindrances and delays incident to such Work, whether growing out of delays in securing materials, workers, typical weather conditions or otherwise. No charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the Work, or any portion thereof, included in this Contract, except as provided elsewhere herein.
4. The Contractor shall comply with all City, County, State and Federal laws, ordinances or regulations which would in any way control the actions or operations of those engaged in the work under this Contract or which would affect the materials supplied to or by them. It shall at all times observe and comply with all ordinances, laws and regulations and shall protect and indemnify and defend the City and the City's officers and agents against any claims or liability arising from or based on any violation of same. Because the Project may involve federal funds, Contractor shall execute the affidavit attached to the Agreement as Exhibit C, confirming its compliance with the prohibition against federal lobbying and conflicts of interest.
5. It is understood that all royalties and fees for and in connection with patents, or patent infringement, claims for materials, articles, apparatus, devices or equipment used in or furnished for the Work shall be included in the Contract Price. Final payment to the Contractor by the City shall not be made while any suit or claim involving infringement or alleged infringement of any patent remains unsettled.
6. The Contractor shall, in addition to the schedule required by these General Conditions, give to the Public Works Director or his/her designee full information in advance as to its plans for carrying on any part of the Work. If at any time before the beginning or during the progress of the Work, any part of the Contractor's plant or equipment or any of its methods of executing the Work, appear to the Public Works Director or his/her designee to be unsafe, inefficient or inadequate to ensure the required quality or rate of progress of the Work, the Public Works Director or his/her designee may order the Contractor to increase or improve its facilities or methods, and the Contractor shall promptly comply with such orders; but neither compliance with such orders nor failure of the Public Works Director or his/her designee to issue such orders shall relieve the Contractor from its obligation to secure the degree of safety, the quality of Work and the rate of progress required by the Contract.
7. The approval by the Public Works Director or his/her designee of any plan, schedule or method of Work proposed by the Contractor shall not relieve the Contractor of any

responsibility therefor, and such approval shall not be considered as an assumption by the City, or any officer, agent or employee thereof, of any risk or liability, and the Contractor shall have no claim under this Contract on account the of failure or inefficiency of any plan or method so approved. Such approval shall be considered and shall mean that the Public Works Director or his/her designee has no objection to the Contractor's use or adoption, at the Contractor's own risk and responsibility, of the plan or method so proposed by the Contractor.

8. It is the intent of the City to supply the Contractor with a Sales and Compensating Tax Exemption certificate for use in purchasing materials and supplies on the Project. Two copies of the State of Kansas Project Completion Certificate will be furnished to the City by the Kansas Department of Revenue upon issuance of a tax exemption number, which will be forwarded to Contractor. Form must be signed and returned to the City upon completion of the Project.

GC-6 ALLOWANCES

1. The Contractor shall include in the Contract Price all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the City may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection. No demand for expenses or overhead and fee for Allowance items other than those included in the Contract Price shall be allowed.
2. Unless otherwise provided in the Contract Documents:
 - a. allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
 - b. Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
 - c. whenever costs are more than or less than allowances, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances and (2) changes in Contractor's costs.
3. Materials and equipment under an allowance shall be selected by the City with reasonable promptness.

GC-7. AUTHORITY AND DUTY OF THE PUBLIC WORKS DIRECTOR

The Public Works Director or his/her designee is authorized to observe and inspect all Work included herein.

Anything in the Contract Documents to the contrary notwithstanding, the Public Works Director or his/her designee shall in all cases

- a. determine the amount and quantities of the several kinds of Work which are to be paid for under this Contract;
- b. rule on all questions relating to the plans and specifications for the Project;
- c. issue written clarifications or interpretations of the requirements of the Contract Documents (in the form of drawings or otherwise) which Public Works Director or his/her designee may determine are necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents;

The Public Works Director or his/her designee's decisions and findings shall be a condition precedent to the right of the parties to pursue disputes as otherwise provided herein. It is the intent of the Contract that there shall be no delay in the execution of the Work, and the decisions or directions of the Public Works Director or his/her designee as rendered shall be promptly carried out.

GC-8. SUPERINTENDENCE AND SUPERVISION

1. Contractor shall provide all necessary supervision to the Work using its best skill, care, judgment and attention and shall keep on the Work, during its progress, a competent superintendent, and any necessary assistants, all satisfactory to Public Works Director or his/her designee. The superintendent shall not be changed except with the consent of the Public Works Director or his/her designee unless the superintendent proves to be unsatisfactory to the Contractor and/or ceases to be in its employ; provided however, that the Public Works Director or his/her designee retains the right to require that the Contractor replace the superintendent at any time, such right not to be arbitrarily exercised.
2. Contractor shall furnish the Public Works Director or his/her designee with the superintendent's cellphone and pager numbers and email address, and assure that the superintendent is readily available to respond to calls and emails during business hours and, in emergency situations, outside of business hours.
3. No Work shall be performed except when the superintendent is on-site. Contractor's superintendent shall be fluent in all languages necessary to communicate with the City, the Public Works Director or his/her designee, Contractor's employees and Contractor's Subcontractors, for efficient administration, communication and safety.

4. The superintendent shall be fully authorized to act for the Contractor and receive whatever orders as may be given for the proper prosecution of the Work or notices in connection therewith. The superintendent must attend all meetings to represent Contractor and shall be informed sufficiently to adequately communicate on behalf of Contractor.
5. Use of Subcontractors on portions of the Work shall not relieve the Contractor of its obligation to have a competent superintendent directly employed by the Contractor on the Work at all times.

GC-9. CONTRACTOR'S EMPLOYEES

1. Contractor shall only engage employees who are competent to perform the Work assigned, and if the Public Works Director or his/her designee so directs, Contractor shall promptly remove any employee determined by the Public Works Director or his/her designee to be unacceptable. Contractor shall perform appropriate screening of candidates to assure their capability and suitability for the Work.
2. Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the Work any unfit person or anyone not skilled in the Work assigned to him.
3. Contractor shall be responsible for compliance with all state and federal laws, if applicable, pertaining to wages, hours and benefits for workers employed to carry out the Work.
4. Contractor shall be specifically responsible to assure that all employees are eligible for employment, and shall comply with the Immigration Reform Control Act of 1986, as amended, 8 U. S. C. §1324(e), relating to employment of aliens.
5. Contractor shall execute, and shall require all Subcontractors to execute, the affidavit which is attached to the Agreement as Exhibit D relating to equal employment opportunity and non-discrimination.
6. No illegal drug or alcohol usage will be tolerated at the Site. All persons admitted to work on the Site will dress appropriately and avoid foul language. Music shall not be played at volume levels that would be objectionable to third-parties. Any worker found by the City to be violating these conduct requirements will be removed immediately.

GC-10. WORK STOPPAGES

Contractor warrants to the City that there shall be no work stoppages or interruptions arising out of labor disputes, including, but not limited to, those due to the presence of both union and

non-union workforces at the job site. The City may assign to Contractor a separate gate (e.g., union or non-union gate, as applicable). The gate assigned shall be used by Contractor and all Contractor's employees, Subcontractors, visitors, suppliers, vendors and materials deliveries, as applicable. Contractor agrees that Contractor's employees and its Subcontractor's employees will continue to work notwithstanding any dispute that may involve any other contractor or employer at the job site. Anything in this Contract to the contrary notwithstanding, in the event the Contractor fails to continue performance of the Work included herein without interruption or delay, because of such picket or other form of labor dispute, the City may terminate the services of said Contractor after giving 48 hours written notice to Contractor and its sureties of its intent to do so, or the City may invoke any of the rights set forth elsewhere in the Contract Documents.

GC-11. BEGINNING, PROGRESS AND TIME OF COMPLETION OF WORK

Please see "Scope of Services"

GC-12. LIQUIDATED DAMAGES

1. It is mutually understood and agreed by and between the parties to this Contract that in the event that the Contractor shall fail in the performance of the Work specified and required to be performed within the period of time stipulated therefor in the Contract, the City will be damaged in an amount which is difficult to ascertain with certainty at this time. Therefore, the parties agree, as a representation and fair allocation of risk and not as a penalty, that after due allowance for any extension or extensions of time which may be granted under the Contract, if the Contractor is responsible for delay in Substantial Completion of the Work, the Contractor shall pay to City, or the City may withhold from the Contractor, as stipulated liquidated damages and not as a penalty, the sum stated in the Agreement for each 24-hour calendar day, including weekends and holiday that Substantial Completion is not attained.
2. In the case of joint responsibility for any delay in the final completion of the work covered by this Contract, where two or more separate contracts are in force at the same time and cover work on the same Project and at the same site, the total amount of liquidated damages assessed against all contractors under such contracts, for any one day of delay in the final completion of the Work will not be greater than the approximate total of the liquidated damages sustained by the City by reason of such delay in completion of the Work, and the amount assessed against any one contractor for such one day of delay will be based upon the individual responsibility of such contractor for the aforesaid delay as determined by, and in the judgment of, the City.
3. In the event that the City elects to accept part of the Work as Substantially Complete prior to Substantial Completion of all of the Work, the parties shall equitably adjusted the daily rate of liquidated damages. In the event that the parties cannot agree on such equitable adjustment, the Contractor has the right to pursue remedies under the disputes

resolution procedures stated elsewhere in these General Conditions. Please see "Scope of Maintenance Services."

GC-13. INSPECTION OF WORK

1. The City, the Public Works Director or his/her designee, and any third-party inspectors ("Inspector") shall at all times have access to the Work for the observation and inspection thereof wherever it is in preparation or progress, and Contractor shall provide proper facilities for such inspection. The Contractor shall comply with the directions and instructions of the Inspector. The Contractor shall furnish all reasonable aid and assistance required for any such inspection.
2. For all Work which the Contract Documents provide will be inspected, tested, or approved, the Contractor shall give the Public Works Director or his/her designee timely notice of its readiness for such inspection, testing or approval and the date fixed for such inspection, testing or approval if the inspection, testing or approval is by an authority other than Public Works Director or his/her designee.
3. All specified and required tests for approval of material shall be made at the expense of the Contractor by a properly equipped laboratory of established reputation, whose work and testing facilities shall be approved by the Public Works Director or his/her designee. Approval of materials based on acceptable tests will apply only while such materials as furnished equal or exceed the tested samples or test specimens in quality and minimum requirements. Any change in origin, method of preparation or manufacture of such materials will require new test and approval thereof. Reports of all tests shall be furnished to the Public Works Director or his/her designee in as many certified counterparts as may be required by the Public Works Director or his/her designee.
4. If Work is found not to be in accordance with the Contract Documents, Contractor shall at his own expense bear the cost of uncovering such Work, the cost of removing same, as well as the cost of undoing and redoing the Work and other Work damaged by such nonconforming Work.
5. The City reserves the right to require inspection of any and all Work before it is covered up; and, accordingly, Contractor must notify the Public Works Director or his/her designee before covering any Work. If any Work should be covered up which is required to be inspected, tested or approved and which, by virtue of being covered up, is not susceptible to being properly inspected, tested or approved, Contractor shall, if requested by Inspector, uncover such Work and bear the thereof, and of redoing same after inspection, testing or approval and redoing such other Work damaged as a result of having to uncover and redo same.
6. The Inspector shall be free at all times to perform its duties, including the observation and inspection of the Work, and intimidation or attempted intimidation of any one of them

by the Contractor or by any of its employees shall be sufficient reason, if the City so desires, to terminate the Contract.

7. Any inspection, by whomsoever conducted, shall not relieve the Contractor from any obligation to perform the Work strictly in accordance with the plans and specifications, and any of the Work not so constructed shall be removed and made good by the Contractor at its own expense.

GC-14. CONCEALED CONDITIONS

1. The City makes no warranty, express or implied, that the various and sundry materials and information, including, by way of example and without limitation, soil tests, bore reports, utility locations and other such data and as-builts in the case of renovation of or addition to existing facilities, reflect actual conditions. The Contractor represents and warrants that it has examined the site and conducted such tests and examinations as it deems necessary and assumes all responsibility for the foregoing. That being the case, should the Contractor encounter (1) concealed conditions of a nature which of an unusual nature, differing materially from those ordinarily encountered or generally recognized as inherent in Work of the character provided for in this Contract; or (2) conditions which are at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground, or should concealed or unknown conditions in an existing structure, be encountered, the Contract Time and/or Contract Price may be equitably adjusted by the City upon recommendation by the Public Works Director or his/her designee. No such adjustment will be made unless the Contractor brings the matter to the Public Works Director or his/her designee's attention within 48 hours of first encountering the condition, and unless the condition actually interfered with the critical path of Contractor's work.
2. Discovered Artifacts. If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Public Works Director or his/her designee. Upon receipt of such notice, the Public Works Director or his/her designee shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Public Works Director or his/her designee but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in this Contract.

GC-15. SUBMITTALS.

1. The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall

submit the schedule(s) for the Public Works Director or his/her designee's approval. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Public Works Director or his/her designee time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

2. Contractor shall submit, with such promptness as to cause no delay in his own work or in that of any Subcontractor or other contractor, three (3) copies of all shop, fabrication, assembly, foundation and other drawings and schedules, samples, certifications or other documentation or thing required by the specifications, including, but not limited: (1) drawings of equipment and devices offered by the Contractor for approval of the Public Works Director or his/her designee in sufficient detail to adequately show the construction and operation thereof; (2) drawings showing essential details of any change in design of construction proposed, for consideration by the Public Works Director or his/her designee, by the contractor in lieu of the design or arrangement required by the Contract Documents, or any item of extra work thereunder; (3) all required wiring and piping layouts; (4) samples of products representative of color, finish or other characteristics as stated in the specifications; and (5) structural and reinforcing fabrication drawings.
3. The Public Works Director or his/her designee shall review, respond to, accept or reject such submittals within a reasonable time after receipt thereof. Contractor shall make such revisions as deemed necessary. Failure of the Public Works Director or his/her designee to reject a submittal shall not operate as acceptance, or relieve Contractor of responsibility for compliance with the Contract Documents.
4. Once the Submittal is in a form acceptable to the Public Works Director or his/her designee, the Contractor shall furnish a total of not less than five (5) copies of the final Submittal, and more when required, of each drawing as finally approved, such number to include any copies of preliminary or revised drawings which are approved as submitted. After due review by the Public Works Director or his/her designee, all such drawings shall become a part of the Contract Documents, and the Work or equipment shown by such drawings shall be in conformity with said drawings unless otherwise required by the Public Works Director or his/her designee.
5. No Work shall be performed in connection with the fabrication or manufacture of material or equipment shown by any drawing thereof, nor shall any accessory, appurtenance or device not fabricated or manufactured by the Contractor or its Subcontractors be purchased, until the drawing or drawings therefor have been approved as stipulated, except at the Contractor's own risk and responsibility. Review for compliance by the City or the Public Works Director or his/her designee of drawings or other items submitted by contractor shall not relieve Contractor from responsibility for errors of any sort in Shop Drawings or other submittals.

GC-16. WARRANTY

1. Contractor warrants to the City that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents permit or require. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operations, or normal wear and tear and normal usage. If required by the Public Works Director or his/her designee, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
2. Should any special or specific warranties be required by any part of the Contract Documents, they shall be in addition to and not in place of the warranty of this paragraph. All manufacturer's warranties shall be assignable, and assigned to, the City.
3. Contractor shall require a similar warranty from each Subcontractor for all Work performed by such Subcontractor, which shall run to the benefit of the City. All such warranties shall be in writing and shall be promptly delivered to City. The furnishing of such warranties by Subcontractors and materialmen, however, shall not relieve Contractor of his obligations under this section. At the City's sole option, Contractor shall assign to City any rights Contractor may have against any Subcontractor and/or supplier for defective Work, materials or equipment.
4. Any provision of the Contract Documents to the contrary notwithstanding, all warranties provided for in the Contract Documents shall begin to run from the date of final payment by City to Contractor.

GC-17. APPROVAL OF EQUALS; REQUESTS FOR SUBSTITUTIONS

1. Approved equals, where permitted by the Contract Documents or otherwise made feasible by market conditions, shall be considered for approval as follows:
 - a. Contractor shall notify City in writing if it wishes to use an alternative product, and if such was specifically named in the Contract Documents.
 - b. If Contractor desires to use a product not specifically named in the Contract Documents, it must first inform City and receive written approval for such substitutions. City has no obligation to approve such request and is not

responsible for any delay or cost incurred or caused by Contractor's making such request.

2. After this Contract has become effective, the Public Works Director or his/her designee will consider a request for a substitution of products in place of those specified upon advance written request by Contractor. By making a request for a substitution, and unless otherwise specifically agreed to in writing by the City, Contractor represents that:
 - a. Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
 - b. Contractor will endeavor to provide at least as extensive a warranty for the substituted product as for the originally specified product. If it cannot obtain as broad a warranty for the product offered, the lesser warranty will be specifically disclosed in the request for substitution; and
 - c. Contractor will coordinate the installation of the accepted substitute, making such adjustments as may be required for the Work to be complete in all respects.
3. The Contractor shall be solely responsible for design risks, delays and other claims arising out of any approved alternatives or substitutions.
4. All specified and required tests for approval of material proposed as "equal" or as a substitution shall be made at the expense of the Contractor by a properly equipped laboratory of established reputation, whose work and testing facilities shall be approved by the Public Works Director or his/her designee. Approval of materials based on acceptable tests will apply only while such materials as furnished equal or exceed the tested samples or test specimens in quality and minimum requirements. Any change in origin, method of preparation or manufacture of such materials will require new test and approval thereof. Reports of all tests shall be furnished to the Public Works Director or his/her designee in as many certified counterparts as may be required by the Public Works Director or his/her designee.

GC-18. PERMITS AND NOTICES

1. All permits and licenses shall be secured and paid for by Contractor, unless otherwise specified.
2. Contractor shall give all notices required by and all Work shall be done in accordance with all applicable federal and state laws, City and County laws and ordinances, building codes and rules and regulations bearing on the conduct of the Work.

GC-19. USE OF PREMISES

1. Contractor shall confine its operations to limits indicated by law, ordinances, rules, regulations, and permits of City or directions of Public Works Director or his/her designee and shall not unreasonably encumber the premises and/or site.
2. Contractor shall not load or permit any part of any structure, street or highways to be loaded with a weight that exceeds load limits which that will endanger their safety.
3. Contractor shall comply with federal, state and local laws and ordinances, as well as any specific instructions regarding signs, advertisements, fires and smoking from Public Works Director or his/her designee.
4. No City equipment will be taken out of service or put into service without approval of City.

GC-20. PROTECTION OF WORK AND PROPERTY

1. Contractor shall maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of life, the Work, supplies, materials and equipment on the Project site not yet incorporated in the Work, City's property and adjacent property. Contractor shall be solely liable for all damages to the City or the property of the City, to employees of the City or other contractors, to neighboring premises, or to any private or personal property, due to improper, illegal or negligent conduct of the Contractor, its Subcontractors, employees or agents in and about said Work, or in the execution of the Work. The Contractor shall be liable to the City for any damages, whether property damage or personal injury, occasioned by Contractor's use of any scaffolding, shoring, apparatus, ways, works, machinery, plant or any other process or thing that is required for the Work.
2. The Contractor shall give reasonable notice to the affected owners and utilities when any such property is liable to injury or damage through the performance of the Work and shall make all necessary arrangements with such owner or owners relative to the removal and replacement or protection of such property and/or utilities.
3. The Contractor shall satisfactorily shore, support and protect any and all structures and all excavations, pipes, sewers, drains, conduits and other Underground Facilities and shall be responsible for any damage resulting thereto. The Contractor shall not be entitled to any additional Contract Time on account of any postponement, interference or delay caused by any such structures and facilities being on the line of the Work, whether they are shown on the plans or not.
4. During unfavorable weather, or other unfavorable conditions for construction operations, the Contractor shall pursue only such portions of the Work as will not be damaged thereby. No portions of the Work, the satisfactory quality or efficiency of which will be affected by any unfavorable conditions, shall be constructed while these conditions exist, unless, by special means or precautions approved by the Public Works Director or

his/her designee, the Contractor shall be able to perform the Work in a proper and satisfactory manner.

5. The Contractor shall assume full responsibility for the Work and shall bear any loss and repair any damage at his/her own cost occasioned by neglect, accident, vandalism or natural cause, whether foreseen or unforeseen, during the progress of the Work and until the Work is completed and accepted by the City.
6. Contractor shall comply with any and all instructions from the Public Works Director or his/her designee regarding prevention of accidents, fires or for the elimination of any unsafe practice.
7. Contractor shall post danger signs warning against the hazards created by such features of construction as protruding nails, hod hoists, well holes, elevator hatchways, scaffolding, window openings, stairways, falling materials, open trenches, other excavations, obstructions and similar conditions. All open trenches and other excavations shall be provided with suitable barriers, signs and lights, at Contractor's expense, such that adequate protection is provided to the public against accident by reason of such open construction. Obstructions such as material piles and equipment shall be provided with similar warning lights and signs.
8. All streets, roads, highways and other public thoroughfares which are closed to traffic, under the authority of a proper permit shall be protected, at Contractor's expense, by means of effective barricades on which shall be placed proper warning signs; such barricades being located at the nearest intersecting public highway or street on each side of the blocked section of such public thoroughfare.
9. All barricades and obstructions shall be illuminated by means of amber lights at night and all lights used for this purpose shall be at Contractor's expense and shall be kept burning from sunset to sunrise. Materials stored upon or alongside public streets and highways shall be so placed, and the work at all times shall be so conducted, as to cause the minimum obstruction and inconvenience to the traveling public. All barricades, signs, lights and other protective devices in public rights-of-way shall be installed and maintained in conformity with applicable statutory requirements and as required by the Manual on Uniform Traffic Control Devices, as amended, or any other applicable statutes or ordinances.

GC-21. SAFETY

1. Contractor shall be responsible for enforcing safety rules to assure protection of the employees and property of City, to assure uninterrupted production and to assure safe working conditions for Contractor and Subcontractors and their employees and to assure the safety of the general public. In addition to any other rights the City might exercise,

Contractor and/or any Subcontractor failing to follow safety rules shall be subject to eviction from the job site and may be refused re-entry.

2. Contractor shall designate a responsible member of its organization on the Project whose duty shall be the prevention of accidents. The name and position of the person so designated shall be reported to the Public Works Director or his/her designee by Contractor. In the absence of such designation, the Contractor's Superintendent shall be deemed to be the safety representative.
3. Contractor shall develop and maintain an up-to-date emergency action plan, taking into account fires, hazardous materials, explosions, adverse weather, floods, etc, which shall be in compliance with all federal, state and local laws and ordinances. The procedures should outline specific action to be taken to protect life and to secure and protect the building materials, constructed work, buildings, equipment and the position of cranes, and shall cover, at a minimum, the following items:
 - a. Personal protective equipment;
 - b. First aid-personnel and facilities;
 - c. Arrangements for medical attention;
 - d. Sanitary facilities;
 - e. Fire protection;
 - f. Signs, signals, and barricades;
 - g. Security regulations;
 - h. Safety inspections;
 - i. Reporting forms and procedures;
 - j. Material handling and storage;
 - k. Lines of communication;
 - l. Determination of potential hazards;
 - m. Personnel safety meetings and education;
 - n. Access to work areas;
 - o. Subcontractors involvement in the program;
 - p. Inspections and corrective action.
 - q. Contractor shall furnish a copy of its safety plan to the Public Works Director or his/her designee for review but Contractor shall be fully responsible for the contents of and procedures outlined in said plan, including deficiencies therein, whether or not City shall have reviewed said plan.
4. In an emergency affecting the safety of life, the Work, the City's property or of adjoining property, Contractor, without special instruction or authorization from the Public Works Director or his/her designee, is hereby permitted to act, at its discretion, to prevent such threatened injury or loss. Any compensation claimed by Contractor on account of emergency work shall be determined by mutual agreement of City and Contractor.

5. Whenever, in the opinion of the Public Works Director or his/her designee, the Contractor has not taken sufficient precaution for the safety of the public or the protection of the Work to be constructed under this Contract, or of adjacent structures or property which may be injured by process of construction, and whenever, in the opinion of the Public Works Director or his/her designee, an emergency shall arise and immediate action shall be considered necessary in order to protect property interests and to avoid personal injury and/or death, then the Public Works Director or his/her designee, with or without notice to the Contractor, shall have the authority to cause such work to be done and materials to be furnished at places as the Public Works Director or his/her designee may consider necessary and adequate. The cost and expense of such work and material so furnished shall be borne by the Contractor. The performance of such emergency work shall in no way relieve the Contractor of responsibility for damages which may occur during or after such precaution has been duly taken.

GC-22 REPORTING OF INJURY OR DAMAGE.

1. The Contractor shall be responsible for any damage to the Work, whether due to accident, adverse weather, malicious mischief, riot, sabotage, theft, etc., and shall promptly return the Work to its previous condition at no cost to the City. If the loss is covered by property insurance, Contractor shall immediately report the damage and cooperate with the insurer on claims for reimbursement, but Contractor shall nevertheless promptly repair the damage so that the Work can proceed. The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable, except damage or loss attributable to acts or omissions of the City or anyone directly or indirectly employed by City, or by anyone for whose acts the City may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under the Indemnification provision of this Contract.
2. If either party suffers injury or damage to person or property because of an act or mission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

GC-23. HAZARDOUS MATERIALS

1. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

2. The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the Site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Public Works Director or his/her designee in writing.
3. Upon receipt of the Contractor's written notice, the City shall take reasonable steps to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the City and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.
4. To the fullest extent permitted by law, the City shall indemnify and hold harmless the Contractor, Subcontractors, their agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity. The City shall not be responsible under this Section for materials or substances the Contractor brings to the Site unless such materials or substances are required by the Contract Documents. The City shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances. The City shall also indemnify the Contractor against fines, penalties or other costs assessed by government agencies for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents.
5. The Contractor shall indemnify the City for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the Site and negligently handles, or (2) where the Contractor fails to perform its obligations under this Section, except to the extent that the cost and expense are due to the City's fault or negligence.

GC-24. CUTTING, PATCHING AND DIGGING

1. Contractor shall do all cutting, fitting or patching of its work so that may be required to make its several parts come together properly and fit it to receive or be received by work of others shown upon or reasonably implied by the Contract Documents.
2. Contractor shall not endanger any property of City or any other individual or entity, or the Work by cutting, digging or otherwise and shall not cut or alter the work others except with the written consent of City.
3. Contractor shall assume responsibility for the patching or repairs, by the proper trade, of damages caused by work under this Contract.
4. Contractor shall comply with all local ordinances dealing with cutting, patching and digging and shall obtain all necessary permits.

GC-25. CLEANING UP

Contractor shall at all times keep the premises/site free from accumulations of waste material or rubbish caused by its employee or Work; and at the completion of the daily Work it shall remove all its rubbish from and about the premises/site and all its tools, scaffolding and surplus materials, and shall leave its work "broom clean" or its equivalent unless more exactly specified. In case of dispute, City may remove the rubbish and charge the cost to Contractor.

GC-26. JOBSITE OFFICE AND TEMPORARY FACILITIES

1. During the performance of this Contract, the Contractor may need to maintain a suitable office at or near the site of the Work which shall be the headquarters of the superintendent authorized to receive drawings, instructions, or other communications or articles from the Public Works Director or his/her designee, and any such communication given to the said superintendent or delivered at the Contractor's office at the site of the Work in his/her absence shall be deemed to have been given to the Contractor. Contractor shall coordinate the placement of such office with the Public Works Director or his/her designee, but unless otherwise provided in the Contract, the City does not make any representation as to the availability of space, utilities, parking or other amenities for such office. Upon completion of Work or when requested by Public Works Director or his/her designee, Contractor shall remove same from City's premises and leave the area in a clean and orderly condition.
2. The operations of the Contractor shall be in full conformity with all of the rules and regulations of boards and bodies having jurisdiction with respect to sanitation. The Contractor shall obey and enforce all sanitary regulations and orders, and shall take precautions against infectious diseases and the spread of same.

3. The Contractor shall supply safe and sufficient drinking water to all of its employees. All water used in the course of the Work shall be hauled in or purchased from the local Water Company's distribution system at the Contractor's own cost and expense.
4. Except where special permission has been granted by City, Contractor shall provide and maintain sanitary temporary toilet facilities located where directed by Public Works Director or his/her designee for accommodation of all persons engaged on the Work. Temporary toilets shall be enclosed and weatherproof and kept in sanitary and an approved condition at all times. After use for same has ceased, Contractor shall remove the temporary toilet facilities from City's premises and disinfect and fill any vaults.
5. Contractor shall provide and maintain temporary heat as required to protect all Work and material against injury from dampness and/or cold to the satisfaction of Public Works Director or his/her designee.
6. Unless otherwise specified in the Contract Documents, Contractor shall provide, at its cost and expense, temporary power, wiring and lights from City's provided source as may be required for its operations.

GC- 27 INSURANCE

The Contractor shall furnish insurance as described in Exhibit E to the Agreement. Contractor's failure to submit Certificates of Insurance, and Additional Insured and Notice of Cancellation/Modification Endorsements to the City as provided in the Instructions to Bidders, and in all cases prior to commencement of any Work on site, shall be grounds for termination of this Contract and exercise of the City's remedies including, but not limited to, against Contractor's Bid security.

GC-28. SURETY BONDS

1. Contractor shall, after Notice of Award, but as a precondition to enforcement of any right of Contractor with respect to the Contract, furnish City with a Performance Bond and a Statutory or Labor and Material Payment Bond in the full amount of the Contract Price on the forms attached to the Agreement as Exhibits B-1 and B-2. The Bonds shall be provided by corporate sureties admitted in the State of Kansas, and accompanied by valid Powers of Attorney if executed by an agent of the surety. Failure to furnish such Bonds within the time specified in the Notice of Award may, at the City's option, be the basis for declaring Contractor in default and pursuing such legal rights as the City deems in its best interest, including, but not limited to, enforcement of the City's rights as to bid security.
2. Contractor shall be responsible for notifying its surety of any modifications to the Contract Price or Time, and said surety shall not seek discharge as a result of any failure on Contractor's part to notify surety. If Changes to the Contract result in an increase in

the Contract Price, the Contractor will be reimbursed for any additional surety bond premium, and the Contractor shall obtain a Rider to the surety bonds increasing their penal sum accordingly.

GC-29. DELAYS AND EXTENSION OF TIME

Please see "Scope of Services"

GC-30. CHANGES IN THE WORK

1. Change Orders. The City, without invalidating the Contract, may by direct changes in the Work which may result in an addition to or deduction from the Contract Price and/or changes in the Contract Time. A change which is agreed upon by the City and the Contractor shall be commemorated in a Change Order to be prepared by the Public Works Director or his/her designee, and signed by the City and the Contractor. The Contractor shall then be entitled to bill and be paid for the Work of the Change in the same manner as all other payments under the Contract. The Work as changed shall be subject to all the same terms and conditions as original work under this Contract.
2. Quantity Variations. Where changes in the Work involve a change in the quantity of any item paid based on unit prices, the Contract Price shall be revised by extension of the quantities and unit price such items so changed subject to written approval of the Public Works Director or his/her designee. If the quantity is increased or decreased by thirty-three percent (33%) or more, and the total value of the Work affected is at least twenty percent (20%) of the Contract Price, either party may request that the Public Works Director or his/her designee equitably adjust the unit price. The Public Works Director or his/her designee shall advise both parties in writing of his decision on such adjustment within ten days of receipt of substantiating information from the requesting party, subject to both parties' right to dispute this decision. Pending resolution of such dispute, however, the Contractor shall be entitled to bill and be paid for the Work at the unit prices determined by the Public Works Director or his/her designee in the same manner as all other payments under the Contract.
3. Minor Changes. Public Works Director or his/her designee may order minor changes in the Work through field orders, which in no material or substantial way increase or decrease the Work; and such minor changes in the Work shall not involve an addition or deduction from the Contract Price nor an extension of the Contract Time.
4. Work Directives. From time to time the Public Works Director or his/her designee may also issue written orders to Contractor for needed clarifications, modifications or corrections. If the Contractor and the City do not agree that such written order is a change, or on what if any adjustment to the Contract Price or Contract Time is appropriate, the Public Works Director or his/her designee shall issue a directive to the Contractor describing the Work affected thereby, and the Contractor shall immediately

comply with it subject to the other terms of the Contract. Any appropriate adjustment to the Contract price or Contract Time shall be resolved as follows.

5. The Public Works Director or his/her designee shall either:
 - a. make a good faith evaluation of the appropriate adjustment to the Contract Price and/or Contract Time within ten days of receipt of substantiating proposal from the Contractor, and the Contractor shall be permitted to bill for the changed work as otherwise provided in the Contract Documents; or
 - b. direct the Contractor to keep an accurate account of its Allowable Field Costs as provided for below, and the Contractor shall be permitted to bill for, and receive, such costs plus fifteen percent (15%) as its full compensation for the Contractor's profit, overhead, general superintendence, field office expense and all other elements of cost not embraced within the Allowable Field Costs; or
 - c. If the Public Works Director or his/her designee has determined in good faith that no change has occurred, and that the work covered by the Work Directive is part of the Contractor's obligations under the Contract Documents, the Public Works Director or his/her designee direct the Contractor to proceed with the Work. The Contractor may keep records of its allowable costs and submit them through the disputes process as otherwise provided herein.
 - d. Where a Work Directive results in a credit to the City, the credit will be for allowable costs only, and no credit will be given back to the City for overhead or profit unless the Work reduced equals or exceeds ten percent (10%) of the Contract Price.
 - e. If the Public Works Director or his/her designee determines that the value of any work performed under a Work Directive shall be based on costs incurred, the Contractor shall keep accurate records of its Allowable Field Costs as defined below.
 - i. Where extra work is to be compensated based on Allowable Field Costs, only the following costs, as actually incurred and documented, will be paid to the Contractor:
 - a. The cost of all workers, such as foremen, timekeepers, mechanics,
 - b. and laborers, for the time actually employed in the performance of the said extra work;
 - c. All materials and supplies;
 - d. Trucks and rental on machinery and equipment for the time actually employed or used in the performance of said extra

work, but not to exceed the purchase price of any such items if rented from third parties, and, if the items are owned by Contractor or an affiliate of Contractor, the rental rate shall not exceed eighty-five percent (85%) of the local standard rental rate for similar items;

- e. Any transportation or travel charges necessarily incurred in connection with said equipment authorized by the Public Works Director or his/her designee for use on said work and similar operating expenses;
- f. All incidental expenses incurred as a direct result of such extra work,
- g. including payroll taxes and a ratable proportion of premiums for
- h. insurance, where the premiums therefor are based on payroll costs,
- i. public liability and property damage, worker's compensation, and other insurance required by the Contract; provided, however, Contractor must enumerate and justify to City's satisfaction any such claimed incidental expenses;
- j. Additional premiums for surety bonds, upon receipt by the City of riders increasing the penal sum of the bonds.

6. Without in any way limiting City's right to challenge any individual costs claimed by Contractor, incidental costs shall not include:

- a. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Contractor whether at the site or in Contractor's principal or a branch office for general administration of the work unless specifically agreed to by City - all of which are to be considered administrative costs covered by the Contractor's overhead and profit.
- b. Expenses of Contractor's principal and branch offices other than Contractor's office at this site.
- c. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- d. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be

liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

- e. Other overhead of general expense costs of any kind and the costs of any item not specifically and expressly agreed to by City. The Public Works Director or his/her designee may direct the form in which accounts of the Allowable Field Cost shall be kept and may also specify in writing, before the Work commences, the method of doing the Work and the type and kind of machinery and equipment, if required, which shall be used in the performance of extra work
7. If either party wishes to take exception to the Public Works Director or his/her designee's decisions as to whether an item constitutes a Change, or the appropriate adjustment to the Contract Price or Contract Time associated with a Change, it shall notify the Public Works Director or his/her designee, with a copy of such notice to the other party, within seven (7) days of receipt of the Public Works Director or his/her designee's decision. Failure to give such notice shall constitute acceptance of the Public Works Director or his/her designee's decision.
8. Except for Work done as a result of an emergency endangering life or property, no Work resulting in an additional pay item shall be performed unless pursuant to the provision of a Change Order or a Work Directive.

GC-31. INDEMNITY

1. Definitions. For purposes of indemnification requirements as set forth throughout the Contract, the following terms shall have the meanings set forth below:
- a. "The Contractor" means and includes Contractor, all of his affiliates and subsidiaries, his Subcontractors and materialmen and their respective servants, agents and employees; and
 - b. "Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim, whether real or spurious, for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with, or are claimed to arise out of or be connected with, the performance of this Contract whether arising before or after the completion of the Work required hereunder.
2. The Indemnities. For purposes of this Contract, and without in any way limiting indemnification obligations that may be set forth elsewhere in the Contract, and to the

greatest extent permitted by applicable law, Contractor hereby agrees to indemnify, defend and hold harmless the City from any and all Loss to the extent such Loss is caused or incurred by, on account of or as a result of the negligence or other actionable fault of the Contractor, its employees, agents, Subcontractors and suppliers or any other party for whom Contractor is responsible. It is agreed as a specific element of consideration of this Contract that this indemnity shall apply notwithstanding the joint, concurrent or contributory or comparative fault or negligence of the City or any third party and, further, notwithstanding any theory of law including, but not limited to, a characterization of the City's or any third party's joint, concurrent or contributory or comparative fault or negligence as either passive or active in nature. Additionally, Contractor agrees to defend any claim, action or suit that may be brought against City, its governing body, officers, agents or employees for infringement of any patents arising out of the performance of this Contract or out of the use or disposal by or for the account of City of supplies furnished or construction work performed hereunder, and also to indemnify and hold harmless City, its governing body, officers, agents, and employees against all judgments, decrees, damages, costs and expenses recovered against it or them sustained by it or them on account of any such actual or alleged infringement.

3. General Limitation. Nothing in this section shall be deemed to impose liability on the Contractor to indemnify the City for Loss to the extent that the City's negligence or other actionable fault is the cause of Loss.
4. Waiver of Statutory Defenses. With respect to the City's rights as set forth herein and to the greatest extent permitted by applicable law, the Contractor expressly waives all statutory defenses, including, but not limited to, those under workers compensation, contribution, comparative fault or similar statutes to the extent said defenses are inconsistent with or would defeat the purposes of this section.

GC-32. ASSIGNMENT OF CONTRACT

Contractor shall not assign any of its rights under the Contract without the express, advance written consent of the City. In case the Contractor assigns all, or any part, of the monies due or to become due under this Contract, the right of the assignee in and to any monies due or to become due the Contractor shall be subject to all prior claims of all persons, firms, and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract and no money shall be paid assignee on behalf of the Contractor by the City until such time as the Contractor has discharged its obligations to the City under the Contract. It is expressly understood and agreed that no assignment shall be effective as against the City unless it complies with the foregoing.

GC-33. SUBCONTRACTING

1. The Contractor shall not make any substitution for any Subcontractor unless the City so agrees in writing. The City reserves the right to disapprove the use of any subcontractor,

but its failure to exercise such right shall not constitute acceptance of the work of any subcontractor. Disapproval of a subcontractor shall not be grounds for an adjustment to the Contract Price or Contract Time.

2. Contractor shall not subcontract more than fifty percent (50%) of the Work.
3. Should any Subcontractor fail to perform in a satisfactory manner, the Contractor shall immediately take appropriate action to rectify the failure of its Subcontractors. The Contractor shall be as fully responsible to the City for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.
4. The Contractor shall cause appropriate provisions to be inserted in all subcontracts to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of the Subcontractor and to give the Contractor the same power to terminate any subcontract as the City has to terminate the Contractor under any provisions of the Contract Documents.
5. Contingent Assignment of Subcontracts to City. Each subcontract agreement for a portion of the Work is assigned by the Contractor to the City, provided that
 - a. Assignment is effective only after termination of the Contract by the City for cause pursuant to this Contract's termination provisions, and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
 - b. Assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.
 - c. When the City accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.
 - d. Upon such assignment, if the Work has been suspended for more than 30 days, and if a Subcontractor provides backup for additional costs arising from the suspension, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.
 - e. Upon such assignment to the City under this Section, the City may further assign the subcontract to a successor contractor or other entity. If the City assigns the subcontract to a successor contractor or other entity, the City shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.
6. Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the City, nor shall anything contained in the Contract Documents create any obligation on the part of the City to pay to or to see to the payment of any sums due any Subcontractor.

GC-34. CORRECTION OF WORK

1. The Contractor shall promptly correct Work rejected by the Public Works Director or his/her designee or Inspector or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed, and remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement of destroyed or damaged construction (whether completed or partially completed) of the City or separate contractors caused by the Contractor's correction or removal of Work, and compensation for the Inspector's services and expenses made necessary thereby, shall be at the Contractor's expense.
2. If Contractor should neglect to prosecute the work properly or fail to perform any provision of the Contract Documents, the City, after three (3) days' written notice to Contractor may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due Contractor.
3. In addition to the Contractor's Warranty obligations if, within two years after the date of Substantial Completion of the Work or designated portion thereof (or, if the Work in question was performed after Substantial Completion, from the date on which the Work was completed) or after the date for commencement of warranties or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Public Works Director or his/her designee to do so, unless the Public Works Director or his/her designee has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the two-year period for correction of Work, if the Public Works Director or his/her designee fails to notify the Contractor and give the Contractor an opportunity to make the correction, the City waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Public Works Director or his/her designee, the City may correct it in accordance with the provisions of this Contract.
4. Nothing contained in this Section shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the two-year period for correction of Work as described herein relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may

be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

5. If the City prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the City may do so instead of requiring its removal and correction, in which case the Contract Price will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

GC-35. DISPUTE RESOLUTION

1. City and Contractor agree that disputes relative to the Work shall first be addressed by negotiations between the parties. Such negotiations shall take place within thirty (30) days of demand by the party seeking resolution of the dispute. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Contractor shall proceed with the Work as per the Contract Documents as if no dispute existed.
2. In order to preserve its rights to dispute a matter hereunder, the complaining party must submit a written notice to the other party setting forth the basis for its complaint within twenty (20) calendar days following receipt of the decision of the Public Works Director or his/her designee as to such matter or other action on which the dispute is based. A decision of the Public Works Director or his/her designee (where appropriate) under GC-7 above; notice of dispute, and direct negotiation, shall be conditions precedent to any legal action.

GC-36. RIGHT OF CITY TO SUSPEND OR TERMINATE CONTRACT

1. Suspension of Work by the City . The Public Works Director or his/her designee may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine. The Contract Price and Contract Time shall be adjusted for increases in the cost and time caused by such suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or that an equitable adjustment is made or denied under another provision of the Contract.
2. Termination of the Contract by the City. If any of the conditions enumerated below are found by the City to have occurred:
 - a. the Work to be done under this Contract shall be abandoned by the Contractor;
or
 - b. this Contract shall be assigned by Contractor otherwise than as herein provided;
or

- c. at any time the Public Works Director or his/her designee shall certify in writing to the City that:
 - i. the performance of the Work under this Contract is being unnecessarily delayed such that all Bid items of the Project are not completed within the time named for their completion or within the time to which such completion date may be extended;
 - ii. that the Contractor is violating any of the conditions or covenants of this Contract or the specifications therefor;
 - iii. that the Contractor is executing the same in bad faith or otherwise not in accordance with the terms of said Contract; or if the Contractor defaults in any material manner in its performance of the Contract; or
 - iv. a petition should be filed in bankruptcy by the Contractor, or by others seeking to have Contractor adjudged bankrupt and a motion is not made by Contractor within ten (10) days seeking assumption of the Contract and manifesting the ability to fulfill all of Contractor's obligations and curing all of Contractor's defaults; or if a general assignment of its assets should be made for the benefit of its creditors; or if a receiver should be appointed for the Contractor or any of its property;
 - d. then, in addition to other rights the City may choose to exercise, the City may, at its option, serve written notice upon the Contractor and its surety of City's intention to terminate this Contract, and unless within five (5) days after the serving of such notice upon the Contractor, a satisfactory arrangement be made for the continuance thereof, this Contract shall cease and terminate.
- 3. In the event of such termination, the City shall immediately serve notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and complete the Work; provided, however, that if the surety does not commence performance thereof promptly, the City may take over the Work and prosecute same to completion, by contract or otherwise, for the amount and at the expense of the Contractor, and the Contractor and its surety shall be liable to the City for any and all excess cost sustained by the City by reason of such prosecution and completion; and in such event the City may take possession of, and utilize in completing the Work, all such materials, equipment, tools and plant as may be on the site of the Work and necessary therefor.
 - 4. When Contractor's services have been so terminated, such termination shall not affect any rights or remedies of City against Contractor then existing or which may later accrue. Similarly, any retention or payment of monies due Contractor shall not release Contractor from liability.
 - 5. The City also reserves the right, in its sole discretion and for its convenience and without cause or default on the part of Contractor, to terminate the Contract by providing written notice of such termination to Contractor. Upon receipt of such notice from City,

Contractor shall: (1) immediately cease all work; or (2) meet with City and, subject to City's approval, determine what Work shall be required of Contractor in order to bring the Project to a reasonable termination in accordance with the request of City. If City shall terminate for its convenience as herein provided, City shall: (1) compensate Contractor for all purchased materials and actual cost of work completed to date of termination; and (2) release and indemnify Contractor against any liability Contractor may have to any third parties as the result of any contracts, commitments, purchase orders or any other such liabilities Contractor may have incurred as a result of its obligations under the provisions of the Contract. Contractor agrees that it shall minimize such potential liabilities by, where practical, informing third parties of City's right to terminate and attempting to obtain from such third parties a waiver of any liability in the event of such termination.

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

GC-37. PROGRESS PAYMENTS

Please see "Scope of Services"

GC-38 INSPECTION FOR SUBSTANTIAL COMPLETION AND RELEASE OF FUNDS

1. When the Contractor considers that the Work, or a portion thereof which the City agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Public Works Director or his/her designee a comprehensive list of items to be completed or corrected prior to final payment (the "Punch List"). Failure to include an item on the Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
2. Upon receipt of the Punch List, the Public Works Director or his/her designee and/or the Inspector will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the inspection discloses any item, whether or not included on the Punch List, which is not sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Public Works Director or his/her designee. In such case, the Contractor shall then submit a request for another inspection to determine Substantial Completion.
3. When the Work or designated portion thereof is substantially complete, the Public Works Director or his/her designee will prepare and submit to the City and the Contractor a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the City and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time

within which the Contractor shall finish all items on the list accompanying the Certificate. The Public Works Director or his/her designee shall agree upon a reasonable value of Work not yet completed, and identify these in writing. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

4. The City shall make payment of retainage applying to such Work or designated portion thereof, less 150% of the value of the remaining Work to be completed, and funds sufficient to protect the City from threatened claims, losses or other identified financial obligations of Contractor.

GC-39. PAYMENTS WITHHELD

1. The City may withhold payment in whole or in part, to the extent reasonably necessary to protect the City, for any of the following reasons:
 - a. defective Work not remedied;
 - b. third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the City is provided by the Contractor;
 - c. failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
 - d. reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
 - e. damage to the City or a separate contractor;
 - f. reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
 - g. repeated failure to carry out the Work in accordance with the Contract Documents.
2. The City may also nullify a payment previously issued, and withhold sums appropriate to protect the Owner from loss for which the Contractor is responsible. When the reasons for withholding payment are removed, payment will be made for amounts previously withheld.
3. The City may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered.

GC-40. RETENTION OF RECORDS – CITY'S RIGHT TO AUDIT

Contractor shall maintain copies of records, including invoices reflecting sale or use tax information, pertaining to the Construction of this project for a period of five (5) years

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

GC-41. NOTICE

1. Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.
2. All notices of claims, potential changes or impediments to Contractor's ability to comply with the requirements of this Contract shall be given promptly and in writing, to allow the City the maximum opportunity to address and respond to them and to avoid impact to the Work.

GC-42. NO WAIVER OF RIGHTS

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

GC-43. INDEPENDENT CONTRACTOR

The right of general supervision of the City and/or the Public Works Director or his/her designee shall not

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

GC-44. SEVERABILITY

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

GC-45. INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due as required by Kansas law.

GC-46. GOVERNING LAW

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

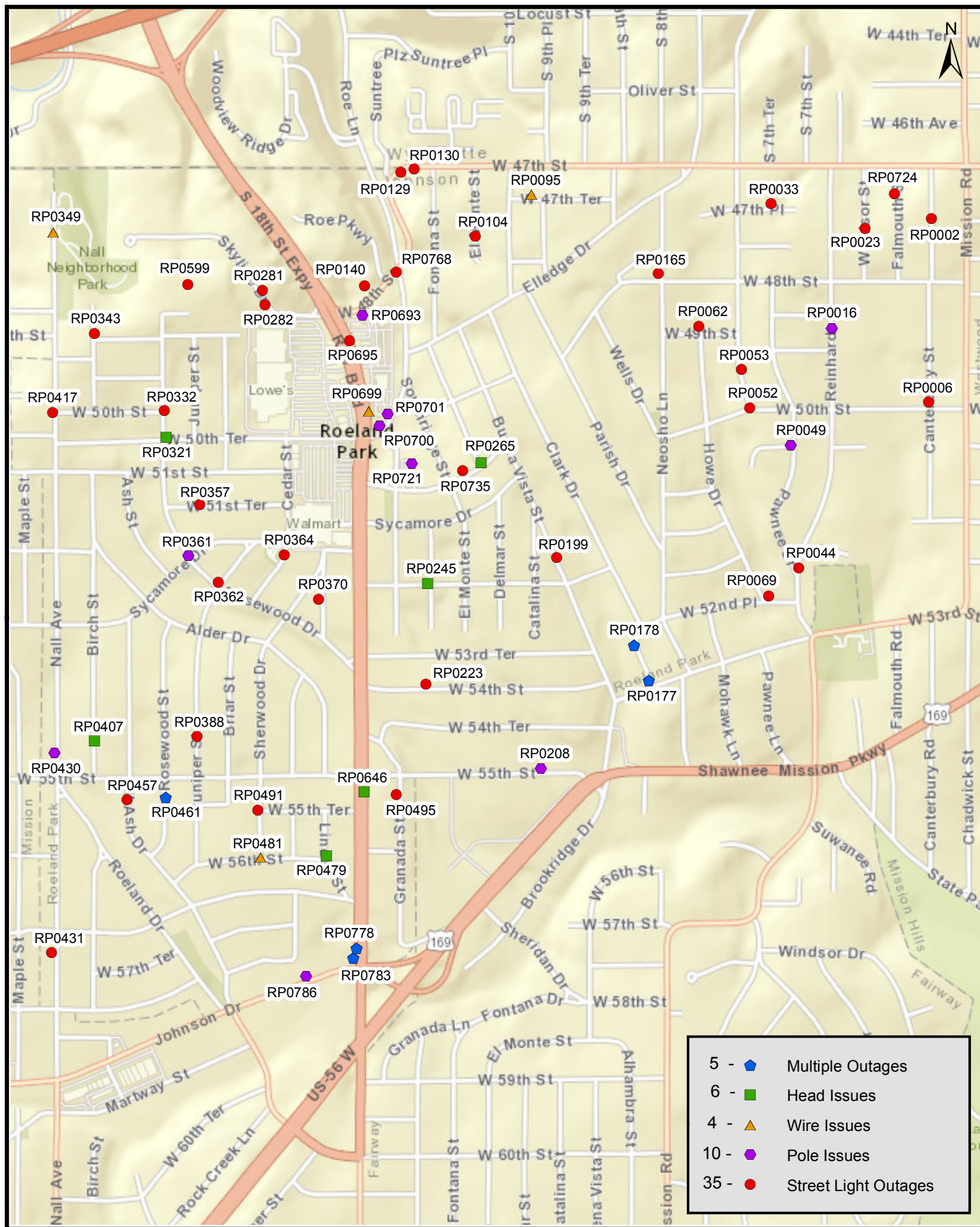
GC-47. VENUE

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

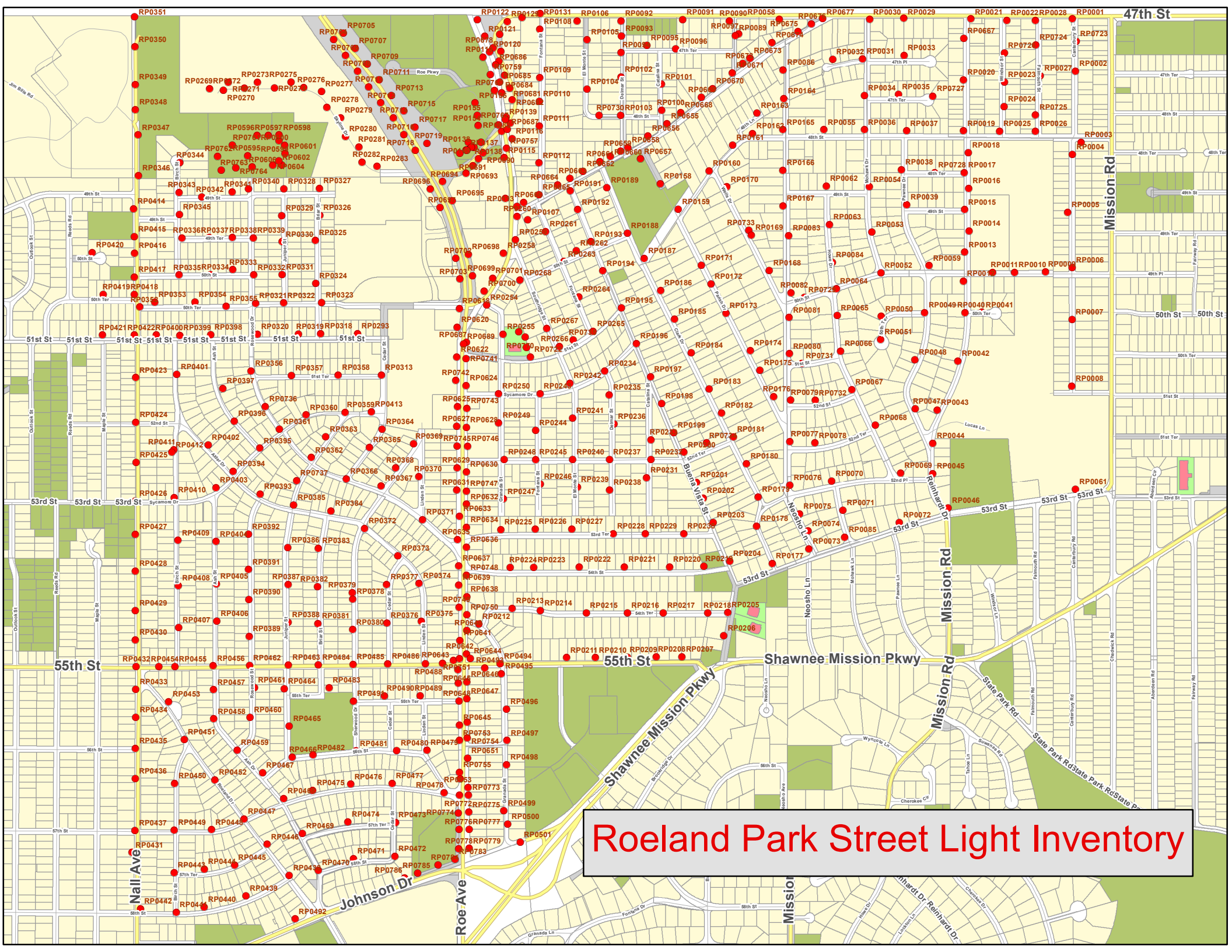
GC-48 APPOINTMENT OF SERVICE AGENT:

Kansas Statutes Annotated 16-113 requires that non-resident Contractors appoint an agent for the service of process in Kansas. The executed appointment must then be filed with the Secretary of State, Topeka, Kansas. Any successful Bidder-Contractor domiciled outside the State of Kansas must comply with these statutory requirements.

ROELAND PARK WORK ORDERS 2014-2016



0 0.125 0.25 0.5 0.75 1 Miles



Roeland Park Street Light Inventory

Item Number: Consent Agenda- II.-J.
Committee 12/19/2016
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 12/1/2016
Submitted By: Jose Leon, Director of Public Works
Committee/Department: Public Works
Title: **2017 Street Maintenance SKW Task Order 35**
Item Type: Other

Recommendation:

Staff recommends Council approve Shafer, Kline, and Warren (SKW) Task Order #35 at a cost not to exceed \$22,710.00

Details:

Staff provided a update at our November Council Workshop on our 2017 Street Maintenance approach. Staff has already identified the streets which will receive maintenance in 2017. This task order will provide SKW a notice to proceed to formalizing bid documents for surface treatments. This task order also covers construction inspection fees as well.

Staff will produce the map which has streets identified. SKW will produce the bid documents.

Financial Impact

Amount of Request: \$22,710.00	
Budgeted Item?	Budgeted Amount: \$40,000
Line Item Code/Description: 5209.300	

Additional Information

How does item relate to Strategic Plan?

Cost saving using innovative approach to street maintenance.

How does item benefit Community for all Ages?

Maintain City infrastructure to remain in good condition.

ATTACHMENTS:

Description	Type
📎 Task Order #35	Backup Material
📎 2017 Street Maintenance Map	Backup Material



Project	<u>2017 Street Maintenance</u>	Date	<u>12/1/16</u>
SKW Project No.	<u>130099-350</u>	Agreement Date	<u></u>
Client	<u>City of Roeland Park, Kansas</u>		

2017 Street Maintenance—For street chip sealing and ultra-thin bonded asphalt surface (UBAS) overlays through out the City at sites selected by City staff. Perform review of existing conditions at each site to confirm and quantify the scope of contractors work; prepare construction documents; provide bid services; and provide construction services for the work which will be let in one construction contract. Reference attached Exhibit A.

Article I - Consultants Responsibilities
Article II - Scope of Consultant Services
Article III - City's Responsibilities
Article IV - Time Schedule
Article V - Compensation
Article VI - General Provisions
Exhibit A - Map of 2017 Street Maintenance Work

None.

\$22,710.00

Client by _____ Date _____

☒ Client ☒ Project File ☒ SKW Accounting ☐ Other

TASK ORDER #35

2017 STREET MAINTENANCE

ARTICLE I CONSULTANT'S RESPONSIBILITIES

The Consultant shall either perform for or furnish to the City professional civil engineering and related services in all phases of the Project to which this Agreement applies as hereinafter provided. The Consultant shall serve as the City's prime professional Consultant on this Project.

ARTICLE II SCOPE OF CONSULTANT SERVICES

The consultant shall perform or furnish the necessary professional engineering duties and related services to provide for the design and construction for the "Project", including but not limited, to the following items:

1.0 Data Collection and Design

- 1.1 Internal kick-off and affirmation of project expectations with staff
- 1.2 Development of pavement quantities based on on-line mapping and/or existing pavement GIS data.
- 1.3 City will provide a map of locations and locations and quantities for any curb repair that is needed with the contract.
- 1.4 Prepare quantities and specifications for two separate bids, one for UBAS and one for chip seal. Plans shall include the following sheets:
 - 1.4.1 Overall Plan and Location Map (to be provided by the City).
 - 1.4.2 Quantities broken down by street (8.5" x 11" format)
 - 1.4.3 Standard Drawings, as needed
- 1.5 Prepare an estimate of probable cost detailing typical construction pay items.

2.0 Bidding Phase

Following final review by City staff and approval to proceed to bidding phase the consultant shall undertake the following bid services for two separate contract bids.

- 2.1 Provide the City a notice of bid to Contractors for publication.
- 2.2 Provide notice of bid to potential contractors via digital planroom.
- 2.3 Provide plans, bid documents, and specifications to digital planroom for potential bidders.
- 2.4 Conduct a pre-bid meeting and answer questions as addenda to the contract bid.
- 2.5 Provide to the City a Consultant's estimate and bid tab sheet.
- 2.6 Attend bid opening and check all bids for accuracy.
- 2.7 Evaluate the bidders and make recommendation of award to the City.

3.0 Construction Administration Phase

Note: The Consultant may not proceed with this phase of the Agreement until negotiations are completed with the City and until the City issues a notice to proceed.

Following review and award of construction contract by the City and after the City issues a notice to proceed with this phase, the Consultant shall proceed to provide these services:

- 3.1 Conduct a pre-construction meeting which will include the City, Contractor, Utility Companies, and any other appropriate governmental agencies such as Cities parties to an interlocal Agreement, County agencies, State and Federal agencies.
- 3.2 Serve as field liaison between the public, the Contractor, the City, the Utilities, the County, the State and the Federal agencies.
- 3.3 Document all complaints, concerns, or inquiries from any of the previously mentioned parties.
- 3.4 Submit to the City the construction observation reports. The report will identify prime and subcontractor, numbers and type of personnel and equipment on site, material deliveries, weather conditions, work accomplished, inspections and tests conducted, results of inspections and tests, nature of defects found, causes for rejection, proposed remedial action, and corrective action taken.
- 3.5 Provide periodic observation for the project to check general compliance with the plans and specifications using a field observer qualified to perform such duties (it is assumed that there will be 56 hours of field observation for the project).
- 3.6 Schedule and attend Coordination Meetings as necessary to discuss the Project with the contractor.
- 3.7 Issue necessary clarifications and interpretations of the Contract documents as appropriate to the orderly completion of the Project.
- 3.8 Recommend and prepare Change Orders to City as appropriate, and issue Field Orders authorizing minor changes in the Project not involving an adjustment in the Contract sum or an extension of Contract time.
- 3.9 Review the Contractor's monthly estimates before they are submitted to the City for payment to the Contractor.
- 3.10 Conduct a pre-final of work segments.
- 3.11 Conduct a final inspection of the total project and provide a recommendation of acceptance.
- 3.12 Coordinate with the contractor to take pre-construction photographs.
- 3.13 Keep minutes of all meetings and disperse to City representative and all other attendees within five workdays.

ARTICLE III CITY'S RESPONSIBILITIES

The City shall do the following in a timely manner:

- 1) Approve all criteria and information as to City's requirements for the Project, including objectives and constraints, performance requirements, and budgetary limitations, and furnish copies of all standard forms in use by the City relative to this Project.
- 2) Examine all written studies, reports, sketches, maps, models, proposals, and other documents presented by the Consultant and render in writing decisions thereto.
- 3) Reimburse the Consultant for the cost of additional work not included in the Scope of Consultant Services stated in this Agreement.
- 4) Give prompt written notice to the Consultant whenever the City observes or otherwise becomes aware of any development that affects the scope of services or the time schedule of the Consultant in the performance or furnishing of the required services for the Project, or any defect or non-conformance in the Consultant's services or in the work of any Contractor.

ARTICLE IV TIME SCHEDULE

The Consultant proposes to complete the scope of services of this Agreement as follows:

- 1) Preliminary Design Phase will be completed within 30 calendar days from Notice to Proceed.

- 2) Final Design will be completed within 15 calendar days from acceptance of the Preliminary Design.
- 3) Bid Phase will be completed within 30 calendar days from acceptance of the Final Design.

ARTICLE V COMPENSATION

The City agrees to pay the Consultant as maximum compensation for the scope of services in Article II and in accordance with Part C of Agreement as follows:

1.0 Data Collection and Design	=	\$8,330
2.0 Bidding	=	\$1,385
3.0 Construction Administration	=	\$12,995

The Construction Services is based on an estimated construction schedule. If the actual construction schedule is different than estimated, then the Construction Services fee shall be adjusted in accordance with the hourly rates shown in the Schedule of Salary Base Rates.

The maximum fee shall not be exceeded unless adjusted by a Change Order mutually agreed upon by the City and the Consultant.

The Change Order will be based on major changes in scope, character, delays or complexity of Project. The Change Order may provide for changes in compensation and schedule, either upward or downward.

ARTICLE VI GENERAL PROVISIONS

Times for Rendering Services: The Consultant's services and compensation under this Agreement have been agreed to in anticipation of orderly and continuous progress of the Project through completion of the Bidding Phase. Specific periods of time for rendering services are set forth in Article IV Time Schedule, in this Agreement, by which times defined services are to be completed. If such periods of time are changed through no fault of the Consultant, the rates and amounts of compensation provided for therein shall be subject to equitable adjustment

If the City fails to give prompt written authorization to proceed. Consultant shall be entitled to equitable adjustment of rates and amounts of compensations to reflect reasonable costs incurred by the Consultant as a result of the delay or changes in the various elements that comprise such rates of compensation.

Estimates: Since the Consultant has no control over the cost of labor, materials or equipment furnished by Contractors, or over competitive bidding or market conditions, the opinion of probable Project cost or construction cost are based on the experience and best judgment of the Consultant, but the Consultant cannot and does not guarantee the costs.

Quantity Errors: Negligent quantity miscalculations or omissions because of the Consultant's error shall be brought immediately to the City's attention. The Consultant shall not charge the City for the time and effort of checking and correcting the errors to the City's satisfaction.

Change in Scope: The scope of work described in Article II Scope of Services, shall be subject to modification or supplement upon the written Agreement of the City and the Consultant. At the time

of such modification of scope, equitable adjustments, agreeable to both parties, shall be made in the time of performance and the compensation to be paid for the services.

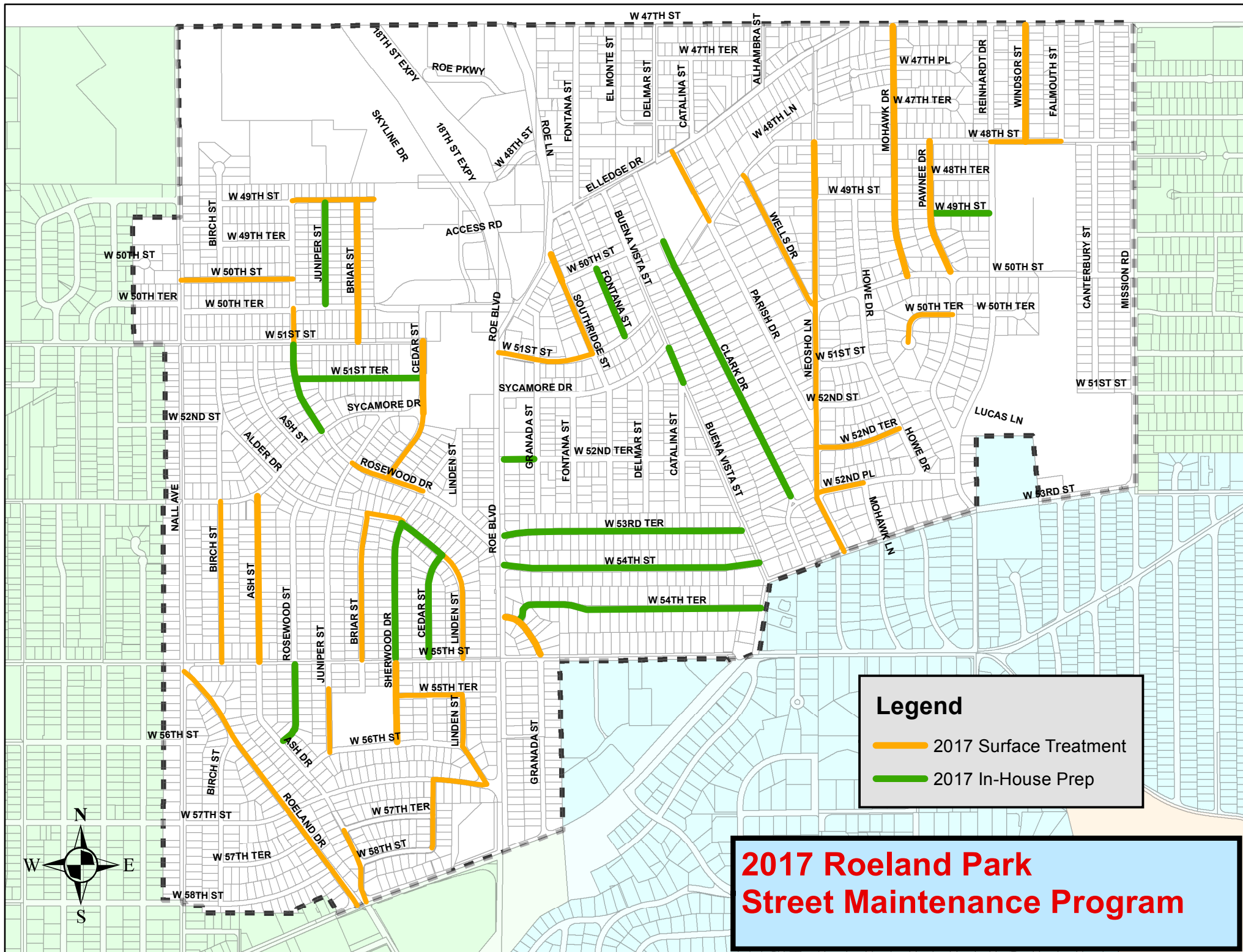
Reuse of Documents: All reports, information, data and exhibits prepared on assembled by the Engineer in connection with the performance of its services pursuant to this Agreement are confidential to the extent permitted by law, and Engineer agrees that they shall not be made available to any individual or organization without the prior consent of the City.

Attachment A: 2017 Street Preservation Map

Chip-Seal

CITY OF ROELAND PARK

CITY OF ROELAND PARK



Item Number: Mayor's Report- IV.-A.
Committee 12/19/2016
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **Diversity Proclamation (Erin Thompson and Tim Janssen)**
Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description



Diversity Proclamation

Type

Cover Memo



Proclamation

Roeland Park Is Proud of Our Inclusiveness and Diversity

WHEREAS, Roeland Park is committed to the diversity and inclusiveness of our community now and in the future will continue to strive to be perceived positively by surrounding communities for the diversity we currently possess; and

WHEREAS, people of different backgrounds can teach each other valuable ideas and expand the possibilities for neighborhood improvement and promotion and the celebration of diversity can lead to greater participation in Our Community; and

WHEREAS, communities everywhere should strive to better reflect the diversity within their region and nation and in doing so will raise people that are better equipped to engage positively with the world; and

WHEREAS, Roeland Park aspires to be a community that embraces a multi-cultural future and strives to be a model for other suburbs to emulate; and

NOW THEREFORE, I, Joel Marquardt, Mayor of the City of Roeland Park, along with members of the City Council do hereby proclaim that we will strive to appreciate and respect the diversity of Our Community with respect to ethnicity, customs, race, religion, color, sex, disability, national origin, ancestry, sexual orientation, gender identity or military status.

IN THE City of Roeland Park Kansas; and

FURTHER, I urge all residents of Roeland Park and members of the Greater Kansas City Community to attempt to not be afraid of others differences but to learn from those differences and remember that we are all human beings, friends and neighbors and deserve respect.

Seal here

JOEL MARQUARDT
Mayor

Item Number: Workshop Reports- V.-A.
Committee 12/19/2016
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 12/19/2016
Submitted By: Jennifer Jones-Lacy
Committee/Department: Admin.
Title: **Workshop and Committee Summary**
Item Type: Report

Recommendation:

Details:

See attached.

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description

📄 Workshop Committee Summary Dec. 2016

Type

Cover Memo

Council Workshop December 5, 2016

1. On Call Engineer Selection –
 - a. Jose Leon recommended the City use Larkin, Lamp Rynearson for the City Engineers beginning in 2017. They were recommended by an interview panel that consisted of city staff, council members plus an engineer from the City of Overland Park. The item was moved to consent agenda on 12/19.
2. Amendment to Salt Dome Agreement –
 - a. Mr. Moody explained that the amendment was for an asphalt apron at the base of the dome and that the cost of \$11,848 would be Roeland Park's share of the expense. The total cost would be split 50/50 with Fairway. The item was moved to consent agenda on 12/19.
3. Mowing contract extension –
 - a. The Council agreed to move the contract extension for mowing city owned properties with Next to Nature to the consent agenda on 12/19.
4. Streetlight maintenance extension –
 - a. Council agreed to move the contract extension for streetlight maintenance with Black & McDonald to the consent agenda on 12/19 with a 1.5% price increase from 2016.
5. 2017 Street Maintenance Task Order with SKW –
 - a. Jose stated the task order would allow SKW to formalize bid documents for 2017 street surface treatments. Council agreed to move the item to consent agenda for 12/19.
6. Set Topics for Community Forum Monday, January 23rd –
 - a. The governing body decided that the January forum should be on branding and the tax lid presentation previously presented at a Council workshop. The April forum would be Ward 1.
7. October Financials –
 - a. Ms. Jones-Lacy presented the October financials. Revenues are strong in most categories with the exception of franchise fees which continue to underperform primarily due to lower natural gas receipts. In addition, license and permit revenue is lower than anticipated due to few business license renewals. Overall revenues collected in the general fund are about 10% higher than projected expectations and expenditures are 13% lower than projected expectations for the year.
8. 2016 Budget Amendment –
 - a. Council set the public hearing for the 2016 budget amendment to the Council meeting on 12/19 which was heard earlier this evening.
9. Committee Appointments and Reappointments –
 - a. The item was moved to new business for the 12/19 Council meeting.

10. Changes to Type 1 Special Event terms –

- a. Ms. Jones-Lacy presented the recommendation made by the Planning Commission regarding changes to type 1 special event terms which included allowing unlimited signs during special events which could be held up to 31 days and up to four nonconsecutive times per year. The Council said they wanted to include stricter limitations on the size of signs, possibly the quantity and the location. They requested that she check with the churches and schools in town to see what events they hold that would require outdoor signage and what those needs are.

11. Sale vs. Lease of City Property –

- a. The Council agreed that selling the upper portion of the caves site and leasing the lower portion was preferable. They also said they would be open to selling or leasing the site at the northeast cloverleaf.

12. Ad Hoc Development Committee Renewal –

- a. The council discussed the renewal of the committee with all existing members stating they would like to stay on the committee and Councilmember McNeil expressing her interest as well. The item will be heard at the Council meeting on 12/19.

Ad Hoc Development Committee Summary

Wednesday, November 30th.

Old Pool Site

a. Sunflower Development

- i. Request for CID – Sunflower would like clarification of terms, to keep the ball rolling toward a purchase/sale agreement
- ii. Committee considering recommending 1% sales tax CID to be placed on entire site for 20-year period (assumptions: 90-room hotel, 365 days, \$110 avg. daily rate= approx. \$2,500,000 ann. Hotel revenue / \$25,000 CID revenue)
- iii. CBC to work with SKW to price access-road, including: left-in/left-out on Roe
- iv. Sunflower feasibility study in verification stage; CBC setting up time for Sunflower to present to committee

b. Twin Peaks as possible restaurant at site

- i. After brief discussion, committee encouraged CBC to continue discussions with local independent establishments.

NE Johnson Drive and Roe

- a. CBC presented overview report/action plan for moving forward with site (attached)

Ad Hoc Term ends 12/31/16

Attached is a presentation from Jason Glasrud with CBC on the NE Cloverleaf property.

1% Art on Commerce Site and other developments

- a. Committee's recommendation remains to look at all sites as whole (Commerce, NE Gateway & Caves/Old Pool Site) and create cohesive art/gateway element plan. Will be reaching out to Art Committee to coordinate efforts.

Branding Committee

To date, the Branding Committee has completed and approved the qualitative research collection and report, the new positioning statement, and creative brief for the artist submissions. We received 48 individual submissions from artists from Benedictine College, as well as residents of Roeland Park, and are in the process of selecting and revising the top 3-5 options to present to the council. In addition, student-submitted PR and marketing plans for the brand's launch are being reviewed and compiled.

Item Number: Unfinished Business- VII.-A.
Committee 12/19/2016
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 12/16/2016
Submitted By: Jose Leon, Director of Public Works
Committee/Department: Public Works
Title: **2017-2019 Tree Service Bid Review**
Item Type: Agreement

Recommendation:

Staff recommends for Council to approve the 2017-2019 Tree Services Agreement with Custom Tree Care.

Details:

Staff discussed the need for a tree contractor for the City to have as a resource in emergency forestry (tree) issues and other items by which the City does not have the resources to perform the necessary action. Staff received 3 bids for these services:

- Arboles Tree Trimming
- Custom Tree Care
- Arbor Masters

After Staff's due diligence, staff recommends Custom Tree Care to be our contractor for the year 2017-2019. Per the overall bid, Custom Tree Care is the lowest bidder. Custom has performed well in other City abatement work in Roeland Park and staff believes Custom will continue to work well for Roeland Park as part of this agreement.

Financial Impact

Amount of Request: 0	
Budgeted Item?	Budgeted Amount: \$15,000

Additional Information

Once these documents have gone through legal approval, staff will finalize the documents for signatures.

How does item relate to Strategic Plan?

Cost savings using competitive bid process and minimizing staff time.

How does item benefit Community for all Ages?

Assist in providing a safe and healthy environment for whole community.

ATTACHMENTS:

Description	Type
☐ Custom Tree Care Bid	Backup Material
☐ Arboles Bid	Backup Material
☐ Arbor Masters Bid	Backup Material

CITY OF ROELAND PARK, KANSAS

NOTICE TO BIDDERS

Sealed bids for 2017-2019 ROELAND PARK TREE SERVICES will be received by the City of Roeland Park, at the office of The City Clerk, City Hall, Roeland Park, Kansas 66205, until 1:30 p.m. local time on December 15, 2016. At the time all sealed bids will be transferred to the City Council Chamber, City Hall, where they will be publicly opened and read aloud.

Any bid received after the designated closing time will be returned unopened. All bids shall be submitted in sealed envelopes addressed to the City Clerk of Roeland Park, Kansas, and marked "2017-2019 ROELAND PARK TREE SERVICES". Any questions regarding the agreement or bid documents should be directed to Carl Wisdom or Jose Leon of Roeland Park Public Works, 913-722-2600.

CONTRACTORS SHOULD READ AND BE FULLY FAMILIAR WITH ALL CONTRACT DOCUMENTS BEFORE SUBMITTING A BID. IN SUBMITTING A BID, THE BIDDER WARRANTS THAT HE HAS READ THE CONTRACT DOCUMENTS AND IS FULLY FAMILIAR THEREWITH AND THAT HE HAS VISITED THE SITE OF THE WORK TO FULLY INFORM HIMSELF AS TO ALL EXISTING CONDITIONS AND LIMITATIONS AND SHALL INCLUDE IN HIS BID A SUM TO COVER THE COST OF ALL ITEMS OF THE WORK.

Should a bidder find "defects" as defined in this agreement they should bring them to the same to the attention of City. Changes necessitated thereby shall be in the form of addenda issued by the Public Works Director.

All bidders shall verify that they have considered all written addenda. The City shall be responsible for oral instructions. Any written addenda issued during the time of bidding shall be covered and included in the bid.

There will be no clarifications or exceptions allowed on bid. Bids are for a total package, total contract price. Bids shall be made upon the form provided, in ink or typewritten. Numbers shall be stated both in writing and in figures; the signature shall be long hand; and the complete form shall be without alteration or erasure. On alternate items for which a bid is not submitted, a written indication of "no bid" on the bid is required. No oral, telegraphic, facsimile or telephonic bids or alterations will be considered.

The following items must be included in the sealed envelope with the bid: a. Bid N-2 b. 5% Bid Security—Bid Bond, Cashier's Check or Certified Check (See Below) Each bidder shall file with his bid, a cashier's check or a certified check drawn on any acceptable bank, made payable to the City of Roeland Park, Kansas, in the amount of not less than five percent (5%) of the total bid, which shall be retained by the City of Roeland Park until a Contract for the project has been executed. Bid bonds will be returned to the unsuccessful bidders, with the exception of the second qualifying bidder, at such time as their bids are rejected. The bid deposit of the successful bidder and the second qualifying bidder will be returned when satisfactory bonds in the amount equal to the 100% of the Contract amount, required insurance certificates and other required documents shall have been furnished and the Contract Documents have been executed. In the event the successful bidder is unable to execute the Contract, for whatever reason, the City may exercise its legal prerogatives, including, but not limited to, enforcement of its rights as to the bid security.

Non-resident Corporations that are not already registered with the Kansas Secretary of State, and all nonresident individuals and partnerships are required by law to register with the Director of Revenue, State Office Building, Topeka, Kansas, and pay a fee of Ten Dollars (\$10.00) for each and every contract as precedent to commencing work on the Contract. For contracts in excess of Ten Thousand Dollars (\$10,000) the Non-resident Corporations shall file with the Director of Revenue an acceptable bond in the amount of ten percent (10%) of the Contract.

**CITY OF ROELAND PARK, KANSAS
KELLEY BOHON, CITY CLERK**

AGREEMENT FOR TREE SERVICES

This Agreement, made this _____ day of _____, _____, by and between _____, hereinafter referred to as Contractor, and the CITY OF ROELAND PARK, KANSAS, hereinafter referred to as City, shall be in full force and effect during calendar years 2017 through 2019 with the following terms and conditions.

The Contractor proposes and agrees to provide all necessary machinery, tools, and equipment; and to do all the work specified in these documents of the agreement in the manner herein prescribed and according to the requirements of the City as herein set forth.

This document will be the only executed agreement. Any additions or changes must be added as a written supplement to this agreement at time of proposal. City Council must approve each year the terms of this agreement based on the budgetary allowance.

1.0 Service Specifications

- 1.1 The Contractor shall designate one person who is a licensed arborist that is responsible for the supervision of all work being performed. This person shall be thoroughly familiar with the specified requirements and the methods needed for the proper performance of the work and who shall direct all work performed.
- 1.2 The Contractor shall assign one person who shall serve as the main contact for the City for purposes of scheduling inspections, emergencies, and maintaining communication. The Contractor will supply a direct contact name, phone number and email and will notify the City if this contact information changes during the Contract period .
- 1.3 The City will inspect the work on a regular basis and report to the Contractor's supervisor any problems.
- 1.4 The Contractor will immediately report to the City supervisor any problems or hazards that are observed during the course of the work.
- 1.5 The Contractor will use proper equipment and tools for the work. All equipment and tools will be in near-original working and sanitized condition to prevent the spread of tree diseases.
- 1.6 The DBH will mean the diameter of the tree measured at a height of five feet from the ground.
- 1.7 The Contractor will take all safety precautions to protect the workers and the general public. Traffic control signs and other markings will be in accordance with the latest Manual of Uniform Traffic Control Devices (MUTCD) as published by the Federal Highway Administration. Failure to provide proper traffic controls will result in work being stopped until the requirements are met.
- 1.8 The Contractor is required to have a valid City of Roeland Park Non-Domicile Business License while under contract with the City. License and information can be obtained at City Hall offices located at 4600 W. 51st Street.

- 1.9 The City, in accordance with City Purchase Policy Section IV-D will retain the right to obtain competitive pricing on any singular item costing more than \$10,000.
- 1.10 The Contractor is admonished that their employees will be properly attired, refrain from abusive language, refrain from improper behavior, and be aware that they are representing the City.

2.0 General

- 2.1 This signed agreement will be the authorization for the Contractor to provide the described services as requested by the City.
- 2.2 Carl Wisdom, City Forester, at phone-(913)602-9362, fax-(913)236-4337 Email-cwisdom@roelandpark.org, will be the City coordinator for the Contractor for providing any service and responding to any special needs.
- 2.3 All work performed by the Contractor will be of acceptable workmanlike quality and installation normally associated with this trade and shall occur to the satisfaction of the City before payment will be made by the City to the Contractor.
- 2.4 All invoices should be grouped by location, with a copy of the service report attached, and are to be sent to Public Works Department, 4600 W. 51st Street, Roeland Park, KS 66205.
- 2.5 Invoices shall be submitted for payment within sixty days of completion of work.
- 2.6 Insurance:
- A. The Contractor shall procure and maintain, at its expense, the following insurance coverage: (a) Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit; (b) Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and (c) Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles.
 - B. All property damaged shall be restored or replaced to a condition immediately prior to the time of damage, and to the satisfaction of the City.
 - C. All loss or damage arising out of the nature of the work to be done, or from the action of the elements, or from floods or overflows, or from ground water, or from unusual obstructions or difficulties, or any other natural or existing circumstances either known or unforeseen, which may be encountered in the prosecution of the said work shall be sustained and borne by the Contractor at its own cost and expense.
 - D. The City shall be a named insured on such policies. Satisfactory certificates of insurance shall be filed with the City prior to starting any construction work on this Contract. The certificates shall state that thirty (30) days written notice will be given to the City before any policy coverage thereby is changed or canceled.

- 2.7 It is the express intent of the parties that this Contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
- 2.8 This Agreement is for the period of January 1, 2017 through December 31, 2019. Either party may terminate this agreement by giving sixty (60) days prior written notice to the other party.
- 2.9 The Contractor will commence work within ten (10) calendar days from and after receiving instructions from the City.
- 2.10 To the fullest extent permitted by law, with respect to the performance of its obligations in this Contract or implied by law, and whether performed by Contractor or any permitted subcontractors hired by Contractor, the Contractor agrees to indemnify City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent acts, errors, or omissions of the Contractor or its subcontractors, to the extent and in proportion to the comparative degree of fault of the Contractor and its subcontractors. Contractor shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim to the extent and in proportion to the comparative degree of fault of the Contractor and its subcontractors
- 2.11 Applicable Laws and Permits:
- A. The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times. This compliance includes, but is not limited to, any quarantines in place at time of work, removal or movement of product associated with this contract.
 - B. Pursuant to K.S.A. No. 16-113, if the Contractor does not have a resident agent in the State of Kansas, it shall execute and file "Certificate of Appointment of Process of Agent" with the Clerk of the District Court at the Johnson County, Kansas Courthouse. These forms may be obtained at the Office of the Clerk of the District Court. After execution of the documents, it shall be filed with the Clerk of the District Court. Contractor shall be responsible for the filing fee. This certificate is pursuant to the General Statutes of Kansas, and shall be filed prior to the formal execution of the Contract Documents. Failure to comply with these requirements shall disqualify the Contractor for the awarding of this Contract.

- 2.12 The Contractor warrants to the City that any materials furnished under this Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.
- 2.13 The Contractor may not use any subcontractors without the prior written consent of the City, which may be withheld for any reason at the City's discretion.
- 2.14 If, on account of a continued default or breach by either party of such party's obligations under the terms of this agreement after any notice and opportunity to cure as may be required hereunder, it shall be necessary for the other party to employ one or more attorneys to enforce or defend any of such other party's rights or remedies hereunder, then, in such event, any reasonable amounts incurred by such other party, including but not limited to attorneys' fees, experts' fees and all costs, shall be paid by the breaching or defaulting party.
- 2.15 This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the City.
- 2.16 This Contract shall be governed by and interpreted in accordance with the laws of the State of Kansas. Venue for all actions relating to this contract shall be in the District Court of Johnson County, Kansas.

3.0 **Work Hours**

- 3.1 The City authorizes non-emergency work to be performed between 7:00am through 4:00pm weekdays.
- 3.2 The City will provide the Contractor with a door hanger to be placed on each residence where the tree work will occur in the next 24 hours. The Contractor shall notify the City supervisor on a daily basis of where tree work will occur. The Contractor shall communicate immediately any changes in work schedule to the City supervisor.
- 3.3 The Contractor shall obtain prior approval from the City before scheduling any work outside the normal working hours.

4.0 **Tree Removal**

- 4.1 The Contractor will cut and remove the trees and stumps as listed on work order within 30 days of date of the written request by the City. Those trees listed as dangerous will be removed within 72 hours.

- 4.2 The stump will be ground to 18 inches below ground level and level with the surrounding ground. All grindings will be removed.
- 4.3 The stump hole will be filled with six inches of compacted topsoil and twelve inches of compacted subsoil. The topsoil must be compacted to prevent any settling below former ground level. No seeding is required.
- 4.4 Disposal of all debris removed from the work site is the responsibility of the Contractor and must be disposed of in a proper manner.

5.0 **Tree Spraying**

- 5.1 Upon request, the Contractor will provide spraying of trees for disease or pests.
- 5.2 The Contractor will have a licensed pesticide applicator performing the spraying work.
- 5.3 The City must approve the chemicals being used before any applications.
- 5.4 The Contractor will take all safety precautions and issue all warnings as required by local, state, or federal specifications.
- 5.5 The Contractor will identify the chemicals and will provide a Material Safety Data Sheet for all chemicals used.

6.0 **Emergency Service**

- 6.1 The Contractor will be available 24 hours per day and seven days per week during the life of this contract for tree services as specified herein.
- 6.2 The Contractor must be able to respond within four hours for emergency tree removal, tree trimming and tree debris removal. A telephone number and/or a pager number will be provided to the City.
- 6.3 The Contractor will have available for their use for tree removal a brush chippers, bed grinders, bucket trucks, log trucks with loader device, skid loaders, and tractor trailer trucks. All equipment rates will include operator, fuel, repairs and maintenance.
- 6.4 A list of Emergency Equipment as detailed in the Fee Schedule should be attached to the bid, listing out each equipment type and the number of units that the Contractor owns. You may also add any other major equipment owned by the Contractor that relates to Tree Emergency Services. Also list all certified arborists employed by the Contractor.

7.0 **Non Discrimination**

- 7.1 Contractor shall observe the provisions of the Kansas Act Against Discrimination ***and Chapter 5, Article 12 of the Code of the City of Roeland Park, Kansas***, and shall not discriminate against any person in the performance of work under this Agreement because of race, religion, color, sex, disability, national origin, ancestry, ***familial status, sexual orientation, gender identity or military status***. In all solicitations or advertisements

for employees, Contractor shall include the phrase "Equal Opportunity Employer" or a similar phrase approved by the Kansas Human Rights Commission.

- 7.2 If Contractor fails to comply with the manner in which Contractor reports to the Kansas Human Rights Commission in accordance with the Provisions of K.S.A. 44-1031 and amendments thereto, Contractor shall be deemed to have breached this Agreement and the Agreement may be cancelled, terminated, or suspended, in whole or in part by CITY.
- 7.3 If Contractor is found guilty of violation of the Kansas Act Against Discrimination under decision or order of the Kansas Human Rights Commission which has become final, ***or found guilty of a violation of Chapter 5, Article 12 of the Code of the City of Roeland Park, Kansas***, Contractor shall be deemed to have breached the Agreement and this Agreement may be canceled, terminated or suspended in whole or in part by CITY.
- 7.4 Contractor shall include provisions comparable to paragraph 1, 2, 3, and this paragraph in every subcontract and purchase order so that such provisions will be binding upon each such subcontractor or vender.
- 7.5 Notwithstanding anything expressed or implied elsewhere in this AGREEMENT, if CITY exercises any of its rights under the provisions of the preceding four paragraphs, Contractor shall have no right to recompense or additional payments by reason of such action by CITY.

8.0 Fee Schedule

		2017	2017	2018	2018	2019	2019
DESCRIPTION	UNITS	Regular Unit Price	Emergency Unit Price	Regular Unit Price	Emergency Unit Price	Regular Unit Price	Emergency Unit Price
Removal on Arterial or Collector Streets (Includes labor & all equipment)							
DBH 0 to 12 inches	EA	125	125	125	125	125	125
DBH 13 to 24 inches	EA	450	450	450	450	450	450
DBH 25 to 36 inches	EA	925	925	925	925	925	925
DBH 37 to 48 inches	EA	1,275	1,275	1,275	1,275	1,275	1,275
DBH 49 to 60 inches	EA	1,650	1,650	1,650	1,650	1,650	1,650
Removal on Local Streets and City Properties (Includes labor & all equipment)							
DBH 0 to 12 inches	EA	125	125	125	125	125	125
DBH 13 to 24 inches	EA	450	450	450	450	450	450
DBH 25 to 36 inches	EA	925	925	925	925	925	925
DBH 37 to 48 inches	EA	1,275	1,275	1,275	1,275	1,275	1,275
DBH 49 to 60 inches	EA	1,650	1,650	1,650	1,650	1,650	1,650
Rental Equipment (non-tree removal work, incl. operator and vehicle)							
Bucket Truck	HR	125	125	125	125	125	125
Tree Spade 44"-80" diameterhole	HR	95	95	95	95	95	95
Misc.							
Spraying trees (Includes labor & equip.)	GAL	275	275	275	275	275	275
Tree trimming (Includes labor & equip.)	HR	185	185	185	185	185	185
Arborist Inspection Services (Includes labor & equip.)	EA INSP.	75	75	75	75	75	75

9.0 **References***See attached*

9.1 The Contractor will provide three (3) local references of comparable work from the last twelve (12) months.

Company: _____ Contact: _____

Phone #: _____ Email: _____

Brief Description on Work: _____

Company: _____ Contact: _____

Phone #: _____ Email: _____

Brief Description on Work: _____

Company: _____ Contact: _____

Phone #: _____ Email: _____

Brief Description of Work: _____

Contractor Contact: CORAG GATHERS

ATTEST:

Company Name: CUSTOM TREE CARE, INC.

/s/ _____

Address: 3722 SW SPRING CREEK LN.

Kelley Bohon, City Clerk Date

TOPEKA, KS 66610

Telephone Number: 785-478-9805

/s/ _____

Neil Shortlidge, City Attorney Date

Fax Number: 785-478-4195

Email: ggathers@customtreecare.com

/s/ [Signature] 12/7/16

/s/ _____

Contractor Agent

Date

Joel Marquardt, Mayor

Date

CITY OF ROELAND PARK, KANSAS

NOTICE TO BIDDERS

Sealed bids for 2017-2019 ROELAND PARK TREE SERVICES will be received by the City of Roeland Park, at the office of The City Clerk, City Hall, Roeland Park, Kansas 66205, until **1:30 p.m.** local time on **December 15, 2016**. At the time all sealed bids will be transferred to the City Council Chamber, City Hall, where they will be publicly opened and read aloud.

Any bid received after the designated closing time will be returned unopened. All bids shall be submitted in sealed envelopes addressed to the City Clerk of Roeland Park, Kansas, and marked "2017-2019 ROELAND PARK TREE SERVICES". Any questions regarding the agreement or bid documents should be directed to Carl Wisdom or Jose Leon of Roeland Park Public Works, 913-722-2600.

CONTRACTORS SHOULD READ AND BE FULLY FAMILIAR WITH ALL CONTRACT DOCUMENTS BEFORE SUBMITTING A BID. IN SUBMITTING A BID, THE BIDDER WARRANTS THAT HE HAS READ THE CONTRACT DOCUMENTS AND IS FULLY FAMILIAR THEREWITH AND THAT HE HAS VISITED THE SITE OF THE WORK TO FULLY INFORM HIMSELF AS TO ALL EXISTING CONDITIONS AND LIMITATIONS AND SHALL INCLUDE IN HIS BID A SUM TO COVER THE COST OF ALL ITEMS OF THE WORK.

Should a bidder find "defects" as defined in this agreement they should bring them to the same to the attention of City. Changes necessitated thereby shall be in the form of addenda issued by the Public Works Director.

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There will be no clarifications or exceptions allowed on bid. Bids are for a total package, total contract price. Bids shall be made upon the form provided, in ink or typewritten. Numbers shall be stated both in writing and in figures; the signature shall be long hand; and the complete form shall be without alteration or erasure. On alternate items for which a bid is not submitted, a written indication of "no bid" on the bid is required. No oral, telegraphic, facsimile or telephonic bids or alterations will be considered.

The following items must be included in the sealed envelope with the bid: a. Bid N-2 b. 5% Bid Security—Bid Bond, Cashier's Check or Certified Check (See Below) Each bidder shall file with his bid, a cashier's check or a certified check drawn on any acceptable bank, made payable to the City of Roeland Park, Kansas, in the amount of not less than five percent (5%) of the total bid, which shall be retained by the City of Roeland Park until a Contract for the project has been executed. Bid bonds will be returned to the unsuccessful bidders, with the exception of the second qualifying bidder, at such time as their bids are rejected. The bid deposit of the successful bidder and the second qualifying bidder will be returned when satisfactory bonds in the amount equal to the 100% of the Contract amount, required insurance certificates and other required documents shall have been furnished and the Contract Documents have been executed. In the event the successful bidder is unable to execute the Contract, for whatever reason, the City may exercise its legal prerogatives, including, but not limited to, enforcement of its rights as to the bid security.

Non-resident Corporations that are not already registered with the Kansas Secretary of State, and all nonresident individuals and partnerships are required by law to register with the Director of Revenue, State Office Building, Topeka, Kansas, and pay a fee of Ten Dollars (\$10.00) for each and every contract as precedent to commencing work on the Contract. For contracts in excess of Ten Thousand Dollars (\$10,000) the Non-resident Corporations shall file with the Director of Revenue an acceptable bond in the amount of ten percent (10%) of the Contract.

**CITY OF ROELAND PARK, KANSAS
KELLEY BOHON, CITY CLERK**

AGREEMENT FOR TREE SERVICES

This Agreement, made this 15 day of December, 2016, by and between Arboles Tree Trimming LLC, hereinafter referred to as Contractor, and the CITY OF ROELAND PARK, KANSAS, hereinafter referred to as City, shall be in full force and effect during calendar years 2017 through 2019 with the following terms and conditions.

The Contractor proposes and agrees to provide all necessary machinery, tools, and equipment; and to do all the work specified in these documents of the agreement in the manner herein prescribed and according to the requirements of the City as herein set forth.

This document will be the only executed agreement. Any additions or changes must be added as a written supplement to this agreement at time of proposal. City Council must approve each year the terms of this agreement based on the budgetary allowance.

1.0 Service Specifications

- 1.1 The Contractor shall designate one person who is a licensed arborist that is responsible for the supervision of all work being performed. This person shall be thoroughly familiar with the specified requirements and the methods needed for the proper performance of the work and who shall direct all work performed.
- 1.2 The Contractor shall assign one person who shall serve as the main contact for the City for purposes of scheduling inspections, emergencies, and maintaining communication. The Contractor will supply a direct contact name, phone number and email and will notify the City if this contact information changes during the Contract period.
- 1.3 The City will inspect the work on a regular basis and report to the Contractor's supervisor any problems.
- 1.4 The Contractor will immediately report to the City supervisor any problems or hazards that are observed during the course of the work.
- 1.5 The Contractor will use proper equipment and tools for the work. All equipment and tools will be in near-original working and sanitized condition to prevent the spread of tree diseases.
- 1.6 The DBH will mean the diameter of the tree measured at a height of five feet from the ground.
- 1.7 The Contractor will take all safety precautions to protect the workers and the general public. Traffic control signs and other markings will be in accordance with the latest Manual of Uniform Traffic Control Devices (MUTCD) as published by the Federal Highway Administration. Failure to provide proper traffic controls will result in work being stopped until the requirements are met.
- 1.8 The Contractor is required to have a valid City of Roeland Park Non-Domicile Business License while under contract with the City. License and information can be obtained at City Hall offices located at 4600 W. 51st Street.

- 1.9 The City, in accordance with City Purchase Policy Section IV-D will retain the right to obtain competitive pricing on any singular item costing more than \$10,000.
- 1.10 The Contractor is admonished that their employees will be properly attired, refrain from abusive language, refrain from improper behavior, and be aware that they are representing the City.

2.0 General

- 2.1 This signed agreement will be the authorization for the Contractor to provide the described services as requested by the City.
- 2.2 Carl Wisdom, City Forester, at phone-(913)602-9362, fax-(913)236-4337 Email-cwisdom@roelandpark.org, will be the City coordinator for the Contractor for providing any service and responding to any special needs.
- 2.3 All work performed by the Contractor will be of acceptable workmanlike quality and installation normally associated with this trade and shall occur to the satisfaction of the City before payment will be made by the City to the Contractor.
- 2.4 All invoices should be grouped by location, with a copy of the service report attached, and are to be sent to Public Works Department, 4600 W. 51st Street, Roeland Park, KS 66205.
- 2.5 Invoices shall be submitted for payment within sixty days of completion of work.
- 2.6 Insurance:
- A. The Contractor shall procure and maintain, at its expense, the following insurance coverage: (a) Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit; (b) Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and (c) Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles.
 - B. All property damaged shall be restored or replaced to a condition immediately prior to the time of damage, and to the satisfaction of the City.
 - C. All loss or damage arising out of the nature of the work to be done, or from the action of the elements, or from floods or overflows, or from ground water, or from unusual obstructions or difficulties, or any other natural or existing circumstances either known or unforeseen, which may be encountered in the prosecution of the said work shall be sustained and borne by the Contractor at its own cost and expense.
 - D. The City shall be a named insured on such policies. Satisfactory certificates of insurance shall be filed with the City prior to starting any construction work on this Contract. The certificates shall state that thirty (30) days written notice will be given to the City before any policy coverage thereby is changed or canceled.

- 2.7 It is the express intent of the parties that this Contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
- 2.8 This Agreement is for the period of January 1, 2017 through December 31, 2019. Either party may terminate this agreement by giving sixty (60) days prior written notice to the other party.
- 2.9 The Contractor will commence work within ten (10) calendar days from and after receiving instructions from the City.
- 2.10 To the fullest extent permitted by law, with respect to the performance of its obligations in this Contract or implied by law, and whether performed by Contractor or any permitted subcontractors hired by Contractor, the Contractor agrees to indemnify City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent acts, errors, or omissions of the Contractor or its subcontractors, to the extent and in proportion to the comparative degree of fault of the Contractor and its subcontractors. Contractor shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim to the extent and in proportion to the comparative degree of fault of the Contractor and its subcontractors
- 2.11 Applicable Laws and Permits:
- A. The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times. This compliance includes, but is not limited to, any quarantines in place at time of work, removal or movement of product associated with this contract.
 - B. Pursuant to K.S.A. No. 16-113, if the Contractor does not have a resident agent in the State of Kansas, it shall execute and file "Certificate of Appointment of Process of Agent" with the Clerk of the District Court at the Johnson County, Kansas Courthouse. These forms may be obtained at the Office of the Clerk of the District Court. After execution of the documents, it shall be filed with the Clerk of the District Court. Contractor shall be responsible for the filing fee. This certificate is pursuant to the General Statutes of Kansas, and shall be filed prior to the formal execution of the Contract Documents. Failure to comply with these requirements shall disqualify the Contractor for the awarding of this Contract.

- 2.12 The Contractor warrants to the City that any materials furnished under this Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.
- 2.13 The Contractor may not use any subcontractors without the prior written consent of the City, which may be withheld for any reason at the City's discretion.
- 2.14 If, on account of a continued default or breach by either party of such party's obligations under the terms of this agreement after any notice and opportunity to cure as may be required hereunder, it shall be necessary for the other party to employ one or more attorneys to enforce or defend any of such other party's rights or remedies hereunder, then, in such event, any reasonable amounts incurred by such other party, including but not limited to attorneys' fees, experts' fees and all costs, shall be paid by the breaching or defaulting party.
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- 6.4 A list of Emergency Equipment as detailed in the Fee Schedule should be attached to the bid, listing out each equipment type and the number of units that the Contractor owns. You may also add any other major equipment owned by the Contractor that relates to Tree Emergency Services. Also list all certified arborists employed by the Contractor.

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for employees, Contractor shall include the phrase "Equal Opportunity Employer" or a similar phrase approved by the Kansas Human Rights Commission.

- 7.2 If Contractor fails to comply with the manner in which Contractor reports to the Kansas Human Rights Commission in accordance with the Provisions of K.S.A. 44-1031 and amendments thereto, Contractor shall be deemed to have breached this Agreement and the Agreement may be cancelled, terminated, or suspended, in whole or in part by CITY.
- 7.3 If Contractor is found guilty of violation of the Kansas Act Against Discrimination under decision or order of the Kansas Human Rights Commission which has become final, ***or found guilty of a violation of Chapter 5, Article 12 of the Code of the City of Roeland Park, Kansas,*** Contractor shall be deemed to have breached the Agreement and this Agreement may be canceled, terminated or suspended in whole or in part by CITY.
- 7.4 Contractor shall include provisions comparable to paragraph 1, 2, 3, and this paragraph in every subcontract and purchase order so that such provisions will be binding upon each such subcontractor or vender.
- 7.5 Notwithstanding anything expressed or implied elsewhere in this AGREEMENT, if CITY exercises any of its rights under the provisions of the preceding four paragraphs, Contractor shall have no right to recompense or additional payments by reason of such action by CITY.

8.0 Fee Schedule

		2017	2017	2018	2018	2019	2019
DESCRIPTION	UNITS	Regular Unit Price	Emergency Unit Price	Regular Unit Price	Emergency Unit Price	Regular Unit Price	Emergency Unit Price
Removal on Arterial or Collector Streets (Includes labor & all equipment)							
DBH 0 to 12 inches	EA	\$175.00	\$450.00	\$275.00	\$650	\$375.00	\$850.00
DBH 13 to 24 inches	EA	\$350.00	\$800.00	\$450.00	\$1000.00	\$550.00	\$1200.00
DBH 25 to 36 inches	EA	\$550.00	\$1200.00	\$650.00	\$1500.00	\$750.00	\$1700.00
DBH 37 to 48 inches	EA	\$950.00	\$1800.00	\$1050.00	\$2000.00	\$1150.00	\$2200.00
DBH 49 to 60 inches	EA	\$1450.00	\$2600.00	\$1550.00	\$2800.00	\$1650	\$3000.00
Removal on Local Streets and City Properties (Includes labor & all equipment)							
DBH 0 to 12 inches	EA	175.00	\$450.00	\$275.00	\$650.00	\$375.00	\$850.00
DBH 13 to 24 inches	EA	\$350.00	\$800.00	\$450.00	\$1000.00	\$550.00	\$1200.00
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Tree Spade 44"-80" diameter hole	HR						
Misc.							
Spraying trees (Includes labor & equip.)	GAL						
Tree trimming (Includes labor & equip.)	HR	\$300.00	\$650.00	\$350.00	\$700.00	\$400	\$750.00
Arborist Inspection Services (Includes labor & equip.)	EA INSP.						

		2017	2017	2018	2018	2019	2019
DESCRIPTION	UNITS	Regular Unit Price	Emergency Unit Price	Regular Unit Price	Emergency Unit Price	Regular Unit Price	Emergency Unit Price
Emergency Equipment							
Horizontal Grinder Min. 500 HP	HR						
Claw Loader w/28 CY Capacity Dump Bed	HR						
Excavator w/Clam Bucket 230 HP	HR						
Wheel Loader - Dump Height 9' 130 HP	HR						
Track Loader - Dump Height 8' 80 HP	HR	\$100.00	\$200.00	\$150.00	\$250.00	\$200.00	\$300.00
Uni-Loader w/Grapple Bucket 70 HP	HR						
Tractor w/Barrel Bed 15 CY	HR						
Tractor w/Ejector Bed 72 CY	HR						
Tractor w/Box Bed 28 CY	HR						
Light Tower - Towed 440,000 Lumens	HR						
Stump Grinder	HR	\$175.00	\$200.00	\$225.00	\$250.00	\$275.00	\$300.00

Attach list of requested items as outlined in section 6.4 Emergency Services

9.0 References

9.1 The Contractor will provide three (3) local references of comparable work from the last twelve (12) months.

Company: City of Roeland Park Contact: Carl Wisdom
 Phone #: (913) 602-9362 Email: Cwisdom@roelandpark.org
 Brief Description on Work: Remove trees and grind stumps.

Company: Industrial Wrecking Contact: Chuck
 Phone #: (816) 820-5944 Email: chuckjr@indwreck.com
 Brief Description on Work: Remove trees and stump grind

Company: Jackson County Sports Complex Contact: Jim Rowland
 Phone #: (816) 914-5769 Email: jrowland@jcsca.org
 Brief Description of Work: Trim, Remove, and grind stumps for Chiefs and Royals Stadium.

Contractor Contact: Phil Lopez

ATTEST:

Company Name: Arboles Tree Trimming LLC /s/

Kelley Bohon, City Clerk Date

Address: 5530 Inland Dr.

Kansas City, KS. 66106

Telephone Number: (913) 207-9303

/s/ Neil Shortlidge, City Attorney Date

Fax Number: _____

Email: arboles.treetrimming@yahoo.com

/s/ Phil Lopez 12/15/16

Contractor Agent

Date

/s/ Joel Marquardt, Mayor Date

CITY OF ROELAND PARK, KANSAS

NOTICE TO BIDDERS

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All bidders shall verify that they have considered all written addenda. The City shall be responsible for oral instructions. Any written addenda issued during the time of bidding shall be covered and included in the bid.

There will be no clarifications or exceptions allowed on bid. Bids are for a total package, total contract price. Bids shall be made upon the form provided, in ink or typewritten. Numbers shall be stated both in writing and in figures; the signature shall be long hand; and the complete form shall be without alteration or erasure. On alternate items for which a bid is not submitted, a written indication of "no bid" on the bid is required. No oral, telegraphic, facsimile or telephonic bids or alterations will be considered.

The following items must be included in the sealed envelope with the bid: a. Bid N-2 b. 5% Bid Security—Bid Bond, Cashier's Check or Certified Check (See Below) Each bidder shall file with his bid, a cashier's check or a certified check drawn on any acceptable bank, made payable to the City of Roeland Park, Kansas, in the amount of not less than five percent (5%) of the total bid, which shall be retained by the City of Roeland Park until a Contract for the project has been executed. Bid bonds will be returned to the unsuccessful bidders, with the exception of the second qualifying bidder, at such time as their bids are rejected. The bid deposit of the successful bidder and the second qualifying bidder will be returned when satisfactory bonds in the amount equal to the 100% of the Contract amount, required insurance certificates and other required documents shall have been furnished and the Contract Documents have been executed. In the event the successful bidder is unable to execute the Contract, for whatever reason, the City may exercise its legal prerogatives, including, but not limited to, enforcement of its rights as to the bid security.

Non-resident Corporations that are not already registered with the Kansas Secretary of State, and all nonresident individuals and partnerships are required by law to register with the Director of Revenue, State Office Building, Topeka, Kansas, and pay a fee of Ten Dollars (\$10.00) for each and every contract as precedent to commencing work on the Contract. For contracts in excess of Ten Thousand Dollars (\$10,000) the Non-resident Corporations shall file with the Director of Revenue an acceptable bond in the amount of ten percent (10%) of the Contract.

CITY OF ROELAND PARK, KANSAS
KELLEY BOHON, CITY CLERK

AGREEMENT FOR TREE SERVICES

This Agreement, made this 15th day of DECEMBER, 2016, by and between ARBOR MASTERS TREE & LANDSCAPE hereinafter referred to as Contractor, and the CITY OF ROELAND PARK, KANSAS, hereinafter referred to as City, shall be in full force and effect during calendar years 2017 through 2019 with the following terms and conditions.

The Contractor proposes and agrees to provide all necessary machinery, tools, and equipment; and to do all the work specified in these documents of the agreement in the manner herein prescribed and according to the requirements of the City as herein set forth.

This document will be the only executed agreement. Any additions or changes must be added as a written supplement to this agreement at time of proposal. City Council must approve each year the terms of this agreement based on the budgetary allowance.

1.0 Service Specifications

- 1.1 The Contractor shall designate one person who is a licensed arborist that is responsible for the supervision of all work being performed. This person shall be thoroughly familiar with the specified requirements and the methods needed for the proper performance of the work and who shall direct all work performed.
- 1.2 The Contractor shall assign one person who shall serve as the main contact for the City for purposes of scheduling inspections, emergencies, and maintaining communication. The Contractor will supply a direct contact name, phone number and email and will notify the City if this contact information changes during the Contract period.
- 1.3 The City will inspect the work on a regular basis and report to the Contractor's supervisor any problems.
- 1.4 The Contractor will immediately report to the City supervisor any problems or hazards that are observed during the course of the work.
- 1.5 The Contractor will use proper equipment and tools for the work. All equipment and tools will be in near-original working and sanitized condition to prevent the spread of tree diseases.
- 1.6 The DBH will mean the diameter of the tree measured at a height of five feet from the ground.
- 1.7 The Contractor will take all safety precautions to protect the workers and the general public. Traffic control signs and other markings will be in accordance with the latest Manual of Uniform Traffic Control Devices (MUTCD) as published by the Federal Highway Administration. Failure to provide proper traffic controls will result in work being stopped until the requirements are met.
- 1.8 The Contractor is required to have a valid City of Roeland Park Non-Domicile Business License while under contract with the City. License and information can be obtained at City Hall offices located at 4600 W. 51st Street.

- 1.9 The City, in accordance with City Purchase Policy Section IV-D will retain the right to obtain competitive pricing on any singular item costing more than \$10,000.
- 1.10 The Contractor is admonished that their employees will be properly attired, refrain from abusive language, refrain from improper behavior, and be aware that they are representing the City.

2.0 General

- 2.1 This signed agreement will be the authorization for the Contractor to provide the described services as requested by the City.
- 2.2 Carl Wisdom, City Forester, at phone-(913)602-9362, fax-(913)236-4337 Email-cwisdom@roelandpark.org, will be the City coordinator for the Contractor for providing any service and responding to any special needs.
- 2.3 All work performed by the Contractor will be of acceptable workmanlike quality and installation normally associated with this trade and shall occur to the satisfaction of the City before payment will be made by the City to the Contractor.
- 2.4 All invoices should be grouped by location, with a copy of the service report attached, and are to be sent to Public Works Department, 4600 W. 51st Street, Roeland Park, KS 66205.
- 2.5 Invoices shall be submitted for payment within sixty days of completion of work.
- 2.6 Insurance:
- A. The Contractor shall procure and maintain, at its expense, the following insurance coverage: (a) Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit; (b) Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and (c) Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles.
 - B. All property damaged shall be restored or replaced to a condition immediately prior to the time of damage, and to the satisfaction of the City.
 - C. All loss or damage arising out of the nature of the work to be done, or from the action of the elements, or from floods or overflows, or from ground water, or from unusual obstructions or difficulties, or any other natural or existing circumstances either known or unforeseen, which may be encountered in the prosecution of the said work shall be sustained and borne by the Contractor at its own cost and expense.
 - D. The City shall be a named insured on such policies. Satisfactory certificates of insurance shall be filed with the City prior to starting any construction work on this Contract. The certificates shall state that thirty (30) days written notice will be given to the City before any policy coverage thereby is changed or canceled.

- 2.7 It is the express intent of the parties that this Contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
- 2.8 This Agreement is for the period of January 1, 2017 through December 31, 2019. Either party may terminate this agreement by giving sixty (60) days prior written notice to the other party.
- 2.9 The Contractor will commence work within ten (10) calendar days from and after receiving instructions from the City.
- 2.10 To the fullest extent permitted by law, with respect to the performance of its obligations in this Contract or implied by law, and whether performed by Contractor or any permitted subcontractors hired by Contractor, the Contractor agrees to indemnify City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent acts, errors, or omissions of the Contractor or its subcontractors, to the extent and in proportion to the comparative degree of fault of the Contractor and its subcontractors. Contractor shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim to the extent and in proportion to the comparative degree of fault of the Contractor and its subcontractors
- 2.11 Applicable Laws and Permits:
- A. The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times. This compliance includes, but is not limited to, any quarantines in place at time of work, removal or movement of product associated with this contract.
 - B. Pursuant to K.S.A. No. 16-113, if the Contractor does not have a resident agent in the State of Kansas, it shall execute and file "Certificate of Appointment of Process of Agent" with the Clerk of the District Court at the Johnson County, Kansas Courthouse. These forms may be obtained at the Office of the Clerk of the District Court. After execution of the documents, it shall be filed with the Clerk of the District Court. Contractor shall be responsible for the filing fee. This certificate is pursuant to the General Statutes of Kansas, and shall be filed prior to the formal execution of the Contract Documents. Failure to comply with these requirements shall disqualify the Contractor for the awarding of this Contract.

- 2.12 The Contractor warrants to the City that any materials furnished under this Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.
- 2.13 The Contractor may not use any subcontractors without the prior written consent of the City, which may be withheld for any reason at the City's discretion.
- 2.14 If, on account of a continued default or breach by either party of such party's obligations under the terms of this agreement after any notice and opportunity to cure as may be required hereunder, it shall be necessary for the other party to employ one or more attorneys to enforce or defend any of such other party's rights or remedies hereunder, then, in such event, any reasonable amounts incurred by such other party, including but not limited to attorneys' fees, experts' fees and all costs, shall be paid by the breaching or defaulting party.
- 2.15 This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the City.
- 2.16 This Contract shall be governed by and interpreted in accordance with the laws of the State of Kansas. Venue for all actions relating to this contract shall be in the District Court of Johnson County, Kansas.

3.0 **Work Hours**

- 3.1 The City authorizes non-emergency work to be performed between 7:00am through 4:00pm weekdays.
- 3.2 The City will provide the Contractor with a door hanger to be placed on each residence where the tree work will occur in the next 24 hours. The Contractor shall notify the City supervisor on a daily basis of where tree work will occur. The Contractor shall communicate immediately any changes in work schedule to the City supervisor.
- 3.3 The Contractor shall obtain prior approval from the City before scheduling any work outside the normal working hours.

4.0 **Tree Removal**

- 4.1 The Contractor will cut and remove the trees and stumps as listed on work order within 30 days of date of the written request by the City. Those trees listed as dangerous will be removed within 72 hours.

- 4.2 The stump will be ground to 18 inches below ground level and level with the surrounding ground. All grindings will be removed.
- 4.3 The stump hole will be filled with six inches of compacted topsoil and twelve inches of compacted subsoil. The topsoil must be compacted to prevent any settling below former ground level. No seeding is required.
- 4.4 Disposal of all debris removed from the work site is the responsibility of the Contractor and must be disposed of in a proper manner.

5.0 **Tree Spraying**

- 5.1 Upon request, the Contractor will provide spraying of trees for disease or pests.
- 5.2 The Contractor will have a licensed pesticide applicator performing the spraying work.
- 5.3 The City must approve the chemicals being used before any applications.
- 5.4 The Contractor will take all safety precautions and issue all warnings as required by local, state, or federal specifications.
- 5.5 The Contractor will identify the chemicals and will provide a Material Safety Data Sheet for all chemicals used.

6.0 **Emergency Service**

- 6.1 The Contractor will be available 24 hours per day and seven days per week during the life of this contract for tree services as specified herein.
- 6.2 The Contractor must be able to respond within four hours for emergency tree removal, tree trimming and tree debris removal. A telephone number and/or a pager number will be provided to the City.
- 6.3 The Contractor will have available for their use for tree removal a brush chippers, bed grinders, bucket trucks, log trucks with loader device, skid loaders, and tractor trailer trucks. All equipment rates will include operator, fuel, repairs and maintenance.
- 6.4 A list of Emergency Equipment as detailed in the Fee Schedule should be attached to the bid, listing out each equipment type and the number of units that the Contractor owns. You may also add any other major equipment owned by the Contractor that relates to Tree Emergency Services. Also list all certified arborists employed by the Contractor.

7.0 **Non Discrimination**

- 7.1 Contractor shall observe the provisions of the Kansas Act Against Discrimination ***and Chapter 5, Article 12 of the Code of the City of Roeland Park, Kansas***, and shall not discriminate against any person in the performance of work under this Agreement because of race, religion, color, sex, disability, national origin, ancestry, ***familial status, sexual orientation, gender identity or military status***. In all solicitations or advertisements

for employees, Contractor shall include the phrase "Equal Opportunity Employer" or a similar phrase approved by the Kansas Human Rights Commission.

- 7.2 If Contractor fails to comply with the manner in which Contractor reports to the Kansas Human Rights Commission in accordance with the Provisions of K.S.A. 44-1031 and amendments thereto, Contractor shall be deemed to have breached this Agreement and the Agreement may be cancelled, terminated, or suspended, in whole or in part by CITY.
- 7.3 If Contractor is found guilty of violation of the Kansas Act Against Discrimination under decision or order of the Kansas Human Rights Commission which has become final, ***or found guilty of a violation of Chapter 5, Article 12 of the Code of the City of Roeland Park, Kansas***, Contractor shall be deemed to have breached the Agreement and this Agreement may be canceled, terminated or suspended in whole or in part by CITY.
- 7.4 Contractor shall include provisions comparable to paragraph 1, 2, 3, and this paragraph in every subcontract and purchase order so that such provisions will be binding upon each such subcontractor or vender.
- 7.5 Notwithstanding anything expressed or implied elsewhere in this AGREEMENT, if CITY exercises any of its rights under the provisions of the preceding four paragraphs, Contractor shall have no right to recompense or additional payments by reason of such action by CITY.

8.0 Fee Schedule

		2017	2017	2018	2018	2019	2019
DESCRIPTION	UNITS	Regular Unit Price	Emergency Unit Price	Regular Unit Price	Emergency Unit Price	Regular Unit Price	Emergency Unit Price
Removal on Arterial or Collector Streets (Includes labor & all equipment)							
DBH 0 to 12 inches	EA	125	165	135	175	135	175
DBH 13 to 24 inches	EA	400	585	400	585	475	650
DBH 25 to 36 inches	EA	850	950	850	950	950	1050
DBH 37 to 48 inches	EA	1200	1500	1300	1600	1300	1600
DBH 49 to 60 inches	EA	1600	1800	1600	1800	1800	2000
Removal on Local Streets and City Properties (Includes labor & all equipment)							
DBH 0 to 12 inches	EA	125	165	125	175	135	175
DBH 13 to 24 inches	EA	400	585	400	585	525	650
DBH 25 to 36 inches	EA	850	950	850	950	950	1050
DBH 37 to 48 inches	EA	1200	1500	1300	1600	1300	1600
DBH 49 to 60 inches	EA	1600	1800	1600	1800	1800	2000
Rental Equipment (non-tree removal work, incl. operator and vehicle)							
Bucket Truck	HR	85	85	90	90	95	95
Tree Spade 44"-80" diameterhole	HR	165	165	165	165	165	165
Misc.							
Spraying trees (Includes labor & equip.)	GAL	9 ⁰⁰	9 ⁰⁰	9 ⁰⁰	9 ⁰⁰	9 ⁰⁰	9 ⁰⁰
Tree trimming (Includes labor & equip.)	HR	160	180	160	180	160	190
Arborist Inspection Services (Includes labor & equip.)	EA INSP.	45	45	45	45	45	45

Attach list of requested items as outlined in section 6.4 Emergency Services

9.0 References

SEE ATTACHED

9.1 The Contractor will provide three (3) local references of comparable work from the last twelve (12) months.

Company: _____ Contact: _____

Phone #: _____ Email: _____

Brief Description on Work: _____

Company: _____ Contact: _____

Phone #: _____ Email: _____

Brief Description on Work: _____

Company: _____ Contact: _____

Phone #: _____ Email: _____

Brief Description of Work: _____

Contractor Contact: MARK CANTRELL

Company Name: ARBOR MASTERS

Address: 8250 COLE PKWY

SHAWNEE MISSION KS. 66227

Telephone Number: 913-441-8888

Fax Number: 913-441-8922

Email: m.cantrell@arbormasters.com

/s/ Mark Cantrell 12/14/16
Contractor Agent Date

ATTEST:

/s/ _____
Kelley Bohon, City Clerk Date

/s/ _____
Neil Shortlidge, City Attorney Date

/s/ _____
Joel Marquardt, Mayor Date



REFERENCES

City of Prairie Village

Suzanne Lownes – Facilitator
3535 Somerset Dr.
Prairie Village, KS. 66208
(913) 385-4640

City of Gladstone, MO

Chris Helmer
7010 N Holmes
Gladstone, MO 64118
(816) 436-2200

City of Overland Park, KS

Greg Ruether
11921 Hardy
Overland Park, KS. 66213
(913) 215-4047

City of Parkville, MO

Tom Benard
8880 Clark Avenue
Parkville, MO. 64152
(816) 215-4047

City of Kansas City Missouri

Kevin Lepointe
1301 Chouteau Traffic Way
Kansas City, MO. 64120
(816) 809-4354

City of Liberty, MO.

Bob Blackburn
101 E Kansas
Liberty, MO. 64068
(816) 439-4400

Item Number: Unfinished Business- VII.-B.
Committee 12/19/2016
Meeting Date:



City of Roeland Park

Action Item Summary

Date:	11/3/2016
Submitted By:	Keith Moody
Committee/Department:	Administration
Title:	Johnson County Parks and Rec Agreement for Operating the Community Center
Item Type:	Agreement

Recommendation:

Staff recommends approval of the agreement as presented.

Details:

The attached agreement is in substantially the same form as in prior years. The attached redline version details the changes. Specifically instead of the agreement being for one year it now provides for the agreement to renew automatically (section 2). Either party can cancel the agreement for the upcoming year with written notice on or before 9/15 of the current contract year (3.5 months prior notice). This change was pursued by City staff as the renewal of annual contracts has little value to add and it is time consuming.

Section 9.d has been amended so that the payment to JCPR is tied to a percentage of costs vs. a fixed amount (as expenses change each year) and it adds language giving authority to the City to approve the budget for the facility and set forth a timeline for this process. This section also clarifies how net loss or profit is shared, this was not previously addressed in the agreement.

The process for modifying the agreement is also specified in the changes in section 2.

The City Attorney has reviewed and approved the agreement as to form. Final review is pending by JCPRD legal counsel.

Financial Impact

Amount of Request: \$75,000 Estimated for 2017	
Budgeted Item?	Budgeted Amount: \$75,000
Line Item Code/Description:	

Additional Information

How does item relate to Strategic Plan?

Provides parks and recreation programming to residents.

How does item benefit Community for all Ages?

Programming offered at the Community Center is provided to residents of all ages.

ATTACHMENTS:

Description	Type
 Community Center Joint Use and Operations Agreement with JCPRD	Cover Memo

DRAFT 2017

**Agreement between the City of Roeland Park, Kansas
and
Johnson County Park and Recreation District
for the Joint Use and Operation of the Roeland Park Community Center**

THIS AGREEMENT, made and entered into this ____ day of _____, ~~2015~~2016, by and between the City of Roeland Park, Kansas, (hereinafter referred to as "City"), and Johnson County Park and Recreation District, (hereinafter referred to as "JCPRD"), each party having been duly organized and now existing under the laws of the State of Kansas.

RECITALS

WHEREAS, pursuant to KSA 12-2908, the parties mutually agree that it is in the best interest of the public health, safety and welfare to jointly use and operate, as a recreational, educational and service facility, the Roeland Park Community Center, 4850 Rosewood Drive, Roeland Park, Kansas 66205 (hereinafter the "Facility"); and

WHEREAS, the Park District did approve and authorize its Board Chair to execute this Agreement by official vote of said body on the ____ day of _____, 20__; and

WHEREAS, the governing of the City did approve and authorize its Mayor to execute this Agreement by official vote of said body on the ____ day of _____, 20__; and

WHEREAS, to comply with the Kansas Interlocal Cooperation Act ("Act"), certain matters are required to be set forth with specificity and those matters are set forth below.

NOW THEREFORE, in consideration of the above and foregoing recitals, the mutual covenants and agreements herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

1. Compliance with Act. This Agreement is intended to and shall be interpreted to comply with the provisions of the Act.

2. Duration. This Agreement shall take effect for the period beginning January 1, 2017 and shall remain continuously in effect, subject to the terms and conditions hereinafter contained. Each party is obligated to express to the other party in writing on or before September 15 of the Contract Year, if there is intent not to renew the agreement. No modifications to this Agreement shall be effective unless and until separately made in writing and duly executed by both parties. ~~This Agreement shall remain in full force and effect for the period beginning January 1, 2016, 2017 and ending December 31, 2016 2017, subject to the terms and conditions hereinafter contained.~~

3. No Separate Entity Created. No separate legal entity is created under this Agreement.

4. Purpose of Agreement. The parties are entering into this Agreement for the purpose of setting forth the terms and conditions concerning their joint use and operation of the Facility as a community center for educational, recreational and service purposes.

5. Financing and Budget. This Agreement does not require that either party undertake any special financing arrangements or the preparation of a separate budget. The costs and expenses of providing services under this Agreement are set forth in a separate section below.

6. Termination. This Agreement may be terminated by either party upon not less than three (3) months' notice to the other. No property is to be jointly acquired under this Agreement and, therefore, no disposition of such property upon termination is contemplated or required.

7. JCPRD as Administrator. For purposes of the Act, JCPRD shall be deemed the administrator of this Agreement.

8. Real and Personal Property. No real or personal property is to be acquired jointly under this Agreement.

9. Allocation of Costs Between the Parties. The cost involved in the joint use and operation of the Facility and programs and services provided and administered therein shall be distributed as follows:

a. The City shall furnish and pay any costs associated with the acquisition of the Facility, including paying all taxes and fees as may be required by law.

b. The City shall maintain the roof and all exterior surfaces of the Facility and shall continue common landlord responsibilities with regard to maintenance of the heating, air conditioning, plumbing and electrical systems of the Facility subject to the provisions of Subparagraph 9.f. herein below. In addition, the City shall be responsible for all interior building or maintenance repairs which exceed Three Hundred Dollars (\$300.00) per repair.

c. The City shall maintain the nine (9) acres of lawn and the parking lot surrounding the Facility. Such maintenance shall include weed control, mowing and snow removal, provided, however, that JCPRD shall be responsible for snow removal of the sidewalks surrounding the Facility. The City shall maintain ownership of all its tools and equipment (i.e., floor buffer, brooms, mops, tables and chairs, etc.) in place at the Facility; provided, that the City shall make available to JCPRD for use of the Facility such tools and equipment.

d. During the term of this Agreement, the City shall pay JCPRD in the amount of 50% of the projected expenses associated with the Facility operations, as identified in JCPRD's Roeland Park Community Center's projected budget for the given year (Cost Center 4253420.) JCPRD will invoice the city for pPayment to will be made in equal quarterly installments beginning on January 2, 2017 of the given year, and will follow on the second day of each quarter thereafter for the purpose of reimbursing JCPRD for utility, janitorial services and operating expenses associated with the Facility based on the given year's projections. For planning purposes, JCPRD shall make the future year's projected budget in its entirety available for City review no later than February 1 each year and the City shall provide comment and/or approval of budget in writing to JCPRD no later than March 1 each year. JCPRD and the City shall share equally the net profit or loss of the facility post reimbursement with JCPRD billing the City for 50% of the total loss or paying the City 50% of the net profit at year end. ~~During the term of this Agreement, the City shall pay JCPRD the amount of Seventy-Five Thousand, Dollars (\$75,000.00) payable in equal quarterly~~

~~installments beginning on January 23, 20162017, and on the second day of each quarter thereafter for the purpose of reimbursing JCPRD for utility, janitorial services and operating expenses associated with the Facility. This payment is based 50% of the projected 2016 actual Facility Operating budget of \$150,000.00.~~

e. The City will provide property insurance insuring the Facility against physical loss and general liability insurance covering the City's interest in the Facility. JCPRD will provide and pay the costs of liability insurance covering its operations in the Facility. Such insurance coverage by JCPRD coverage shall show the City as an additional named insured. JCPRD shall submit a certificate of insurance to the City to verify JCPRD's liability insurance covering JCPRD and the City. JCPRD may also elect to provide contents coverage for its property located on the premises.

f. JCPRD will provide personnel and material necessary for all JCPRD programs and public services at the Facility. JCPRD shall provide its own office furniture, supplies, and telephone service. In addition, JCPRD will provide janitorial services, pest control service, pay all utility costs and will be responsible for the payment of minor interior building repairs which do not exceed Three Hundred Dollars (\$300.00) per repair. Such repairs shall include, but not be limited to, glass replacement, window repair, touch-up painting, ceiling and floor tile repairs, lights bulbs and lighting fixtures, locks and window treatments. Notwithstanding anything to the contrary herein contained, JCPRD shall not be responsible for repairs to the air conditioning, plumbing and electrical systems of the Facility which exceed Three Hundred Dollars (\$300.00) per repair. Further, JCPRD shall not be responsible for any repairs to the heating system, regardless of cost of the repair. Repairs which are not delineated as being the financial responsibility of JCPRD shall be the sole responsibility of and cost to the City. JCPRD shall promptly notify the City of any repairs which JCPRD believes are the responsibility of the City.

10. Facility Administrator. JCPRD designates the 50 Plus Program Specialist (hereinafter "Program Specialist") as the representative of JCPRD responsible for the day-to-day operations of the programs and services provided at the Facility. The Program Specialist shall serve as manager of the Facility and shall cause the making of all contracts necessary to carry out the programs and services to be provided at the Facility.

11. Programs and Services Provided. The City grants a non-exclusive use of the Facility to JCPRD for the purpose of providing a center for educational, recreational and other services to the residents of Johnson County, Kansas. Program Specialist shall develop appropriate programs to maximize the utilization of the Facility and notify the City of said programs; provided, however, the City reserves the right to disapprove said programs. JCPRD will schedule and organize room usage for all individuals and groups requesting use of the Facility subject to the rules and procedures set by JCPRD. Facility fees and charges for room usage will be set by and follow JCPRD's fees and charges. JCPRD shall notify the city when changes are made to the rules and procedures or fees and charges regarding room usage for all individuals and groups requesting use. JCPRD shall, upon request, provide the City with a monthly report on the participation usage of the Facility for the previous month. The City and City affiliated groups (Committees, Citizen

Fundraising Group, etc) shall have the right to use the parts of the Facility which are utilized for public programs and services for programs, functions or services which the City wishes to make available to residents of the City or their guests; provided, however, such use would not interfere with the programs or service provide by JCPRD and provided that the space needs can be accommodated. Use of the facility by said groups contingent on inclement weather shall be made available two weeks prior to the event date; provided, space needs can be accommodated. Employees of the City are eligible to use the Facility at the City Resident rate. In some instances, the Facility may be used by other non-profit, county government agencies or community service groups, at no charge, as long as they do not interfere with programs or services provided by JCPRD, and provided that space need are accommodated. The Facility may be used for in-kind programming use or for services and programs co-sponsored by the Facility. The Program Specialist will determine if space is appropriate for co-sponsored or payment in kind.

12. Facility Billing and Rentals. JCPRD shall maintain a billing and bookkeeping system for tenant rentals, long distance charges, and copier use. JCPRD shall process, collect and retain all tenant, long distance and copier use revenues generated monthly by the Facility. This accounting shall be available for review by the City upon request.

13. Amendment. The services provided under this Agreement may, from time to time, be modified by agreement of JCPRD and the City, and any such modification shall be memorialized in writing signed by the appropriate representative of JCPRD and the City.

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

15. Severability. All agreements, covenants and clauses contained herein are severable, and in the event any part of this agreement shall be deemed or held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement shall be interpreted as if such unconstitutional, invalid or unenforceable agreements, clauses and covenants were not contained herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in triplicate by their duly authorized representatives and made effective the day and year first above written.

CITY OF ROELAND PARK, KANSAS

~~Joel Marquardt, Mayor~~ Keith Moody, City Administrator

ATTEST:

Kelley Bohon, City Clerk

APPROVED AS TO FORM:

Neil R. Shortlidge, City Attorney

**BOARD OF PARK AND RECREATION COMMISSIONERS
JOHNSON COUNTY PARK AND RECREATION DISTRICT**

~~George J. Schalge~~ Paul Snider, Board Chair

APPROVED AS TO FORM:

Ernest C. Ballweg, JCPRD Legal Counsel

Item Number: New Business- VIII.-A.
Committee 12/19/2016
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 12/16/2016
Submitted By: Staff
Committee/Department: Admin.
Title: **Ad-Hoc Development Committee Renewal**
Item Type: Other

Recommendation:

Details:

Current members of the Ad-Hoc Development Committee are:

Erin Thompson

Michael Poppa

Michael Rhoades

Joel Marquardt

Per the city policy concerning committee establishment and membership needs to be appointed every year. January 1, 2017

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
 Ad-Hoc vs. Task ordinance	Cover Memo

ORDINANCE NO. 930

AN ORDINANCE RELATING TO THE ESTABLISHMENT OF AD HOC COMMITTEES AND TASK GROUPS OF THE GOVERNING BODY; ADDING ARTICLES 14 AND 15 TO CHAPTER I OF THE CODE OF THE CITY OF ROELAND PARK, KANSAS; ADDING SECTIONS 1-1401, 1-1402, 1-1403, 1-1404, 1-1405, 1-1406, 1-1407, 1-1501, 1-1502, 1-1503, 1-1504, 1-1505, 1-1506 AND 1-1507 TO THE CODE OF THE CITY OF ROELAND PARK, KANSAS

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

SECTION 1. Article 14 is hereby added to Chapter I of the Code of the City of Roeland Park, Kansas, and shall be titled "Ad Hoc Committees." Article 15 is hereby added to Chapter I of the Code of the City of Roeland Park, Kansas, and shall be titled "Task Groups."

SECTION 2. Section 1-1401 is hereby added to the Code of the City of Roeland Park, Kansas and shall read as follows:

1-1401. Purpose. Ad hoc committees shall be project- or subject-based. The duration of the committee shall be twelve months or until completion of the project or study of the subject.

SECTION 3. Section 1-1402 is hereby added to the Code of the City of Roeland Park, Kansas and shall read as follows:

1-1402. Creation and Establishment. Ad hoc committees shall be established by the Governing Body, with the approval of a majority vote at a City Council meeting. Ad hoc committees shall consist of up to four members of the Governing Body. If five or more of the Governing Body want to be on an ad hoc Committee, then the subject will be returned to a Governing Body workshop. In addition, City residents, Roeland Park business owners and members of the City Staff may be included on the committee; provided that non-Governing Body members shall not exceed 2/3 of the total committee membership. City residents and Roeland Park business owners desiring to become a member of an ad hoc committee must submit a volunteer application and shall be appointed by the Mayor and approved by a majority vote at a City Council meeting.

SECTION 4. Section 1-1403 is hereby added to the Code of the City of Roeland Park, Kansas and shall read as follows:

1-1403. Compensation. Members of ad hoc committees shall serve without compensation.

SECTION 5. Section 1-1404 is hereby added to the Code of the City of Roeland Park, Kansas and shall read as follows:

1-1404. Duties and Responsibilities. It shall be the duty of an ad hoc committee to review current uses and practices as they relate to the project or subject for which the committee was established. The committee shall report to the Governing Body from time to time. The committee may make recommendations to the Governing Body concerning policies in connection with the project or subject for which the committee was established, which may include actionable items for approval by the Governing Body at a City Council meeting. As deemed appropriate by the Governing Body, City Staff will support committee activities, either directly (as members of the committee) or indirectly.

SECTION 6. Section 1-1405 is hereby added to the Code of the City of Roeland Park, Kansas and shall read as follows:

1-1405. Advisors. The City Council may designate or employ, with or without compensation, such advisors to an ad hoc committee as the City Council shall hereafter determine to be necessary and advisable to accomplish the purposes for which the committee was established.

SECTION 7. Section 1-1406 is hereby added to the Code of the City of Roeland Park, Kansas and shall read as follows:

1-1406. Meetings, Rules and Regulations. The committee shall elect a Chair at its first meeting who shall preside over meetings and report to the City Council. The committee may elect a Vice Chair who shall assume the duties of Chair when the Chair is not available. The committee shall elect a Secretary to take minutes. The committee may adopt such rules and regulations as deemed necessary. Meetings of the committee shall be subject to the requirements of the Kansas Open Meetings Act.

SECTION 8. Section 1-1407 is hereby added to the Code of the City of Roeland Park, Kansas and shall read as follows:

1-1407. Code of Ethics. The Code of Ethics for Elective and Appointed Offices, as adopted pursuant to Charter Ordinance No. 29, and any amendments thereto, shall apply to the members of any ad hoc committee.

SECTION 9. Section 1-1501 is hereby added to the Code of the City of Roeland Park, Kansas and shall read as follows:

1-1501. Purpose. Task Groups shall be task- or topic-based. The duration of the task group shall be as long as needed to complete the work.

SECTION 10. Section 1-1502 is hereby added to the Code of the City of Roeland Park, Kansas and shall read as follows:

1-1502. Creation and Establishment. Task groups shall be established by the Governing Body, with the approval of the consensus of a majority of the Governing Body

members present at a Workshop meeting. Task groups shall consist of up to four members of the Governing Body.

SECTION 11. Section 1-1503 is hereby added to the Code of the City of Roeland Park, Kansas and shall read as follows:

1-1503. Compensation. Members of task groups shall serve without compensation.

SECTION 12. Section 1-1504 is hereby added to the Code of the City of Roeland Park, Kansas and shall read as follows:

1-1504. Duties and Responsibilities. It shall be the duty of a task group to review current uses and practices as they relate to the task or topic for which the task group was established. The task group shall report its findings to the Governing Body at a City Council or Workshop meeting upon the conclusion of its research. As deemed appropriate by the Governing Body, a task group may rely upon City Staff for information or resources.

SECTION 13. Section 1-1505 is hereby added to the Code of the City of Roeland Park, Kansas and shall read as follows:

1-1505. Advisors. The City Council may designate or employ, with or without compensation, such advisors to a task group as the City Council shall hereafter determine to be necessary and advisable to accomplish the purposes for which the task group was established.

SECTION 14. Section 1-1506 is hereby added to the Code of the City of Roeland Park, Kansas and shall read as follows:

1-1506. Meetings. Meetings of task groups shall be informal and no officers shall be established for task groups. No minutes of task group meetings shall be required. Meetings of the task group shall be subject to the requirements of the Kansas Open Meetings Act.

SECTION 15. Section 1-1507 is hereby added to the Code of the City of Roeland Park, Kansas and shall read as follows:

1-1507. Code of Ethics. The Code of Ethics for Elective and Appointed Offices, as adopted pursuant to Charter Ordinance No. 29, and any amendments thereto, shall apply to the members of any task group.

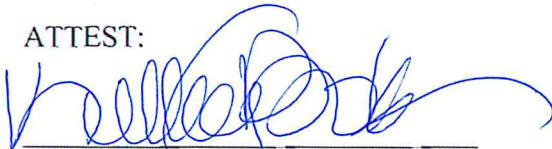
SECTION 16. This ordinance shall take effect upon its publication in the official City newspaper.

PASSED by the City Council this 20th day of June, 2016. APPROVED by the Mayor.



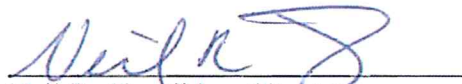
Joel Marquardt, Mayor

ATTEST:



Kelley Bohon, City Clerk

APPROVED AS TO FORM



Neil R. Shortlidge, City Attorney

Item Number: New Business- VIII.-B.
Committee 12/19/2016
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 12/16/2016
Submitted By: Staff
Committee/Department: Admin.
Title: **1% Arts Direction to Arts Committee**
Item Type: Other

Recommendation:

Details:

The Ad Hoc Development Committee has provided direction to the Arts Committee that they prefer to coordinate the art dedicated for Commerce Bank and the hospital with the Roe Blvd. visioning process. It would be appropriate for the council to provide direction to the Art Committee on your preference of how they should proceed on this project.

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Item Number: New Business- VIII.-C.
Committee 12/19/2016
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 12/19/2016
Submitted By: Jennifer Jones-Lacy, Asst. City Administrator/Finance Director
Committee/Department: Admin.
Title: **Aquatic Center Ad-Hoc Appointments**
Item Type: Other

Recommendation:

To approve the recommendations for the Aquatics Center Ad Hoc Committee.

Details:

At the November 21st Council meeting, the Governing Body approved the appointment of Council members Teresa Kelly, Sherry McNeil, Becky Fast and Ryan Kellerman. The ordinance regulating ad hoc committees states that a committee can have a maximum of two-thirds of its members that are not elected officials, which means there can be eight additional members. The following members have been invited and have accepted the invitation to participate:

- Gardner Howland - Coach of the KC Blazers
- Dennis Mueller - Swimming Coach at Bishop Miege
- Anthony Thompson - Resident/Master Swimmer
- Pete Davis - Resident/Master Swimmer
- Jan Grebe - Resident/Former Pool Advisory Board member and regular user
- Shawn Kennan - Resident/Aquatics Manager, City of Shawnee

Financial Impact

Amount of Request: N/A

Budgeted Item?	Budgeted Amount: N/A
Line Item Code/Description: N/A	

Additional Information

How does item relate to Strategic Plan?

This committee directly relates to Goal #5 to promote recreational opportunities through enhanced green space, facilities and communication.

How does item benefit Community for all Ages?

The Ad Hoc Committee consists of pool users of crossing the spectrum of ages.

Item Number: New Business- VIII.-D.
Committee 12/19/2016
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 12/23/2016
Submitted By: Joel Marquardt
Committee/Department: Admin.
Title: **Committee Appointments and Reappointments**
Item Type: Other

Recommendation:

To appoint:
Courtney Craig to BZA,
Reappoint Paula Gleason Ward 2 (Michael Rhoades and Tim Janssen)
Kyle Rogler to the at large position to Planning Commission,
Laura Stelle, Sean Rowland and Erik Hage to Sustainability,
James Kanally and Randi King to Parks,
Tawny Sunders and Amie Logan to Events,
Lynda Leonard and Corie Vogel to Arts.
and
Reappoint Moffett Ferguson to Arts

Details:

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description

 Committee Applications

Type

Cover Memo

Committee Volunteer Application

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

Fri 11/4/2016 9:56 AM

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

1 attachments (75 KB)

Resume_Courtney-Craig.pdf;

Committee Volunteer Application Form

Email:	
Date:	11/4/2016
Name:	Courtney Craig
Daytime Phone Number:	
Evening Phone Number:	
Address:	5215 Juniper Dr. Roeland Park, KS 66205 United States of America
Place of Employment:	The Condado Group
How long have you been a resident of Roeland Park?:	11 Years
How much time do you have to devote per month?:	15 Hours but more as needed
Briefly describe why you are interested in serving on a Board/Committee for the City of Roeland Park:	I believe Roeland Park is at a critical point as a city. With a reprieve from the possibly devastating Walmart move now a reality, Roeland Park must decide what it's future will be. A city that is a pass through city continuously dependent on a couple of large box retailers for revenue or to create an appealing city hearkening to what it once was as a community with appeal to all of Johnson County. In my eleven years I have become increasingly concerned with the state of properties in Roeland Park, businesses that have been attracted to the city. As the city faces the development of the East/West Cloverleaves it is a critical point where decisions must be put into place that makes Roeland Park no longer a city to be passed by on the way to the Plaza but rather a stopping point.
Select which Board or Committees you are interested in serving on: (only one per application):	Board of Zoning Appeals

Committee Volunteer Application

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

Mon 11/7/2016 4:39 PM

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

Committee Volunteer Application Form

Email:	
Date:	11/07/2016
Name:	Sean Rowland
Daytime Phone Number:	
Evening Phone Number:	
Address:	5915 Hardy Street Merriam, Kansas 66202 United States of America
Place of Employment:	Pearl Insurance
How long have you been a resident of Roeland Park?:	N/A
How much time do you have to devote per month?:	20 hours
Briefly describe why you are interested in serving on a Board/Committee for the City of Roeland Park:	I have been longing to get involved in the planning/zoning/sustainability side of my community for a little while now, but there were not opportunities to do so in Merriam. However, I wanted to offer my time to helping Roeland Park.
Select which Board or Committees you are interested in serving on: (only one per application):	Sustainability
Additional, comments: (if any):	
File Upload:	
HTML:	

Committee Volunteer Application

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

Mon 11/7/2016 9:26 AM

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

1 attachments (198 KB)

ErikHageResumeUA.pdf;

Committee Volunteer Application Form

Email:	
Date:	11/08/2016
Name:	Erik P. Hage
Daytime Phone Number:	
Evening Phone Number:	
Address:	5401 Nall Avenue Roeland Park, Kansas 66202 United States of America
Place of Employment:	CBIZ Insurance Services, Inc.
How long have you been a resident of Roeland Park?:	Just over 4 years
How much time do you have to devote per month?:	At least one night a week
Briefly describe why you are interested in serving on a Board/Committee for the City of Roeland Park:	My wife and I have long been believers in community engagement. Having worked with public entity clients the last six months, I better understand the challenges that are involved in local government, and would like to assist where possible. In a recent meeting with Keith Moody, he suggested I volunteer for a committee.
Select which Board or Committees you are interested in serving on: (only one per application):	Board of Zoning Appeals
Additional, comments: (If any):	
File Upload:	http://www.roelandpark.net/wordpress/wp-content/uploads/ErikHageResumeUA.pdf
HTML:	

Committee Volunteer Application

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

Tue 7/19/2016 3:01 PM

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

Committee Volunteer Application Form

Email:	
Date:	07/19/2016
Name:	James F. Kanally
Daytime Phone Number:	
Evening Phone Number:	
Address:	5401 w. 50th st. Roeland Park, Ks. 66205 United States of America
Place of Employment:	RETIRED
How long have you been a resident of Roeland Park?:	7 months
How much time do you have to devote per month?:	20-30 hrs/mo.
Briefly describe why you are interested in serving on a Board/Committee for the City of Roeland Park:	Stay busy. meet people, serve, make sure my city is well run.
Select which Board or Committees you are interested in serving on: (only one per application):	Parks
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

Sun 10/23/2016 5:17 PM

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

📎 1 attachments (119 KB)

Randi-King-CV-Resume-1.pdf;

Committee Volunteer Application Form

Email:	
Date:	10/23/2016
Name:	Randi King
Daytime Phone Number:	
Evening Phone Number:	
Address:	5205 El Monte St. Roeland Park, Kansas 66205 United States of America
Place of Employment:	Quest Diagnostics
How long have you been a resident of Roeland Park?:	6 months
How much time do you have to devote per month?:	10 hours
Briefly describe why you are interested in serving on a Board/Committee for the City of Roeland Park:	I love to be involved and give back to the community where I live. Having recently moved to Roeland Park, my neighbors welcomed me warmly and in such a way that I feel a need to engage more with this city and fellow residents in order to learn more about this area and to hopefully continue the hospitality I felt from my first moment here.
Select which Board or Committees you are interested in serving on: (only one per application):	Parks
Additional, comments: (if any):	
File Upload:	http://www.roelandpark.net/wordpress/wp-content/uploads/Randi-King-CV-Resume-1.pdf

Committee Volunteer Application

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

Fri 11/4/2016 3:15 PM

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

📎 1 attachments (111 KB)

Tawny_Saunders_Resume-.pdf;

Committee Volunteer Application Form

Email:	
Date:	11/04/2016
Name:	Tawny Saunders
Daytime Phone Number:	
Evening Phone Number:	
Address:	4912 Canterbury Rd Roeland Park, KS - Kansas 66205 United States of America
Place of Employment:	Muscular Dystrophy Association
How long have you been a resident of Roeland Park?:	1 year
How much time do you have to devote per month?:	10 hours
Briefly describe why you are interested in serving on a Board/Committee for the City of Roeland Park:	I moved to Roeland Park from Colorado Springs, Colorado almost a year ago to date. In Colorado I was very involved in the community. I served on nonprofit boards and volunteers at a number of community events. I enjoy giving my energy to causes that matter and I am looking for a way to connect in Roeland Park. I would love to get involved and give back and meet new people!
Select which Board or Committees you are interested in serving on: (only one per application):	Events
Additional, comments: (if any):	I love events! I have been in event fundraising for over 5 year. Four of which were in an events manager capacity. I have served on many event boards for nonprofits and it's something I am truly passionate about.
File Upload:	http://www.roelandpark.net/wordpress/wp-content/uploads/Tawny_Saunders_Resume-.pdf

Committee Volunteer Application

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

Fri 11/4/2016 2:12 PM

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

📎 1 attachments (93 KB)

Amie-Resume-2-1-1.pdf;

Committee Volunteer Application Form

Email:	
Date:	11/04/2016
Name:	Amie Logan
Daytime Phone Number:	
Evening Phone Number:	
Address:	4746 Reinhardt Roeland Park, Kansas 66205 United States of America
Place of Employment:	EyeVerify
How long have you been a resident of Roeland Park?:	18 years
How much time do you have to devote per month?:	10-15
Briefly describe why you are interested in serving on a Board/Committee for the City of Roeland Park:	I have been in Roeland Park for 18 years and I haven't reall been involved. I know have a 3.5 year old I want to be more involved in my city. I am an operations director and am great event planning. We drive to Westwood to use their park because it is convenient and user friendly and would like to see a fun park on the east side of roe. My daughter is also involved in swimming and when the time is right she will be great addition ti the Stingrays. So any one of the three committees, Events, Parks, or Pool Advisory are what I am looking to support.
Select which Board or Committees you are interested in serving on: (only one per application):	Events

Committee Volunteer Application

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

Fri 11/4/2016 9:51 PM

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

1 attachments (78 KB)

ljl-Resume1-11216.pdf;

Committee Volunteer Application Form

Email:	
Date:	11/04/2016
Name:	Lynda J Leonard
Daytime Phone Number:	
Evening Phone Number:	
Address:	4921 Southridge Drive Roeland Park, KS 66205 United States of America
Place of Employment:	Lynda Leonard Studio
How long have you been a resident of Roeland Park?:	1 year
How much time do you have to devote per month?:	4921 Southridge Drive
Briefly describe why you are interested in serving on a Board/Committee for the City of Roeland Park:	I am interested in the Art Committee. I am an artist, have a MA degree in Ceramics/Sculpture and Jewelry from Fort Hays State University. A BFA in Ceramics, Jewelry from Emporia State University. I bought the house built in 1920 because it has a wonderful area that is my art studio. I was active with the Hays Arts Council when I had my gallery/studio in Hays and very much want to be part of the Roeland Park community and support is with the broad experience and training I have in the arts. I also worked in several of the art galleries in Santa Fe, NM when I lived there in the 1990's.
Select which Board or Committees you are interested in serving on: (only one per application):	Arts
Additional, comments: (If	

Committee Volunteer Application

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

Thu 11/10/2016 7:28 PM

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

Committee Volunteer Application Form

Email:	-
Date:	11/10/2016
Name:	Corie Vogel
Daytime Phone Number:	
Evening Phone Number:	
Address:	4919 W 58th Roeland Park, Ks 66205 United States of America
Place of Employment:	Self employed stylist/makeup artist
How long have you been a resident of Roeland Park?:	6 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 love what a diverse population Roeland Park is, and want to make a positive impact in my community.
Select which Board or Committees you are interested in serving on: (only one per application):	Arts
Additional, comments: (If any):	
File Upload:	
HTML:	

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

Item Number: New Business- VIII.-E.
Committee 12/19/2016
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 12/16/2016
Submitted By: Jose Leon, Director of Public Works
Committee/Department: Public Works
Title: **Roe Blvd Funding Commitment - 1302 Form KDOT Funds**
Item Type: Resolution

Recommendation:

Staff recommends the council approve the 1302 Form as noted.

Details:

This form is a standard Project Programming Request for the Kansas Department of Transportation (KDOT) project Roe Boulevard - Johnson Drive to County Line which we anticipate construction of in 2019-2020. KDOT requires local municipalities to complete this form to document that the obligated \$4.6 million funds for project will be used. Staff has completed the form and needs Council's approval to continue forward.

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

Continues our Roe Blvd Livability Project through the proper progression. City will capitalize on \$4.6 million dollars of federal funding for our Roe Blvd. project.

How does item benefit Community for all Ages?

- Project will enhance all pedestrian facilities on Roe Blvd and consider the Community of All Ages progressing through design.

ATTACHMENTS:

Description	Type
 1302 Form	Cover Memo

PROJECT PROGRAMMING REQUEST

☒ New Project		☐ Amend Existing Project		Date:	12/19/2016
Program Year: 2020		Funding Program:		STP (Surface Transportation Program)	
KDOT District		MPO		MPO TIP #	
1		MARC		352002	
County	City	Route / Corridor		Functional Classification	
Johnson	Roeland Park	Roe Boulevard		4 = Minor Arterial	
Project Sponsor / Lead Agency					
City of Roeland Park					
Project Mgr / Contact		Phone		E-mail Address	
Mr. Jose M. Leon Jr.		913-722-5435		JLEON@roelandpark.org	
Project Title					
Roe Boulevard, Johnson Drive to County Line					
Project Length: 1.300 miles		Desired Letting Date:		October 2019	
Letting Type:		☒ KDOT		☐ LPA ☐ Force Account	
Location, Project Limits, Description, Scope of Work					
Roe Boulevard, Johnson Drive to County Line - Reconstruct, or mill and overlay as determined, approximately 1.3 miles of roadway, replace curbs and driveway approaches, modify access locations, ADA pedestrian improvements, storm drainage improvements, traffic signal and street lighting replacement, pavement markings, and landscape					
Purpose and Need					
The purpose of this project is to replace infrastructure that has exceeded its useful life, and add pedestrian, accessibility, and aesthetic improvements. The project will add to the existing parkway design and art lined streetscape with unique lighting and signalization, also adding more street trees and pedestrian walkways. The project will replace deficient pavement, curb & gutter, sidewalk, medians, and stormwater infrastructure.					
Project Benefits					
Improved pedestrian safety, increased pedestrian accessibility, reduced vehicular congestion, improved vehicular safety, improved corridor aesthetics, and rehabilitated infrastructure.					
RR within 1/2 mile?	RR Company Name		No. of Tracks	Existing Crossing Protection	
Yes	BNSF		2	Grade Separation	

In accordance with the Bureau of Local Projects (BLP) Memo 99-11, dated December 16, 1999, we are required, under the Comprehensive Transportation Program (CTP), to collect and record total costs of all work phases of projects. This includes local agency federal-aid and state-aid projects that include any non-participating, pre-construction local agency costs for preliminary engineering (plan design), rights of way and utility adjustments. Please show your estimate of the cost for all work phases below:

Project Cost Estimate			
	Participating	Non-Participating	Total
PE (Design)	\$ -	\$ 758,000.00	\$ 758,000.00
Utilities	\$ -	\$ 100,000.00	\$ 100,000.00
ROW	\$ -	\$ 100,000.00	\$ 100,000.00
CE (Inspection)	\$ 300,000.00		\$ 300,000.00
Construction Total	\$ 7,087,450.00	\$ -	\$ 7,087,450.00
Surfacing (Asphalt)	\$ 1,100,000.00	\$ -	\$ 1,100,000.00
Roadside Improvement	\$ 1,000,000.00	\$ -	\$ 1,000,000.00
Sodding	\$ 210,000.00	\$ -	\$ 210,000.00
Traffic Signalization	\$ 1,965,450.00	\$ -	\$ 1,965,450.00
Lighting	\$ 312,000.00	\$ -	\$ 312,000.00
Signing and Pavement Marking	\$ 350,000.00	\$ -	\$ 350,000.00
Other	\$ 2,150,000.00		\$ 2,150,000.00
Project Totals	\$ 7,387,450.00	\$ 958,000.00	\$ 8,345,450.00

PROJECT PROGRAMMING REQUEST

BE IT RESOLVED: That sufficient funds from City of Roeland Park

are now, or will be available and are hereby pledged to the Secretary in the amount and at the time required for the supplementing of federal funds available for the completion of this project. Prior to Federal Authorization, any project expenditures made by the LPA are ineligible for federal funding and remain the responsibility of the LPA. Upon cancellation of the project by the LPA, the LPA shall reimburse the Secretary within thirty (30) days after receipt of statement of cost incurred by the Secretary prior to cancellation.

Please sign below in accordance with your local policy.

Recommended for Approval:

Appropriate Local Officials

Title

Mayor

ATTEST:

City Clerk

Title

City Attorney

Item Number: New Business- VIII.-F.
Committee 12/19/2016
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 12/16/2016
Submitted By: Keith Moody
Committee/Department:
Title: **Walmart Remodel Status**
Item Type: Report

Recommendation:

Details:

Walmart has applied for a building permit comprising the following building improvements with an estimated cost of \$500,000:

1. painting interior and exterior walls and paint ceiling trusses
2. some parking lot, restroom, and break room light replacement
3. bigger exits (fire safety enhancement)
4. remove photo lab
5. remodeling to accommodate a "money center"
6. replace wall sign and monument sign with current logo
7. replace garden center fencing with ornamental material
8. pharmacy remodel
9. replace indoor floor tile as needed
10. minor duct changes and unit heater installations (vestibule and garden center)

No significant exterior modifications are included nor are their any landscaping, parking, or sidewalk changes reflected. According to the CID agreement "if Walmart stays" the following would be eligible for reimbursement "Cost of new sidewalks, streetscape, landscaping, and lighting" which has a total estimate cost of \$800,000 which would be subject to the "2 for 1" funding restriction.

The land owner has made no indication the improvements currently submitted (we are waiting on revisions before a permit will be issued) will be applied for reimbursement through the existing Community Improvement District. I don't believe they qualify under the terms of the CID agreement. The following link to the City's web page provides all of the relevant information concerning the CID in place for this property: <http://www.roelandpark.net/economic-development/community-improvement-district-1-roeland-park-shopping-center/> The CID has been collecting 1 percent sales tax since 1/1/13 to fund a renovation of the site when vacated by Walmart. The CID has a current fund balance of \$1.6 million (generates around \$446,000 annually). These funds may only be used on the improvements specified in the CID agreement, the developer may only be reimbursed \$1 for every \$2 invested, the CID reimbursement shall not exceed \$3 million total, and the CID tax shall not extend beyond 22 years.

Financial Impact

Amount of Request: \$0	
Budgeted Item?	Budgeted Amount: N/A
Line Item Code/Description:	

Additional Information

Staff has reached out to the property owner and Walmart to discuss with them opportunity for redevelopment of the site that would provide a long term home for Walmart but as of yet have not had an opportunity for those discussions.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?