

AGENDA
CITY OF ROELAND PARK, KANSAS
CITY COUNCIL MEETING
ROELAND PARK
Roeland Park City Hall 4600 W 51st Street, Roeland Park, KS 66205
March 18, 2019 6:00 PM

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

Swearing in of New Council Member

Pledge of Allegiance

Roll Call

Modification of Agenda

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. 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. 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. Appropriations Ordinance #926
- B. February 18, 2019 Minutes

III. Business From the Floor

A. Applications / Presentations

1. Consolidated Fire District 2 Update
2. R Park Sculpture Plaque
3. Committee Report – Arts

IV. Mayor's Report

V. Workshop and Committee Reports

VI. Reports of City Liaisons

- A. Pool Advisory Committee- Approval of Climbing Wall Purchase
- B. Events Committee

VII. Unfinished Business

- A. Award Bids for 2019 Street Surface Maintenance Contracts

VIII. Ordinances and Resolutions:

- A. Ordinance 975 an ordinance regulating the sale of cereal malt beverages and beer not containing more than 6% alcohol by volume within the City of Roeland Park, Kansas, amending existing sections 3-101, 3-201, 3-202A, 3-208, 3-212 and 3-213 of The Code of the City of Roeland Park, Kansas.

IX. New Business

- A. Adopt R Park Phased Development Plan
- B. Cereal Malt Beverage License for CVS
- C. 2019 Mowing Agreement
- D. Award 2019 CARS Construction Project
- E. Selection of Firm to Administer Bid Process for Health Insurance
- F. Property Tax Rebate Committee

X. Workshop Items:

XI. Reports of City Officials:

- A. 2018 Annual Report
- B. Review Leaf Pickup Costs
- C. Review Tree Debris Pickup Costs

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: Consent Agenda- II.-A.
Committee 3/18/2019
Meeting Date:



City of Roeland Park
Action Item Summary

Date:

Submitted By:

Committee/Department:

Title: **Appropriations Ordinance #926**

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

Type

□ Appropriations Ordinance #926

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

Friday, March 15, 2019

Appropriation Ordinance -03/18/2019 - #926

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 18th day of March, 2019.

Attest:

City Clerk

Mayor

Total Appropriation Ordinance	\$	293,116.04
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There are sufficient funds in the General Fund to cover general fund expenditures.

Appropriation Ordinance -03/18/2019 - #926

Vendor	Dept	Acct #	Description	Invoice Description	Check /EFT	Amount	Chk #	Check Amount
					Date			
A-1 Sewer & Septic Service	300	5469.300	Stormwater Maintenance	03/13/19	239719	9,242.40	69153	9,242.40
ADP, LLC	101	5214.101	Other Contracted Services	03/06/19	530757537	221.96	69145	221.96
Advance Auto Parts	106	5211.106	Maintenace & Repair Equipment	03/13/19	512890113658	11.89	69154	142.02
Advance Auto Parts	102	5260.102	Vehicle Maintenance	03/13/19	#####	33.48	69154	
Advance Auto Parts	102	5260.102	Vehicle Maintenance	03/13/19	#####	8.70	69154	
Advance Auto Parts	102	5260.102	Vehicle Maintenance	03/13/19	#####	33.48	69154	
Advance Auto Parts	106	5302.106	Motor Fuels & Lubricants	03/13/19	512890022580	29.42	69154	
Advance Auto Parts	106	5302.106	Motor Fuels & Lubricants	03/13/19	512890153677	16.50	69154	
Advance Auto Parts	106	5306.106	Materials	03/13/19	512883122794	8.55	69154	
Airgas USA, LLC	106	5308.106	Clothing & Uniforms	03/13/19	9085787320	6.55	69155	49.59
Airgas USA, LLC	106	5318.106	Tools	03/13/19	9959609746	22.36	69155	
Airgas USA, LLC	106	5318.106	Tools	03/13/19	9960355114	20.68	69155	
All Copy Products, Inc.	101	5214.101	Other Contracted Services	03/06/19	6522937	645.00	69146	645.00
American Fidelity Assurance	101	2052.101	Supplemental Insurance Payable	03/06/19	B861655	1,247.92	69147	1,247.92
Anderson Rental	300	5469.300	Stormwater Maintenance	03/01/19	222328	375.12	32399	375.12
Balls Food Stores	102	5307.102	Other Commodities	03/13/19	662243	9.16	69156	9.16
Black & McDonald	101	5220.101	Street Light Repair & Maintenance	03/13/19	76964543	1,766.48	69157	3,574.33
Black & McDonald	101	5220.101	Street Light Repair & Maintenance	03/13/19	76974063	1,807.85	69157	
Boelte-Hall, LLC	101	5208.101	Newsletter	03/13/19	1911287	1,236.63	69158	1,236.63
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	03/13/19	1045252	25.00	69159	574.30
Breeden Holdings, LLC	106	5260.106	Vehicle Maintenance	03/13/19	1045235	506.85	69159	
Breeden Holdings, LLC	106	5260.106	Vehicle Maintenance	03/13/19	1045329	42.45	69159	
C & G Rubber Stamp, Inc.	101	5301.101	Office Supplies	03/13/19	125972	35.00	69160	35.00
City of Olathe	250	5303.250	Sand and Salt	03/13/19	1901	1,558.71	69161	1,558.71
Clarkson Power Flow, Inc.	106	5211.106	Maintenace & Repair Equipment	03/13/19	1017803	196.48	69162	196.48
Occupational Health Centers of the	106	5207.106	Medical Expense & Drug Testing	03/13/19	1011327403	201.50	69163	201.50
CoreBuild fueld by Excellerant, Inc.	105	5206.105	Travel Expense & Training	03/13/19	441	500.00	69164	500.00
CS Carey Inc.	106	5263.106	Tree Maintenance	03/13/19	85441	40.00	69171	100.00
CS Carey Inc.	106	5263.106	Tree Maintenance	03/13/19	85449	40.00	69171	
CS Carey Inc.	106	5263.106	Tree Maintenance	03/13/19	85457	20.00	69171	
Custom Tree Care, Inc.	106	5263.106	Tree Maintenance	03/13/19	17729	2,081.25	69165	2,451.25
Custom Tree Care, Inc.	106	5263.106	Tree Maintenance	03/13/19	17737	370.00	69165	
Dash Medical Gloves	102	5307.102	Other Commodities	03/13/19	27055	71.90	69166	71.90
Foley Rental	106	5263.106	Tree Maintenance	03/13/19	K2103501	927.39	69167	927.39
GBA Architects Engineers	450	5457.450	CARS - Roe 2020	03/13/19	55117	23,767.51	69168	23,767.51
GT Distributors - Austin	102	5308.102	Clothing & Uniforms	03/13/19	INV0698337	19.50	69141	905.25
GT Distributors - Austin	102	5308.102	Clothing & Uniforms	03/13/19	INV0698929	885.75	69141	
Cory Honas	101	9999.000	Undistributed	03/13/19	3/7/19 Exp	80.00	69174	80.00
Carla Hoskins	103	4410.103	Fine	03/13/19	3/19 Tickets	17.00	69172	17.00

Johnson County Government	101	5218.101	IT & Communication	03/13/19	142573	1,307.71	69170	1,307.71
Johnson County Health & Environment	101	5285.101	Pool Operations	03/13/19	1/24/19	365.00	69173	365.00
Kansas City Board of Public Utilities	101	5222.101	Traffic Signal Expense	03/06/19	2834 2/25/19	32.84	69148	32.84
KCP & L	101	5201.101	Electric	03/06/19	4510 2/22/19	377.15	69149	377.15
KCP & L	106	5290.106	Street Light Electric	03/13/19	1275 3/4/19	1,859.34	69175	1,859.34
Michael Kelly	108	5251.108	Mayor Expenses	03/13/19	2/9-10/19	45.16	69176	77.17
Michael Kelly	108	5251.108	Mayor Expenses	03/13/19	3/9/19 Exp	32.01	69176	
Kansas Gas Service	101	5289.101	Natural Gas	03/06/19	7836 2/13/19	531.99	69150	1,680.43
Kansas Gas Service	106	5289.106	Natural Gas	03/06/19	7836 2/13/19	1,148.44	69150	
Kansas One-Call System, Inc.	101	5220.101	Street Light Repair & Maintenance	03/13/19	9020433	74.40	69177	74.40
Kansas State Treasurer	103	5228.103	Fees Due State of Kansas	03/13/19	2/11/19 Municip	2,601.50	69178	2,601.50
LBA A/C, Heating & Plumbing	101	5210.101	Maintenance & Repair Building	03/13/19	275088	19.28	69179	19.28
The Legal Record	101	5204.101	Legal Printing	03/13/19	L78375	29.42	69180	195.65
The Legal Record	101	5204.101	Legal Printing	03/13/19	L78386	46.36	69180	
The Legal Record	101	5204.101	Legal Printing	03/13/19	L78452	24.67	69180	
The Legal Record	101	5204.101	Legal Printing	03/13/19	L78566	76.73	69180	
The Legal Record	101	5204.101	Legal Printing	03/13/19	L78724	18.47	69180	
Lexington Plumbing & Heating Co.	101	5210.101	Maintenance & Repair Building	03/13/19	87818	321.00	69181	321.00
Lippert Mechanical Service Corp	290	5210.290	Maintenace And Repair Building	03/13/19	SI2051458	964.50	69182	964.50
MARC	300	5209.300	Professional Services	03/13/19	GI0009140	20,000.00	69183	21,750.00
MARC	101	5305.101	Dues, Subscriptions, & Books	03/13/19	D10003168	1,750.00	69183	
Mauer Law Firm PC	101	5215.101	City Attorney	03/13/19	2/26/19	5,136.42	69184	5,136.42
Venessa Maxwell-Lopez	103	5209.103	Professional Services	03/13/19	2/8/19	150.00	69185	150.00
Claudia McCormack	108	5206.108	Travel Expense & Training	03/06/19	3/1/19 Microsoft	99.99	69151	99.99
Midwest Public Risk	107	5126.107	Health/Dental/Vision Insurance	03/13/19	3/5/19	58,259.76	69186	58,259.76
Midtown Signs LLC	101	5249.101	Branding Implementation	03/13/19	12473	284.83	69187	2,412.89
Midtown Signs LLC	101	5249.101	Branding Implementation	03/13/19	12536	423.77	69187	
Midtown Signs LLC	360	5315.360	Machinery & Auto Equipment	03/13/19	124438	1,704.29	69187	
Midway Ford Truck Center Inc	106	5211.106	Maintenace & Repair Equipment	03/13/19	10025811301	648.33	69188	648.33
Missouri Organic	115	5235.115	Leaf Program Disposal Fees	03/13/19	171	112.50	69189	8,980.95
Missouri Organic	115	5235.115	Leaf Program Disposal Fees	03/13/19	186	112.50	69189	
Missouri Organic	115	5235.115	Leaf Program Disposal Fees	03/13/19	199	112.50	69189	
Missouri Organic	115	5235.115	Leaf Program Disposal Fees	03/13/19	86257	112.50	69189	
Missouri Organic	115	5235.115	Leaf Program Disposal Fees	03/13/19	86280	112.50	69189	
Missouri Organic	115	5235.115	Leaf Program Disposal Fees	03/13/19	86286	112.50	69189	
Missouri Organic	115	5235.115	Leaf Program Disposal Fees	03/13/19	86296	112.50	69189	
Missouri Organic	115	5235.115	Leaf Program Disposal Fees	03/13/19	86336	112.50	69189	
Missouri Organic	115	5235.115	Leaf Program Disposal Fees	03/13/19	86344	112.50	69189	
Missouri Organic	115	5235.115	Leaf Program Disposal Fees	03/13/19	86425	112.50	69189	
Missouri Organic	115	5235.115	Leaf Program Disposal Fees	03/13/19	86428	112.50	69189	
Missouri Organic	115	5235.115	Leaf Program Disposal Fees	03/13/19	86432	112.50	69189	
Missouri Organic	115	5235.115	Leaf Program Disposal Fees	03/13/19	86435	112.50	69189	
Missouri Organic	115	5235.115	Leaf Program Disposal Fees	03/13/19	86447	112.50	69189	

Missouri Organic	115	5235.115	Leaf Program Disposal Fees	03/13/19	86470	112.50	69189
Missouri Organic	115	5235.115	Leaf Program Disposal Fees	03/13/19	86612	112.50	69189
Missouri Organic	115	5235.115	Leaf Program Disposal Fees	03/13/19	86740	112.50	69189
Missouri Organic	115	5235.115	Leaf Program Disposal Fees	03/13/19	86747	112.50	69189
Missouri Organic	115	5235.115	Leaf Program Disposal Fees	03/13/19	103019	112.50	69189
Missouri Organic	115	5235.115	Leaf Program Disposal Fees	03/13/19	103023	112.50	69189
Missouri Organic	115	5235.115	Leaf Program Disposal Fees	03/13/19	103037	112.50	69189
Missouri Organic	115	5235.115	Leaf Program Disposal Fees	03/13/19	103487	112.50	69189
Missouri Organic	115	5235.115	Leaf Program Disposal Fees	03/13/19	103491	112.50	69189
Missouri Organic	115	5235.115	Leaf Program Disposal Fees	03/13/19	103502	112.50	69189
Missouri Organic	102	5260.102	Vehicle Maintenance	03/13/19	301	50.00	69189
Missouri Organic	106	5263.106	Tree Maintenance	03/13/19	10	70.00	69189
Missouri Organic	106	5263.106	Tree Maintenance	03/13/19	13	35.00	69189
Missouri Organic	106	5263.106	Tree Maintenance	03/13/19	14	35.00	69189
Missouri Organic	106	5263.106	Tree Maintenance	03/13/19	20	35.00	69189
Missouri Organic	106	5263.106	Tree Maintenance	03/13/19	28	35.00	69189
Missouri Organic	106	5263.106	Tree Maintenance	03/13/19	32	35.00	69189
Missouri Organic	106	5263.106	Tree Maintenance	03/13/19	35	35.00	69189
Missouri Organic	106	5263.106	Tree Maintenance	03/13/19	36	40.00	69189
Missouri Organic	106	5263.106	Tree Maintenance	03/13/19	38	35.00	69189
Missouri Organic	106	5263.106	Tree Maintenance	03/13/19	47	35.00	69189
Missouri Organic	106	5263.106	Tree Maintenance	03/13/19	56	52.00	69189
Missouri Organic	106	5263.106	Tree Maintenance	03/13/19	58	50.00	69189
Missouri Organic	106	5263.106	Tree Maintenance	03/13/19	62	50.00	69189
Missouri Organic	106	5263.106	Tree Maintenance	03/13/19	67	50.00	69189
Missouri Organic	106	5263.106	Tree Maintenance	03/13/19	72	40.00	69189
Missouri Organic	106	5263.106	Tree Maintenance	03/13/19	75	40.00	69189
Missouri Organic	106	5263.106	Tree Maintenance	03/13/19	76	50.00	69189
Missouri Organic	106	5263.106	Tree Maintenance	03/13/19	79	50.00	69189
Missouri Organic	106	5263.106	Tree Maintenance	03/13/19	82	50.00	69189
Missouri Organic	106	5263.106	Tree Maintenance	03/13/19	86	50.00	69189
Missouri Organic	106	5263.106	Tree Maintenance	03/13/19	87	50.00	69189
Missouri Organic	106	5263.106	Tree Maintenance	03/13/19	92	35.00	69189
Missouri Organic	106	5263.106	Tree Maintenance	03/13/19	93	50.00	69189
Missouri Organic	106	5263.106	Tree Maintenance	03/13/19	94	50.00	69189
Missouri Organic	106	5263.106	Tree Maintenance	03/13/19	97	65.00	69189
Missouri Organic	106	5263.106	Tree Maintenance	03/13/19	99	55.00	69189
Missouri Organic	106	5263.106	Tree Maintenance	03/13/19	100	50.00	69189
Missouri Organic	106	5263.106	Tree Maintenance	03/13/19	102	60.00	69189
Missouri Organic	106	5263.106	Tree Maintenance	03/13/19	105	50.00	69189
Missouri Organic	106	5263.106	Tree Maintenance	03/13/19	108	50.00	69189
Missouri Organic	106	5263.106	Tree Maintenance	03/13/19	112	50.00	69189
Missouri Organic	106	5263.106	Tree Maintenance	03/13/19	113	55.00	69189

[illegible]

Missouri Organic	106	5263.106	Tree Maintenance	03/13/19	320	100.00	69189	
Missouri Organic	106	5263.106	Tree Maintenance	03/13/19	346	100.00	69189	
Missouri Organic	106	5263.106	Tree Maintenance	03/13/19	349	50.00	69189	
Missouri Organic	106	5263.106	Tree Maintenance	03/13/19	350	60.00	69189	
Missouri Organic	106	5263.106	Tree Maintenance	03/13/19	351	50.00	69189	
Missouri Organic	106	5263.106	Tree Maintenance	03/13/19	352	50.00	69189	
Missouri Organic	106	5263.106	Tree Maintenance	03/13/19	355	60.00	69189	
Missouri Organic	106	5263.106	Tree Maintenance	03/13/19	357	50.00	69189	
Missouri Organic	106	5263.106	Tree Maintenance	03/13/19	359	55.00	69189	
Missouri Organic	106	5263.106	Tree Maintenance	03/13/19	360	50.00	69189	
Missouri Organic	106	5263.106	Tree Maintenance	03/13/19	361	50.00	69189	
Missouri Organic	106	5263.106	Tree Maintenance	03/13/19	363	55.00	69189	
Missouri Organic	106	5263.106	Tree Maintenance	03/13/19	366	50.00	69189	
Missouri Organic	106	5263.106	Tree Maintenance	03/13/19	367	50.00	69189	
Missouri Organic	106	5263.106	Tree Maintenance	03/13/19	369	120.00	69189	
Missouri Organic	106	5263.106	Tree Maintenance	03/13/19	371	55.00	69189	
Missouri Organic	106	5263.106	Tree Maintenance	03/13/19	373	50.00	69189	
Missouri Organic	106	5263.106	Tree Maintenance	03/13/19	375	50.00	69189	
Missouri Organic	106	5263.106	Tree Maintenance	03/13/19	378	100.00	69189	
Missouri Organic	106	5263.106	Tree Maintenance	03/13/19	380	50.00	69189	
Missouri Organic	106	5263.106	Tree Maintenance	03/13/19	381	60.00	69189	
Missouri Organic	106	5263.106	Tree Maintenance	03/13/19	382	60.00	69189	
Missouri Organic	106	5263.106	Tree Maintenance	03/13/19	384	60.00	69189	
Missouri Organic	106	5263.106	Tree Maintenance	03/13/19	386	55.00	69189	
Missouri Organic	106	5263.106	Tree Maintenance	03/13/19	389	50.00	69189	
Missouri Organic	106	5263.106	Tree Maintenance	03/13/19	392	50.00	69189	
Missouri Organic	106	5263.106	Tree Maintenance	03/13/19	395	55.00	69189	
Missouri Organic	106	5263.106	Tree Maintenance	03/13/19	396	50.00	69189	
Missouri Organic	106	5263.106	Tree Maintenance	03/13/19	397	50.00	69189	
Missouri Organic	106	5263.106	Tree Maintenance	03/13/19	400	60.00	69189	
Missouri Organic	106	5263.106	Tree Maintenance	03/13/19	402	50.00	69189	
Missouri Organic	106	5263.106	Tree Maintenance	03/13/19	403	60.00	69189	
Missouri Organic	106	5263.106	Tree Maintenance	03/13/19	404	55.00	69189	
Missouri Organic	106	5263.106	Tree Maintenance	03/13/19	405	60.00	69189	
Missouri Organic	106	5263.106	Tree Maintenance	03/13/19	409	55.00	69189	
Missouri Organic	106	5263.106	Tree Maintenance	03/13/19	411	50.00	69189	
Missouri Organic	106	5263.106	Tree Maintenance	03/13/19	413	50.00	69189	
Missouri Organic	106	5263.106	Tree Maintenance	03/13/19	86753	53.44	69189	
Missouri Organic	106	5263.106	Tree Maintenance	03/13/19	86754	59.38	69189	
Missouri Organic	106	5263.106	Tree Maintenance	03/13/19	86757	59.38	69189	
Missouri Organic	106	5263.106	Tree Maintenance	03/13/19	86760	33.75	69189	
Missouri Organic	106	5263.106	Tree Maintenance	03/13/19	86763	45.00	69189	
Moss Printing	101	5301.101	Office Supplies	03/13/19	11864	57.00	69190	105.00

Moss Printing	101	5301.101	Office Supplies	03/13/19	11918	48.00	69190	
Mueller Machine Works	300	5470.300	Park Maint/Infrastructure	03/13/19	43163	8,966.29	69191	8,966.29
Municode	101	5214.101	Other Contracted Services	03/13/19	324414	550.00	69192	550.00
Navy Brand Mfg. Co.	106	5302.106	Motor Fuels & Lubricants	03/13/19	65981	182.78	69193	182.78
Wex Bank	106	5302.106	Motor Fuels & Lubricants	03/01/19	58018133	971.28	32400	971.28
Pitluck Law, LLC	103	5209.103	Professional Services	03/13/19	2/19/19	150.00	69194	150.00
Portland Compressor	360	5315.360	Machinery & Auto Equipment	03/13/19	668664	3,889.00	69195	3,889.00
Principal Life	107	5130.107	City Paid Life/ST Disability	03/13/19	0001 2/15/19	637.29	69196	637.29
Wex Bank	102	5302.102	Motor Fuels & Lubricants	03/01/19	57997702	1,511.17	32401	1,511.17
Wex Bank	104	5302.104	Motor Fuels & Lubricants	03/01/19	57862273	21.36	32402	500.05
Wex Bank	106	5302.106	Motor Fuels & Lubricants	03/01/19	57862273	478.69	32402	
Rejis Commission	102	5214.102	Other Contracted Services	03/13/19	410787	229.69	69197	229.69
Riteway Maintenance & Supply, LLC	101	5214.101	Other Contracted Services	03/13/19	19012	930.00	69198	930.00
George Schlegel	101	5230.101	Art Commissioner	03/01/19	Recurring Chec	100.00	69169	100.00
Signco Inc.	101	5249.101	Branding Implementation	03/13/19	37564	768.35	69199	768.35
Stantec Consulting Services, Inc. (S	300	5221.300	Street Maintenance	03/13/19	1469778	10,150.00	69200	10,150.00
Staples Advantage	101	5301.101	Office Supplies	03/13/19	8053187022	103.08	69201	222.04
Staples Advantage	101	5301.101	Office Supplies	03/13/19	8053269758	96.63	69201	
Staples Advantage	101	5304.101	Janitorial Supplies	03/13/19	8053269758	22.33	69201	
Sturges Word Communications, Inc.	101	5209.101	Professional Services	03/13/19	1185	1,250.00	69202	1,250.00
Terminix Processing Center	101	5214.101	Other Contracted Services	03/13/19	382900977	84.00	69203	198.00
Terminix Processing Center	101	5214.101	Other Contracted Services	03/13/19	383735985	84.00	69203	
Terminix Processing Center	106	5214.106	Other Contracted Services	03/13/19	383361992	30.00	69203	
TransUnion Risk & Alternative	102	5214.102	Other Contracted Services	03/13/19	3/1/19	50.00	69204	50.00
US BANK	106	5203.106	Printing & Advertising	02/19/19	1/25/19 Bohon	93.89	32396	1,133.84
US BANK	102	5206.102	Travel Expense & Training	02/19/19	1/25/19 Bohon	15.30	32396	
US BANK	104	5219.104	Meeting Expense	02/19/19	1/25/19 Jones-L	58.93	32396	
US BANK	101	5253.101	Public Relations	02/19/19	1/25/19 Jones-L	25.00	32396	
US BANK	102	5305.102	Dues, Subscriptions, & Books	02/19/19	1/25/19 Morris	250.00	32396	
US BANK	106	5305.106	Dues, Subscriptions, & Books	02/19/19	1/25/19 Scharff	720.00	32396	
US BANK	106	5306.106	Materials	02/19/19	1/25/19 Scharff	(29.28)	32396	
USIC Locating Services, LLC	101	5220.101	Street Light Repair & Maintenance	03/13/19	320038	833.20	69205	833.20
US Postal Service	101	5208.101	Newsletter	03/01/19	11287	857.22	32398	857.22
Vance Brothers	300	5221.300	Street Maintenance	03/13/19	IG152470	87.50	69206	350.00
Vance Brothers	300	5221.300	Street Maintenance	03/13/19	IG152601	175.00	69206	
Vance Brothers	300	5221.300	Street Maintenance	03/13/19	IG152804	87.50	69206	
The Victor L. Phillips Co.	106	5211.106	Maintenace & Repair Equipment	03/13/19	IK09482	57.20	69207	57.20
Water District No 1 of Johnson Cour	101	5287.101	Water	03/06/19	3448 2/20/19	54.73	69152	280.37
Water District No 1 of Johnson Cour	106	5287.106	Water	03/06/19	3448 2/20/19	136.14	69152	
Water District No 1 of Johnson Cour	106	5287.106	Water	03/06/19	3448 2/20/19	89.50	69152	
Waters Edge Aquatic Design	101	5209.101	Professional Services	03/13/19	12/19-2/15/19	1,215.00	69208	1,215.00
WCA Waste Corporation	115	5272.115	Solid Waste Contract	03/13/19	990000493113	86,342.64	69209	86,342.64

Garnishments (now run through Payroll):

Kansas Payment Center			02/26/19		138.46	69138	138.46
Kansas Payment Center			02/26/19		138.92	69139	138.92
Kansas Payment Center			03/12/19		138.46	69142	138.46
Kansas Payment Center			03/12/19		<u>138.92</u>	69143	<u>138.92</u>
EFTs:							
KPERS	2040.101	KPERS Accrued Employee	03/07/19	3/7/19	1,777.17	EFT	4,727.47
KPERS	5123.107	KPERS City Contribution	03/07/19	3/7/19	2,929.39	EFT	
KPERS	5123.107	KPERS City Contribution	03/07/19	3/7/19	20.91	EFT	
KP&F	2045.101	KP&F Employee Withholding Payable	03/07/19	3/7/19	1,992.30	EFT	8,158.67
KP&F	5131.107	KP&F City Contribution	03/07/19	3/7/19	6,166.37	EFT	
Miller Management Systems, LLC	5214.101	Other Contracted Services	02/20/19	Recurring EFT	<u>1,800.00</u>	EFT	<u>1,800.00</u>

\$	293,116.04
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Item Number: Consent Agenda- II.-B.
Committee 3/18/2019
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **February 18, 2019 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
February 18, 2019 Minutes

Type
Cover Memo

CITY COUNCIL MEETING MINUTES
Roeland Park City Hall
4600 W 51st Street, Roeland Park, KS 66205
Monday, February 18, 2019, 7:00 P.M.

- Mike Kelly, Mayor
- Erin Thompson, Council Member
- Vacant, Council Member
- Michael Poppa, Council Member
- Claudia McCormack, Council Member

- Tim Janssen, Council Member
- Jim Kelly, Council Member
- Tom Madigan, Council Member
- Jennifer Hill, Council Member

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

Admin

Kelly
Madigan

Finance

Thompson
Vacant

Safety

McCormack
Janssen

Public Works

Poppa
Hill

PLEDGE OF ALLEGIANCE

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

ROLL CALL

City Clerk Bohon called the roll and all Governing Body members were present with CMBR Thompson appearing by phone.

MODIFICATION OF AGENDA

There were no modifications to the agenda.

CITIZENS' COMMENTS

Galen Hansen (5536 Juniper) Mr. Hansen requested the Governing Body slow the process of the phased development and asked that they deny the request to approve the task order prior to adoption. He believed this was a bait and switch on the development plan in that the November plan reflected a small or mid-sized structure and the structure being considered is now three times the original size and is considered a pavilion. He said that he believes a pavilion would be better suited for Nall Park.

I. CONSENT AGENDA

- A. Appropriation Ordinance # 925**
- B. January 22, 2019 Council Minutes**
- C. Community Appointment and Reappointment**
- D. 2019 CDBG El Monte Design Task Order**

MOTION: CMBR POPPA MOVED AND CMBR JANSSEN SECONDED TO APPROVE THE CONSENT AGENDA AS PRESENTED. (MOTION CARRIED 7-0)

II. BUSINESS FROM THE FLOOR

A. APPLICATIONS/PRESENTATIONS

There were no items presented.

III. MAYOR'S REPORT

No report was given.

IV. WORKSHOP AND COMMITTEE REPORTS

There were no reports given.

V. REPORTS OF CITY LIAISONS

A. Aquatics

CMBR Madigan stated that Johnson County Parks and Recreation was open to the idea of marketing and advertising the Aquatics Center in Wyandotte County and Jackson County, Missouri to increase their patron count. They will also work with the JCPRD coordinator at the community center to look into cross-marketing the Aquatics Center and the community center.

There was also an agreement to change their rain check terms to be friendlier towards patrons.

Mr. Madigan said he viewed the meeting as quite productive. They received updates on the repairs to be completed by May 31st when JCPRD hands off the pool to Roeland Park.

B. Parks

CMBR Madigan said the Parks Committee meeting had a standing room only turnout and needed to be moved into the Council chambers. He said it was the largest turnout of a Parks committee meeting in their history.

Mr. Madigan said a group of people that live around R Park received a letter which said anyone regardless of residency will be able to reserve the proposed shelter. The letter stated it will bring strangers into their neighborhood on a regular basis. The open concept of the park is not the issue and all parks should be open to everyone. The issue is whether R Park is appropriate since it is extremely small and is surrounded by homes. The letter also stated the days of a quiet neighborhood park would be gone forever. The letter also said they would have a view of a restroom building forever there would consistently be more traffic.

CMBR Madigan, CMBR Poppa, CMBR Hill, Mayor Kelly and City Administrator Moody all attended that meeting. CMBR Madigan stated that City Administrator Moody did an excellent job answering concerns in spite of the tense atmosphere.

CMBR Madigan said the word pavilion, in reference to Mr. Hansen's earlier comments, is the term that has been used as long as there has been an R Park plan. He noted that originally it was called a wedding pavilion.

Mr. Madigan said his report is attached to the packet and outlines the remainder of the Parks Committee meeting.

CMBR Poppa said he was at the meeting and did hear the concerns from residents, but would say that overall the majority of the people in attendance were very supportive of the pavilion and the phased development plan, but it was great to have that discussion.

VI. UNFINISHED BUSINESS

There was no business discussed.

VIII. NEW BUSINESS

A. Council President Election

Mayor Kelly called for nominations for Council President.

CMBR Hill nominated CMBR Poppa for a second term.

CMBR Madigan nominated CMBR Janssen as Council President.

CMBR Poppa and CMBR Janssen offered their comments for reasons they should be elected as Council President.

Mayor Kelly called for the vote.

CMBR Poppa will remain as Council President for 2019 by a majority vote with CMBRS Poppa, Hill, McCormack and Thompson voting for CMBR Poppa and CMBRS Janssen, Madigan, and Kelly voting for CMBR Janssen.

B. Court Software

Staff has recommended approval of the court software by Incode to include data migration of five years of existing court records.

CMBR McCormack agreed with the necessity of purchasing the upgraded software, but disagreed with adding on more fines to this regressive tax. She stated her plan for the next year is to help reduce the burden of some of the funding on people who are getting misdemeanors and such. She said they do not need to add on to the burden that disproportionately affects the poor.

CMBR Poppa stated that is not currently reflected in the agreement or the agenda item.

City Administrator Moody said this concern was brought up in discussions and he did some investigation and incorporated his findings into the agenda item.

CMBR Madigan asked for clarification on what the yearly maintenance fee covered and the anticipated use they will have before there is a need for an upgrade. Mr. Madigan also wanted to know the length of time between the implementation of the software and the ability of the court clerk to clear up the backlog in the court. City Administrator Moody said the purchase agreement covers updates and upgrades to the software suite from Incode. The company does have a 99 percent retention rate and many area municipalities are also using this software. Mr. Moody said they are working on the backlog with the assistance of light-duty and part-time officers.

MOTION: CMBR POPPA MOVED AND CMBR KELLY SECONDED TO APPROVE THE PURCHASE OF COURT SOFTWARE AND RELATED HARDWARE FROM INCODE (TYLER TECHNOLOGIES), INCLUDING DATA MIGRATION OF FIVE YEARS OF EXISTING COURT RECORDS PER THE TERMS EXPRESSED IN THE ATTACHED PURCHASE AGREEMENT. (MOTION CARRIED 7-0)

C. Amendment of Policy for Employee Tuition Assistance

Mayor Kelly said this item has previously been discussed in a Workshop and there was agreement to place some additional restrictions on the amount of funds, adding in language that this be an annual process for reimbursement.

CMBR McCormack said a decimal point needs to be added under Item 1(c) to reflect a maximum reimbursement of \$2,500.00 per calendar year.

MOTION: CMBR MCCORMACK MOVED AND CMBR HILL SECONDED TO AMEND THE AMENDMENT FOR EMPLOYEE TUITION ASSISTANCE TO CHANGE ITEM 1(c) TO \$2,500 PER CALENDAR YEAR. (MOTION CARRIED 7-0)

MOTION: CMBR JANSSEN MOVED AND CMBR HILL SECONDED TO AMEND THE PERSONNEL POLICY FOR EMPLOYEE TUITION ASSISTANCE. (MOTION CARRIED 7-0)

D. Renew Agreement with I9 Sports

This item was discussed previously during the Workshop.

CMBR Hill asked how this agreement came to be with no fee for use paid to the City. City Administrator Moody said this was the first structured organization to reserve the space. I9 made an offer of providing the port-a-potties as well as the fertilizing of the field and staff felt the value associated with this was reasonable compensation. The other association that uses the field does pay a fee to the City.

Mayor Kelly said he did not feel that the use of the fields was free to I9 Sports. Their provision of a port-a-potty and fertilizer does provide a service as a barter to which there is value.

CMBR Kelly noted that the first sentence in Part B should read “overseeding” not “overseeing.” He added that he would like to see an approval from the City to I9 for whatever work they’re doing.

City Attorney Mauer said any improvement by the user must be approved in writing by the City. He recommended removing the language regarding permanent or semi-permanent structures and replacing it with language that any improvement must be approved by the City in writing.

MOTION: CMBR KELLY MOVED AND CMBR MADIGAN SECONDED TO AMEND SECTION B TO CHANGE “OVERSEEING” TO “OVERSEEDING” IN THE FIRST SENTENCE, AND REWRITING THE SECOND SENTENCE TO READ, “ANY IMPROVEMENT BY USER MUST BE APPROVED IN WRITING BY THE CITY.” (MOTION CARRIED 7-0)

MOTION: CMBR POPPA MOVED AND CMBR KELLY SECONDED TO APPROVE AS AMENDED A ONE (1) YEAR AGREEMENT EXTENSION WITH I9 SPORTS FOR 2019 FOR THE USE OF AREAS AT R PARK FOR RECREATIONAL SOCCER PROGRAMS. (MOTION CARRIED 7-0)

E. Renew Agreement with Black & McDonald

This item was discussed at the previous Workshop.

CMBR Poppa stated as mentioned in Workshop that if this contract is extended through 2019, the City will then take this back out to bid at the end of the contract extension.

MOTION: CMBR JANSSEN MOVED AND CMBR MADIGAN SECONDED TO RENEW THE AGREEMENT WITH BLACK & MCDONALD AT A COST NOT TO EXCEED \$21,694.40. (MOTION CARRIED 7-0)

F. Award Bid for 2019 Street Surface Maintenance Contract

Public Works Director Scharff asked the Council to approve the 2019 chip seal contracted street maintenance with Harbour Construction at a not to exceed price of \$130,330. Staff is also asking the Council to enter into an agreement for the 2019 UBAS contracted street maintenance with McAnany Construction, Inc. at a cost not to exceed \$116,069.

In 2015, the Public Works staff worked alongside the on-call City Engineer to develop a street maintenance program. Streets were then evaluated and rated as to their condition. Mr. Scharff showed a diagram of the streets planned for the 2019 UBAS treatment.

Mayor Kelly asked how they determine what streets receive chip seal and which receive UBAS.

Public Works Director Scharff said that typically the lower rated PCI streets receive chip seal as well as those considered to be a high maintenance street. UBAS is used on streets rated fair, satisfactory or good and is used to help maintain them.

Mayor Kelly asked if any of the streets receiving chip seal would be candidates for UBAS.

Dan Miller, on-call city engineer with Larkin Rynearson, said they could probably use the UBAS on some of the streets. The goal of the maintenance program is to touch a certain percentage of the City's pavement network each year, which is roughly 12 percent. They are working to get the City's streets on an eight-year cycle. They are also working within the street budget and UBAS is about 2½ times the price of chip seal, so it results in just a certain number of streets receiving that treatment.

Mayor Kelly asked what percent of the streets they were touching this year. Mr. Miller said he believed it was around ten percent, but would check on that figure and report back a definite number.

CMBR Kelly asked if there was an alternative to using chip seal. Mr. Miller said there are many different maintenance techniques available but anticipated that chip seal would continue to be used.

CMBR Kelly said his street was chip sealed and there was constant loose gravel on his street. He added that it is tough to walk on and is concerned about residents who do not have sidewalks being forced to walk down the chip sealed streets.

Mr. Miller said the chip seal being used in Roeland Park is a granite chip and is rough and crushed and is used to maintain skid resistance and has a long-term durability of the different chip seals.

Mayor Kelly said they have had feedback from residents that not only is there criticism of chip seal, but there has been a lot of praise on UBAS. He said he was hoping to see more streets receiving the UBAS treatment.

City Administrator Moody said \$80,000 is what Public Works will spend on materials for street repairs that the department will be doing in anticipation of the following year of those same streets receiving a final surface treatment, whether it is chip seal or a UBAS treatment.

Mayor Kelly asked if they could extend the time for a decision on the contracts until the Governing Body could discuss this further at a Workshop.

Mr. Miller said he would have to notify the two contractors and request permission to hold their bids for longer than 30 days. They would also need to communicate with Westwood Hills as they are also joining in the UBAS contract with the City, and they will not be able to do their work until Roeland Park orders the contract.

CMBR Poppa said he would like to table this item to the March Workshop as he wanted to see the actual contract and the updated PCI ratings for each of the streets.

Mayor Kelly clarified what they are requesting to review at the Workshop are the PCI ratings as well as the list of streets for proposed chip seal that do not have sidewalks, the actual agreements, and alternate street materials.

Mayor Kelly asked when Mr. Miller and Public Works Director Scharff go back to the contractors and ask them to hold the bids open to let the Governing Body know immediately if there is a problem or if it would affect their friends in Westwood Hills so that the Governing Body could have a special called meeting to address the issue.

MOTION: CMBR POPPA MOVED AND CMBR MADIGAN SECONDED TO TABLE THIS ITEM TO THE MARCH WORKSHOP TO DISCUSS FURTHER WITH ADDITIONAL INFORMATION. (MOTION CARRIED 7-0)

MOTION: CMBR POPPA MOVED AND CMBR JANSSEN SECONDED TO APPROVE ENTERING INTO THE AGREEMENT 2019 CHIP SEAL CONTRACTED STREET MAINTENANCE AND THE 2019 UBAS CONTRACTED STREET MAINTENANCE AS INDICATED IN THE AGENDA. (Motion was not voted on as it was tabled.)

G. Task Order for Design of Phase 1 R Park Improvements

Staff has recommended the approval of the task order with Lamp Rynearson that provides architectural and engineering design, bid and construction services for the first phase of improvements. The task order is contingent on the phase development plan being adopted by the Council as proposed and approved by the Park Committee.

CMBR Madigan asked if this has been approved by the Parks and Trees Committee. City Administrator Moody said the committee has been charged with making a recommendation to the Council concerning the phase development plan. They do not have that recommendation yet as they are still working on the review and approval of the phased plan. The committee has a special meeting set for February 28 where they will focus on the feedback they received at their last public meeting and will put together finalized changes which they will then forward on to the Governing Body.

City Administrator Moody said they are basing the scope of the task order on the current first phase of the master plan that the committee has been working on.

CMBR Madigan recommended tabling this discussion until after the committee's meeting on the 28th, and said what they will have to say is of great importance.

CMBR McCormack said the recommendation states that it is contingent upon the R Park Phased Development Plan being adopted. She said she is eager and knows a lot of Parks people are eager to move this forward. She said the scope of their discussion will be the size and design of the pavilion and the restroom.

City Administrator Moody said when they get a scope and fee in place for the Phase 1 design, it will look at the design of the pavilion and the restrooms because this phase reflects those structures in the first phase.

Mayor Kelly recommended against tabling the discussion as the concerns expressed are recognized in the task order.

CMBR Poppa said he agreed with the Mayor to move forward and stated on multiple previous occasions the Governing Body in its approval of the R Park Master Plan has given support to the updates. Moving forward with the contingent approval of the task order signals to the Parks Committee that they still support this.

CMBR Janssen said he does not support this item any less by wanting to work off the final plan. He is not comfortable with approving a draft contingent on anything. He asked if there were any foreseeable significant changes to come out of the Parks meeting. City Administrator Moody said he could not predict that and CMBR Janssen said that was his concern.

MOTION: CMBR MADIGAN MOVED AND CMBR JANSSEN SECONDED TO TABLE FURTHER DISCUSSION ON THIS ITEM UNTIL AFTER THE FEBRUARY 28, 2019, MEETING OF THE PARKS AND TREES COMMITTEE. (MOTION FAILED 2-5 WITH CMBRS POPPA, THOMPSON, HILL, MCCORMACK AND KELLY VOTING NO.)

CMBR Hill said she had some concerns about some of the items added into this phase such as the addition of parking, closing of Juniper Drive and the hammerhead. She asked that if they approve this phase is that giving approval for those items.

City Administrator Moody showed the draft of the first phase of the R Park Plan which includes the restroom, two handicap parking spaces adjacent to the restroom, paved sidewalk areas connecting the parking to the pavilion, and the removal of the asphalt on the north end. The Master Plan does reflect the opportunity to add parking which is shown as part of Phase 2 and encompasses adding soccer fields and putting in a hammerhead.

CMBR Hill said she wanted to be clear that the extra things are what they can choose to do moving forward but that they are not the pavilion.

MOTION: CMBR MCCORMACK MOVED AND CMBR KELLY SECONDED TO APPROVE THE TASK ORDER WITH LARKIN RYNEARSON TO PROVIDE ARCHITECTURAL AND ENGINEERING DESIGNS, BID AND CONSTRUCTION SERVICES FOR THE FIRST PHASE OF IMPROVEMENTS AT R PARK CONTINGENT UPON THE R PARK PHASED DEVELOPMENT PLAN BEING ADOPTED BY COUNCIL, INCLUDING PHASE 1 IMPROVEMENTS REFLECTED IN THE DRAFT VERSION OF THE DEVELOPMENT PLAN. (MOTION CARRIED 6-1 WITH CMBR MADIGAN VOTING NO.)

H. Approve Construction of Water Main Extension to serve "The Rocks"

This item was discussed during the previous Workshop.

CMBR Madigan asked about the City's financial responsibility for this project. City Administrator Moody said crossing under 48th Street and taking the water line north to Boelte-Hall's dead-end is the amount of installation to be approved. WaterOne will pay to bring it to the south side of 48th Street and the City would be responsible for taking across the street and up to Boelte-Hall and would be paid for out of the TIF 3 fund.

CMBR Janssen clarified that after the work is completed the TIF 3 fund balance would be approximately \$160,000.

MOTION: CMBR MCCORMACK MOVED AND CMBR HILL SECONDED TO APPROVE THE COMPLETION OF WATER MAIN EXTENSIONS IN COORDINATION WITH WATER MAIN WORK BEING COMPLETED BY WATERONE AS PART OF THE ALDI STORE RECONSTRUCTION, NOT TO EXCEED \$120,000. (MOTION CARRIED 7-0)

IX. ORDINANCES AND RESOLUTIONS

There were no ordinances or resolutions presented.

X. WORKSHOP ITEMS

No items were discussed.

XI. REPORTS OF CITY OFFICIALS

A. City Administrator's Report

City Administrator Moody said they are working at pulling together interviews for the Public Works superintendent position.

The pick-up of all of the leaves is complete and they are approaching the completion of picking up the limbs. They have completed more limb pick-up in-house than what they had anticipated.

B. Finance Director's Report

Ms. Jones-Lacy gave a reminder that March 1st is the next Business Breakfast at 8 a.m. They will be bringing in a CPA to share tax tips for businesses.

She has been working with sub-group of the 47th Street Overlay Committee for the 47 Foodie Fest which will be held Sunday, May 19th from 12-5 p.m. Details will be forthcoming. The City will issue a special event permit and alcohol will be served. Cities have been asked for financial contribution to help support marketing the event and also for rental of tables, chairs and tents.

City Clerk Bohon noted it is on the Community Calendar.

C. Public Works Director's Report

Public Works Director Scharff said there will be a winter storm coming tomorrow night. He said his staff is ready and the trucks are prepped. He said they are a little low on salt, but are anticipating salt to be delivered tomorrow. He asked everyone to be careful driving around tomorrow evening.

Mayor Kelly said on behalf of his family and everyone else he appreciates that it has been a rough winter for Public Works especially short-handed and thanked them for all they do.

D. Police Chief's Report

Police Chief Morris told everyone to slow down.

XII. ADJOURN

MOTION: CMBR POPPA MOVED AND CMBR KELLY SECONDED TO ADJOURN. (MOTION CARRIED 7-0)

(Roeland Park City Council Meeting Adjourned at 8:23 p.m.)

Mike Kelly, Mayor

Kelley Bohon, City Clerk

Item Number: Applications/Presentations- A.-1.
Committee 3/18/2019
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 3/15/2019
Submitted By: Keith Moody
Committee/Department: Fire Department
Title: **Consolidated Fire District 2 Update**
Item Type: Report

Recommendation:

Informational, no action anticipated.

Details:

Consolidated Fire District #2 will be in attendance to report on the fire which occurred at Southridge Presbyterian Church.

The week following the fire the City provided the Church space to meet at City Hall to discuss their plans going forward. We also put them in touch with the Community Center who is working with them on scheduling room rentals for a variety of their activities.

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: Applications/Presentations- A.-2.
Committee 3/18/2019
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 3/15/2019
Submitted By: Gretchen Davis
Committee/Department:
Title: R Park Sculpture Plaque
Item Type: Other

Recommendation:

The Citizens Sculpture Initiative for R Park recommends approval of the R Park Sculpture Plaque per the attached design/details.

Details:

A sign design detail as well as the verbiage for the plaque are attached.

The R Park sculpture plaque is identical to those used by the Nelson-Atkins Museum and is fabricated by the same company, Midtown Signs. Midtown Signs is donating both the plaque stand and the plaque installation, after the sculpture is in place.

The text acknowledges those who contributed to the sculpture and provides background information on the sculptor and the sculpture.

The cost of the plaque is covered by the funds raised in support of the art piece.

Financial Impact

Amount of Request: N/A	
Budgeted Item?	Budgeted Amount: N/A
Line Item Code/Description: R Park Art Fund in the Community Foundation	

Additional Information

How does item relate to Strategic Plan?

The sculpture and sculpture plaque both enhance these Strategic Plan objectives:

Goal 5

Strategy A: Develop existing facilities and green space to maximize usage and service to the public. (Phase 2) Make all green spaces visibly appealing to increase usage.

Strategy B: Prioritize grant funding opportunities to improve the community and diversify finances. (The sculpture project was funded through donations from one major arts organization, 7 family foundations, and over 300 individual and business donations.)

Strategy C: Establish Roeland Park as the premier community for location and service. (Phase 1)

How does item benefit Community for all Ages?

The R Park Sculpture Initiative worked with the Nelson Museum's staff to assure the plaque's compliance with "Community for All Ages" guidelines. People who are elderly and/or visually impaired were considered in the choice of font type, font size, font color and font contrast to the black background. A matte finish on the plaque will reduce glare. Simple, easy-to-understand language was used in providing information about the artist and the sculpture. ADA accessibility was considered in the height of the plaque and its location adjacent to a trail that is not a dead-end pathway. The plaque wording might change slightly after the Nelson Museum staff reviews it. The sculpture and plaque will be ADA accessible via the handicapped parking and trail access next to the tennis courts. The plaque will be located along the trail near the sculpture, but not too close so not to compete with the sculpture's presence.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Verbiage of Plaque	Cover Memo
<input type="checkbox"/> Sign Design Detail	Cover Memo

Item Number: Applications/Presentations- A.-3.
Committee 3/18/2019
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 3/14/2019
Submitted By: Kelley Bohon
Committee/Department: Admin.
Title: **Committee Report – Arts**
Item Type: Other

Recommendation:

Information only, Marek Gliniecki will provide an oral report at the meeting.

Foodfest

2020 Roe Project

AARP Community Challenge

<https://www.aarp.org/livable-communities/about/info-2017/aarp-community-challenge-submission-instructions.html>

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	Type
 February 27, 2019 Art Committee Minutes	Cover Memo

**Roeland Park Art Advisory Committee
Meeting Minutes
Date: 02/27/2019 Time: 6:30 p.m.
Location: Roeland Park City Hall**

Members present: Marek Gliniecki, George Schlegel, Christine Webster, Mary Schulteis, Moffett Ferguson, Lynda Leonard, David Avery

Guests:

ITEMS	Discussion	Action Items/ Responsible Person(s)
1. Concern about three Northington sculptures on display at RP Community Center	Marek said Lisa had Scharnak had contacted him about her concerns about children having too much access and climbing on the sculptures in the area near the community center where they sometimes play. Marek thought it might be possible to add a barrier or place Do Not Climb signs around the sculptures. Christine suggested barriers (ie picket fence) and signs be placed around the three sculptures.	To be researched and discussion continued.
2. About painted examples of sculptures presented from Keith and the Verio designers	David reminded that the suggested sculptures to have paint added for contrast come as created by the artists and we can't legally repaint sculptures. Marek said the RP Art Committee can strongly recommend preferred placement of the sculptures, but the RP Council may have other ideas and they ultimately determine placement.	Marek will write a letter to Verio resubmitting our request for ideas on where they plan to place the sculptures removed from Roe Blvd for the Roe 2020 project along with a proposed timeline of placement of the sculptures.
3. Reda Carr taking back her sculpture, "Mother's Passing"	Mary moved the the RP Art Committee 'gift' the work back to here as is and she is responsible for arrangements and costs to remove the sculpture, "Mother's Passing". Christine seconded the motion and all agreed to proceed.	Marek will contact Reda Carr with our decision. Christine suggested that a representative from the RP Art Committee be present when the work is removed from its present location in Carpenter Park.

4. Appreciation letter to Laura Rendlen for her mosaic for Bella Roe developer	Moffett will send a note to Laura thanking her for working with us and creating such a beautiful mosaic for the community.	Christine and Judy Hyde are working on designs for the project.
5. T-Shirts for the R Park Sculpture Dedication Ceremony	Marek made a motion that the RP Art Committee budget \$350.00 to purchase T-Shirts for the RP Art Committee for the Jorge Blanco Sculpture Dedication. George seconded the motion, motion carried.	
6. April gallery artist is Philip Julio	George is meeting with artist Jessica Lester next week to make arrangements for her to be May gallery artist. Mary has made arrangements for Anthony Oropeza, Royals artist. To be the June artist. Lynda has made arrangements with encaustic artist, Amanda Jolley, to be featured in September.	
7. Jean O'Brien	Mary says Jean is continuing on with her appraisals.	
8. Hanging system and pedestals for gallery	Christine is researching hanging systems compatible with the rails in the gallery that function better than the ones available. George suggested we look for pedestals and or a cabinet for the gallery so we can better display 3D works of art. David likes the idea of being able to showcase more than just wall art.	Mary will look for pedestals and cabinets when she is exploring estate sales.
9. Community for all ages	Dwayne Dougherty from the RP Sustainability Committee wants to work with the RP Art Committee to create events involving people of all ages. Mary suggested possibly a sculpture where RP residents could record their stories. Christine suggested especially the oral history of long term Roeland Park residents. Marek suggested this sounded something like 'Story Corp' stories that NPR does.	

**Roeland Park Art Advisory Committee
Meeting Minutes**

	Mary moved that we invite Dwayne Dougherty to an RP Art Committee meeting. David seconded the motion. All agreed.	
10. Purchase Beth Houts photo	Marek motioned that the RP Art Committee purchase, “A New Light” photo from Beth’s exhibit for \$250.00. George seconded the motion, motion carried. Marek suggested that the committee discuss why we want to purchase art. David suggested that we establish an inventory of art already purchased, and where to display the work we have purchased. We also need to establish a plan or criteria on what art to purchase in the future.	Discussion to be continued.
11. 2020 Budget	Mary say we have \$25,000.00 available to work with for RP Art Committee projects.	Next meeting further discussion on 2019 budget and ideas for projects
12.		
13.		
14.		
15.		
16.		

Item Number: Reports of City Liaisons- VI.-A.
Committee 3/18/2019
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 3/15/2019
Submitted By: Keith Moody
Committee/Department: Pool Advisory Committee
Title: **Pool Advisory Committee- Approval of Climbing Wall Purchase**
Item Type: Report

Recommendation:

Attached are the minutes from the 3-12-19 Pool Advisory Committee meeting.

The Pool Advisory Committee recommends purchasing a climbing wall to replace the high dive at the pool.

Details:

Attached are minutes from the 3/12/19 Pool Advisory Committee meeting which reflects the status of projects being pursued prior to the 2019 season.

Also attached is a memo detailing options, prices and justification for replacing the high dive with a climbing wall. The Pool Advisory Committee supports the replacement.

The cost of the proposed climbing wall (\$21,650) is similar to the cost of replacing the diving board (\$25,724). The wall is safer and would be unique among pools in the Super Pass Program. The wall would go in the same vicinity as the high dive, it requires similar water depth.

Roeland Park has a simpler/quicker purchasing process than JCPRD, which this is a time sensitive purchase in order to have the project complete by the start of the season, therefore staff recommends the City purchase the climbing wall and JCPRD will reimburse the City for half per the terms of our current agreement.

The wall can be easily relocated, therefore moving forward with adding this new feature now does not limit options for improvements that may occur based upon Council's anticipated pool improvement planning process (to begin in April).

Financial Impact

Amount of Request: \$21,650 total cost, City's share is \$10,825	
Budgeted Item?	Budgeted Amount: \$5,000 budgeted for diving boards out of \$73,388 total budget for capital improvement at the pool
Line Item Code/Description:	

Additional Information

The cost of improvements completed at the pool prior to 6/1/19 will be shared equally between JCPRD and the City.

How does item relate to Strategic Plan?

A climbing wall enhances the uniqueness of the Roeland Park pool and expands the variety of recreation opportunities to residents.

How does item benefit Community for all Ages?

Climbing is an activity that attracts people of all ages.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Pool Advisory Committee Meeting Minutes 3-12-19	Cover Memo
<input type="checkbox"/> Climbing Wall Recommendation Memo 3-15-19	Cover Memo
<input type="checkbox"/> 3rd Climbing Wall Price Quote 3-15-19	Cover Memo



Roeland Park Aquatic Center Pool Advisory Committee Minutes

March 12, 2019
6:00PM
Community Center

Johnson County Park & Recreation	City of Roeland Park
Leslee Rivarola, Board Member	Jim Kelly, Council Member
Rhonda Pollard, Superintendent of Recreation	Tom Madigan, Council Member
Jim Wilson, Project Manager III	Claudia McCormack, Council Member
Marshall McKinney, Aquatics Manager	

Called to Order at 6:05 pm

Advisory Committee Members Present: Jim Kelley, Tom Madigan, Rhonda Pollard, Marshall McKinney, Claudia McCormack

Members Absent: Leslee Rivarola, Jim Wilson

Others Present: Keith Moody City Administrator, Shannon Plueger Aquatics Leader

AGENDA ITEMS

A. Early Bird RPAC Membership Sales start

1. All memberships sold during April 2019 will receive a 10% discount.
 - a. Discount does not apply to Super Pass memberships
 - b. Memberships will be sold at RPCC during normal hours of operation

B. Swim Lessons start registration March 25, 2019

- a. Registration for swim lessons will start March 25th

C. RPAC Signage- The Committee reviewed signage options expressing support of option C. JCPRD will have signage produced and put up.

1. Membership/Staff signage on Roe Boulevard
2. Membership signage at RPAC & RPCC

D. Marketing East in KC and in Wyandotte County, KS

1. Facebook- Committee expressed support of spending up to \$400 through Facebook if the City's PIO felt it was an effective means of reaching prospective pool patrons.
 - a. ~ \$0.01/eyeball so for \$100.00 get \$10,000 views
 - b. Facebook allows you to target just specific demographics, or a specific geographic region.
 - c. RP Marketing consultant will be leading the marketing campaign for membership sales and creating, and designing and posting these posts and advertisements. JCPRD will post these on JCPRD's Facebook page.
2. KC Parent
 - a. After further research into this option JCPRD Marketing Manager does not recommend this be a marketing outlet for this season. Stating the return on investment he feels will not be a smart use of money. Focus on social media marketing. (Facebook posts, Facebook advertising and Nextdoor.)
3. What is marketing story for the 2019 season?
 - a. Discussion- The Committee feels the new wall, heated water in the spring and accommodating rules should be included in the message.

E. Climbing Wall- The Committee expressed support of replacing the high dive with a climbing wall due to the cost of a 2 panel by 4 panel wall be similar to the cost of replacing the high dive and that installation was relatively simple, the wall could be expanded to accommodate 2 people at a time in the future and the wall would be unique compare with the other pools in the Super Pass Program.

1. Option 1: 4x1 – \$11,175 (1 users)
2. Option 2: 4x2 – \$21,650 (1 users)
3. Option 3: 4x3 – \$31,510 (2 users)

4. Lead time 12 weeks from signed quote and receipt of 50% deposit
5. Seeking approval to remove 3m Diving Board.

F. Pool Heaters – Continue or Discontinue Use- The Committee supports continuing to heat the pool in the spring as this makes out pool unique.

1. De-Winterize Heaters/Winterize Heaters - ~\$2,000
2. RPAC is the only aquatic center in the Super Pass pools that has heaters. RPAC has always ran heaters through summer months to keep water at set minimum temperature. Due to running heaters yearly, there is no comparison to know what the savings are to not run heaters. During summer months, the pool heaters would be the primary consumer of gas. Gas bills during summer months have averaged \$1,000/month. The other gas user during summer months are the water heaters for locker rooms and concession area.
3. This is something that separates RPAC from the other area pools early in the season. As fresh water is typically very cool and warming up from the sun.

G. Review Status of Repairs

1. Valve Replacement (~\$23,427.80)
 - a. Crystal Trenching has replaced the valve. Lexington Plumbing was called out to pressure test the line to ensure there were no leaks where the lines were cut. They found another leak where the line tees off to feed a drop slide that was on the north end of the pool. Two options were presented. Dig to the tee and cap the line that fed the drop slide, or digging line and replacing line to where the drop slide was. It was estimated to cost \$15k more to replace line to drop slide. It was decided to cap the line. After capping was completed, Lexington Plumbing pressure tested the lines and confirmed that line does not leak. Crystal Trenching has backfilled the areas.
 - b. Sloan Concrete will fix area of concreted from valve repair
2. Bulkhead Reconditioning Update- Bulkhead will be shipped starting March 18th and will arrive March 20th. Bulkhead will be placed in the NE corner of the pool. This is ahead of original schedule.
3. Concrete Repair
 - a. Keith, Jeremy and Marshall will walk the pool and mark all concrete to be replaced. Jeremy will meet with Jim Sloan Concrete to review and schedule work.
4. Replace Custodial Door (\$5,632.00)
 - a. The custodial door between the Men's & Women's restroom will not close.
 - (a) Door has been ordered. 6 week lead time. Should be installed mid-April.
 - (b) FRP Chemical Proof Door (\$5,632.00)
 - i. After discussion with DH Pace representatives they ultimately recommended the FRP door for the environment that the door is in.
5. Improve Ventilation in Men's Restroom
 - a. Currently working with Schuler to get a quote and schedule of work.
6. 3 Pole Fountains In Zero Depth Area- The Committee supports plugging the discharge for the center fountain due to it being damaged and there not being direction established for what the zero-entry area may entail in the future. JCPRD will make sure the plug does not pose a hazard.
7. ADA Lift Replacement (\$3,294.00)
 - a. As reported in Water's Edge Facility Evaluation: The ADA lift installed along the east side of the leisure pool area is not functional and was anchored in a backstroke stanchion sleeve. The backstroke pennant line is tied to the

lift, so the line is now at an angle to the lap lanes. A new lift is needed. The backstroke pennant needs to be moved to proper stanchion.

- b. Commercial Aquatics has suggested a new Ranger ADA lift. This lift will not utilize the backstroke stanchion sleeve to anchor. This will allow the backstroke stanchion sleeve to be used for proper stanchion and address the backstroke flags being at proper angle. (Quote and lift information attached)
8. Vortex Lint Basket (\$243.20)
 - a. Ordered just waiting for item to arrive.
9. Pump House convert lighting to LED (\$4,670.00)
 - a. Should be starting next week. Weather has caused numerous delays by contractors.
10. Auxiliary Pool Pit Fiberglass Grates Update
 - a. These have been ordered.
11. Pump Room Improvements Update
 - a. All the below items we are working with Commercial Aquatics to complete.
 - (1) Pump Rebuild & Replacement Coated impeller (if needed)
 - (a) Pump #1 the impellor was bad when opening. CAS worked with Water's Edge has approved a motor/pump combination for replacement that addresses a concern that was in their facility report. The motor/pump have been ordered. (\$11,885.18)
 - (2) 8" Valve to isolate lint basket
 - (a) Waiting on Pumps
 - (3) Remove Old Check Valves & Flex Connectors and provide New Pipe and Fittings on both Pump 1 & 2 *
 - (a) Waiting on Pumps
 - b. Replace Slide Pool Strainer Update (\$3,407)
 - (1) Commercial Aquatics has been instructed to perform this work.
12. Stairs in Pump Room
 - a. RTE Technologies has submitted a plan of action to address stairs in the pump room. Jim Wilson is working with a contractor to schedule work.
13. Caulking Concrete Deck
 - a. After concrete work is completed, Sloan Concrete Construction will caulk expansion joints in deck.
14. Removal of UV
 - a. UV is not necessary in a summer only operation. The Committee supports the removal due to the additional cost of operating the system, the cost to repair the support structure, it being a non-essential treatment item and that if disinfection were necessary shocking the pool with chlorine would be used even if UV were in place.

H. Update on Pool Management Agreement Process-

1. Agreement has been drafted with feedback from JCPRD staff. The Management fee is to reflect costs that are not solely related to the pool. The agreement includes a line item budget which reflects the costs solely related to the operation of the pool (including all hourly staff costs at the pool). The draft is under review by legal staff.
2. JCPRD to review the expense and revenue associated with the extended operating hours provided at the end of the 2018 season to provide the Committee insight on the likely costs associated with an extended season in 2019
3. Direction on Season Dates for 2019- the agreement reflects a Memorial Day through Labor Day season per direction taken by council to proceed as a summer only facility with Memorial to Labor Day as the season length. The length of the season influences the management fee that is charged by JCPRD as well as the line item budget that is part of the agreement.
4. Completing the Pool Rules and Operational Plan ASAP are essential to having the agreement approved by both agencies and in place by 6/1/19.

Adjourned at 7:08 pm

NEXT REGULAR MEETING:

Date: April 9th Time: 6:00 PM Location: Roeland Park Community Center- Room 6

Memorandum

To: City of Roeland Park City Council
From: Roeland Park Aquatic Center Advisory Committee
Subject: Addressing 3-Meter Diving Board

In the final Roeland Park Aquatic Center Feasibility & Operation Report by Waters Edge Aquatic Design, Waters Edge recommends discontinuing the use of the 3-meter (high dive) as it does not meet the Federation Internationale de Natation (FINA) standards. The Roeland Park Advisory Committee has explored possible options to replace this amenity and has made a recommendation to replace the 3-meter diving board with a new climbing wall. In this memo you will find the options the committee explored and an explanation on how the committee came to their recommendation.

Water's Edge 3-Meter Board Recommendation

The three-meter stand measures 10.06 ft (10 ft-3/4 inch) from water level to board surface. FINA standards allow a plus 2-inches tolerance. The 3-meter board minimum height is 9.84 ft., so the difference is 0.22 ft or 2.64 inches. This exceeds the 2-inch FINA tolerance, so the 3-meter board should not be used for competition. There is no known recreational diving standard for safe diving. Waters Edge Aquatic Design designs pools and diving areas to meet competitive diving standards even when the intent of use is for recreational diving only. Because of these factors, we would recommend discontinuing use of the 3-meter diving board as-is.

Option 1: Modify Current 3-Meter Diving Board Stand to achieve FINA Standard

(Cost: Not Applicable)

This option seemed to offer the simplest approach as well as the most cost effective way to modify the 3m board to achieve the required height. Commercial Aquatics Services was employed to work with Duraflex International, the diving board manufacturer, to see if this option was possible. After numerous conversations and measurements, Duraflex International determined the current stand could not be modified to reach the FINA standards.

Option 2: Purchase New 3-Meter Diving Board that meets FINA Standard

(Cost: \$25,724.77)

The determination that the current stand could not be modified naturally led the committee to explore the option of purchasing a new 3-meter stand and diving board.

While exploring this option, the committee discussed the national trend of 3-meter diving boards being taken down due to safety concerns in a recreational environment. The following article by Dr. Tom Griffiths explains the safety concerns and recommendations for 3-meter diving boards.

WHERE HAVE ALL THE HIGH DIVES GONE?

By: Dr. Tom Griffiths

<https://www.forensicdjs.com/blog/where-have-all-the-high-dives-gone/>

For the past quarter century, high diving boards (3-meters; ten feet) have been disappearing from public and private swimming pools across the country. This swimming pool staple which so many middle aged and older Americans learned to love while they were children, is no longer available for their children and grand children.

Statistics indicate that springboard diving is a very safe sport. That is because NCAA, USA diving and many other water safety agencies have safety training programs for their coaches and follow strict depth and distance requirements to provide safe “diving envelopes” in the water for divers/jumpers. So what’s the problem?

Far too many three-meter (high dives) were placed in recreational settings without the assistance of qualified coaches and springboard diving agencies. As a result, numerous falls to unprotected concrete decks below have occurred around the country resulting in death or paralysis. Hence, high dives are quickly becoming dinosaurs.

In a soon to be published Penn State study, highly trained divers were simply asked to step off the three-meter diving board and land safely, feet first in the water ten feet below. The average elapsed time for all subjects was approximately half a second. This illustrates that accidental falls to the deck are just as fast and as a result, extremely difficult to supervise. Therefore, if existing three-meter diving boards are to remain in place, or if new high dives are to be installed, they must be engineered for safety by making them “fall-proof.” What other activities allow minor children to climb unsupervised up a nearly vertical ladder over hard concrete with bare feet in a wet environment? Children can no longer climb to heights on playgrounds or in water parks, but unfortunately there are still some pools that allow unsupervised and untrained young children to participate in this extremely dangerous activity.

There are safer alternatives for three-meter diving boards:

- Remove the ladder and replace it with a safer stairway with landings and spindles or even a circular stairway. Both should have a multitude of safety railings small enough for a minor to grasp.
- Enclose and extend the railings on the diving board level so that they go well beyond the swimming pool edge and cannot allow a minor to fall through or in between the railings. Connect the horizontal three meter railings to the ascending pool railing from the deck so that the ascending rails do not have to be let go prior to grabbing the diving board railings.
- Pad and cushion the surrounding deck below just in case.

-
- Supervise, train and regulate who can use the diving board and when. Consult USA diving for details.

Older three-meter diving board installations call for extraordinary efforts to make them safe. Existing three-meter diving boards constructed and installed in recreational settings to old standards must either be renovated or removed to provide a safe opportunity for young people to be introduced to the thrill of diving. All three-meter diving boards, regardless of the environment they are in must be regulated and supervised aggressively.

After discussing the safety concerns with a high dive, the committee explored some options that were recommended by Dr. Tom Griffiths.

Option 3: Fabrication and Installation of new stairs and stand for 3m diving board.
(Estimated cost \$80,000)

Working with Water's Edge Aquatic Design, the committee sought out safer solutions to the existing 3m diving board and stand for replacement. Water's Edge cited that they have used a full stairway and platform to create a safer approach to the board, with safety railing installed up the stairway, as well as on the platform, to reduce risk of patrons falling to the concrete deck. The committee liked the safety that this option provided, but was concerned with the stairway footprint and how this could affect the overall facility, as well as the cost.

Option 4: Other Amenities

With the concerns of cost and the logistics of installing a stairway for the 3m diving board, the committee wanted to explore different amenity ideas. Water's Edge Aquatic Design helped provide options they see trending in today's pool facilities and what is popular amongst users. Options of another 1m diving board, log roll, and climbing wall were presented.

Additional 1m Diving Board:
(\$17,882.90)

The removal of the 3m diving board and replacement with a 1m diving board was discussed. This could reduce any lines we have for the current 1m diving board and give patrons the option of two 1m boards. It was determined that this option is not recommended because this amenity is already available and the committee wanted to look at different amenities patrons could enjoy at the facility and amenities that would set the facility apart from others in the area.

Log Roll:
(Estimated Cost: \$15,000)

While the Log Roll offered a new amenity option for the pool, after discussion it was determined it might be an option for the future. Because it does not require the deep

water depth, this option could be placed in another location of the pool if determined it was desired in the future.

Climbing Wall:

(Costs with options and recommendation below.)

A climbing wall was determined to be the recommendation of the committee for numerous reasons listed below. The location of the wall is being worked on with Waters Edge Aquatic Design to ensure all safety specifications are met when installing.

1. The experience a patron will feel on the climbing wall will be similar to that of the removed 3m diving board. The climbing wall is 16 feet tall, so the height is similar to the 3m board. Also this would give patrons a challenge that is not offered by the diving board.
2. Currently, no other Super Pass pools offer a climbing wall. The committee feels adding this new attraction will not only serve Roeland Park residents well, but also bring additional patrons into the facility.
3. The safety of all patrons visiting the Roeland Park Aquatic Center is priority #1. Having the ability to provide an amenity yielding a similar experience to the removed 3m diving board, yet offering a safer experience for users was very attractive.

Both the City of Gladstone, Missouri and the City of Lenexa, Kansas, have removed their 3m diving boards and replaced them with a climbing wall. Both cities were contacted and had very positive feedback on their climbing walls. Both stated the removal of the 3m diving board was difficult and patrons were upset, but most were pleased with the new climbing wall amenity. Both the City of Gladstone and the City of Lenexa chose an AquaClimb product, which is the same manufacturer the committee is recommending.

There are two main manufacturers of aquatic climbing walls: AquaClimb® and Kersplash®. After reviewing products and recommendations of facilities that have climbing walls, the committee recommends purchasing the AquaClimb® Classic Plus 4x2 model in Glacier (blue tint). The Classic Plus model is unique only to AquaClimb® as they are the only manufacturer of the 3D contoured aquatic climbing walls, particularly for the polycarbonate Glacier model. The upgraded Classic Plus models all offer 3D contour panels to enhance the climbing experience; the Classic Plus includes the Ice, Glacier and custom color panel options. Molded to replicate actual rock, these panels can be rotated on the frame over time to add variability and change to the wall each season. Additionally, the Classic Plus offers more color options than the entry Classic Krystal as well as the option for translucent panels. Translucent panels allow visibility behind the wall for lifeguard supervision, allow natural light to pass through and offer some privacy for the climber as they ascend the wall. Another great benefit to the 3D contour panel is the option to flip the panels in addition to rotating them, creating a whole new climbing experience to the wall. For the reasons stated above as well as referrals the committee recommends the AquaClimb® Classic Plus model.

AquaClimb® is the sole source for the Classic Plus model. Considering the advantages listed above, the committee recommends this amenity for the Roeland Park Aquatic Center. Because this is a sole source option, quotes of similar sized climbing walls of the Kersplash® 4x2 Crystal Clear were provided. Also provided is a sole source letter from AquaClimb®.

Climbing Wall Quotes

1. **AquaClimb® Classic Plus 4x2 Panel: \$21,650.00 (Recommended)**
2. Kersplash 4x2 Crystal Clear 4x2 Panel (Aquatic Technology Inc.): \$21,400.00
3. Kersplash 4x2 Crystal Clear 4x2 Panel (The Lifeguard Store Inc.): \$19,400.00

There is a possibility that the current 1m board will need to be moved to provide the necessary separation between the amenities. Commercial Aquatics has given a very rough estimate on the high end of \$2,000.00 for this work.



800-956-6692
www.aquaclimb.com

March 13, 2019

Dear Sir/Madam,

I am writing to inform you that AquaClimb is a brand name of our poolside climbing walls. Our 3D Ice, Glacier, Ascent, Canyon & KURVE models attach to the pool deck and are used as an alternative fitness and recreational activity for the deep end of pools. AquaClimb 3D Ice, Glacier, Ascent, Canyon and KURVE models are offered exclusively by Pyramide USA in North America and around the world. We are the sole source that manufactures, sells and provides these walls in North America. In addition, we are the sole source that manufactures and sells the peripheral equipment and to offer our load dissipating t-nut hardware with all climbing walls.

Thank you for your interest and we look forward to working with you.

Russell I. Moy
CEO/President Pyramide USA, Inc
E: russell@climbpyramide.com D: +1 800 736 2873 Ext 101 C: +1 571 246 1613

AquaClimb® is a registered trademark of Pyramide USA Inc. | PO Box 530 | Frederick, MD | 21705 | 800-956-6692



Leslie Amico
Cell: 720.486.5616
leslie@aquaclimb.com

Quotation / Purchase Agreement - Classic Plus

Classic Plus Line: selection of Ice or Glacier model

Quote Provided For: City of Roeland Park

Job Ref./Order No.: RP3-5-19

Prices Valid Through: 4/4/2019

Quote date: 3/5/2019

Lead time: 12 weeks from signed quote
and receipt of 50% deposit

Please confirm shipping address

CUSTOMER INFO

Customer: City of Roeland Park
Contact: Marshall McKinney
Address:
City: Roeland Park
State: KS
Phone: 913.826.3160
Email: marshall.mckinney@jocogov.org

SHIP TO LOCATION

Facility: Roeland Park Aquatic Center
Ship Contact: Marshall McKinney
Ship Address: TBD
City: Roeland Park
State: KS
Phone: 913.826.3160
Email: marshall.mckinney@jocogov.org

AQUACLIMB CLASSIC PRODUCT RANGE

QTY	MODEL	4 PANEL HIGH X 2 PANEL WIDE	Total Cost
1	AC-CP	Classic Plus: 3D contour polycarbonate panel, option for blue tint	20,500.00
1		Shipping & Handling	1,150.00
1		Installation & taxes	Not Included
TOTAL PRICE in USD			\$21,650.00
50% Deposit			\$10,825.00

Additional Remarks: Requires gutter measurements by customer.

Pricing & Payment Terms - Please remit payment within 5 business days of signing agreement.

All prices are stated and payable in US Dollars. Payments originating outside the U.S.A. must be drawn from a USD bank account or remitted by wire transfer in USD funds. Unless otherwise stated in writing, 50% of the total Purchase Price is required as deposit upon execution of this agreement and the balance is due immediately upon product delivery. Invoices not paid within 30 days of issuance will be subject to a 1.5% interest fee compounding monthly. Prices as stated herein are only valid if this signed Purchase Agreement and Deposit are received by Pyramide USA Inc. by the date stated above. All costs associated with local, county, and state permits is purchasers responsibility. Price does not include stamped engineer drawings. Electrical bonding is the responsibility of the customer. All costs for modifications to standard AquaClimb is the responsibility of the customer.

We accept check, e-check, wiring, and credit cards. For wiring information, please contact Cathy Morgan at 800-956-6692 or cathy@aquaclimb.com.

Please make checks payable to: Pyramide USA Inc. P.O. Box 530 Frederick, MD 21705

I warrant that I have the authority to act on behalf of the Purchasing Company in entering into this Agreement with Pyramide USA Inc. I have read and understand all terms and conditions of this Purchase Agreement and hereby accept and agree to adhere to such terms.

Customer Signature _____ Date _____
Printed _____
Name/Title _____

Pyramide Signature _____ Date _____
Printed _____
Name/Title _____

AquaClimb is a registered trademark of Pyramide USA Inc. - Copyright 2009





The Lifeguard Store, Inc.
All American Swim,
Swim Shops of the Southwest
2012 West College
Normal, IL 61761
PH (309) 451-5858
FAX (309) 451-5959
www.thelifeguardstore.com

Estimate

DATE	ESTIMATE
03/14/2019	EST054520



BILL TO
Johnson County Parks & Recreation Cindy Campbell 7900 Renner Rd Attn. Accounts Payable Shawnee, KS 66219

SHIP TO
Johnson County Parks & Recreation Marshall McKinney Attn Cindy Campbell 6510 Antioch Rd Shawnee, KS 66202

Shipped Via:
UPS GROUND

Estimate Prepared by:
ckramp

ITEM	DESCRIPTION	QUANTITY	PRICE EACH	TOTAL
70537	DROPSHIP: CRYSTAL CLEAR KERSPLASH CLIMBING WALL - 16' TALL X 4' WIDE	2	\$9,700.00	\$19,400.00
ZZCUSTOM	DROPSHIP: shipping includes prior notification and limited access. Please note that a method	1	\$0.00	\$0.00
ZZCUSTOM	DROPSHIP: to remove from the truck (Forktruck) must be present at delivery time. Freight	1	\$0.00	\$0.00
ZZCUSTOM	DROPSHIP: cannot include due to type of transport.	1	\$0.00	\$0.00
			Subtotal	\$19,400.00
			Freight	\$1,940.00
			Tax	\$0.00
			Total	\$21,340.00



1.800.446.6416 • helpdesk@poolweb.com
37 Gabriel Drive • Augusta, ME 04330
EIN: 04-3260455

#E14591

03/14/2019

Bill To

Marshall McKinney
Roeland Park Aquatic Center
4843 Rosewood Dr.
Roeland Park KS 66205
United States

Ship To

Marshall McKinney
Roeland Park Aquatic Center
4843 Rosewood Dr.
Roeland Park KS 66205
United States

Total With Shipping

\$21,400.00

Expires: 04/03/2019

Climbing Walls Quote

Sales Rep

E198 Saeed Hemati

Ship Via

-Standard Ground-

Qty.	Item	Options	Rate	Amount
2	70537 KerSplash Pool Climbing Wall - 16 Foot Tall x 4 Foot Wide - Crystal Clear		\$10,700.00	\$21,400.00

Note Estimate Free Freight

There are no additional charges for freight to ship these items to the shipping address on this quote. No shipping or handling fees will be charged and the amount of this quote is your final costs. Sales Tax may be added if required unless a valid exemption certificate is provided.

Modifications to quantity, shipping location, items etc could impact pricing on this estimate. If changes need to be made, please contact us for a revised quote.

Subtotal		\$21,400.00
Shipping		\$0.00
Additional Discount		
Total		\$21,400.00





Recreation Supply Company
PO Box 2757
Bismarck, ND 58502
P: (800) 437-8072
F: (701) 255-7895

QUOTE

QUOTE # QTE035738

Page 1/1

BILL TO:

Roeland Park Aquatic Center

Jim Armstrong
4843 Rosewood
Roeland Park, KS 66205
P: (913) 432-1377

SHIP TO:

Johnson County Park & Recreation

Marshall McKinney
4843 Rosewood
Roeland Park, KS 66205
P: (913) 826-3160

Customer ID	Ship Via	Sales Rep	Terms	Document Date	Expires
113823	SEE INSTRUCTION	BRAD	NET 30	3/14/2019	04/13/2019

Quantity	UOM	Item Number	Description	Unit Price	Extended Price
1	EA	HH0537247	DROPSHIP: KERSPLASH CLIMBING WALL, CRYSTAL CLEAR, 16 FT TALL, 8 FT WIDE	25,200.00	25,200.00

Liftgate and call 24 hour notice added per Marshall

Subtotal	25,200.00
Misc	0.00
Tax	0.00
Freight	125.00
Trade Discount	0.00
Total	\$25,325.00

Item Number: Reports of City Liaisons- VI.-B.
Committee 3/18/2019
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 3/1/2019
Submitted By: Mayor Kelly
Committee/Department: Admin.
Title: **Events Committee**
Item Type: Other

Recommendation:

Due to the lack of participation and retention in volunteers of the events committee, the Governing Body should discuss adjusting the committee's mission. Previously Events Committee volunteers indicate they have felt overworked and 'burnt out' due to the slate of events they put on each year. This has led to low numbers and a lack of retention and continuity in volunteers on the committee. Thus, a suggested revision to the committee's scope is as follows:

Community Engagement Committee:

Goals:

- To be the outreach to citizens, by citizens. Fostering broad and inclusive participation of our residents in city affairs.
- Being the liaisons between the business community, the residents, and the city government/staff.

Some of the activities that can be done by the committee include, but are not limited to:

- Welcome baskets for new residents.
- Small pop-up events.
- Tabling at the businesses' events.
- Small park parties.
- Pool support.
- Supporting other events in partnership with JCPRD or other citizen committees.
- Partnerships with the community center events such as the Easter Egg hunt.
- Help with the grassroots PIO marketing.

- Support local block parties.
- Supporting local charity endeavors, i.e. Cure SMA run - city team.

In the future, once the committee is re-established and vibrant, the committee could host one large community event (like a Roe Fest) but would not be required to do so on an annual basis.

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	Type
Community Events Committee	Cover Memo

ARTICLE 10. - COMMUNITY EVENTS COMMITTEE

Sec. 1-1001. - Purpose.

The purpose of the Community Festival Committee is to make recommendations to the City Council concerning the annual community festival and such other community events as may from time to time be sponsored, endorsed and/or planned by the City.

(Ord. No. 711, § 1; Code 2013)

Sec. 1-1002. - Creation and Establishment.

There is hereby created and established a Community Events Committee for the City which shall consist of two members of the City Council and up to eight additional individuals, of which at least six shall be residents of the City. All of the individuals shall be nominated by the Mayor and approved by the City Council. The terms of all members shall be for one year beginning January 1st of each year. In the event a vacancy should occur during the term of any member, his or her successor shall be appointed in the same manner for the unexpired portion of the term. There shall be no limitation on the number of times an individual may be re-appointed. Any member of the Committee may be removed at any time by a majority vote of the City Council. Neither the Committee nor any individual member shall have any authority to financially obligate, commit or contract on behalf of the City.

(Ord. No. 710, § 2; Code 2013)

Sec. 1-1003. - Compensation.

Members of the Community Events Committee shall serve without compensation. ;hn0; (Ord. No. 710, § 3; Code 2013)

Sec. 1-1004. - Duties and Responsibilities.

It shall be the responsibility of the Community Events Committee to plan, organize and carry out community events as may from time to time be sponsored by the City and the coordination and scheduling of events planned by other committees.

(Ord. No. 710, § 4; Code 2013)

Sec. 1-1005. - Advisors.

The City Council may designate or employ, with or without compensation, such advisors to the Community Events Committee as the City Council shall hereafter determine to be necessary and advisable to accomplish the purposes of this article.

(Ord. No. 710, § 5; Code 2013)

Sec. 1-1006. - Meetings, Rules and Regulations.

The Community Events Committee shall meet at such times and places as it shall agree upon or upon call by the City Council. The Committee shall elect a chair and vice chair at its first meeting of each calendar year. Any bylaws or other rules and regulations relating to its meetings and proceedings must be approved by the City Council. The committee shall keep minutes of its meetings and provide a copy

thereof to the City Clerk. A majority of the members appointed to the Community Events Committee shall constitute a quorum for the transaction of the business of the Committee.

(Ord. No. 710, § 6; Code 2013).

Sec. 1-1007. - Code of Ethics.

The Code of Ethics for Elective and Appointive Offices, as adopted pursuant to Charter Ordinance No. 12, and any amendments thereto, shall apply to the appointed members of the Community Events Committee.

(Ord. No. 710, § 7; Code 2013)

Item Number: Unfinished Business- VII.-A.
Committee 3/18/2019
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 2/15/2019
Submitted By: Donnie Scharff, Director of Public Works
Committee/Department: Public Works
Title: **Award Bids for 2019 Street Surface Maintenance Contracts**
Item Type: Other

Recommendation:

Staff recommends for Council to enter into the agreement for the 2019 Chipseal Contracted Street Maintenance with Harbour Construction at a cost not to exceed \$112,000 (assumes more UBAS less chip than originally bid).

Staff recommends for Council to enter into the agreement for the 2019 UBAS Contracted Street Maintenance with McAnany Construction Inc. at a cost not to exceed \$178,000 (assumes more UBAS less chip than originally bid).

Details:

The city has budgeted \$325,000 for contracted and in-house street maintenance for 2019. Streets to receive surface treatments were identified in 2018 (reference attached map). Staff typically spends \$70,00 to 80,000 of the \$325,000 budget on in-house street maintenance with the balance spent on contract surface treatments. Completing surface treatment's such as Chipseal and UBAS (Ultra Thin Bonded Asphalt Surface) to our streets increases the life of the road.

The two attached bids for UBAS and Chipseal treatments total \$246,099. Sufficient funds remain to allow PW staff to complete the 2019 in-house street maintenance prep work. UBAS (\$7.36 per square yard) is more than double the cost of chipseal (\$3.30 per square yard). It is however more durable and is better suited to higher traffic volume streets and streets in "Satisfactory" or better condition.

Financial Impact

Amount of Request: \$290,000

Budgeted Item?	Budgeted Amount: \$325,000
Line Item Code/Description: 5221.300	

Additional Information

The City Engineer has put together the attached presentation to provide background on the two types of surface treatments being employed for 2019. The presentation also provides the Pavement Condition Index for these streets based upon the 2018 lidar inspections. The presentation addresses that when a streets PCI gets too low (below Satisfactory) that it is no longer a good prospect for UBAS.

The City Engineer has identified the 2019 surface treatment program streets with a PCI that is "satisfactory" or better and are thus UBAS candidates (see slide 8 of the power point). Completing all those streets identified for 2019 surface treatments having "satisfactory" PCI's would require increasing our total surface treatment budget \$45,000 to \$370,000. The Special Infrastructure Fund (\$115,000 budgeted) and General Fund (\$210,000 budgeted) both support the surface treatment program. The Special Infrastructure Fund received \$175,000 more in transfers from the General Fund than projected (due to the General Fund having a larger than anticipated 2018 ending fund balance). There are sufficient resources in the Special Infrastructure Fund to increase (by \$45,000) the total allocation for the 2019 Surface Treatment program to \$370,000.

Staff supports employing UBAS per the map on slide 13 of the power point (Enhanced 2019 Street Maintenance With Additional Funding), however we do not consider the practice of using UBAS for surface treatment on all streets with a PCI of "Satisfactory" or better as sustainable without increasing resources which support infrastructure maintenance/replacement. Additional analysis is required to determine how much additional funding would be necessary to sustain this approach. This analysis can be completed as we develop the 2020 budget/CIP.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

N/A

ATTACHMENTS:

Description	Type
❑ UBAS vs Chipseal Presentation by Larkin	Cover Memo
❑ Ubas Bid	Cover Memo
❑ UBAS Engineers Recommendation	Cover Memo
❑ Chipseal Bid and Engineers Recommendation	Cover Memo

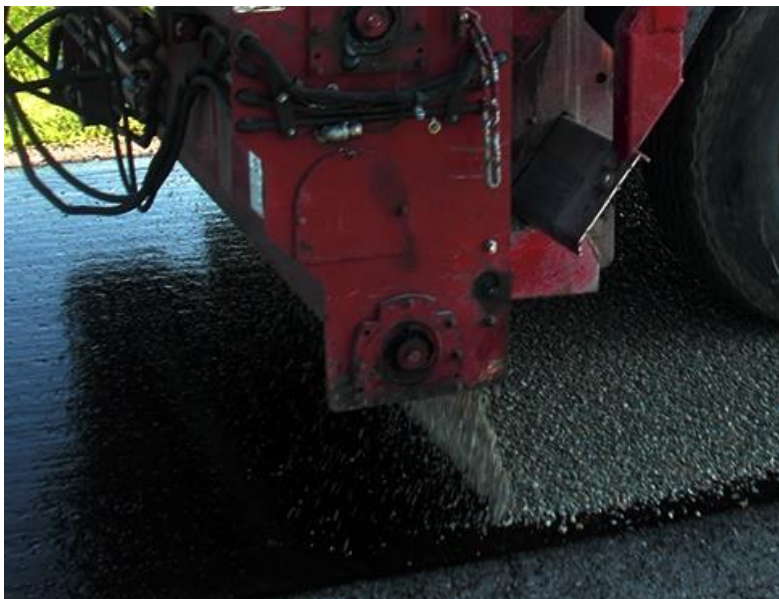


LAMP
RYNEARSON

2019 STREET MAINTENANCE PROJECTS
ROELAND PARK, KS

UBAS AND CHIP SEAL

MARCH 18, 2019



CHIP SEAL

- Chip Seal consist of spraying a mixture to seal cracks then spreading small chip rock, followed by rollers to embed it into the street surface.
- The process takes less than one hour per street and up to 24 hours to completely cure. You can drive slowly on the surface during the curing process.
- City forces perform base repairs for failed asphalt areas, and crack seal prior to Chip Seal.
- There can be many differences in Chip Seals, we are using the one of the most acceptable to residents, yet has satisfactory performance (1/4" Granite)

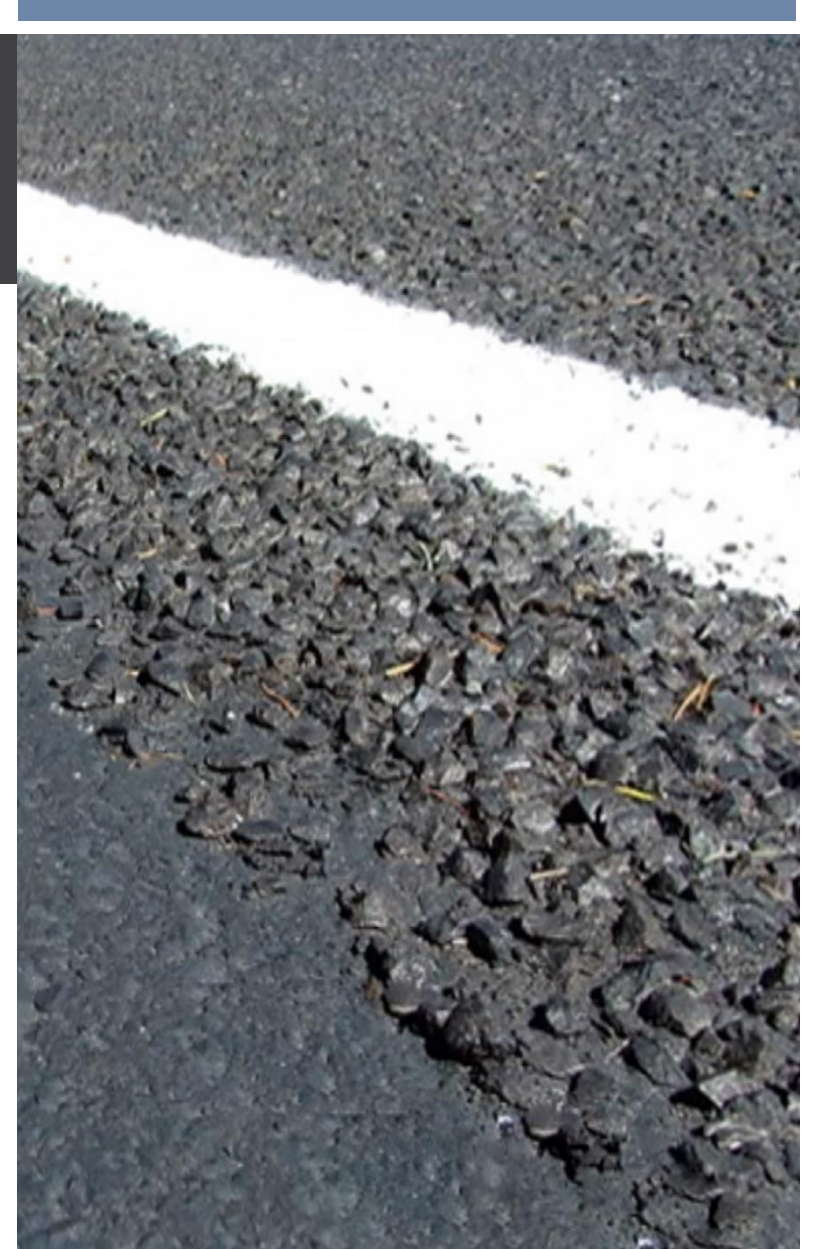
CHIP SEAL

Advantages

- Lowest cost (About \$2.50 per Square Yard)
- Best performance for the funds expended
- No milling, less strain on existing street base materials
- Better suited for streets in worse condition

Disadvantages

- Leftover aggregate requires sweeping and is messy
- Street looks like a gravel surface and is rough
- Potential for asphalt emulsion to bleed through aggregate
- More frequent maintenance than a UBAS or mill and overlay (About 6-8 years)



ULTRA THIN BONDED ASPHALT SURFACE (UBAS)



- As with Chip Seal, prior to the UBAS it is recommended to complete asphalt base repairs
- Next, a milling machine macrotextures the street about one half an inch to create a surface slightly below the curb line.
- Then a spray paver is used to place a heavy layer of polymer modified asphalt emulsion and a gap graded modified hot mix asphalt (HMA) in a single pass.

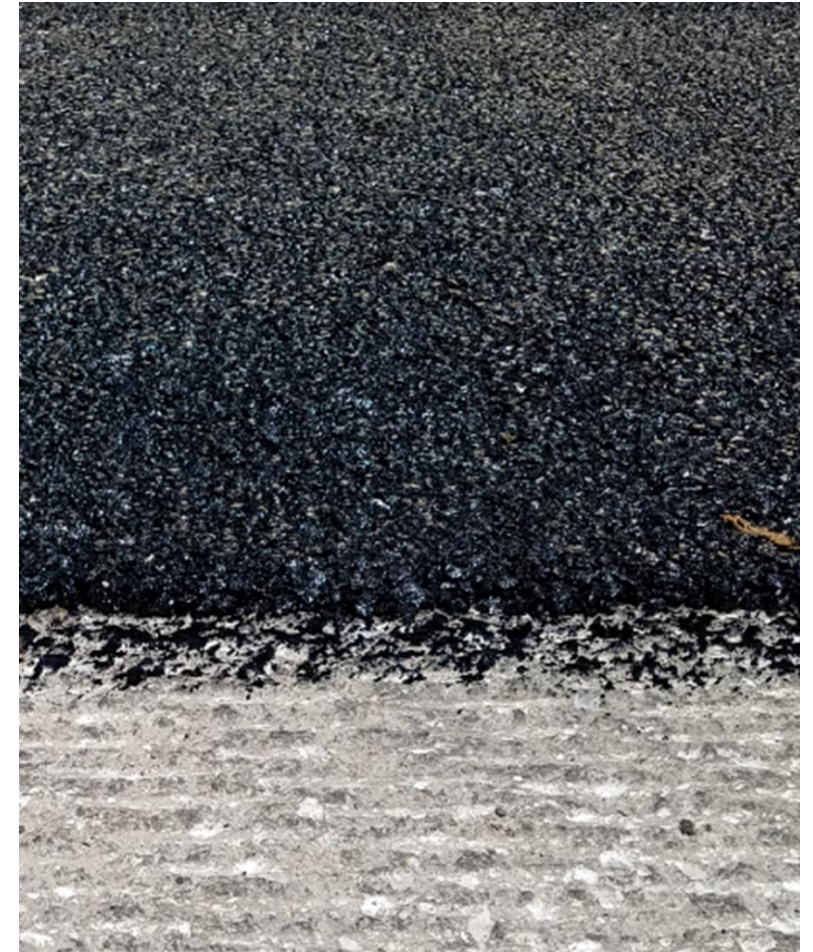
UBAS

Advantages

- Looks substantially like a conventional mill and overlay, visually appealing
- Less expensive than mill and overlay
- Minimal milling depth, and fewer material trucks, puts less strain on existing street base materials
- Probably longest lasting without repeated crack seal maintenance

Disadvantages

- More expensive than chip seal (About \$7-8 per Square Yard)
- Still requires crack seal, however, it is expected that subsequent crack seal of UBAS is less than required for a mill and overlay



Standard PCI™
Rating Scale

100	Good
85	Satisfactory
70	Fair
55	Poor
40	Very Poor
25	Serious
10	Failed
0	



PAVEMENT CONDITION INDEX (PCI) RATING SCALE AND STANTEC'S INSPECTION VAN (RT3000)

2019 STREET MAINTENANCE DATA

UBAS Street

Street	2015 PCI	2018 PCI	Sidewalk
Rosewood DR	53	45	West Side
W 52nd Ter	72	62	North Side
Parish Dr	81	78	East Side

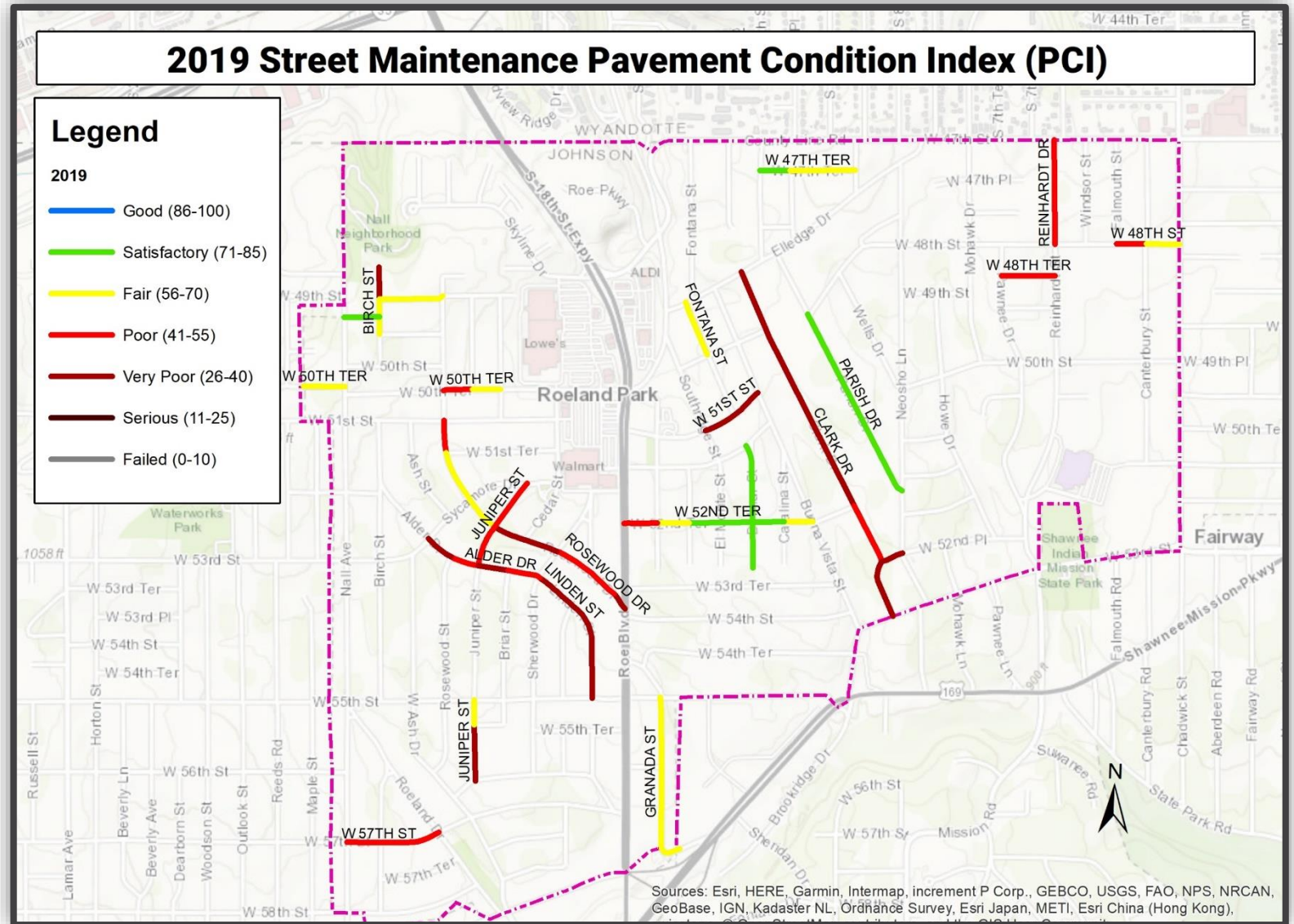
Chip Seal

W 49th St	59	65	South Side
Birch St	43	39	Up to W 49th St on East side, after none
W 50th Ter	65	52	East side has sidewalk on the south side
Juniper St N	68	55	East Side
Juniper St S	61	51	East Side
Alder Dr	66	45	None
Linden St	47	39	None
W 57th St	50	43	South Side
Granada Ln	69	60	None
Delmar St	78	71	West Side
W 51st St	47	41	South Side
Fontana St	74	69	West Side
Clark Dr	42	39	West Side, none on south end
W 47th Ter	64	58	North Side
W 48th Ter	40	48	None
Reinhardt Dr	39	38	None
W 48th St	64	62	South Side

- The PCIs are a weighted area average of the full street
- The 2018 data is the inspection Stantec performed in November of 2018
- In some cases the PCI went up due to base repairs, and crack sealing performed in the summer of 2018 by the Roeland Park Crew
- Most of the streets planned for Chip Seal are below satisfactory on the PCI scale.

ROELAND PARK 2019 STREET MAINTENANCE PCI MAP

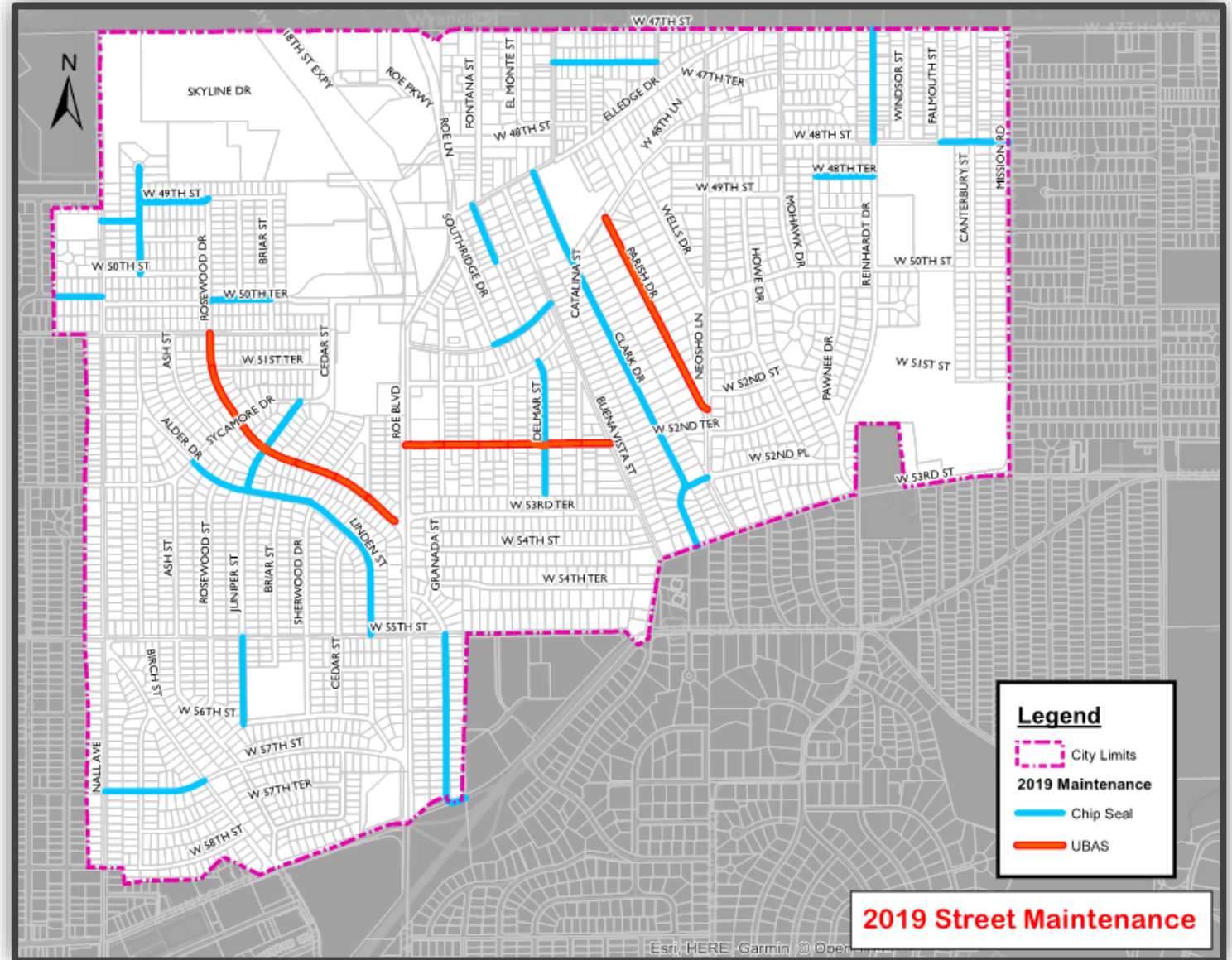
- Some street segments are in the satisfactory category, making them good candidates for UBAS.
- Keeping those streets in good condition is important to keep costs low.
- They will not require maintenance as often as others since they were not allowed to deteriorate.
- The streets in the very poor range (40 and below) are receiving a “band-aid”. Full reconstruction recommended as funds allow.



ROELAND PARK 2019 STREET MAINTENANCE

Chip seal is recommended

- Less cost
- Most effective maintenance option



BUDGET INCREASE FOR ALL UBAS 2019 STREET MAINTENANCE

Item No.	Item Description	Unit	Estimated Quantity	MCANANY CONSTRUCTION	
				Unit Price	Total
1	Mobilization	LS	1	\$5,000.00	\$5,000.00
2	Macrotexture	SY	61319	\$1.80	\$110,374.20
3	UBAS, Residential	SY	61319	\$5.20	\$318,858.80
4	Traffic Control	LS	1	\$500.00	\$500.00
5	Force Account	Set	1	\$3,000.00	\$3,000.00
					\$437,733.00
Chip Seal Fixed Costs					\$15,450.00
Total					\$453,183.00

If all of the streets went to UBAS then the total cost of the projects would increase from
\$246,399 to \$453,183 (84% increase)

BUDGET INCREASE FOR ALL MILL & OVERLAY 2019 STREET MAINTENANCE

2" MILL & OVERLAY ENGINEERS COST ESTIMATE

Item Description	Unit	Estimated Quantity	Unit Price	Total
2" Asphalt Surface	TON	6745	\$80.00	\$539,600.00
2" Mill	SY	61319	\$3.00	\$183,957.00
				\$723,557.00
Chip Seal Fixed Costs				\$15,450.00
UBAS Fixed Costs				\$8,500.00
Total				\$747,507.00

If all of the streets were mill & overlay then the total cost of the projects would increase from
\$246,399 to \$747,507 (203% increase)

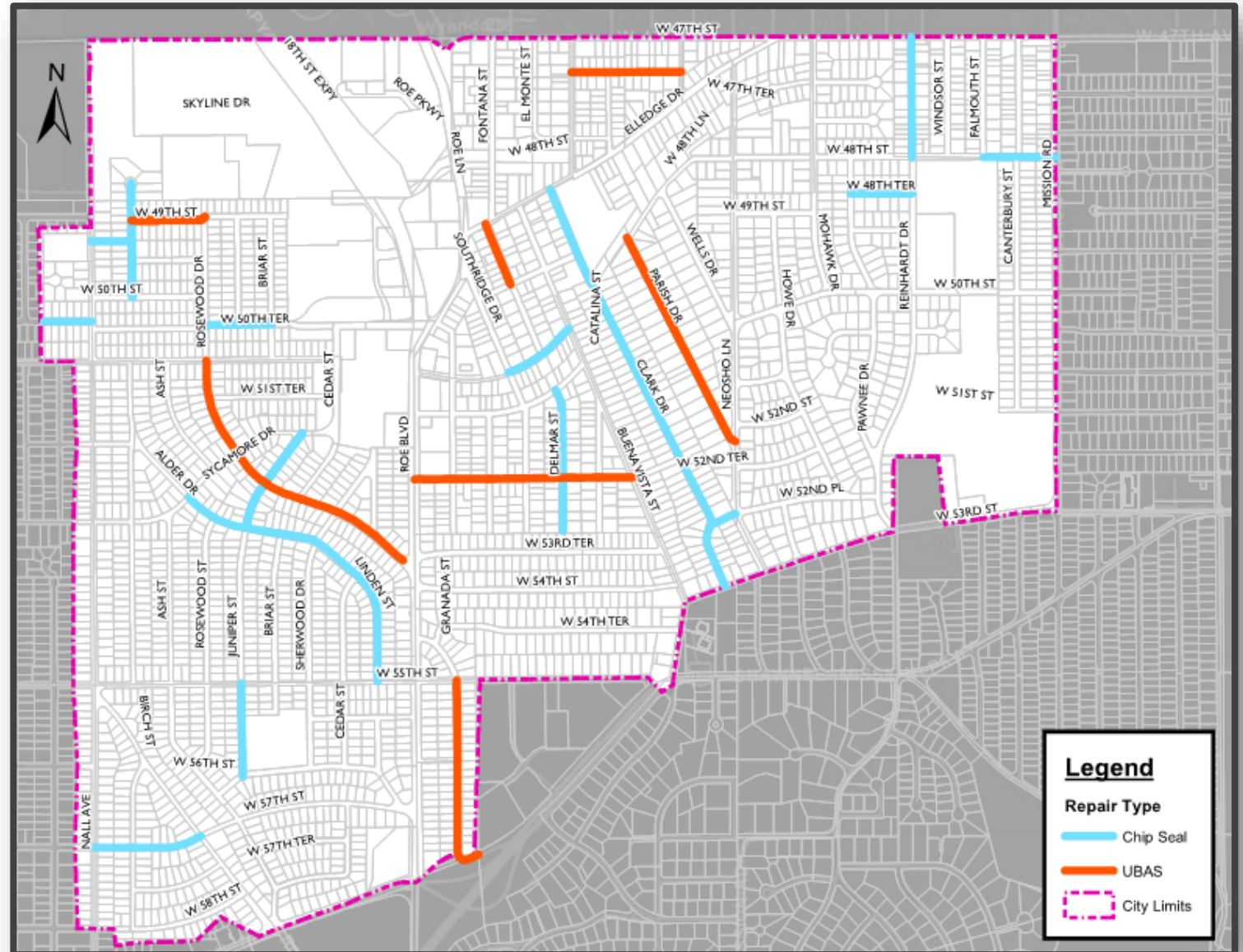
BUDGET INCREASE FOR UBAS STREET MAINTENANCE ON ALL FAIR CONDITION STREETS

- Changing the fair condition streets from chip seal to UBAS street maintenance
- Change of 8,821 SY to UBAS
- Increase in the chip seal price at \$0.40/SY (from \$2.50 to \$2.60)

Additional Streets			
Street	From	To	SY
W 49th St	Birch St	Rosewood Dr	1,534
Granada Ln	City Limit	W 55th St	3,661
Fontana St	Elledge Dr	W 50th St	1,413
W 47th Ter	Delmar St	Alhambra St	2,213
Total			8,821

	Chip	UBAS	Total
Original SY	45,952	15,367	61,319
Original Cost	\$ 130,330	\$ 116,069	\$ 246,399
Original SY %	75%	25%	100%
Original Cost %	53%	47%	100%
New SY	37,131	24,188	61,319
New Cost	\$ 111,991	\$ 177,816	\$ 289,807
New SY %	61%	39%	100%
New Cost %	39%	61%	100%

☐ = \$ 43,408



RECOMMENDATIONS

- Determine if funding levels are to change
- Award Chip Seal contract and UBAS contract at City Council meeting
- Change Order contracts as determined by governing body decision

COMPLETED BID TAB
2019 UBAS STREET MAINTENANCE PROJECT
ROELAND PARK, KANSAS
February 12, 2019

ENGINEERS ESTIMATE

MCANANY CONSTRUCTION

<u>Item No.</u>	<u>Item Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total</u>	<u>Unit Price</u>	<u>Total</u>
1	Mobilization	LS	1	\$ 6,530.00	\$6,530.00	\$5,000.00	\$5,000.00
2	Macrotexture	SY	15367	\$ 2.00	\$30,734.00	\$1.80	\$27,660.60
3	UBAS, Residential	SY	15367	\$ 6.50	\$99,885.50	\$5.20	\$79,908.40
4	Traffic Control	LS	1	\$ 1,307.00	\$1,307.00	\$500.00	\$500.00
5	Force Account	Set	1	\$ 3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
					\$141,456.50		\$116,069.00

February 12, 2019

Ms. Kelly Bohon
City Clerk
City of Roeland Park, KS
4600 W. 51st Street
Roeland Park, KS 66205

Re: 2019 UBAS Street Maintenance Project

Dear Ms. Bohon:

Bids were received for the above referenced project on Tuesday, February 12, 2019.

One bid was submitted by McAnany Construction Inc. in the amount of \$327,697.25. The amount for the Roeland Park bid items is \$116,069.00 and for Westwood Hills is \$211,628.25. The engineers estimate for the bid was \$413,000.00. Attached is a completed bid tabulation and list of proposed subcontractors. The contractor proposes to complete approximately 85% of the work with their own forces.

We have previously worked with McAnany Construction Inc. and found them to be a qualified contractor. After consultation with city staff we recommend that McAnany Construction Inc. be awarded the contract.

If you have any questions, or need additional information, please contact me at 816-823-7228.

Sincerely,

LAMP RYNEARSON

DANIEL G. MILLER, P.E.
CIVIL DESIGN GROUP LEADER

CC: Project File
Email C: Keith Moody, Roeland Park City Administrator
Donnie Scharff, Roeland Park Director of Public Works

COMPLETED BID TAB
2019 UBAS STREET MAINTENANCE PROJECT
ROELAND PARK, KANSAS
February 12, 2019

ENGINEERS ESTIMATE

MCANANY CONSTRUCTION

<u>Item No.</u>	<u>Item Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total</u>	<u>Unit Price</u>	<u>Total</u>
1	Mobilization	LS	1	\$ 6,530.00	\$6,530.00	\$5,000.00	\$5,000.00
2	Macrotexture	SY	15367	\$ 2.00	\$30,734.00	\$1.80	\$27,660.60
3	UBAS, Residential	SY	15367	\$ 6.50	\$99,885.50	\$5.20	\$79,908.40
4	Traffic Control	LS	1	\$ 1,307.00	\$1,307.00	\$500.00	\$500.00
5	Force Account	Set	1	\$ 3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
WESTWOOD HILLS							
6	Mobilization	LS	1	\$ 12,340.00	\$12,340.00	\$1,500.00	\$1,500.00
7	Street Patch (Asphalt) (3" Repair)	SY	1267	\$ 45.00	\$57,015.00	\$27.50	\$34,842.50
8	Water Valve Adjustment	Ea	1	\$ 1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
9	Macrotexture	SY	16311	\$ 2.00	\$32,622.00	\$1.80	\$29,359.80
10	UBAS, Residential	SY	16311	\$ 6.50	\$106,021.50	\$5.20	\$84,817.20
11	Curb and Gutter (CG-1) (Remove and Replace)	LF	610	\$ 45.00	\$27,450.00	\$37.00	\$22,570.00
12	Sidewalk Ramps with Detectable Warning Surface	SF	192	\$ 14.00	\$2,688.00	\$35.00	\$6,720.00
13	Detectable Warning Surface	SF	20	\$ 32.00	\$640.00	\$50.00	\$1,000.00
14	Remove and Replace Sidewalk (4")	SF	688	\$ 9.00	\$6,192.00	\$9.75	\$6,708.00
15	Traffic Control	LS	1	\$ 2,468.00	\$2,468.00	\$1,500.00	\$1,500.00
16	Restore Pavement Markings (White) (24") (Stop Bar) (Thermoplastic)	LF	176	\$ 17.00	\$2,992.00	\$10.50	\$1,848.00
17	Restore Pavement Markings (White) (Speed Bump Triangles) (Preformed Thermoplastic)	Ea	52	\$ 150.00	\$7,800.00	\$175.00	\$9,100.00
18	Restore Pavement Markings (Yellow) (No Parking) (Curb Paint)	LF	180	\$ 10.00	\$1,800.00	\$1.25	\$225.00
19	Restore Pavement Markings (White) (6") (Cross Walk) (Thermoplastic)	LF	103	\$ 5.00	\$515.00	\$4.25	\$437.75
20	Force Account	Set	1	\$ 10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
					\$413,000.00		\$327,697.25

Greg VanPatten

From: Ben McAnany <benm@mcananyconstruction.com>
Sent: Tuesday, February 12, 2019 12:06 PM
To: Greg VanPatten
Subject: Re: 2019 UBAS, Roeland Park

Greg,

Not a problem.

Phillips Construction--Concrete Construction
Twin Traffic--Traffic Control/Thermoplastic & other pavement markings

Thanks Greg and let me know if you need anything else.

Sincerely,

Ben McAnany

On Tue, Feb 12, 2019 at 11:56 AM Greg VanPatten <Greg.VanPatten@lamprynearson.com> wrote:

Ben,

Can I get a list of subcontractors and the bid items they will be working on for the UBAS project?

**LAMP
RYNEARSON**

Formerly Larkin Lamp Rynearson

Greg Van Patten

Project Engineer (EIT)

February 12, 2019

Ms. Kelly Bohon
City Clerk
City of Roeland Park, KS
4600 W. 51st Street
Roeland Park, KS 66205

Re: 2019 Chip Seal Street Maintenance Project

Dear Ms. Bohon:

Bids were received for the above referenced project on Tuesday, February 12, 2019.

A total of two bids were received. The low bid was submitted by Harbour Construction, Inc. in the amount of \$130,330.00. The engineers estimate for the bid was \$137,000.00. Attached is a completed bid tabulation and list of proposed subcontractors. The contractor proposes to complete approximately 94% of the work with their own forces.

We have previously worked with Harbour Construction Inc. and found them to be a qualified contractor. After consultation with city staff we recommend that Harbour Construction Inc. be awarded the contract.

If you have any questions, or need additional information, please contact me at 816-823-7228.

Sincerely,

LAMP RYNEARSON

DANIEL G. MILLER, P.E.
CIVIL DESIGN GROUP LEADER

CC: Project File
Email C: Keith Moody, City Administrator
Donnie Scharff, Director of Public Works

**COMPLETED BID TAB
2019 CHIP SEAL STREET MAINTENANCE PROJECT
ROELAND PARK, KANSAS
February 12, 2019**



9001 State Line Rd., Ste. 200
Kansas City, MO 64114
[P] 816.361.0440
[F] 816.361.0045
LampRynearson.com

Item No.	Item Description	Unit	<u>Estimated Quantity</u>	ENGINEERS ESTIMATE		HARBOUR CONSTRUCTION, INC		VANCE BROTHERS	
				<u>Unit Price</u>	<u>Total</u>	<u>Unit Price</u>	<u>Total</u>	<u>Unit Price</u>	<u>Total</u>
1	Mobilization	LS	1	\$ 9,000.00	\$9,000.00	\$4,000.00	\$4,000.00	\$10,000.00	\$10,000.00
2	Chip Seal	SY	45952	\$ 2.50	\$114,880.00	\$2.50	\$114,880.00	\$2.70	\$124,070.40
3	Traffic Control	LS	1	\$ 5,120.00	\$5,120.00	\$2,000.00	\$2,000.00	\$4,200.00	\$4,200.00
4	Restore Pavement Markings	LS	1	\$ 5,000.00	\$5,000.00	\$6,450.00	\$6,450.00	\$13,500.00	\$13,500.00
5	Force Account	Set	1	\$ 3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
				\$137,000.00		\$130,330.00		\$154,770.40	

Twin Traffic will be performing the traffic control and restoring pavement markings for Harbour Construction, Inc.

Item Number: **Ordinances and Resolutions:- VIII.-**
 A.
Committee **3/18/2019**
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 3/12/2019
Submitted By: Kelley Bohon
Committee/Department: Admin.
Title: **Ordinance 975 an ordinance regulating the sale of cereal malt beverages and beer not containing more that 6% alcohol by volume within the City of Roeland Park, Kansas, amending existing sections 3-101, 3-201, 3-202A, 3-208, 3-212 and 3-213 of The Code of the City of Roeland Park, Kansas.**
Item Type: Ordinance

Recommendation:

To approve Ordinance 975 an ordinance regulating the sale of cereal malt beverages and beer not containing more that 6% alcohol by volume within the City of Roeland Park, Kansas, amending existing sections 3-101, 3-201, 3-202A, 3-208, 3-212 and 3-213 of The Code of the City of Roeland Park, Kansas.

Details:

Recently passed SB13 amended the state's CMB and retail liquor store laws. Under the new law, effective April 1, 2019, all CMB holders (on or off premise and temporary), can now sell beer with up to 6% alcohol by volume. Previously, they could only sell beer with up to 3.2% alcohol by weight.

Additionally, Liquor Stores will now be able to sell CMB under their current Retail Liquor Store license. There are no changes to the definition of CMB or Alcoholic Liquor, qualifications for a license, or the way in which licenses are issued.

The City Attorney developed the proposed changes in the City code to mirror the recent changes in state law.

Financial Impact

Amount of Request: N/A

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description		Type
<input type="checkbox"/>	Memo redline code section	Cover Memo
<input type="checkbox"/>	Ordinance 975	Cover Memo

Memorandum

To: Keith Moody
From: Mauer Law Firm PC
Date: 3/12/2019
Re: CMB Ordinance- redlined

Please see below Roeland Park's previous city code sections related to cereal malt beverages with redlines reflecting the proposed changes.

Sec. 3-101. - Definitions.

Unless otherwise expressly stated or the context clearly indicates a different intention, the following terms shall, for the purpose of this chapter, have the meanings indicated in this section.

(a) *Alcohol* means the product of distillation of any fermented liquid, whether rectified or diluted, whatever the origin thereof, and includes synthetic ethyl alcohol but does not include denatured alcohol or wood alcohol.

(b) *Alcoholic liquor* means the varieties of liquor as defined in K.S.A. 41-102, as amended, including alcohol, spirits, wine, beer and every liquid or solid, patented or not, containing alcohol, spirits, wine or beer, and capable of being consumed as a beverage by a human being, but does not include any cereal malt beverage.

(c) *Beer* means a beverage, containing more than 3.2 percent alcohol by weight, obtained by alcoholic fermentation of an infusion or concoction of barley, or other grain, malt and hops in water and includes beer, ale, stout, lager beer, porter and similar beverages having such alcoholic content.

(d) *Cereal malt beverage* means any fermented but undistilled liquor brewed or made from malt or from a mixture of malt or malt substitute or any flavored malt beverage, as defined in K.S.A. 41-2729, and amendments thereto, but does not include any such liquor which is more than 3.2 percent alcohol by weight.-

~~(e)~~

(e) Enhanced cereal malt beverage means cereal malt beverage as that term is defined in K.S.A. 41-2701, and effective April 1, 2019, such term shall include beer containing not more than 6 percentage alcohol by volume when such beer is sold by a retailer licensed under the Kansas cereal malt beverage act.

~~(f)~~ *Club* means a Class A club or a Class B club as defined by K.S.A. 41-2601, and amendments thereto.

(g~~f~~) *Place of business* means any place at which **cereal malt** beverages, ~~or~~ alcoholic beverages, ~~or, effective April 1, 2019, enhanced cereal malt beverages, both~~ are sold.

(h~~e~~) *Sale at retail and retail sales* means sales for use or consumption and not for resale in any form.

Sec. 3-201. - License Required of Retailers.

(a) It shall be unlawful for any retailer to sell any cereal malt beverage or, effective April 1, 2019, any enhanced cereal malt beverage, at retail without a license for each place of business where such cereal malt beverages are to be sold.

(b) It shall be unlawful for any person, having a license to sell cereal malt beverages or, effective April 1, 2019, enhanced cereal malt beverages, at retail only in the original and unopened containers and not for consumption on the premises, to sell any such ~~such~~ cereal malt beverage in any other manner.

(c) For purposes of this article, original and unopened containers shall mean the package received from the distributor as it existed at the time of its delivery, but in no event shall it consist of a container containing less than 32 fluid ounces.

Sec. 3-202. - Application.

Any person desiring a license shall make an application to the Governing Body of the City and accompany the application by the required license fee for each place of business for which the person desires the license. The application shall be verified, and upon a form prepared by the Attorney General of the State of Kansas, and shall contain:

- (a) The name and residence of the applicant;
- (b) The length of time that the applicant has resided within the State of Kansas;
- (c) The particular place of business for which a license is desired;
- (d) The name of the owner of the premises upon which the place of business is located;
- (e) A statement that the applicant is a citizen of the United States and not less than 21 years of age and that the applicant has not within two years immediately preceding the date of making application been convicted of a felony, any crime involving moral turpitude, drunkenness, driving a motor vehicle while under the influence of intoxicating liquor or violation of any other intoxicating liquor law of any state or of the United States;
- (f) Each application for a retailer's license shall be accompanied by a certificate from the City health officer certifying that he or she has inspected the premises to be licensed and that the same comply with the provisions of section 3-214 of this article.
- (g) Each application for a retailer's license must be accompanied by a certificate from the Fire District Chief certifying that he or she has inspected the premises to be licensed and that the same comply with the provisions of section 3-202A of this article.

One copy of such application shall immediately be transmitted to the Chief of Police of the City for investigation of the applicant. It shall be the duty of the Chief of Police to investigate such applicant to determine whether he or she is qualified as a licensee under the provisions of this chapter. The Chief of Police shall report to the Governing Body not later than five working days subsequent to the receipt of such application. The application shall be

scheduled for consideration by the Governing Body at the earliest meeting consistent with current notification requirements.

Sec. 3-202A. - Application Procedures.

- (a) All applications for a new and renewed cereal malt beverage license, and, effective April 14, 2019, enhanced cereal malt beverage license, shall be submitted to the City Clerk ten days in advance of the Governing Body meeting at which they will be considered.
- (b) The City Clerk's office shall notify the applicant of an existing license 30 days in advance of its expiration.
- (c) The City Clerk's office shall provide copies of all applications to the Police Department, to the Fire District, and to the County Health Department, when they are received. The Police Department will run a records check on all applicants and the Fire District and Health Department will inspect the premises in accord with Chapters 7 and 8 of this Code. The departments will then recommend approval, or disapproval, of applications within 72 hours of the department's receipt of the application.
- (d) The Governing Body will not consider any application for a new or renewed license that has not been submitted ten days in advance and been reviewed by the above City departments.
- (e) An applicant who has not had a cereal malt beverage or, effective April 1, 2019, an enhanced cereal malt beverage license, in Roeland Park shall attend the Governing Body meeting when the application for a new license will be considered.

Sec. 3-203. - License Granted; Denied.

- (a) The journal of the Governing Body shall show the action taken on the application.
- (b) If the license is granted, the City Clerk shall issue the license which shall show the name of the licensee and the year for which issued.
- (c) No license shall be transferred to another licensee.
- (d) If the license shall be denied, the license fee shall be immediately returned to the person who has made application.

Sec. 3-204. - License to Be Posted. Each license shall be posted in a conspicuous place in the place of business for which the license is issued.

Sec. 3-205. - License, Disqualification.

No license shall be issued to:

- (a) A person who has not been a resident of the state of Kansas for at least one year immediately preceding application for the license.
- (b) A person who is not a resident of Johnson County and has not been a resident of Johnson County for at least six months prior to filing of such application.
- (c) A person who is not a citizen of the United States.
- (d) A person who is not of good character and reputation in the community in which he or she resides.

- (e) A person who, within two years immediately preceding the date of application approval, has been convicted of, released from incarceration for or released from probation or parole for a felony or any crime involving moral turpitude, drunkenness or driving a motor vehicle while under the influence of intoxicating liquor or violation of any other intoxicating liquor law of any state or of the United States.
- (f) A partnership, unless all of the members of such partnership are otherwise qualified to obtain a license.
- (g) A corporation if any manager, officer or director thereof or any stockholder owning in the aggregate more than 25 percent of the stock of such corporation would be ineligible to receive a license hereunder for any reason other than the citizenship and residency requirements.
- (h) A person whose place of business is conducted by a manager or agent unless such manager or agent possesses all of the qualifications of a licensee.
- (i) A person whose spouse would be ineligible to receive a retailer's license for an reason other than citizenship, residence requirements or age, except that this subsection shall not apply in determining eligibility for a renewal license.
- (j) A person whose spouse has been convicted of a felony or other crime which would disqualify a person from licensure under this section and such felony or other crime was committed during

Sec. 3-205A. - License, Discretionary Denial.

After examination of an application for a retailer's license, the Governing Body may deny a license to a person to a person, partnership or corporation if any manager, officer or director thereof, or any stockholder owning in the aggregate more than 25 percent of the stock, of a corporation which has (i) had a retailer's license revoked under K.S.A. 41-2708, and amendments thereto, or (ii) been convicted of a violation of the club and drinking establishment act or the cereal malt beverage laws of the State of Kansas.

Sec. 3-206. - License Fee.

The license fee for each place of business shall be set by resolution and paid each calendar year. Full amount of the license fee shall be required regardless of the time of the year in which the application is made, and the licensee shall only be authorized to operate under the license for the remainder of the calendar year in which the license is issued.

Sec. 3-207. – Reserved.

Sec. 3-208. - License Suspension/Revocation.

- (a) The Governing Body, upon five days' notice to the persons holding a license, may revoke or suspend a license for any of the following reasons:
 - (1) The licensee has violated any of the provisions of K.S.A. 41-2701, or amendments thereto, or any rules or regulations of the City;
 - (2) Drunkenness of the licensee or permitting any intoxicated person to remain in or upon the licensee's place of business;

- (3) The sale of cereal malt beverages, or, effective April 1, 2019, enhanced cereal malt beverages, to any person under the legal age for consumption of such cereal malt beverage;
 - (4) Permitting any person to mix drinks with materials purchased in or upon the place of business or brought in for that purpose;
 - (5) The sale or possession of, or for permitting any person to use or consume on the licensed premises, any alcoholic liquor; or
 - (6) The licensee has been convicted of a violation of the Beer and Cereal Malt Beverage Keg Registration Act.
- (b) The provisions of subsections (a)(4) and (5) shall not apply if such place of business also are currently licensed as a club or drinking establishment pursuant to the club and drinking establishment law of Kansas.
- (c) The Governing Body, upon five days' notice to the persons holding a license, shall revoke or suspend the license for any one of the following reasons:
- (1) The licensee has fraudulently obtained the license by giving false information in the application therefor;
 - (2) The licensee has become ineligible to obtain a license;
 - (3) The nonpayment of any license fees;
 - (4) Permitting any gambling in or upon the licensee's place of business;
 - (5) The employment of persons under 18 years of age in dispensing or selling cereal malt beverages, and, effective April 1, 2019, enhanced cereal malt beverages;
 - (6) The employment or continuation in employment of a person in connection with the sale, serving or dispensing of cereal malt beverages, and, effective April 1, 2019, enhanced cereal malt beverages, if the licensee knows such person has been, within the preceding two years, adjudged guilty of a felony or of any other violation of the intoxicating liquor laws of Kansas, another state or the United States; or
 - (7) There has been a violation of K.S.A. 21-4106 or 21-4107, and amendments thereto, in or upon the licensee's place of business.

Sec. 3-209. - Same; Appeal.

The licensee, within 20 days after the order of the Governing Body revoking or suspending any license, may appeal to the District Court of Johnson County and the District Court shall proceed to hear such appeal as though such court had original jurisdiction in the matter. Any appeal taken under this section shall not suspend the order of revocation or suspension during the pendency of such appeal. In case of the revocation of the license of any licensee, no new license shall be issued to such person or any person acting for or on his or her behalf, for a period of six months thereafter.

Sec. 3-210. - Change of Location.

If a licensee desires to change the location of his or her place of business, he or she shall make an application to the Governing Body showing the same information relating to the proposed location as in the case of an original application. Such application shall be

accompanied by a fee as set by resolution. If the application is in proper form and the location is not in a prohibited zone and all other requirements relating to such place of business are met, a new license shall be issued for the new location for the balance of the year for which a current license is held by the licensee.

Sec. 3-211. - Reserved.

Sec. 3-212. - Business Regulations.

It shall be the duty of every licensee to observe the following regulations:

- (a) The place of business licensed and operating under this article shall at all times have a front and rear exit unlocked when open for business.
- (b) The premises and all equipment used in connection with such business shall be kept clean and in a sanitary condition and shall at all times be open to the inspection of law enforcement and health officers of the City, county and state.
- (c) Except as provided by subsection (d) and subsection (l), no cereal malt beverages, or, effective April 1, 2019, enhanced cereal malt beverages, may be sold or dispensed between the hours of 12:00 midnight and 6:00 a.m., or consumed between the hours of 12:30 a.m., and 6:00 a.m., or on Sunday; closing hours for clubs shall conform to K.S.A. 41-2614 and any amendments thereto.
- (d) Cereal malt beverages, and, effective April 1, 2019, enhanced cereal malt beverages, may be sold at any time alcoholic liquor is allowed by law to be served on premises which are licensed pursuant to K.S.A. 41-2701 et seq., and licensed as a club by the State Director of Alcoholic Beverage Control.
- (e) The place of business shall be open to the public and to law enforcement officers at all times during business hours, except that premises licensed as a club under a license issued by the State Director of Alcoholic Beverage Control shall be open to law enforcement officers and not to the public.
- (f) It shall be unlawful for any licensee or agent or employee of the licensee to become intoxicated in the place of business for which such license has been issued.
- (g) No licensee or agent or employee of the licensee shall permit any intoxicated person to remain in the place of business for which such license has been issued.
- (h) No licensee or agent or employee of the licensee shall sell or permit the sale of cereal malt beverages, or, effective April 1, 2019, enhanced cereal malt beverages, to any person under the legal age for consumption of such cereal malt beverage.
- (i) No licensee or agent or employee of the licensee shall permit any gambling in the place of business for which such license has been issued.
- (j) No licensee or agent or employee of the licensee shall permit any person to mix alcoholic drinks with materials purchased in said place of business or brought in for such purpose.
- (k) No licensee or agent or employee of the licensee shall employ any person under the legal age for consumption of cereal malt beverages or, effective April 1, 2019, enhanced

cereal malt beverages, in dispensing cereal malt beverages. No licensee shall employ any person who has been judged guilty of a felony.

- (l) The sale at retail of cereal malt beverages and, effective April 1, 2019, enhanced cereal malt beverages, in the original package is allowed within the City on any Sunday, except Easter, between the hours of 12:00 noon and 8:00 p.m.

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Sec. 3-213. - Prohibited Conduct on Premises.

The following conduct by a cereal malt beverage licensee, manager or employee or, effective April 1, 2019, an enhanced cereal malt beverage licensee, manager or employee, of any licensed cereal malt beverage enhanced cereal malt beverage establishment is deemed contrary to public welfare and is prohibited:

- (a) Remaining or permitting any person to remain in or upon the premises who exposes to view any portion of the female breasts below the top of the areola or any portion of males/females pubic hair, anus, buttocks or genitals;
- (b) Permitting any employee on the licensed premises to touch, caress or fondle the breasts, buttocks, anus, vulva or genitals of any other employee or any patron;
- (c) Encouraging or permitting any patron on the licensed premises to touch, caress or fondle the breasts, buttocks, anus, vulva, or genitals of any employee;
- (d) Performing or permitting any person to perform on the licensed premises acts of or acts which simulate:
 - (1) Sexual intercourse, masturbation, sodomy, or any other sexual act which is prohibited by law; or
 - (2) Touching, caressing or fondling such persons' breasts, buttocks, anus or genitals.
- (e) Using or permitting any person to use on the licensed premises, any artificial devices or inanimate objects to depict any of the acts prohibited by paragraph (d) of this section.
- (f) Showing or permitting any person to show on the licensed premises any motion picture, film, photograph, electronic reproduction, or other visual reproduction depicting:
 - (1) Acts or simulated acts of sexual intercourse, masturbation, sodomy, or any sexual act which is prohibited by law;
 - (2) The touching, caressing or fondling of the buttocks, anus, genitals or the female breasts;
 - (3) Scenes in which a person displays the buttocks, anus, genitals or the female breasts.
- (g) As used in this section, the term "premises" means the premises licensed by the City as a cereal malt beverage establishment, and, effective April 1, 2019, an enhanced cereal malt beverage establishment, and such other areas, under the control of the licensee or his or her employee or employees, that are in such close proximity to the licensed premises that activities and conduct of persons within such other areas may be viewed by persons on or within the licensed premises.

Sec. 3-214. - Sanitary Conditions Required.

All parts of the licensed premises including furnishings and equipment shall be kept clean and in a sanitary condition, free from flies, rodents and vermin at all times. The licensed premises shall have at least one restroom for each sex easily accessible at all times to its patrons and employees. The restroom shall be equipped with at least one lavatory with hot and cold running water, be well lighted, and be furnished at all times with paper towels or other mechanical means of drying hands and face. Each restroom shall be provided with adequate toilet facilities which shall be of sanitary design and readily cleanable. The doors of all toilet rooms shall be self closing and toilet paper at all times shall be provided. Easily cleanable receptacles shall be provided for waste material and such receptacles in toilet rooms for women shall be covered. The restrooms shall at all times be kept in a sanitary condition and free of offensive odors and shall be at all times subject to inspection by the City Health Officer or designee.

ORDINANCE NO. 975

AN ORDINANCE REGULATING THE SALE OF CEREAL MALT BEVERAGES AND BEER NOT CONTAINING MORE THAN 6% ALCOHOL BY VOLUME WITHIN THE CITY OF ROELAND PARK, KANSAS, AMENDING EXISTING SECTIONS 3-101, 3-201, 3-202A, 3-208, 3-212 AND 3-213 OF THE CODE OF THE CITY OF ROELAND PARK, KANSAS.

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

SECTION 1. Existing Section 3-101 of the Code of the City of Roeland Park, Kansas, is hereby amended to read as follows:

3-101. Definitions. Unless otherwise expressly stated or the context clearly indicates a different intention, the following terms shall, for the purpose of this chapter, have the meanings indicated in this section.

(a) *Alcohol* means the product of distillation of any fermented liquid, whether rectified or diluted, whatever the origin thereof, and includes synthetic ethyl alcohol but does not include denatured alcohol or wood alcohol.

(b) *Alcoholic liquor* means the varieties of liquor as defined in K.S.A. 41-102, as amended, including alcohol, spirits, wine, beer and every liquid or solid, patented or not, containing alcohol, spirits, wine or beer, and capable of being consumed as a beverage by a human being, but does not include any cereal malt beverage.

(c) *Beer* means a beverage, containing more than 3.2 percent alcohol by weight, obtained by alcoholic fermentation of an infusion or concoction of barley, or other grain, malt and hops in water and includes beer, ale, stout, lager beer, porter and similar beverages having such alcoholic content.

(d) *Cereal malt beverage* means any fermented but undistilled liquor brewed or made from malt or from a mixture of malt or malt substitute or any flavored malt beverage, as defined in K.S.A. 41-2729, and amendments thereto, but does not include any such liquor which is more than 3.2 percent alcohol by weight.

(e) *Enhanced cereal malt beverage* means cereal malt beverage as that term is defined in K.S.A. 41-2701, and effective April 1, 2019, such term shall include beer containing not more than 6 percentage alcohol by volume when such beer is sold by a retailer licensed under the Kansas cereal malt beverage act.

(f) *Club* means a Class A club or a Class B club as defined by K.S.A. 41-2601, and amendments thereto.

(g) *Place of business* means any place at which **cereal malt** beverages, alcoholic beverages, or, effective April 1, 2019, enhanced cereal malt beverages, are sold.

(h) *Sale at retail* and *retail sales* means sales for use or consumption and not for resale in any form.

SECTION 2. Existing Section 3-201 of the Code of the City of Roeland Park, Kansas, is hereby amended to read as follows:

3-201. License Required of Retailers.

(a) It shall be unlawful for any retailer to sell any cereal malt beverage and, effective April 1, 2019, any enhanced cereal malt beverage, at retail without a license for each place of business where such cereal malt beverages are to be sold.

(b) It shall be unlawful for any person, having a license to sell cereal malt beverages and, effective April 1, 2019, enhanced cereal malt beverages at retail only in the original and unopened containers and not for consumption on the premises, to sell any such cereal malt beverage in any other manner.

(c) For purposes of this article, original and unopened containers shall mean the package received from the distributor as it existed at the time of its delivery, but in no event shall it consist of a container containing less than 32 fluid ounces.

SECTION 3. Existing Section 3-202A of the Code of the City of Roeland Park, Kansas, is hereby amended to read as follows:

3-202A. Application Procedures.

(a) All applications for a new and renewed cereal malt beverage license, and, effective April 1, 2019, an enhanced cereal malt beverage license, shall be submitted to the City Clerk ten days in advance of the Governing Body meeting at which they will be considered.

(b) The City Clerk's office shall notify the applicant of an existing license 30 days in advance of its expiration.

(c) The City Clerk's office shall provide copies of all applications to the Police Department, to the Fire District, and to the County Health Department, when they are received. The Police Department will run a records check on all applicants and the Fire District and Health Department will inspect the premises in accord with Chapters 7 and 8 of this Code. The departments will then recommend approval, or disapproval, of applications within 72 hours of the department's receipt of the application.

(d) The Governing Body will not consider any application for a new or renewed license that has not been submitted ten days in advance and been reviewed by the above City departments.

(e) An applicant who has not had a cereal malt beverage or, effective April 1, 2019, an enhanced cereal malt beverage license, in Roeland Park shall attend the Governing Body meeting when the application for a new license will be considered.

SECTION 4. Existing Section 3-208 of the Code of the City of Roeland Park, Kansas, is hereby amended to read as follows:

3-208. License Suspension/Revocation.

(a) The Governing Body, upon five days' notice to the persons holding a license, may revoke or suspend a license for any of the following reasons:

(1) The licensee has violated any of the provisions of K.S.A. 41-2701, or amendments thereto, or any rules or regulations of the City;

(2) Drunkenness of the licensee or permitting any intoxicated person to remain in or upon the licensee's place of business;

(3) The sale of cereal malt beverages, or, effective April 1, 2019, enhanced cereal malt beverages, to any person under the legal age for consumption of such cereal malt beverage;

(4) Permitting any person to mix drinks with materials purchased in or upon the place of business or brought in for that purpose;

(5) The sale or possession of, or for permitting any person to use or consume on the licensed premises, any alcoholic liquor; or

(6) The licensee has been convicted of a violation of the Beer and Cereal Malt Beverage Keg Registration Act.

(b) The provisions of subsections (a)(4) and (5) shall not apply if such place of business also are currently licensed as a club or drinking establishment pursuant to the club and drinking establishment law of Kansas.

(c) The Governing Body, upon five days' notice to the persons holding a license, shall revoke or suspend the license for any one of the following reasons:

(1) The licensee has fraudulently obtained the license by giving false information in the application therefor;

(2) The licensee has become ineligible to obtain a license;

(3) The nonpayment of any license fees;

(4) Permitting any gambling in or upon the licensee's place of business;

(5) The employment of persons under 18 years of age in dispensing or selling cereal malt beverages, and, effective April 1, 2019, enhanced cereal malt beverages;

(6) The employment or continuation in employment of a person in connection with the sale, serving or dispensing of cereal malt beverages, and, effective April 1, 2019, enhanced cereal malt beverages, if the licensee knows such person has been, within the preceding two years, adjudged guilty of a felony or of any other violation of the intoxicating liquor laws of Kansas, another state or the United States; or

(7) There has been a violation of K.S.A. 21-4106 or 21-4107, and amendments thereto, in or upon the licensee's place of business.

SECTION 5. Existing Section 3-212 of the Code of the City of Roeland Park, Kansas, is hereby amended to read as follows:

Sec. 3-212. Business Regulations. It shall be the duty of every licensee to observe the following regulations:

(a) The place of business licensed and operating under this article shall at all times have a front and rear exit unlocked when open for business.

(b) The premises and all equipment used in connection with such business shall be kept clean and in a sanitary condition and shall at all times be open to the inspection of law enforcement and health officers of the City, county and state.

(c) Except as provided by subsection (d) and subsection (l), no cereal malt beverages, or, effective April 1, 2019, enhanced cereal malt beverages, may be sold or dispensed between the hours of 12:00 midnight and 6:00 a.m., or consumed between the hours of 12:30 a.m., and 6:00 a.m., or on Sunday; closing hours for clubs shall conform to K.S.A. 41-2614 and any amendments thereto.

(d) Cereal malt beverages, and, effective April 1, 2019, enhanced cereal malt beverages, may be sold at any time alcoholic liquor is allowed by law to be served on premises which are licensed pursuant to K.S.A. 41-2701 et seq., and licensed as a club by the State Director of Alcoholic Beverage Control.

(e) The place of business shall be open to the public and to law enforcement officers at all times during business hours, except that premises licensed as a club under a license issued by the State Director of Alcoholic Beverage Control shall be open to law enforcement officers and not to the public.

(f) It shall be unlawful for any licensee or agent or employee of the licensee to become intoxicated in the place of business for which such license has been issued.

(g) No licensee or agent or employee of the licensee shall permit any intoxicated person to remain in the place of business for which such license has been issued.

(h) No licensee or agent or employee of the licensee shall sell or permit the sale of cereal malt beverages, or, effective April 1, 2019, enhanced cereal malt beverages, to any person under the legal age for consumption of such cereal malt beverage.

(i) No licensee or agent or employee of the licensee shall permit any gambling in the place of business for which such license has been issued.

(j) No licensee or agent or employee of the licensee shall permit any person to mix alcoholic drinks with materials purchased in said place of business or brought in for such purpose.

(k) No licensee or agent or employee of the licensee shall employ any person under the legal age for consumption of cereal malt beverages or, effective April 1, 2019, enhanced cereal malt beverages, in dispensing cereal malt beverages. No licensee shall employ any person who has been judged guilty of a felony.

(l) The sale at retail of cereal malt beverages and, effective April 1, 2019, enhanced cereal malt beverages, in the original package is allowed within the City on any Sunday, except Easter, between the hours of 12:00 noon and 8:00 p.m.

SECTION 6. Existing Section 3-213 of the Code of the City of Roeland Park, Kansas, is hereby amended to read as follows:

Sec. 3-213. Prohibited Conduct on Premises. The following conduct by a cereal malt beverage licensee, manager or employee or, effective April 1, 2019, an enhanced cereal malt beverage licensee, manager or employee, of any licensed cereal malt beverage/enhanced cereal malt beverage establishment is deemed contrary to public welfare and is prohibited:

(a) Remaining or permitting any person to remain in or upon the premises who exposes to view any portion of the female breasts below the top of the areola or any portion of males/females pubic hair, anus, buttocks or genitals;

(b) Permitting any employee on the licensed premises to touch, caress or fondle the breasts, buttocks, anus, vulva or genitals of any other employee or any patron;

(c) Encouraging or permitting any patron on the licensed premises to touch, caress or fondle the breasts, buttocks, anus, vulva, or genitals of any employee;

(d) Performing or permitting any person to perform on the licensed premises acts of or acts which simulate:

(1) Sexual intercourse, masturbation, sodomy, or any other sexual act which is prohibited by law; or

(2) Touching, caressing or fondling such persons' breasts, buttocks, anus or genitals.

(e) Using or permitting any person to use on the licensed premises, any artificial devices or inanimate objects to depict any of the acts prohibited by paragraph (d) of this section.

(f) Showing or permitting any person to show on the licensed premises any motion picture, film, photograph, electronic reproduction, or other visual reproduction depicting:

(1) Acts or simulated acts of sexual intercourse, masturbation, sodomy, or any sexual act which is prohibited by law;

(2) The touching, caressing or fondling of the buttocks, anus, genitals or the female breasts;

(3) Scenes in which a person displays the buttocks, anus, genitals or the female breasts.

(g) As used in this section, the term "premises" means the premises licensed by the City as a cereal malt beverage establishment, and, effective April 1, 2019, an enhanced cereal malt beverage establishment, and such other areas, under the control of the licensee or his or her employee or employees, that are in such close proximity to the licensed premises that activities and conduct of persons within such other areas may be viewed by persons on or within the licensed premises.

SECTION 7. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

PASSED by the City Council the 18 day of March, 2019. **APPROVED** by the Mayor.

Mike Kelly, Mayor

ATTEST:

Kelley Bohon, City Clerk

APPROVED AS TO FORM:

Steven E. Mauer

Item Number: New Business- IX.-A.
Committee 3/18/2019
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 3/15/2019
Submitted By: Keith Moody
Committee/Department: Admin.
Title: **Adopt R Park Phased Development Plan**
Item Type: Other

Recommendation:

The Parks and Trees Committee recommends adoption of the R Park Phased Development Plan.

Details:

The attached phased development plan for R Park is a 2018 Objective. Sheet 1 shows improvements for all phases. Sheet 2 is the proposed 1st Phase. Sheet 3 is the proposed 2nd Phase. Sheet 4 is the proposed 3rd Phase. A phased approach is anticipated in order to complete improvements without the need to borrow. The plan as presented anticipates roughly \$1.7 million total for the 3 phases. During the 2020 budget process staff will use the cost estimates per phase to update the Capital Improvements Plan (CIP), the current CIP reflects \$200,000 allocated in 2020 for a pavilion at R Park and \$200,000 in 2021 for a permanent restroom. With the addition of a pavilion (medium size shelter) city regulations would call for additional restroom facilities. Currently the park is served by one accessible porta-potty. The Phase 1 concept plan (sheet 2) reflects accessibility improvements along with the construction of these two main structures, and removal of the northern portion of the old playground to add additional green/open space. Phase 1 estimated costs total \$1 million. Notes have been added to reflect the Parks Committee's preferences applicable in this phase.

The 2nd Phase (sheet 3) reflects where additional parking could be added if the city finds a need following completion of the 1st Phase. The notes on this sheet reflect the Park's Committees preference for not adding parking. Phase 2 also reflects modifications to Juniper, which could be funded out of the funds restricted for street improvements. Soccer field and related storm drainage/sanitary sewer modifications are also reflected. Phase 2 has an estimated cost of \$400,000 (inclusive of parking and street improvements). Notes have been added to reflect the Parks Committee's preferences applicable in this phase.

Phase 3 (sheet 4) reflects surfacing remaining granular paths to make the park accessible to all, the estimated cost is \$300,000. Notes have been added to reflect the Park Committee's preferences applicable to this phase.

Financial Impact

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

Additional Information

Council has approved a task order with Larkin for design/engineering of the improvements reflected in Phase 1. The Parks Committee will work with engineers and staff to shepherd this process to a set of construction plans for Council consideration.

How does item relate to Strategic Plan?

Creating and executing a development plan for R Park supports Strategic Initiative 5.A. Develop existing facilities and green space to maximize usage and service to the public.

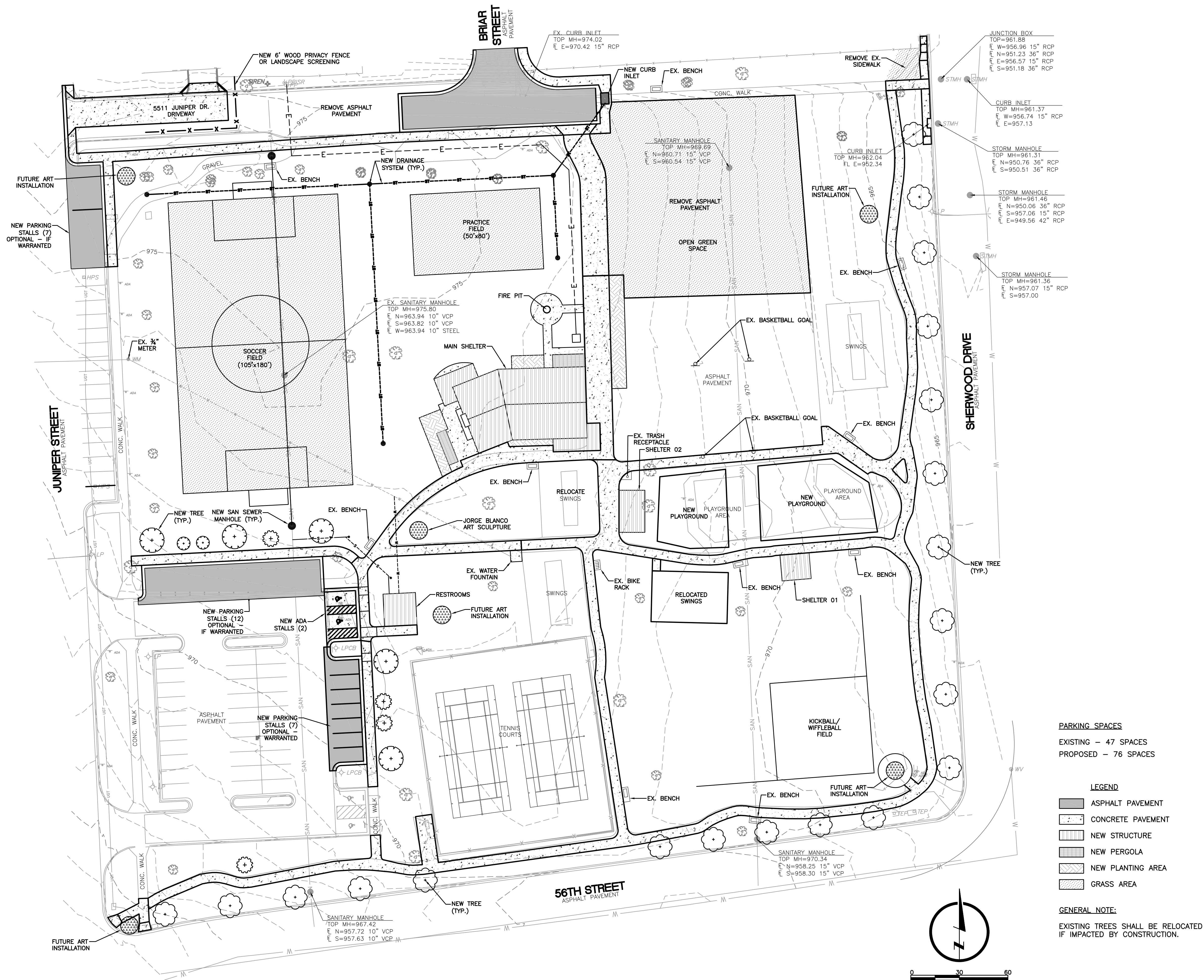
How does item benefit Community for all Ages?

The improvements broaden the offerings at the park to residents of all ages.

ATTACHMENTS:

Description	Type
❏ R Park Phased Development Plan 3-11-2019	Cover Memo
❏ Adopted R Park Development Plan with edits from 3-18-19 Meeting	Cover Memo

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LAMP RYNARSON

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816.361.0440
LampRynarson.com

PRELIMINARY

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MARK DANIEL MCGHEE, JR.

R PARK IMPROVEMENTS MASTER PLAN

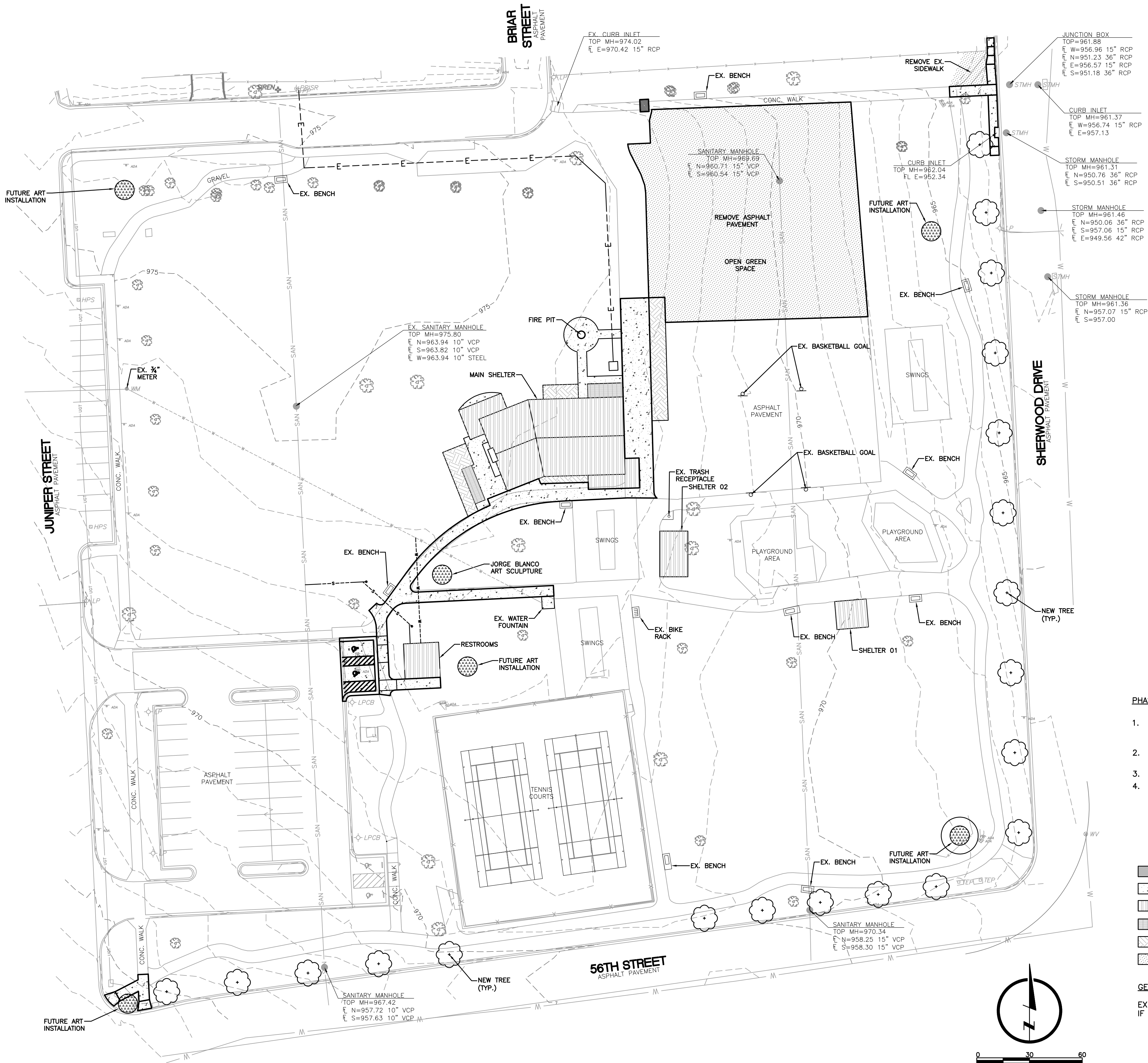
R PARK IMPROVEMENTS
CITY OF ROELAND PARK, KANSAS

REVISIONS
11-09-2018 ORIGINAL ISSUE DATE
03-08-2019 PARKS COMMITTEE RECOMMENDATIONS

DESIGNER / DRAFTER
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03-08-2019
PROJECT NUMBER
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R PARK IMPROVEMENTS
PHASE 1

R PARK IMPROVEMENTS
CITY OF ROELAND PARK, KANSAS

REVISIONS

11-09-2018 ORIGINAL ISSUE DATE
03-08-2019 PARKS COMMITTEE RECOMMENDATIONS

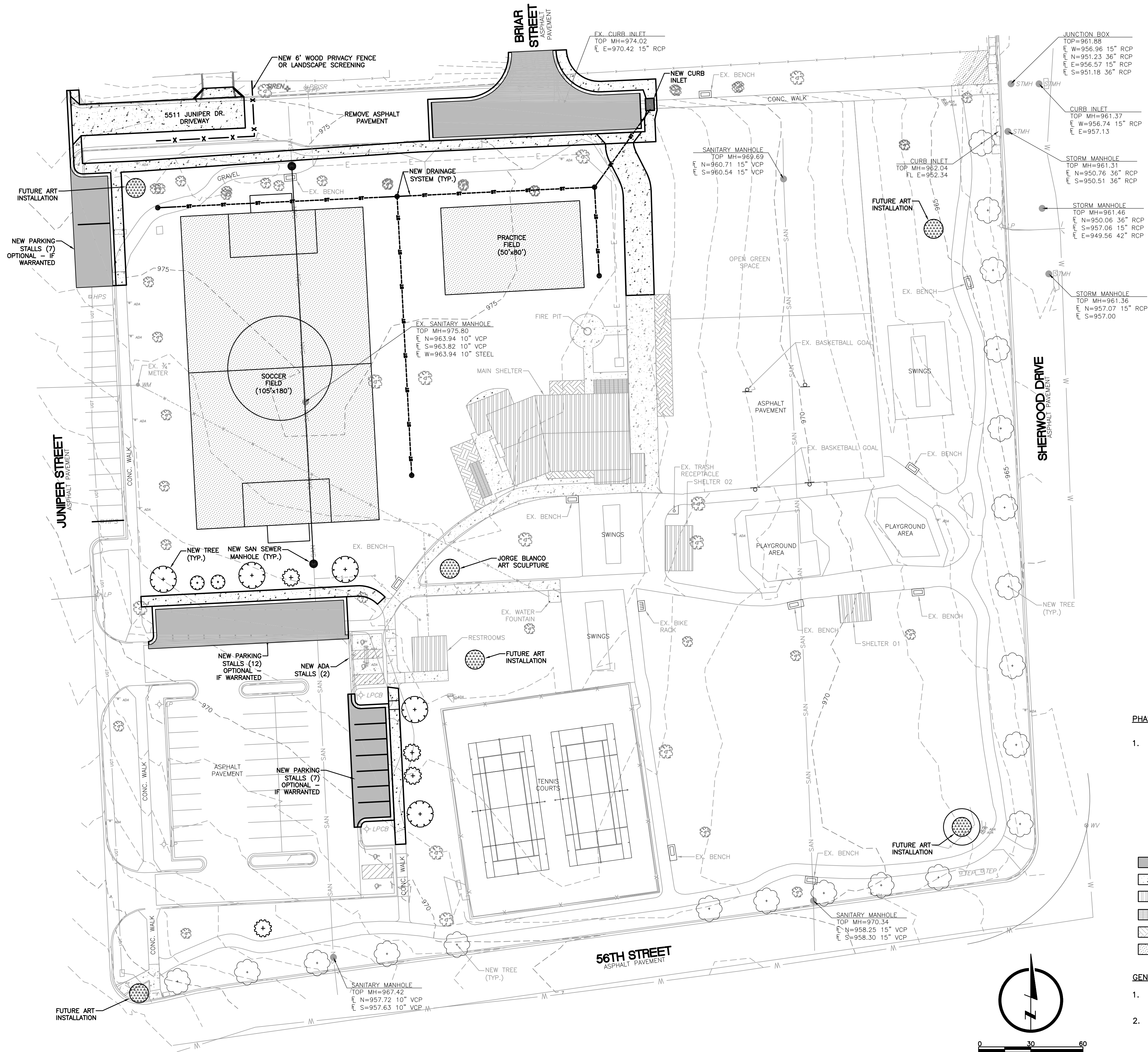
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R PARK IMPROVEMENTS
PHASE 2

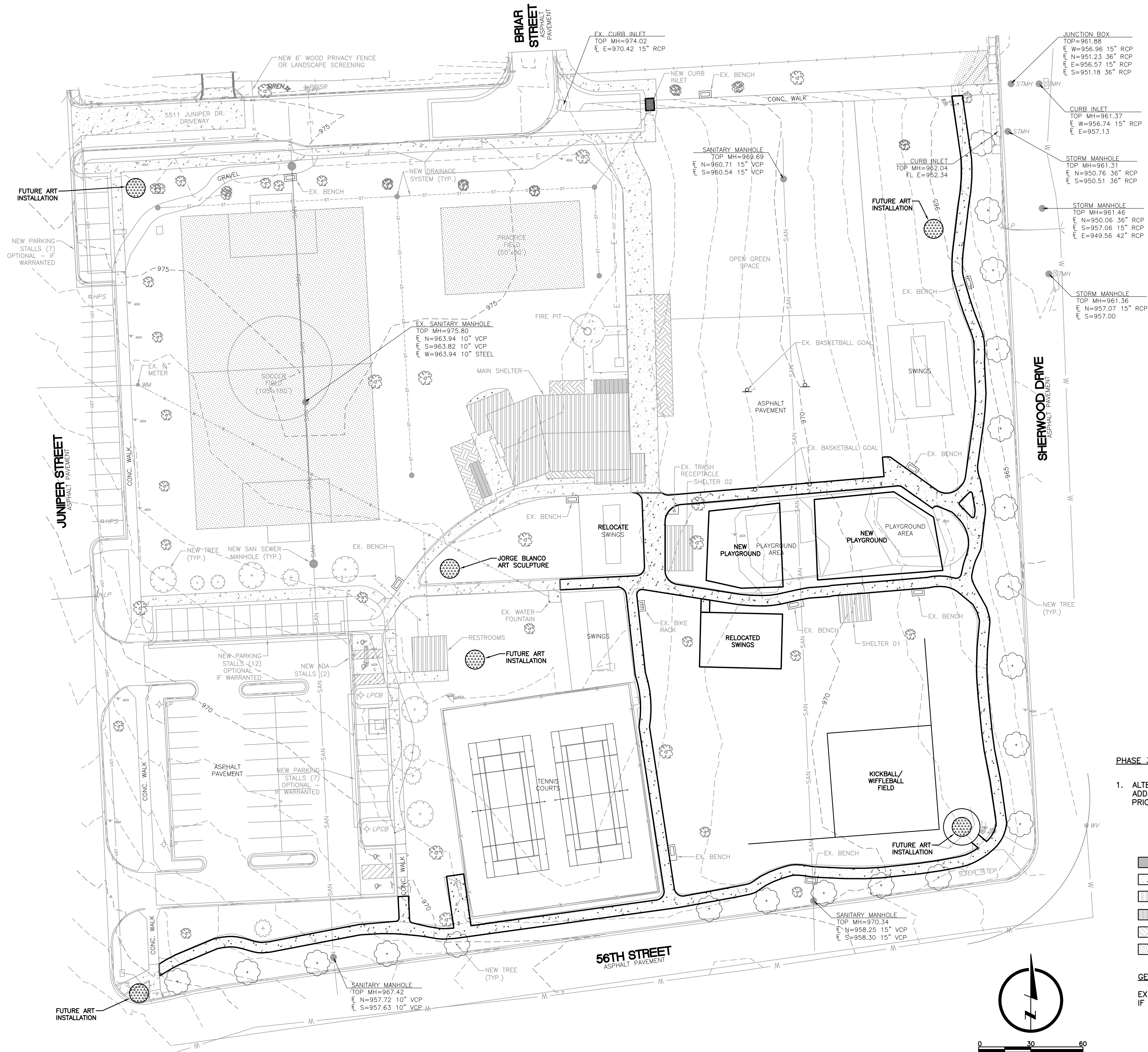
R PARK IMPROVEMENTS
CITY OF ROELAND PARK, KANSAS

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R PARK IMPROVEMENTS
PHASE 3

R PARK IMPROVEMENTS
CITY OF ROELAND PARK, KANSAS

REVISIONS
11-09-2018 ORIGINAL ISSUE DATE
03-08-2019 PARKS COMMITTEE RECOMMENDATIONS

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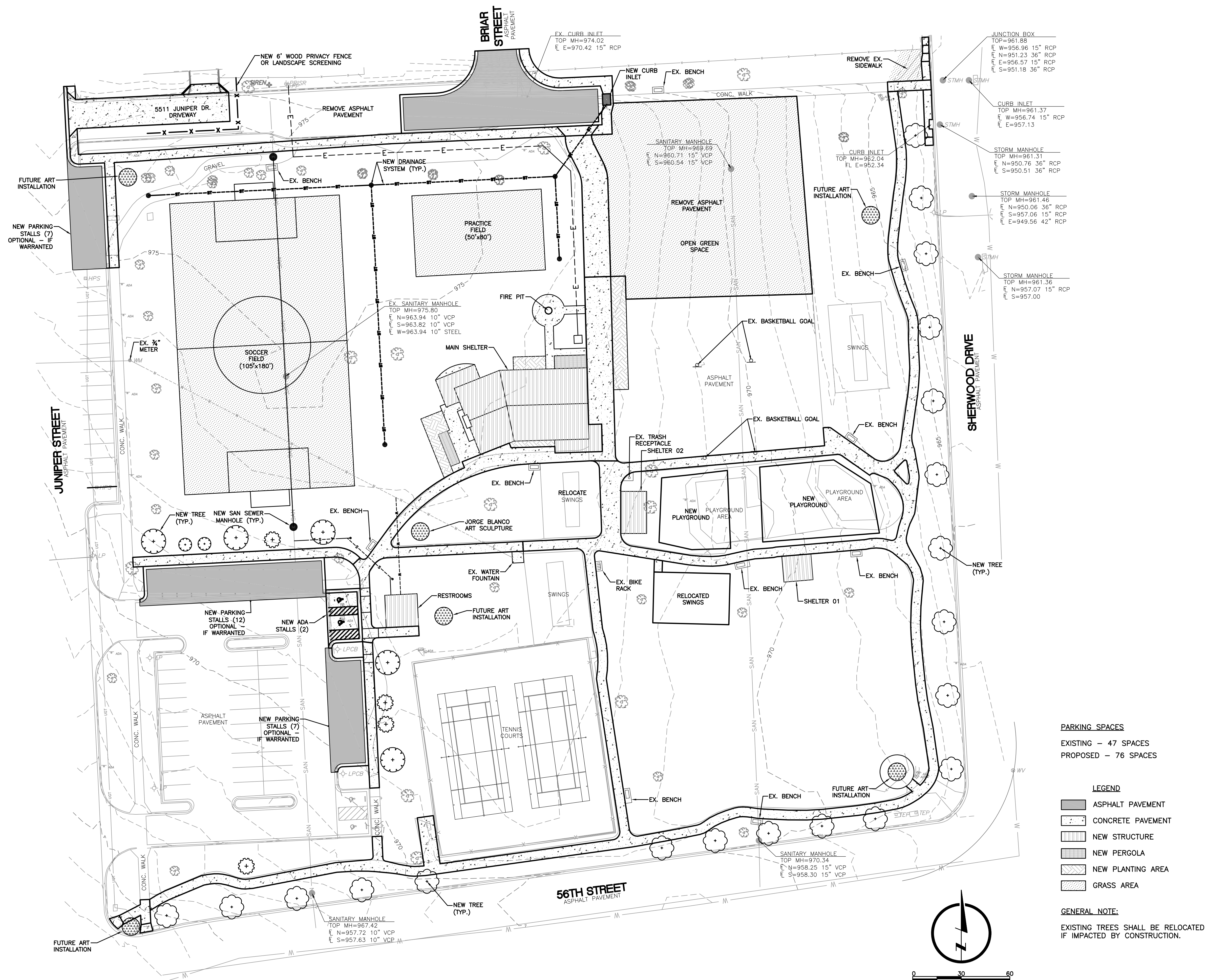
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R PARK IMPROVEMENTS MASTER PLAN

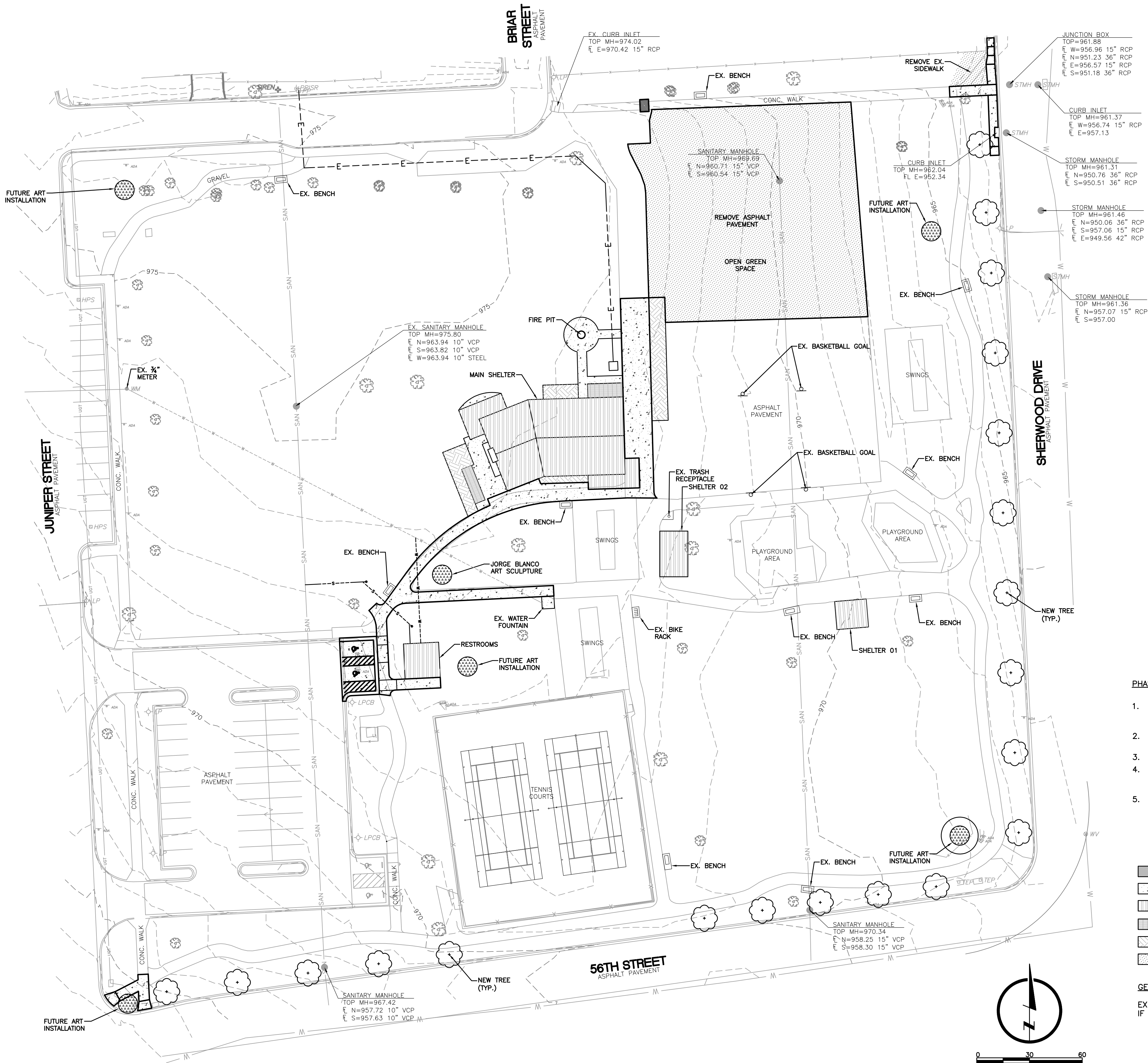
R PARK IMPROVEMENTS
CITY OF ROELAND PARK, KANSAS

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03-19-2019	ADOPTED BY CITY COUNCIL (03-18-2019)
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R PARK IMPROVEMENTS PHASE 1

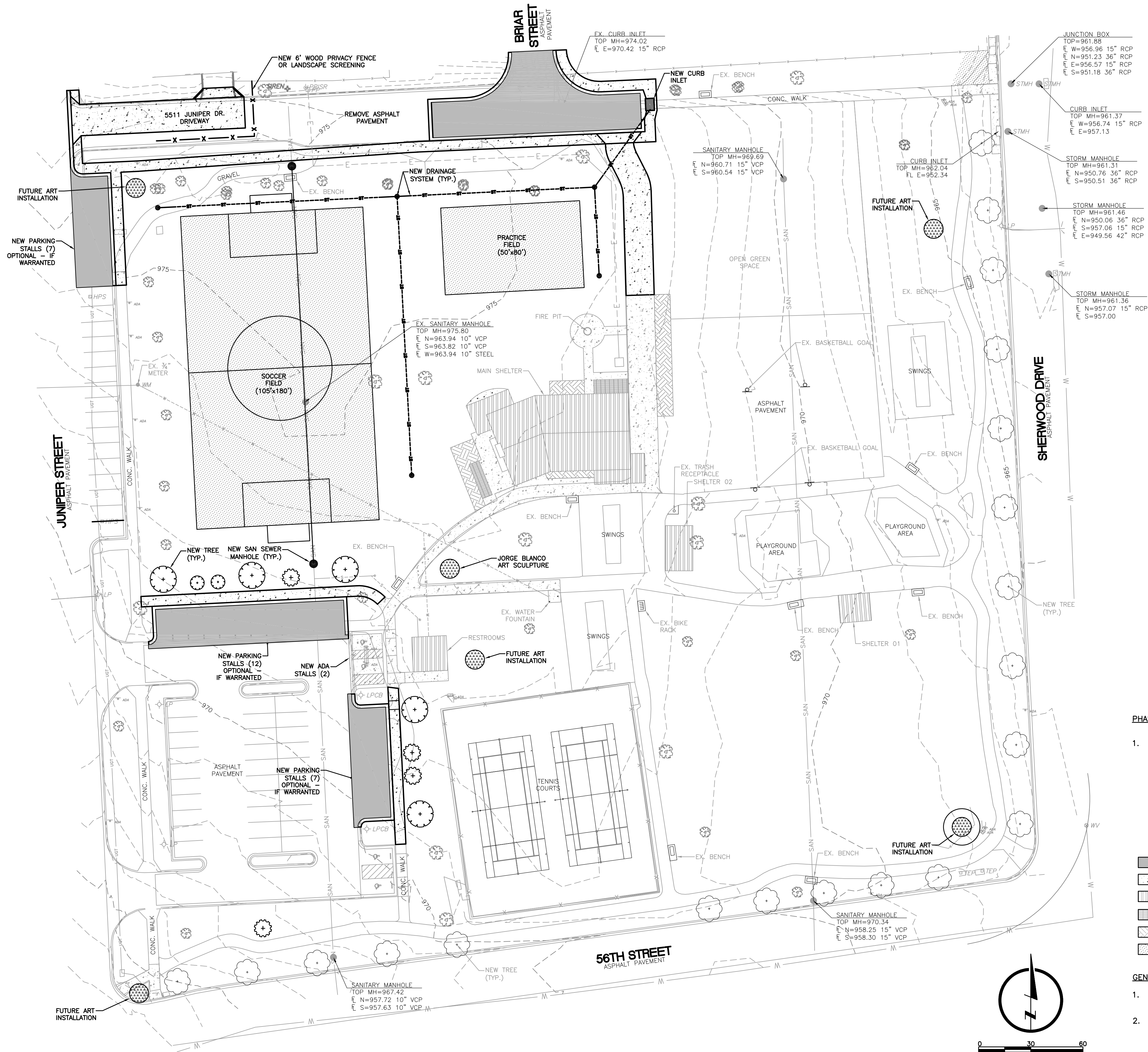
R PARK IMPROVEMENTS CITY OF ROELAND PARK, KANSAS

REVISIONS	
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03-19-2019	ADOPTED BY CITY COUNCIL (03-18-2019)

DESIGNER / DRAFTER	
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PHASE 2 NOTE:

1. OPTIONAL - IF WARRANTED PARKING IS NOT DESIRED BY THE PARKS COMMITTEE. POTENTIAL LOCATIONS ARE SHOWN SHOULD PHASE 1 PARKING CONDITIONS INDICATE ADDITIONAL SITE PARKING IS NECESSARY WITH PHASE 2 OR PHASE 3 DEVELOPMENT.

LEGEND

- ASPHALT PAVEMENT
- CONCRETE PAVEMENT
- NEW STRUCTURE
- NEW PERGOLA
- NEW PLANTING AREA
- GRASS AREA

GENERAL NOTES:

1. EXISTING TREES SHALL BE RELOCATED IF IMPACTED BY CONSTRUCTION.
2. ADDITIONAL PARKING IS NOT DESIRED BY THE PARKS COMMITTEE BUT POTENTIAL LOCATIONS ARE SHOWN SHOULD PHASE 1 CONDITIONS INDICATE ADDITIONAL SITE PARKING IS NECESSARY.

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R PARK IMPROVEMENTS
PHASE 2

R PARK IMPROVEMENTS
CITY OF ROELAND PARK, KANSAS

REVISIONS

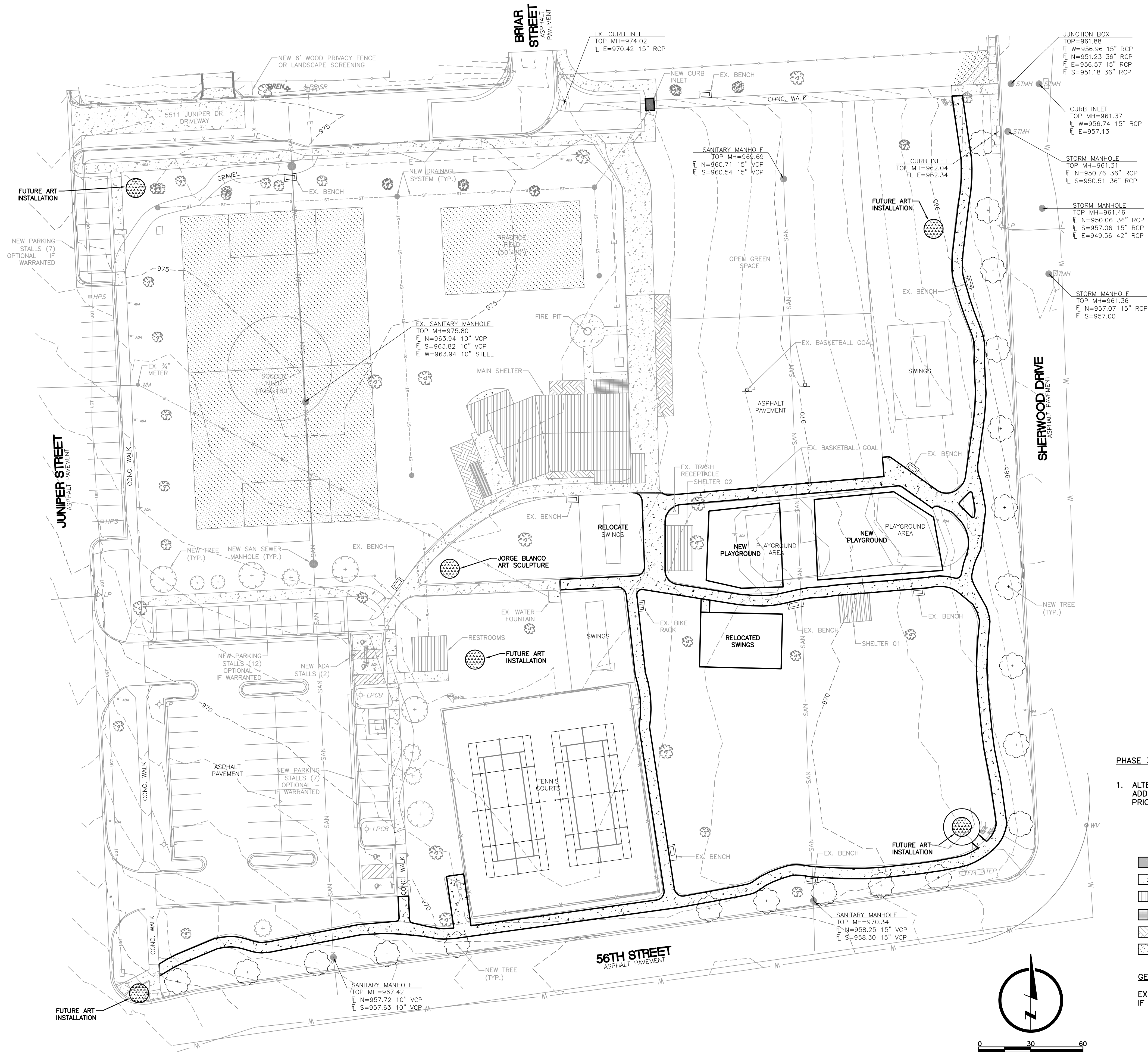
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03-19-2019	ADOPTED BY CITY COUNCIL (03-18-2019)

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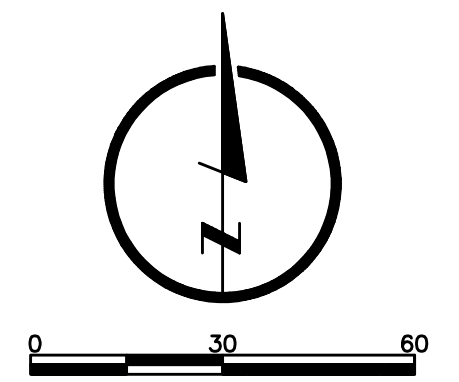
PHASE 3 NOTE:

1. ALTERNATIVE MATERIALS SHALL BE CONSIDERED IN ADDITION TO CONCRETE FOR TRAIL IMPROVEMENTS, PRIORITIZING SUSTAINABILITY AND ACCESSIBILITY.

- LEGEND**
- ASPHALT PAVEMENT
 - CONCRETE PAVEMENT
 - NEW STRUCTURE
 - NEW PERGOLA
 - NEW PLANTING AREA
 - GRASS AREA

GENERAL NOTE:

EXISTING TREES SHALL BE RELOCATED IF IMPACTED BY CONSTRUCTION.



**LAMP
RYNEARSON**

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R PARK IMPROVEMENTS
PHASE 3

R PARK IMPROVEMENTS
CITY OF ROELAND PARK, KANSAS

REVISIONS	
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03-08-2019	PARKS COMMITTEE RECOMMENDATIONS
03-19-2019	ADOPTED BY CITY COUNCIL (03-18-2019)
DESIGNER / DRAFTER	
AJM	DATE
03-19-2019	PROJECT NUMBER
0318001.07	BOOK AND PAGE

Item Number: New Business- IX.-B.
Committee 3/18/2019
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 3/13/2019
Submitted By: Kelley Bohon
Committee/Department: Admin.
Title: **Cereal Malt Beverage License for CVS**
Item Type: Other

Recommendation:

To approve CMB license for CVS.

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	Type
☐ CMB License CVS	Cover Memo

Fee: \$75.00

KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIMES

No.

DEALER'S RETAIL LICENSE

From: 04/01/2019

To: 12/31/2019

To All Whom it May Concern:

License is hereby granted to CVS to sell at retail

CEREAL MALT BEVERAGES

For sale in original and unopened containers and NOT for consumption on premises

5170 ROE Boulevard

in the City of Roeland Park in Johnson County, Kansas,

Application therefor, on file in the office of the City Clerk of said City, having been approved by the governing body of such City as provided by the Laws of Kansas and the rules, regulations and ordinances pertaining thereto.

This License will expire on 12/31/2019, unless sooner revoked, is not transferable, nor will any refund of the fee be allowed thereon.

Given under our hands and the corporate seal of said City, on this date: 04/01/2019

Mayor

City Clerk

Item Number: New Business- IX.-C.
Committee 3/18/2019
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 2/26/2019
Submitted By: Donnie Scharff, Director of Public Works
Committee/Department: Public Works
Title: **2019 Mowing Agreement**
Item Type: Agreement

Recommendation:

Staff recommending to council to award the 2019 Building, Park, & Traffic Lawn Mowing Agreement with Jake's Lawn & Landscape.

Details:

In 2016, PW staff put out an RFP for contracted mowing services. Staff reviewed bids and made a recommendation to award the mowing to Next to Nature. In 2017 and 2018, staff recommended to extend the mowing agreement for these years.

In 2019, staff put out an RFP for mowing services. In total we received 3 bids from companies. The breakdown of cost for each company to complete a mowing of all locations is as follows:

<u>Jake's Lawn & Landscape</u>	<u>Next to Nature</u>	<u>Supreme Green Land</u>
\$1,312 per mowing	\$1,690 per mowing	\$2,225 per mowing
\$2,600 per application	\$3,730 per application	\$3.450 per application

PW has budgeted for contracted mowing services for the past 3 years. All of the 3 years, the contractor was able to complete the mowing season within budget or just slightly under.

The previous mowing contractor averaged 22 mowing per season in the past 3 years. Staff assumes the same amount of mowing's for 2019. The 2019 mowing schedule is April 1, 2019 thru October 28st, 2019. That is roughly 30 mowing's

Cost per mowing - $\$1,312 \times 30$ mowing per season = \$39,360 assuming all 30 mowing's are needed. As it states in the agreement, the PW Director can decide to suspend a mowing or not depending on weather conditions. Grass not growing due to drought, excess rainfall, etc. This will

allow flexibility in the mowing schedule to keep within our budgeted amount for 2019 of \$33,000.

We also asked for prices to provide weed control and fertilizer applications. Those prices are reflected above for consideration. There has not been a budget established for this service, staff requested pricing so that a firm number would be available should Council wish to implement this program. We do have \$24,000 in Grounds Maintenance budgeted for 2019, this account is used to cover lawn, ground cover and plantings for all of our facilities. A minimum of a spring pre emergent treatment, a summer fertilization and a fall winterization treatment has been recommended by the providers. The total cost for 3 treatments using Jake's Lawn & Landscape would be \$7,800.

Financial Impact

Amount of Request: 30 mowings = \$39,360; 22 mowings = \$28,864	
Budgeted Item?	Budgeted Amount: \$33,000
Line Item Code/Description: 5214.106	

Additional Information

The city hired a contractor to regrade the old the rocks site to plan for future development. This area was not mowed while construction was be done. Now that it is graded and seeded mowing is anticipated to begin in 2019 as part of this contract.

For the past 3 mowing seasons, staff had budgeted \$33,000 for each season of mowing. Staff did not include the rocks area for mowing during that time. For 2019, this area will be subject to mowing which does contribute to higher mowing costs. For 2019, the cost of \$165 per mowing of the rock site is now incorporated into the Public Works Site as the acreage increased from 1.5 to 5.5 acres . Assuming 30 mowing are needed for this site this season, the cost would be \$4,950. This addition was not reflected in the 2019 mowing budget.

The overall cost for the potential 30 mowing's= \$39,760. If the rock site was not mowed, the overall total cost for mowing's for 2019 would be on par from 2018 mowing costs.

Attached is a memo from Larkin addressing the preferred ground cover approach for the Rocks.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
❑ 2019 Mowing Agreement	Cover Memo
❑ 2019 Mowing Maps	Cover Memo
❑ 2019 Bid Results	Cover Memo

□ Memo from Larkin Concerning Ground Cover for the Rocks

Cover Memo

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

2019



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

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Traffic Median Site Mowing Form.....24

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 22nd, 2019 for the maintenance mowing, complete, of the Building, Park, & Traffic Island Lawn Mowing And Lawn Application Program, said work to include: Mowing, Trimming, Edging Litter Removal and Lawn Application.

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, AND LAWN APPLICATION PROGRAM". 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, And Lawn Application Program"**. In checking proposals, all unit prices shall govern, and any error in item totals shall be corrected to reflect the unit price proposed.

IB-2 PROPOSAL GUARANTEE

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

The City of Roeland Park, Kansas

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

IB-3 SIGNATURES OF BIDDERS

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

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

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

IB-4 QUALIFICATIONS OF BIDDERS

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

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

IB-5 LOCAL CONDITIONS AFFECTING WORK

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

IB-6 TAXES

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

IB-7 INTERPRETATION OF CONTRACT DOCUMENTS

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

IB-8 TIME OF COMPLETION

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

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

IB-9 WITHDRAWAL OF BID

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

IB-10 ACCEPTANCE AND REJECTION OF BIDS

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

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

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

IB-11 BID ALTERNATES

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

IB-12 RETURN OF PROPOSAL GUARANTEE

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

IB-13 BONDS

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

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

IB-14. INSURANCE:

(a) General –

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

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

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

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

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

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

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

(c) Insurance required-

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

(1) General Liability

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

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

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

(2) Automobile Liability-

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

A) Liability \$1,000,000

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

(3) Umbrella or Excess Liability

Liability \$2,000,000

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

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

A) Liability Statutory

B) Employers Liability

Bodily Injury by Accident \$500,000 each accident

Bodily Injury by Disease \$500,000 policy limit

Bodily Injury by Disease \$500,000 each employee

(d) Subcontractor's Insurance-

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

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

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

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

IB-15 NONDISCRIMINATION

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

religion, color, sex, national origin 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**
Southeast corner of Roe Blvd & Roe Lane
8. **Roe Blvd Traffic Island Median**
Roe Blvd, between Sycamore Drive & 57th Street (Map Included in Packet)
9. **R Park**
5535 Juniper (Map Included in Packet)
10. **Cooper Creek Park**
Roeland Drive & Johnson Drive (Map Included in Packet)
11. **Green Space Public Property**
Northeast corner of Roe Blvd & Johnson Drive (Map Included in Packet)
12. **Carpenter Park**
Southwest corner of Sycamore Drive & Cedar Street (Map Included in Packet)
13. **Juniper Park**
Community Garden on Juniper Street, between Alder and Rosewood (Map Included in Packet)
14. **Granada Park**
5150 Granada Street (Map Included in Packet)
15. **Sweaney Park**
Intersection of Well Drive & Neosho Lane (Map Included in Packet)

16. Island A

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

17. Island B

Infront of 5517 Roeland Drive (Map Included in Packet)

18. Island C

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

19. Island D

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

20. Island E

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

21. Island F

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

22. Island G

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

23. Island H

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

24. 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 Donnie Scharff, Director of Public Works at (913) 722-2600.

GC-2 MOWING AND TRIMMING AND LITTER REMOVAL.

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

EQUIPMENT: Contractor shall use a rear, side or no discharge mower with adequate guarding to prevent propulsion of foreign objects is required. Mowers and equipment are to be equipped with turf type tires.

No cleated tires will be allowed. Mowers shall be of an appropriate size for the area being mown. Blades will be sharp as to give a fine, clean cut. Equipment must be operated at a safe speed that allows for an optimal cut.

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

GC-3 MOWING FREQUENCY

The 2019 mowing schedule will begin on April 1st, 2019 with an anticipated mowing season ending on October 28th, 2019. 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 LAWN APPLICATION FREQUENCY

The 2019 Lawn Application schedule will provide 3 seasonal applications: Spring, Summer, and Fall. Each application will address seasonal weed control including but not limited to Liquid Pre-Emergent, Fertilizers, and Turf Stregnth Builder. All areas will require each seasonal application with the exception of Area 13 – Juniper Park. In the event the application is not effective, the contractor will provide another application at NO extra cost to the City.

GC-5 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-6 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 there of 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 December 1, 2019, 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-7 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-8 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
2019

- | | | |
|------------|--|---------------------------------------|
| #1 | Roeland Park City Hall
Price per mowing and trimming \$_____ | |
| #2 | Nall Park
Price per mowing \$_____ | Price per mowing and trimming \$_____ |
| #3 | Roeland Park Community Center
Price per mowing \$_____ | Price per mowing and trimming \$_____ |
| #4 | North Roe Blvd
Right of Way Green Space
Price per mowing \$_____ | Price per mowing and trimming \$_____ |
| #5 | 4800 Roe Parkway
Right of Way Green Space
Price per mowing \$_____ | Price per mowing and trimming \$_____ |
| #6 | Right of Way Green Space
Price per mowing \$_____ | Price per mowing and trimming \$_____ |
| #7 | Right of Way Green Space
Price per mowing \$_____ | Price per mowing and trimming \$_____ |
| #8 | Roe Blvd Traffic Island Median
Price per mowing \$_____ | Price per mowing and trimming \$_____ |
| #9 | R Park
Price per mowing \$_____ | Price per mowing and trimming \$_____ |
| #10 | Cooper Creek Park
Price per mowing \$_____ | Price per mowing and trimming \$_____ |
| #11 | Green Space Public Property
Price per mowing \$_____ | Price per mowing and trimming \$_____ |
| #12 | Carpenter Park
Price per mowing and trimming \$_____ | |
| #13 | Juniper Park
Price per mowing \$_____ | Price per mowing and trimming \$_____ |
| #14 | Granada Park
Price per mowing \$_____ | Price per mowing and trimming \$_____ |

#15 Sweaney Park
Price per mowing and trimming \$_____

#19 Island A
Price per mowing \$_____ Price per mowing and trimming \$_____

#20 Island B
Price per mowing \$_____ Price per mowing and trimming \$_____

#21 Island C
Price per mowing \$_____ Price per mowing and trimming \$_____

#22 Island D
Price per mowing \$_____ Price per mowing and trimming \$_____

#23 Island E
Price per mowing \$_____ Price per mowing and trimming \$_____

#24 Island F
Price per mowing \$_____ Price per mowing and trimming \$_____

#25 Island G
Price per mowing \$_____ Price per mowing and trimming \$_____

#26 Island H
Price per mowing \$_____ Price per mowing and trimming \$_____

#27 Island I
Price per mowing \$_____ Price per mowing and trimming \$_____

TOTAL BID \$_____

TOTAL BID \$_____

Cost Per Seasonal Lawn Application \$_____

COMPANY

OWNER/AGENT

INSERT OR STAPLE CERTIFICATE OF INSURANCE ON THIS PAGE

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

KNOW ALL PEOPLE BY THESE PRESENTS, that we, the undersigned
_____, 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

[SEAL]

Address

SURETY COMPANY

City, State, Zip

Phone No.

Facsimile No. (If available)

By _____
Attorney-in-Fact

By _____
Kansas Agent

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

**CITY OF ROELAND PARK, KANSAS
AGREEMENT FOR PUBLIC IMPROVEMENTS
AGREEMENT BETWEEN CITY AND CONTRACTOR**

BUILDING, PARK, & TRAFFIC ISLAND LAWN MOWING

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

Hereinafter “Contractor”.

WHITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF ROELAND PARK, OWNER

Keith Moody, City Administrator

[SEAL]

ATTEST:

Kelley Bohon, City Clerk

APPROVED AS TO FORM:

Steven E Maugher, City Attorney

CONTRACTOR

[Name of Contractor]

BY: _____
Signature

Title (SEAL)

Address

City, State, Zip

Phone No.

Facsimile No. (If available)

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

SITE LOCATION MOWING FORM

Month:

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

Granada St

51st St

51st St

1

N

Area 1
4600 W 51st Street
Approx Acres = .25



Is Rd

Nall Ave

Skyline Dr

2

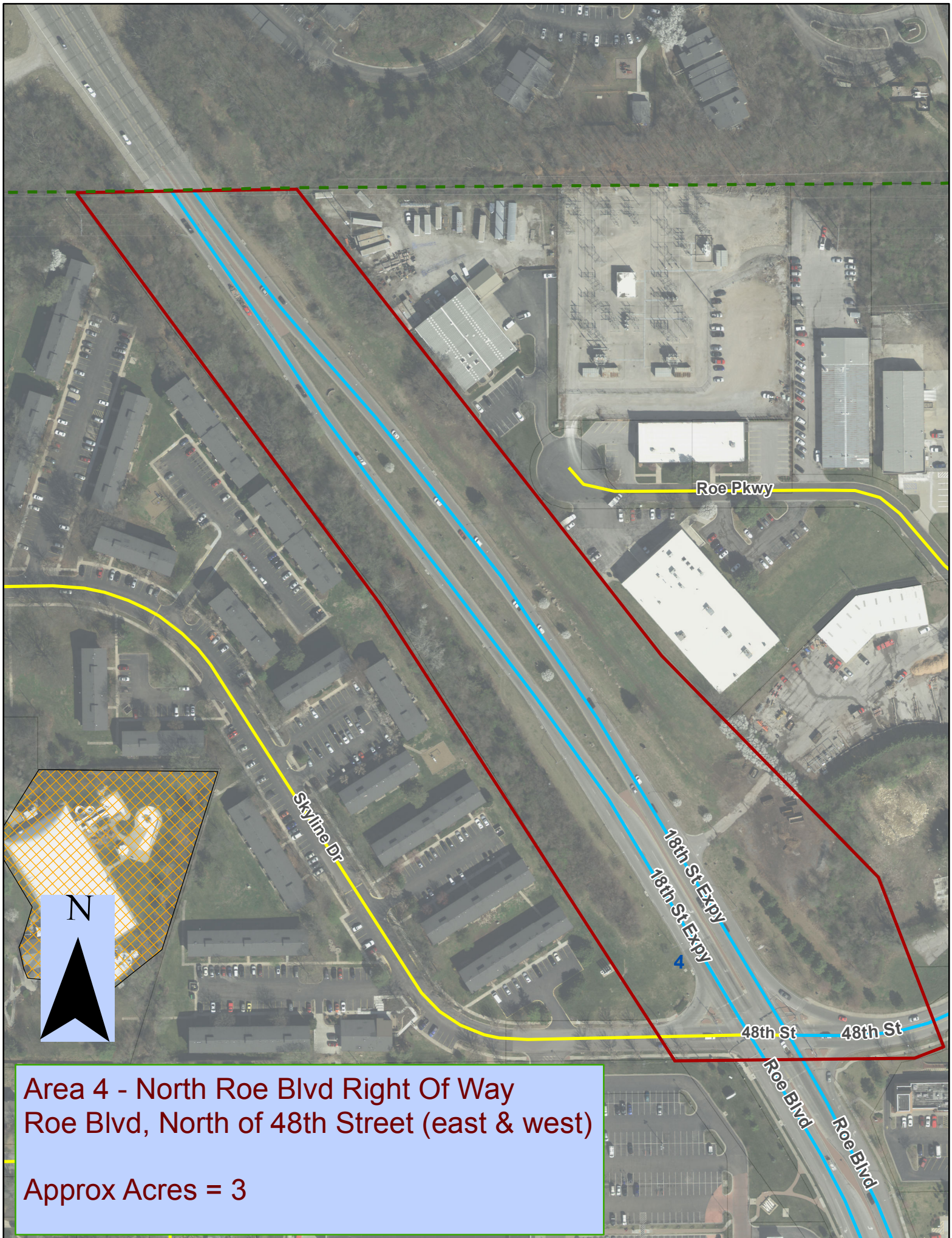
Area 2
4800 Nall Avenue
Approx Acres = 6.5



Area 3 - Community Center
4850 Rosewood

Approx Acres = 2.5

***Exclude grass in fenced areas shown orange**



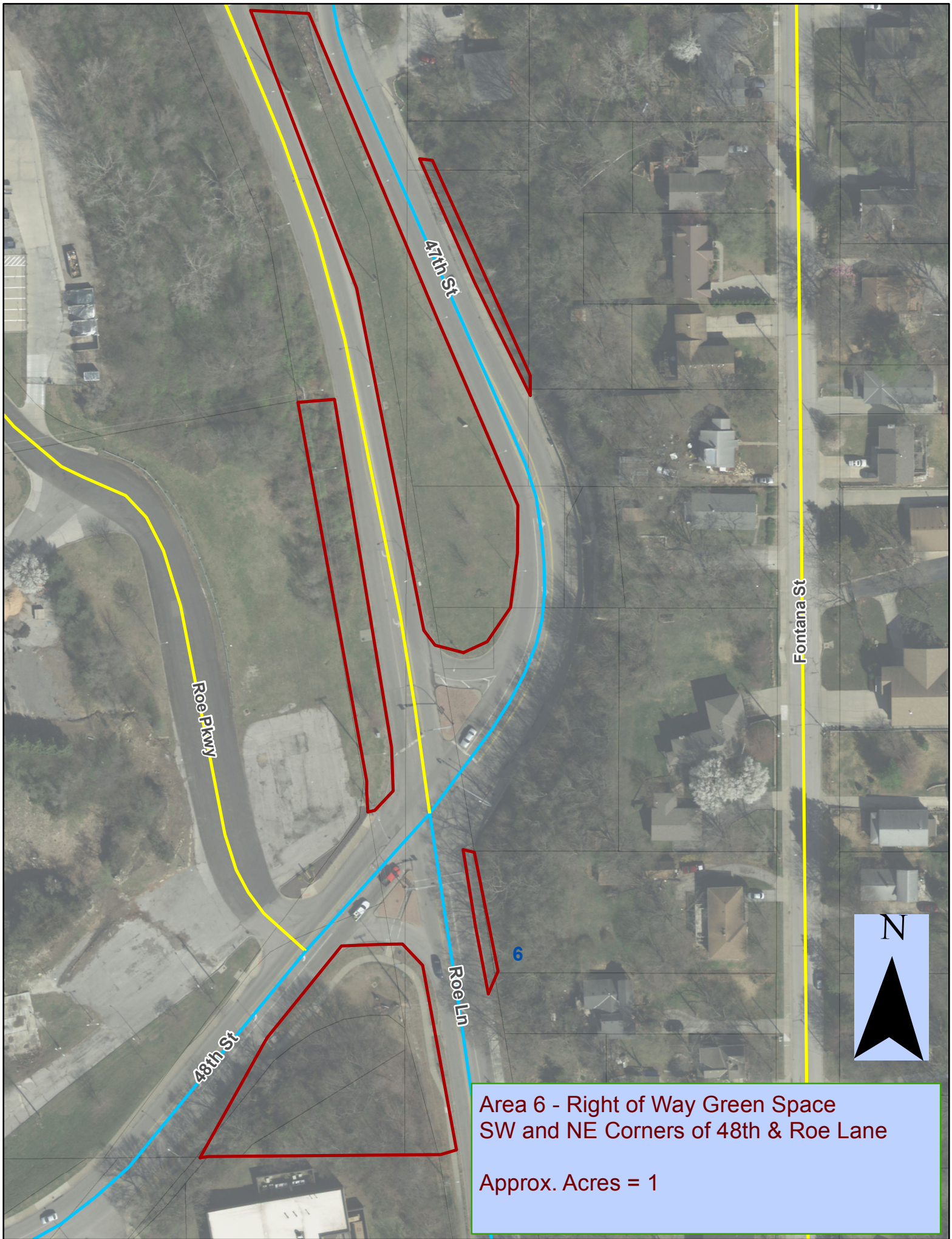


Public Works Building

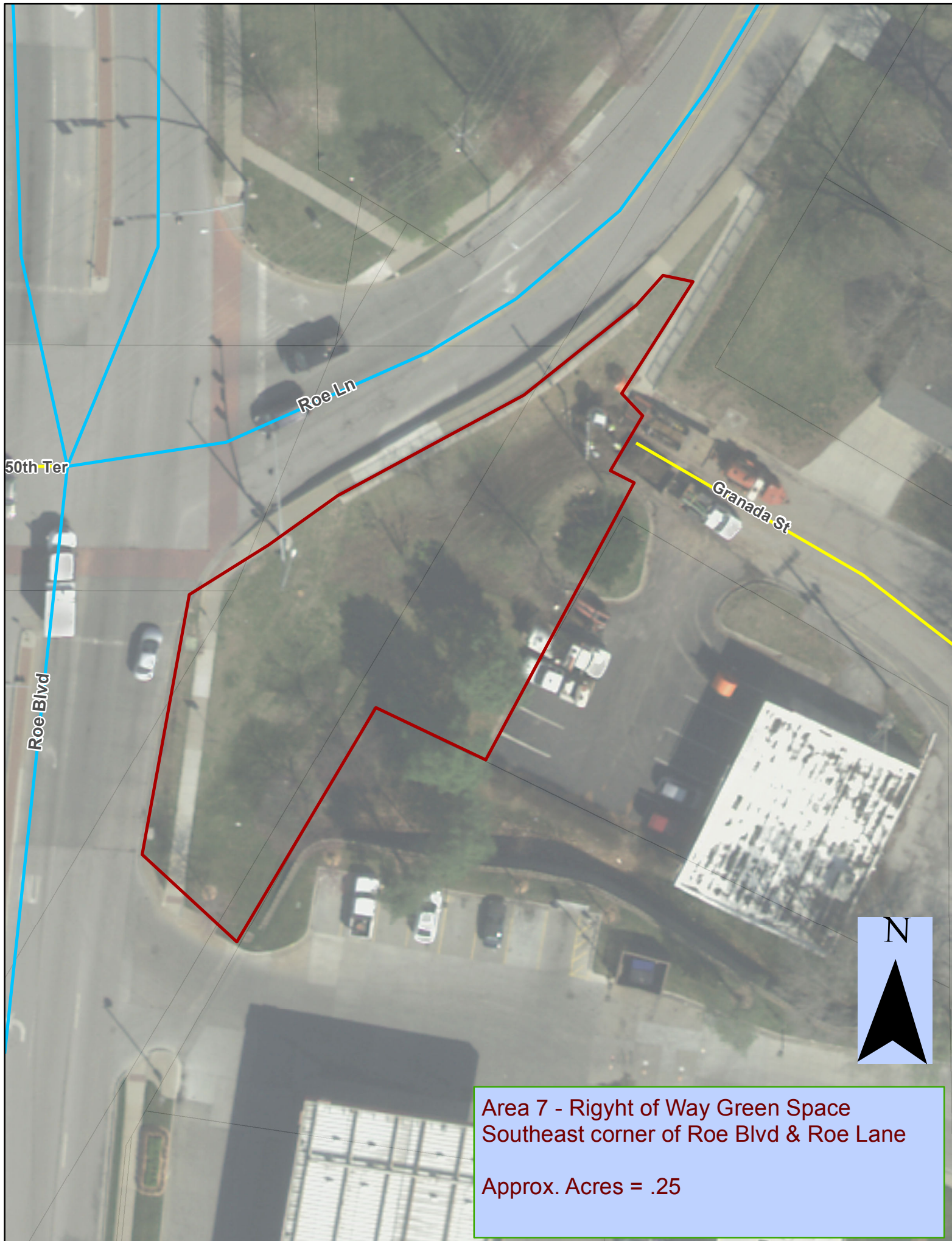
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Area 5 - Public Works & City Property
4800 Roe Parkway

Approx. Acres = 5.5 Acres

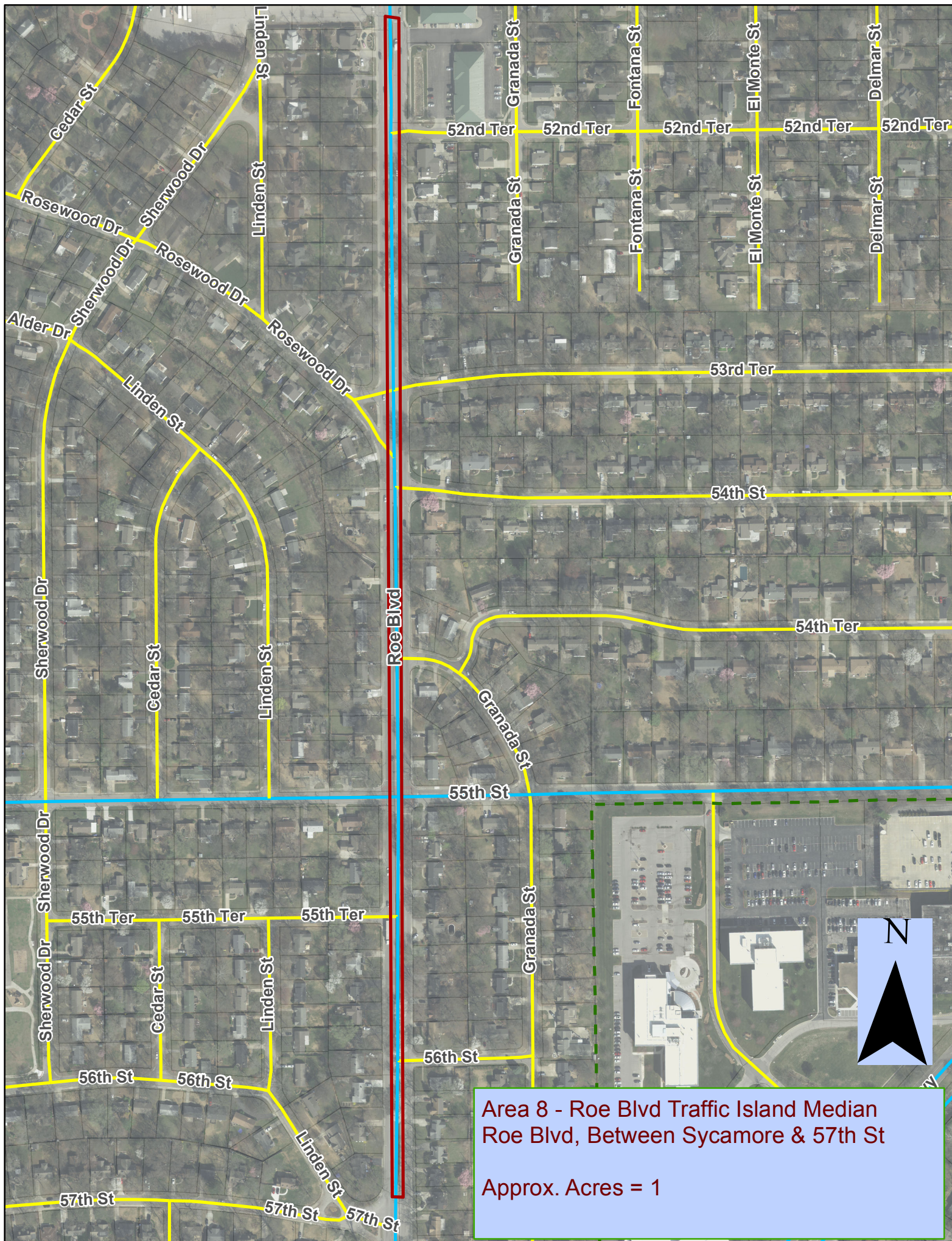


Area 6 - Right of Way Green Space
SW and NE Corners of 48th & Roe Lane
Approx. Acres = 1



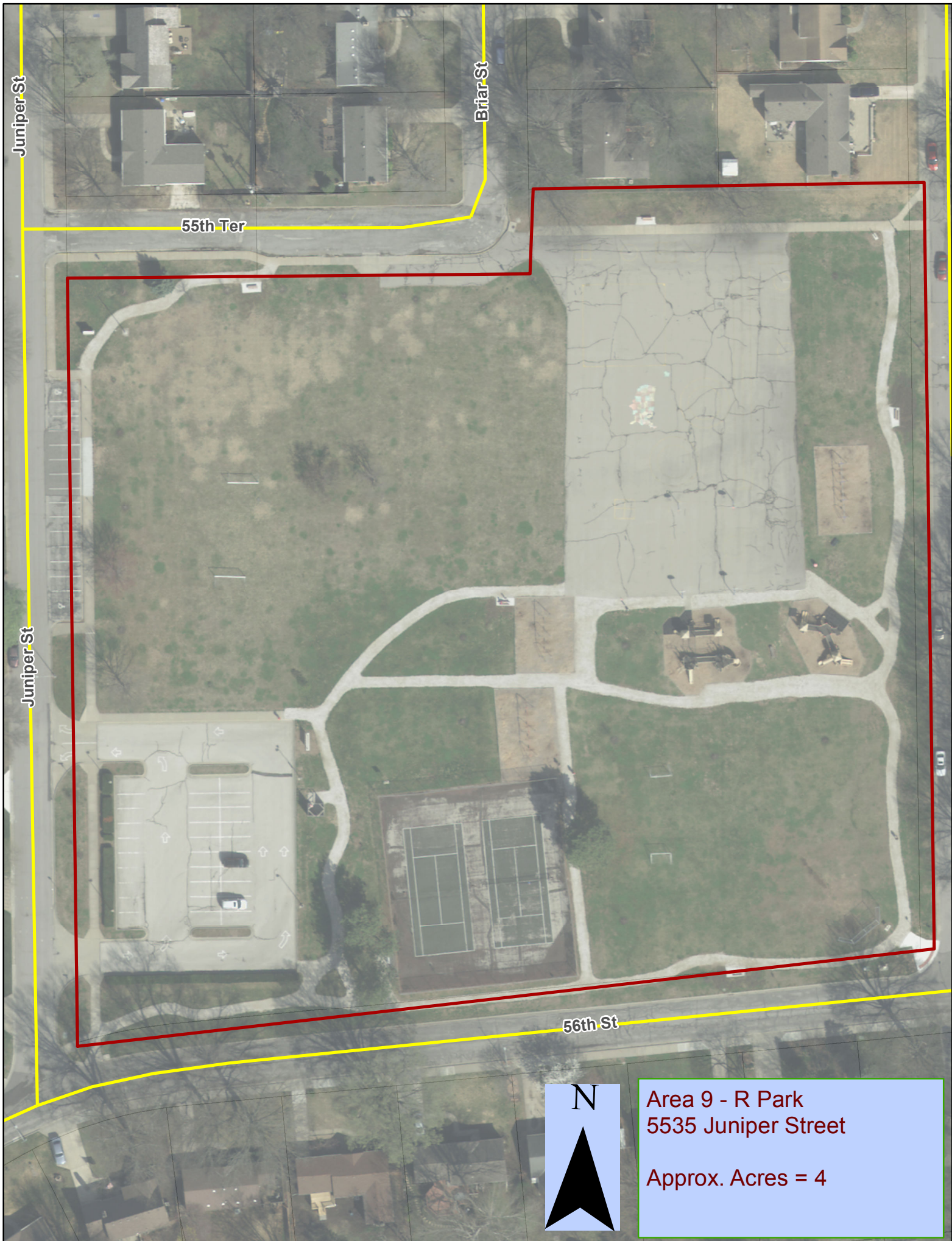
Area 7 - Righbt of Way Green Space
Southeast corner of Roe Blvd & Roe Lane

Approx. Acres = .25



Area 8 - Roe Blvd Traffic Island Median
Roe Blvd, Between Sycamore & 57th St

Approx. Acres = 1



Juniper St

Briar St

55th Ter

Juniper St

56th St



Area 9 - R Park
5535 Juniper Street

Approx. Acres = 4



Area 10 - Cooper Creek Park
58th S & Roeland Drive
Approx. Acres = 1



Granada St

Shawnee Mission Pkwy
Shawnee Mission Pkwy



Area 11 - NE Cloverleaf
Northeast corner of Johnson Drive & Roe Blvd
Approx. Acres = 3

Sycamore Dr

13

Cedar St



Area 12 - Carpenter Park
Sycamore Dr & Cedar St

Approx. Acres = .65



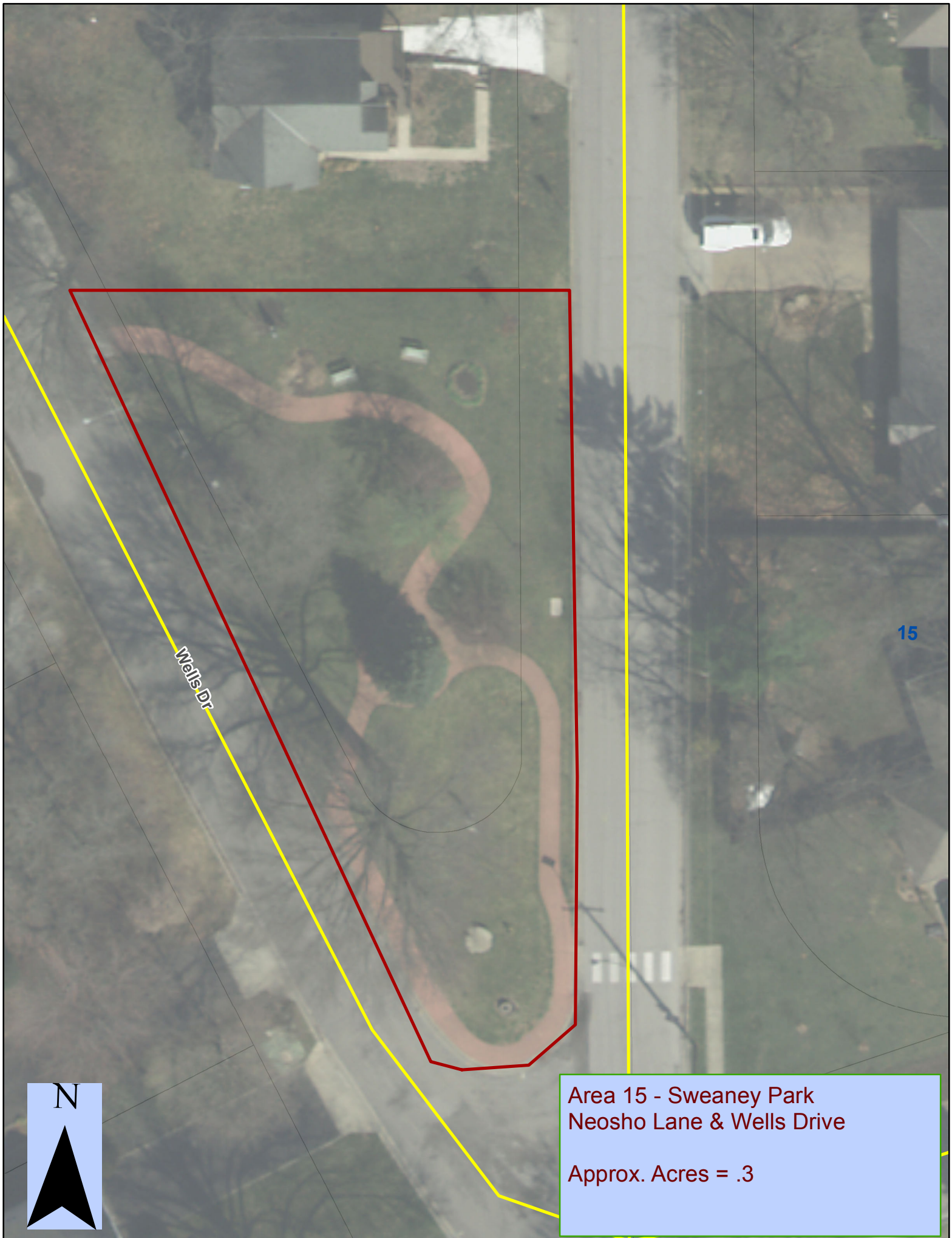
Juniper St



Area 13 - Juniper Park
Juniper St, Between Alder & Rosewood
Approx. Acres = .2



Area 14 - Granada Park
5150 Granada St
Approx. Acres = .2

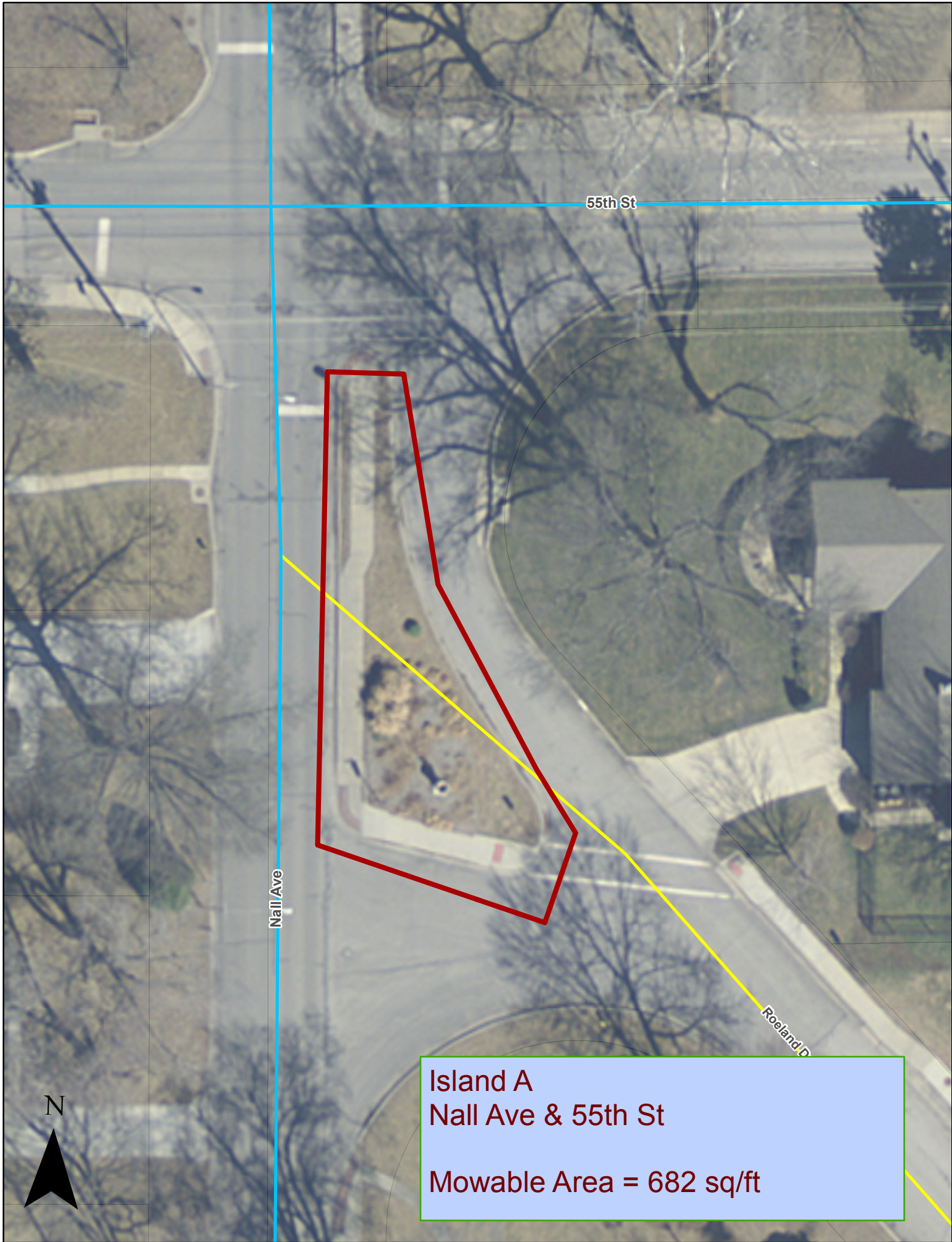


Wells Dr

15



Area 15 - Sweaney Park
Neosho Lane & Wells Drive
Approx. Acres = .3



55th St

Nall Ave

Roeland Dr

Island A
Nall Ave & 55th St
Mowable Area = 682 sq/ft



Island B
Infront of 5517 Roeland Dr
Mowable Area = 2,880 sq/ft



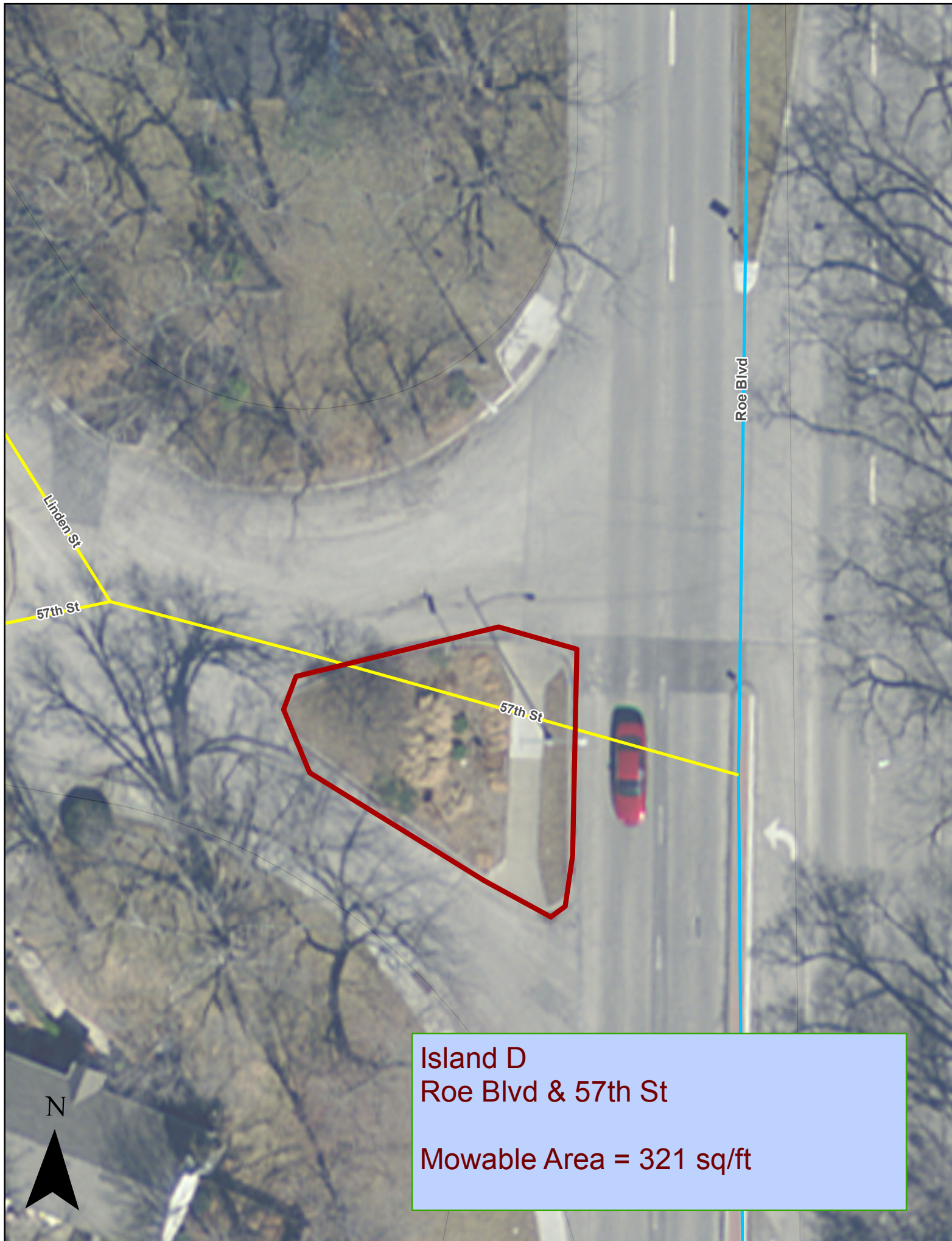
Linden St

57th St

57th St

Island C
Infront of 4701 W 57th St
Mowable Area = 465 sq/ft

N



Roe Blvd

Linden St

57th St

57th St

Island D
Roe Blvd & 57th St
Mowable Area = 321 sq/ft



53rd Ter

53rd Ter

Roe Blvd

Rosewood Dr

Island E
Roe Blvd & Rosewood
Mowable Area = 1140 sq/ft

N

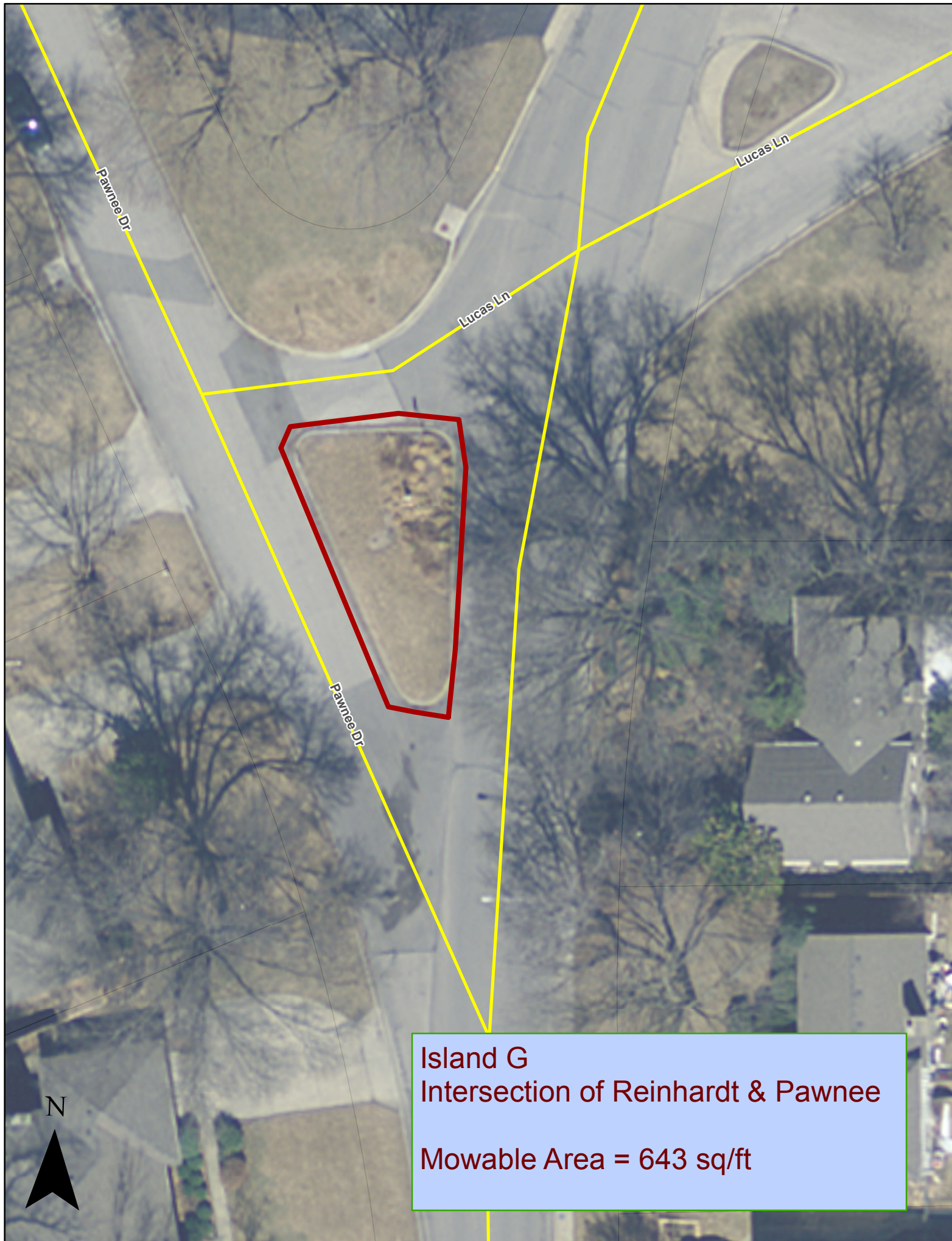


N

Island F

Intersection of Sherwood & Linden

Mowable Area = 775 sq/ft



Island G
Intersection of Reinhardt & Pawnee
Mowable Area = 643 sq/ft



50th Ter

Island H
Infront of 3629 W 50th Ter
Mowable Area = 630 sq/ft



47th Ter

N

Island I
Infront of 3501 W 47th Ter

Mowable Area = 452 sq/ft

2019 Mowing Bids Results				
Area	2018 Mowing Costs	Jake's Lawn & Landscape	Next To Nature Landscape LLC	Supreme Green Landworks
	Mowing & Trim	Mowing & Trim	Mowing & Trim	Mowing & Trim
1	\$ 32.00	\$ 20.00	\$ 35.00	\$ 75.00
2	\$ 380.00	\$ 355.00	\$ 380.00	\$ 315.00
3	\$ 140.00	\$ 120.00	\$ 140.00	\$ 180.00
4	\$ 38.00	\$ 30.00	\$ 125.00	\$ 210.00
5	\$ 180.00	\$ 165.00	\$ 355.00	\$ 120.00
6	\$ 48.00	\$ 40.00	\$ 50.00	\$ 90.00
7	\$ 25.00	\$ 20.00	\$ 25.00	\$ 75.00
8	\$ 20.00	\$ 30.00	\$ 60.00	\$ 180.00
9	\$ 40.00	\$ 165.00	\$ 180.00	\$ 190.00
10	\$ 180.00	\$ 80.00	\$ 75.00	\$ 90.00
11	\$ 90.00	\$ 110.00	\$ 100.00	\$ 105.00
12	\$ 120.00	\$ 40.00	\$ 25.00	\$ 90.00
13	\$ 48.00	\$ 20.00	\$ 20.00	\$ 35.00
14	\$ 20.00	\$ 20.00	\$ 20.00	\$ 70.00
15	\$ 20.00	\$ 15.00	\$ 20.00	\$ 75.00
16	\$ 10.00	\$ 10.00	\$ 10.00	\$ 20.00
17	\$ 10.00	\$ 10.00	\$ 8.00	\$ 35.00
18	\$ 8.00	\$ 8.00	\$ 8.00	\$ 20.00
19	\$ 8.00	\$ 8.00	\$ 8.00	\$ 15.00
20	\$ 10.00	\$ 8.00	\$ 8.00	\$ 25.00
21	\$ 15.00	\$ 10.00	\$ 10.00	\$ 25.00
22	\$ 10.00	\$ 10.00	\$ 10.00	\$ 25.00
23	\$ 10.00	\$ 10.00	\$ 10.00	\$ 25.00
24	\$ 10.00	\$ 8.00	\$ 8.00	\$ 35.00
Total	\$ 1,472.00	\$ 1,312.00	\$ 1,690.00	\$2,125.00
	Cost Per Lawn Application	\$ 2,600.00	\$ 3,730.00	\$ 3,450.00



9001 State Line Rd., Ste. 200
Kansas City, MO 64114
[P] 816.361.0440
[F] 816.361.0045
LampRynearson.com

Memorandum

To: Donnie Scharff, Public Works Director **Date:** March 12, 2019
From: Dan McGhee, Lamp Rynearson
Re: Rocks – Ground Cover Alternatives

The Rocks site was hydromulched last summer and hydroseeded on September 27, 2018. This memorandum discusses the pros and cons of turf grass establishment and maintenance versus native plantings.

Parameter	Turf Grass (seeded)	Native Plantings (seeded)
Establishment	One season. Fall is ideal time for seeding.	Two to three years. Seeding occurs in summer.
Installation Cost	\$1,500 - \$2,000 / acre	50% increase over turf grass
Maintenance	Typically mowed biweekly	Mowed at least twice a year until year three or four
Appearance	Typical for residential and commercial developed areas	Can appear weedy, especially until flowering components mature in year three or four

All types of seeding can be difficult to establish on relatively steep slopes with initial installation. Some additional topsoil, compaction, erosion control mat and overseeding may be necessary on existing slopes, for either option. Maintaining existing turf grass on Rocks site is recommended, due to timeframe to establish native plantings and the interim aesthetics until they fully mature after several years of upkeep. Extending the window between routine mowing, as long as City Code would allow, may help limit the recurring costs at the Rocks site while keeping it aesthetically pleasing for potential development. If overseeding activities occur at site this spring, preemergent and broadleaf application should be delayed but applied before temperatures are in the 80's. Changing to native plantings would also require the removal of a \$6,500 investment in turf grass.

Item Number: New Business- IX.-D.
Committee 3/18/2019
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 3/13/2019
Submitted By: Donnie Scharff, Director of Public Works
Committee/Department: Public Works
Title: **Award 2019 CARS Construction Project**
Item Type: Agreement

Recommendation:

Staff recommends awarding the contract for the 2019 CARS- 50th Terr & Cedar St. Project to McConnell and Associates at a cost not to exceed \$182,256.

Details:

In 2018, staff worked with our engineers (Larkin) to complete the design of the City's 2019 50th Terr & Cedar St CARS project. This project will be comprised of curb and gutter replacement, full depth asphalt patch repair, storm inlet lids corrections, mill & overlay, pavement markings as well as the removal of the median located at 50th Terr/Cedar St. This project was put out to bid in early 2019.

The City received a total of 7 bids. McConnell & Associates was the low bidder, and is a qualified construction company. McConnell is the contractor that was awarded the construction and installation of the R Park tennis courts. Staff and the City Engineer view McConnell as qualified and reputable.

Financial Impact

Amount of Request: \$182,256	
Budgeted Item?	Budgeted Amount: \$230,000
Line Item Code/Description: 5459.270 - Special Street Fund	

Additional Information

Since this is a CARS funded project the cost share breakdown is provided below:

Total Cost of project - \$182,256

CARS Eligible - \$79,492

City Share - \$102,765

How does item relate to Strategic Plan?


The project supports the following Strategic Plan Initiative:

1.B Prioritize grant funding opportunities to improve the community and diversify finances.

How does item benefit Community for all Ages?

N/A

ATTACHMENTS:

Description	Type
 2019 CARS Bid Recommendation	Cover Memo

March 11, 2019

Ms. Kelley Bohon
City Clerk
City of Roeland Park, KS
4600 W 51st Street
Roeland Park, KS 66205

Re: 2019 CARS – 50th Terrace and Cedar Street

Dear Ms. Bohon:

Bids were received for the above referenced project on Wednesday, March 6, 2019.

A total of seven bids were received. The low bid was submitted by McConnell & Associates, in the amount of \$138,123.88. Reviewing their unit price breakdown and line item extensions, their total bid amount has been corrected to \$139,123.88. The engineers estimate for the bid was \$189,450.00. Attached is a completed bid tabulation.

The bids were very competitive with five of the seven bidders below the engineers estimate. We have found McConnell & Associates to be a qualified contractor, as they successfully completed the R Park tennis court restoration project for the City in 2018. After consultation with City Staff, we recommend that McConnell & Associates be awarded the contract.

If you have any questions, or need additional information, please contact me at 816-823-7239.

Sincerely,

LAMP RYNEARSON



Dan McGhee, P.E.
Senior Project Manager

CC: Project File
Email C: Donnie Scharff, Director of Public Works
Keith Moody, City Administrator

L:\Engineering\0318001.08 Roeland Park 2019 CARS\DOCUMENTS\ADVERTISING AND ADDENDUMS\2019 CARS Bid Recommendation Letter.docx

Bid Tabulation2019 CARS – 50th Terrace (Cedar St to Roe Blvd) and Cedar St (50th Terr to 51st St)Engineer's Estimate: \$ 189,450

Bidder	Bid Bond	Addendum 1	Total Bid
O'Donnell-King Construction	✓	✓	140,870.08
Little Joe's Asphalt Bonner Springs, KS	✓	✓	146,027.29
J.M. Fahy Const Co. Grandview, Mo	✓	✓	156,905.75
O'Donnell and Sons Const Overland Park, KS	✓	✓	194,121.50
McConnell & Associates Corp. MCK, Mo	✓	✓	138,123.88
McAnany Construction Shawnee, KS	✓	✓	171,836.15
Phillips Paving Co Inc. KC, Mo	✓	✓	245,974.24

Comments:

Bid opening date: March 6, 2019, 10:30 am

LAMP
RYNEARSON

9001 State Line Rd., Ste. 200

Kansas City, MO 64114

[P] 816.361.0440

[F] 816.361.0045

LampRynearson.com

Bid Tabulation

2019 CARS - 50th Terrace (Cedar St to Roe Blvd) and Cedar St (50th Terr to 51st St)

City of Roeland Park, Kansas

Wednesday, March 6, 2019

Project Title

Location

Date

Item No.	Item Description	Unit	Estimated Quantity	Engineer's Estimate		McConnell & Associates Corporation		O'Donnell-Way Construction		Little Joe's Asphalt		J.M. Fahey Construction Company		McAnany Construction		O'Donnell and Sons Construction		Phillips Paving Company Inc.	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Force Account (Set)	SET	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
2	Mobilization	L.S.	1	\$ 15,000.00	\$ 15,000.00	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00	\$ 4,129.36	\$ 4,129.36	\$ 5,000.00	\$ 5,000.00	\$ 6,500.00	\$ 6,500.00	\$ 13,200.00	\$ 13,200.00	\$ 10,000.00	\$ 10,000.00
3	Clearing, Grubbing, Demolition	L.S.	1	\$ 10,000.00	\$ 10,000.00	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ 8,167.79	\$ 8,167.79	\$ 2,500.00	\$ 2,500.00	\$ 8,000.00	\$ 8,000.00	\$ 4,375.00	\$ 4,375.00	\$ 7,500.00	\$ 7,500.00
4	Asphalt Mill (2") (Full Width)	S.Y.	3,012	\$ 3.00	\$ 9,036.00	\$ 2.88	\$ 8,674.56	\$ 2.00	\$ 6,024.00	\$ 2.86	\$ 8,614.32	\$ 3.00	\$ 9,036.00	\$ 4.00	\$ 12,048.00	\$ 2.75	\$ 8,283.00	\$ 4.31	\$ 12,981.72
5	Asphaltic Concrete Surface (2")	TON	365	\$ 90.00	\$ 32,850.00	\$ 80.00	\$ 29,200.00	\$ 74.22	\$ 27,090.30	\$ 70.10	\$ 25,586.50	\$ 75.00	\$ 27,375.00	\$ 75.00	\$ 27,375.00	\$ 80.00	\$ 29,200.00	\$ 222.51	\$ 81,216.15
6	Asphalt Base Repair	S.Y.	377	\$ 75.00	\$ 28,275.00	\$ 67.73	\$ 25,534.21	\$ 70.64	\$ 26,631.28	\$ 34.18	\$ 12,885.86	\$ 40.25	\$ 15,174.25	\$ 50.00	\$ 18,850.00	\$ 56.00	\$ 21,112.00	\$ 136.37	\$ 51,411.49
7	Modified Type I Street Repair	S.Y.	16	\$ 100.00	\$ 1,600.00	\$ 70.00	\$ 1,120.00	\$ 217.00	\$ 3,472.00	\$ 123.02	\$ 1,968.32	\$ 170.00	\$ 2,720.00	\$ 250.00	\$ 4,000.00	\$ 125.00	\$ 2,000.00	\$ -	\$ -
8	Curb and Gutter (Remove and Replace)	L.F.	146	\$ 30.00	\$ 4,380.00	\$ 50.00	\$ 7,300.00	\$ 42.00	\$ 6,132.00	\$ 51.33	\$ 7,494.18	\$ 75.00	\$ 10,950.00	\$ 65.00	\$ 9,490.00	\$ 67.50	\$ 9,855.00	\$ 51.75	\$ 7,555.50
9	Sidewalk (4") (Remove and Replace)	S.F.	2,061	\$ 8.00	\$ 16,488.00	\$ 7.00	\$ 14,427.00	\$ 6.82	\$ 14,056.02	\$ 10.39	\$ 21,413.79	\$ 10.75	\$ 22,155.75	\$ 7.75	\$ 15,972.75	\$ 10.50	\$ 21,640.50	\$ 10.92	\$ 22,506.12
10	Curb Inlet Tops (No Wall) (Remove and Replace)	Ea.	1	\$ 2,000.00	\$ 2,000.00	\$ 983.00	\$ 983.00	\$ 1,575.00	\$ 1,575.00	\$ 2,142.60	\$ 2,142.60	\$ 2,225.00	\$ 2,225.00	\$ 2,250.00	\$ 2,250.00	\$ 3,900.00	\$ 3,900.00	\$ 2,070.00	\$ 2,070.00
11	Curb Inlet Walls (With Walls) (Remove and Replace)	Ea.	2	\$ 5,000.00	\$ 10,000.00	\$ 3,233.00	\$ 6,466.00	\$ 3,675.00	\$ 7,350.00	\$ 2,626.00	\$ 5,252.00	\$ 3,600.00	\$ 7,200.00	\$ 6,000.00	\$ 12,000.00	\$ 9,500.00	\$ 19,000.00	\$ 2,645.00	\$ 5,290.00
12	Curb Inlet Throat Replacement	L.F.	24	\$ 60.00	\$ 1,440.00	\$ 50.00	\$ 1,200.00	\$ 52.50	\$ 1,260.00	\$ 74.50	\$ 1,788.00	\$ 115.00	\$ 2,760.00	\$ 90.00	\$ 2,160.00	\$ 85.00	\$ 2,040.00	\$ 69.00	\$ 1,656.00
13	Sidewalk Ramp with Detectable Warning (6")	S.F.	577	\$ 15.00	\$ 8,655.00	\$ 9.00	\$ 5,193.00	\$ 7.35	\$ 4,240.95	\$ 14.70	\$ 8,481.90	\$ 20.00	\$ 11,540.00	\$ 12.25	\$ 7,068.25	\$ 18.50	\$ 10,674.50	\$ 15.53	\$ 8,960.81
14	Detectable Warning Surface	S.F.	95	\$ 40.00	\$ 3,800.00	\$ 28.76	\$ 2,732.20	\$ 21.00	\$ 1,995.00	\$ 40.06	\$ 3,805.70	\$ 51.75	\$ 4,916.25	\$ 50.00	\$ 4,750.00	\$ 37.50	\$ 3,562.50	\$ 4.03	\$ 382.85
15	Sidewalk Curb	L.F.	46	\$ 25.00	\$ 1,150.00	\$ 45.00	\$ 2,070.00	\$ 15.75	\$ 724.50	\$ 32.74	\$ 1,506.04	\$ 60.75	\$ 2,794.50	\$ 13.75	\$ 632.50	\$ 65.50	\$ 3,013.00	\$ 28.75	\$ 1,322.50
16	Permanent Pavement Marking (4") (Yellow) (Thermoplastic)	L.F.	690	\$ 2.00	\$ 1,380.00	\$ 1.15	\$ 793.50	\$ 2.00	\$ 1,380.00	\$ 1.22	\$ 841.80	\$ 1.00	\$ 690.00	\$ 1.05	\$ 724.50	\$ 1.00	\$ 690.00	\$ 1.15	\$ 793.50
17	Permanent Pavement Marking (4") (White) (Thermoplastic)	L.F.	93	\$ 2.00	\$ 186.00	\$ 1.15	\$ 106.95	\$ 2.00	\$ 186.00	\$ 1.54	\$ 143.22	\$ 1.00	\$ 93.00	\$ 1.05	\$ 97.65	\$ 1.00	\$ 93.00	\$ 1.15	\$ 106.95
18	Permanent Pavement Marking (12") (Yellow) (Thermoplastic)	L.F.	54	\$ 10.00	\$ 540.00	\$ 6.33	\$ 341.82	\$ 15.00	\$ 810.00	\$ 6.74	\$ 363.96	\$ 5.50	\$ 297.00	\$ 9.25	\$ 499.50	\$ 5.50	\$ 297.00	\$ 10.35	\$ 558.90
19	Permanent Pavement Marking (12") (White) (Thermoplastic)	L.F.	24	\$ 10.00	\$ 240.00	\$ 6.33	\$ 151.92	\$ 15.00	\$ 360.00	\$ 7.58	\$ 181.92	\$ 5.50	\$ 132.00	\$ 9.25	\$ 222.00	\$ 5.50	\$ 132.00	\$ 10.35	\$ 248.40
20	Permanent Pavement Marking (24") (White) (Thermoplastic)	L.F.	124	\$ 20.00	\$ 2,480.00	\$ 9.78	\$ 1,212.72	\$ 21.00	\$ 2,604.00	\$ 9.46	\$ 1,173.04	\$ 8.50	\$ 1,054.00	\$ 16.50	\$ 2,046.00	\$ 8.50	\$ 1,054.00	\$ 18.40	\$ 2,281.60
21	Permanent Pavement Marking Symbol (Turn Arrow) (Thermoplastic)	Ea.	3	\$ 400.00	\$ 1,200.00	\$ 320.00	\$ 960.00	\$ 250.00	\$ 750.00	\$ 310.10	\$ 930.30	\$ 278.00	\$ 834.00	\$ 275.00	\$ 825.00	\$ 275.00	\$ 825.00	\$ 287.50	\$ 862.50
22	Permanent Pavement Marking Symbol (Share the Rd) (Thermoplastic)	Ea.	6	\$ 500.00	\$ 3,000.00	\$ 345.00	\$ 2,070.00	\$ 500.00	\$ 3,000.00	\$ 327.20	\$ 1,963.20	\$ 303.00	\$ 1,818.00	\$ 325.00	\$ 1,950.00	\$ 300.00	\$ 1,800.00	\$ 345.00	\$ 2,070.00
23	Permanent Signing (Share the Rd)	Ea.	6	\$ 600.00	\$ 3,600.00	\$ 290.00	\$ 1,740.00	\$ 300.00	\$ 1,800.00	\$ 274.10	\$ 1,644.60	\$ 253.00	\$ 1,518.00	\$ 375.00	\$ 2,250.00	\$ 250.00	\$ 1,500.00	\$ 402.50	\$ 2,415.00
24	Temporary Signing (CARS)	Ea.	2	\$ 800.00	\$ 1,600.00	\$ 1,050.00	\$ 2,100.00	\$ 1,200.00	\$ 2,400.00	\$ 988.00	\$ 1,976.00	\$ 909.00	\$ 1,818.00	\$ 675.00	\$ 1,350.00	\$ 900.00	\$ 1,800.00	\$ 747.50	\$ 1,495.00
25	Sodding	S.Y.	105	\$ 10.00	\$ 1,050.00	\$ 13.00	\$ 1,365.00	\$ 10.50	\$ 1,102.50	\$ 34.23	\$ 3,594.15	\$ 11.00	\$ 1,155.00	\$ 55.00	\$ 5,775.00	\$ 15.00	\$ 1,575.00	\$ -	\$ -
26	Traffic Control	L.S.	1	\$ 8,000.00	\$ 8,000.00	\$ 2,702.00	\$ 2,702.00	\$ 5,000.00	\$ 5,000.00	\$ 2,632.86	\$ 2,632.86	\$ 2,400.00	\$ 2,400.00	\$ 4,000.00	\$ 4,000.00	\$ 12,500.00	\$ 12,500.00	\$ 3,789.25	\$ 3,789.25
27	Erosion Control	L.S.	1	\$ 3,500.00	\$ 3,500.00	\$ 1,180.00	\$ 1,180.00	\$ 800.00	\$ 800.00	\$ 1,384.03	\$ 1,384.03	\$ 1,050.00	\$ 1,050.00	\$ 2,500.00	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00
28	Contractor Construction Staking	L.S.	1	\$ 3,000.00	\$ 3,000.00	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ 981.88	\$ 981.88	\$ 2,700.00	\$ 2,700.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 1,500.00	\$ 1,500.00
Total Construction Cost:				\$ 189,450.00		\$ 139,123.88 \$ 138,123.88 submitted math error		\$ 140,743.55 \$ 140,870.08 submitted math error roundoff		\$ 146,047.32 \$ 146,047.29 submitted math error		\$ 156,905.75		\$ 171,836.15		\$ 194,121.50		\$ 245,974.24	

McConnell & Associates - Subcontractor Breakdown

Item No.	Description	Subcontractor	Unit	Estimated Qty	Bid Unit Price	Bid Price
4	2" Mill Full Width	Midwest Milling	SY	3012	\$ 2.88	\$ 8,674.56
14	Detectable Warning Surface	Steve Burnett	SF	577	\$ 9.00	\$ 5,193.00
16	Perm Pavement Marking 4" Yellow Thermo	K&G Striping	LF	690	\$ 1.15	\$ 793.50
17	Perm Pavement Marking 4" White Thermo	K&G Striping	LF	93	\$ 1.15	\$ 106.95
18	Perm Pavement Marking 12" Yellow Thermo	K&G Striping	LF	54	\$ 6.33	\$ 341.82
19	Perm Pavement Marking 12" White Thermo	K&G Striping	LF	24	\$ 6.33	\$ 151.92
20	Perm Pavement Marking 24" White Thermo	K&G Striping	LF	124	\$ 9.78	\$ 1,212.72
21	Perm Pavement Marking Symbol Turn Arrow Thermo	K&G Striping	EA	3	\$ 320.00	\$ 960.00
22	Perm Pavement Marking Symbol Share the Road	K&G Striping	EA	6	\$ 345.00	\$ 2,070.00
23	Perm Signing Share the Road	K&G Striping	EA	6	\$ 290.00	\$ 1,740.00
24	Temp Signing CARS	K&G Striping	EA	2	\$ 1,050.00	\$ 2,100.00
26	Traffic Control	K&G Striping	LS	1	\$ 2,702.00	\$ 2,702.00
Total						\$ 26,046.47
Total Contract Amount						\$ 139,123.88
% of Total Contract Subbed						18.7%

Item Number: New Business- IX.-E.
Committee 3/18/2019
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 3/18/2019
Submitted By: Jennifer Jones-Lacy
Committee/Department: Admin
Title: **Selection of Firm to Administer Bid Process for Health Insurance**
Item Type: Discussion

Recommendation:

Discuss the possibility of going out to bid for health insurance for the 2019-20 plan year. Recommend using Bob Charlesworth with Charlesworth Consulting to lead the process.

Details:

The City is a member of the health insurance pool through Midwest Public Risk (MPR) and has been for a number of years. The City's health insurance renewal rates are largely based upon the health of the pool. Unfortunately, staff was recently alerted to the fact that health insurance premiums will increase significantly for the 2019-2020 plan year beginning July 1st. The experience of the pool has been very high for the last few years and MPR has used much of its reserves to balance out increases in premiums in prior years. Health insurance is currently provided by Cigna with dental and vision provided by Delta and VSP respectively.

Staff recommends hiring Bob Charlesworth with Charlesworth Consulting to manage the RFP process associated with soliciting bids, reviewing submittals and providing professional advice to staff and the governing body on this very complex and important issue. This is a process that is beyond the expertise of staff and requires significant man power to complete. Mr. Charlesworth is paid a fee for his services, he is not a broker and therefore his recommendation is not influenced by a financial connection to a provider. Mr. Charlesworth would be able to lend his professional insight on the decision on staying with MPR or switching to a new provider, there are unique issues to consider when leaving a pool and he understands the implications of those issues. His proposed base fee is \$2,970. With additional meetings that may be needed outside of the base fee, we feel \$5,000 which is within the City Administrator's \$7,500 spending authority, is a conservative estimate of what we could spend for this process.

If the City does decide to leave MPR they require 90 days written notice of our intent to leave the pool. Staff has emailed the pool administrator with MPR to notify them of our intent to go to bid, which satisfies the notification requirement but does not obligate us to leave if we find it is not in our best interest to do so. A decision must be made no later than the Council meeting in May in order to provide sufficient time to complete the change prior to 7/1.

The actual increase in health insurance rates are not fully known. However, we do know that increases will be significant. Assuming the same share of benefits cost between employees and the City, if rates increase by 22%, we can expect the City to be over budget by \$10,600 or 3% for FY 2019. In 2020, we would expect the City's expense to be approximately 47% higher than what we paid in 2018. The reason for the drastic increase is due to the splitting of plan years. In 2020, we would anticipate the 22% increase that would take effect in July 2019 plus an additional 7% on top of that for changes that would take effect July 2020. For the average employee on our Choice family plan, this would mean 22% increase in rates from 2018 - 2020.

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
 Agreement with Charlesworth Consulting	Exhibit

BENEFIT CONSULTING MEMORANDUM OF UNDERSTANDING

THIS Memorandum of Understanding is made this _____ day of _____, 2019, by and between CITY ROELAND PARK, KANSAS (CITY) and CHARLESWORTH CONSULTING, L.C. (CHARLESWORTH) – a wholly owned subsidiary of Holmes Murphy, LC.

WHEREAS, the CITY desires to engage the services of CHARLESWORTH for Benefit Consulting Services on a project basis.

NOW, THEREFORE, the parties agree as follows:

Services to be Performed. CITY hereby engages CHARLESWORTH to provide Benefit Consulting as per the following Objective.

SCOPE OF INVOLVEMENT

Charlesworth Consulting, L.C.'s involvement will be directed toward marketing the Group Health Benefits (including Prescription Drugs), Dental and Vision as per the current plan(s). The first step would be to conduct a thorough review and evaluation of the current benefit plans and contractual obligations of the City with their current provider. This allows Charlesworth to probe the benefit & funding philosophy of the City prior to proceeding to the next step of marketing the benefit programs that are designed to provide optional opportunities for the City to evaluate.

GROUP BENEFITS REVIEW

SCOPE OF SERVICES – Plan Analysis

- A) Identify the City's objectives and philosophy regarding desired benefit levels, deductible application and loss funding strategies, including indemnity and PPO type programs as well discussing Health Savings Accounts, Health Reimbursement Accounts etc.
- B) Confirm the current funding arrangement as well as any contractual obligations made by the City regarding current plan participation as well as plan termination. Discuss available claims experience indications and termination provisions.
- C) Evaluate the City's policy regarding premium contribution levels by both the City and their employees, including if such contributions are tied to health risk assessment participation, employee's annual pay, tobacco usage, outcomes based parameters, etc.
- D) Analyze the current plan including coverage, conditions, cost, funding, administration, service, insurer stability, provider networks, designated clinic steerage and other pertinent data.

- E) Obtain from the City the group census for the plan to identify employee makeup which can impact the proposals received.
- F) Discuss with City management regarding plan designs and funding alternatives in order to have a strategic plan and objectives specific to the City and their long-term funding options available.
- G) Evaluate possible plan provider alternatives/service configurations, with discussions about Midwest Public Risk, Aetna, BlueKC, Humana and United Health Care on the group health benefit program. Discuss direct contracting on Dental and Vision with incumbent providers or perhaps remaining with MPR on these two lines of coverage on a group purchasing platform.

SCOPE OF SERVICES – RFP Development & Plan Implementation

- A) Proposal requests will be developed and coordinated with the small group contacts with the insurers discussed above. The information will outline specific options available for health care benefits, as determined through discussion with City personnel.
- B) All insurer/administrator communication would be with Charlesworth, including additional information inquiries from the various carriers. Charlesworth will coordinate any responses and information through the City's designated contact. Insurer contact with the City during the process is grounds for dismissal of their proposal (other than normal routine services necessary with the incumbent).
- C) Proposals will be coordinated and handled by Charlesworth. Target date for receipt of proposals will be strictly enforced to assure fairness to all participants. Late proposals are not accepted. The insurer/administrator must provide their best product and rate the first time, yet allowing for City negotiations with the recommended service provider, if necessary.
- D) Upon receipt of the proposals, a "Spreadsheet" will be prepared comparing the coverage, conditions, contingencies and cost (funding options) of each program presented. Responses will contain numerous topics about transition, billing, care/case management, network disruption, etc. so the City will have a common format from which to evaluate and compare the differences from the proposing firms beyond cost.
- E) Follow-up with carriers/respondents regarding any pending questions or clarifications on their proposals (quoted pricing made by the insurer/provider is not part of the discussion).
- F) Great care and discussion will be held on possible 2-year or 2nd year not-to-exceed funding numbers as to prevent "buy-in"/"Immature" first year funding.

- G) Should an interview process need to be established with top rated vendors as per the selection criteria and response requirements outlined in the RFP, Charlesworth would be willing to facilitate the meetings and assist in the overall evaluation of responses. This service is priced separately for the City's consideration with the City determining if such interviews are necessary.
- H) Charlesworth is able to assist the City in preparing a recommendation based on the City's criteria regarding placement. The City that will make the final decision for plan placement. Should Charlesworth be needed for a City Council meeting, this service is priced separately, allowing the City to have full control over the process and costs.

Charlesworth, as part of their proposed service, will review the final insurance agreement between the selected insurer/ administrator and City based on the plan and negotiations between the City and the plan provider. Charlesworth offers a risk management opinion only, not legal.

TIMELINE FOR THE PROJECT

This process is time sensitive and would begin immediately upon direction from the City. What Charlesworth prefers is a "final decision date" and work any necessary meetings or receipt of proposals back from there. It is believed that proposals, once a census is finalized, can be received within 2 weeks.

ON SITE INVOLVEMENT

There will be up to two (2) meetings included in the pricing that will be included within this Scope of Service between the City and Charlesworth.

- The first meeting will be to meet initially regarding the current program, options to consider, insurers to approach, data necessary for the RFP, etc.
- The second meeting is to discuss the spreadsheet information subsequent to marketing the benefit program.

Additional meetings that require a separate trip and held at the request of the City, will be billed a separate charge as outlined in the COST section of this understanding. This could include any insurer/administrator interviews, health committee meetings or City Council meetings.

CONSULTING FEE

The **TOTAL** fee for the services outlined herein is payable as per the following exhibit, which includes the two (2) meetings outlined above. There will be NO additional charges for travel, postage, printing, clerical or any other miscellaneous expenses. The only exception to this would be any charges made for any additional meetings requested by the City.

Upon completion of the Spread Sheet Presentation and a decision by the City Council:
\$2,970.00

ADDITIONAL MEETINGS/SERVICES: Any additional meetings or services not outlined herein, either with management or employee groups, will be billed at our customary hourly charge of **\$165.00** per consultant (travel time billed at ½ the hourly rate).

In order for the City to have control over some of the cost for possible additional meetings, the Maximum Not-To- Exceed priced for the two possible meetings that would be at the direction of the City would be as follows:

- Insurer Interviews – Maximum not to exceed **\$825.00**
- Council Meeting – Maximum not to exceed **\$300.00**

PERSONNEL

Bob Charlesworth, CPCU, ARM, ALCM, AIS, has served as a consultant with the firm since 1984, with special training in loss control, risk financing alternatives and evaluations of all facets of public entity risk management. Bob also specializes in group health benefits for both private and public entity clients. Based on current workload and initial workings with the City, Bob will be the designated contact for all proposed services outlined herein, with internal assistance from Kevin Casey as necessary.

GENERAL

1. Independent Contractor. In performing the services under this Agreement, CHARLESWORTH shall be acting as an independent contractor, and not as employees or agents of the CITY.

2. Insurance. During the term of this agreement, CHARLESWORTH shall maintain general liability, non-owned auto liability and professional errors and admissions coverage with limits of at least \$1,000,000 per claim and aggregate. CHARLESWORTH shall also maintain workers compensation coverage to cover the employees of CHARLESWORTH in the course of performing duties under this agreement. Upon request of the CITY, CHARLESWORTH shall provide a certificate of insurance with respect to the foregoing insurance.

3. Modification/Termination. Either party may terminate this agreement upon written notice to the other party at least 30 days in advance of termination. Any fees due will be negotiated for services rendered. Services are complete after the decision is made by the CITY or CHARLESWORTH to terminate the agreement. A written request can be made to modify the agreement by either party at any time, providing at least thirty (30) days notice on which to arrive at an agreement.

4. Confidentiality. Information obtained by CHARLESWORTH concerning the CITY comments, operations, its members, and records shall be deemed confidential information and shall not be disseminated or reproduced by CHARLESWORTH except as necessary to perform the terms of this contract. This provision for confidentiality does not extend to information or materials that are deemed public records. This provision shall survive the termination of the agreement.

5. Objectivity. To insure objectivity, as well as professional competency, CHARLESWORTH shall act solely in an advisory capacity; NO INSURANCE IS TO BE SOLD during this project. CHARLESWORTH is not to participate in commissions from any insurance company, agent or broker, nor accept income from anyone other than the CITY in regard to the consulting services provided CITY as outlined herein for this project. Should any insurance product be implemented outside of the incumbent MPR program, compensation is to be negotiated between the CITY and Holmes Murphy & Associates, which will be fully disclosed by CHARLESWORTH during this process since small group insurance products are not provided “net” of already built-in commissions to assist clients with new plan implementation, education and enrollment services provided by a broker of record.

6. Intellectual Property. All specifications and/or proposal formats are the intellectual property of CHARLESWORTH and not for further use by the CITY void of written approval by CHARLESWORTH.

7. Associated Taxes. CHARLESWORTH agrees to be responsible for all taxes associated with payments pursuant to this contract. CHARLESWORTH, as an independent contractor, acknowledges that they are not eligible for medical or dental insurance or any benefits normally accorded to an employee. CHARLESWORTH is responsible for any medical care needed in relationship to injuries sustained while performing this contract and agrees to hold CITY or any principal of CITY harmless from any liability related to injuries sustained while in performance of this contract.

8. Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties have executed this Agreement.



Date: 03/15/2019

Bob Charlesworth, Vice President
CHARLESWORTH CONSULTING, L.C.

Date: _____

Name: _____
CITY OF ROELAND PARK, KANSAS

Item Number: New Business- IX.-F.
Committee 3/18/2019
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 3/18/2019
Submitted By: Jennifer Jones-Lacy
Committee/Department: Finance
Title: **Property Tax Rebate Committee**
Item Type: Other

Recommendation:

To appoint the following members to the Property Tax Rebate Program committee:

- **Jan Faidley and Jim Kelly from City Council**
- **Corey Gregory, Vice President with US Bank Treasury Management**
- **Matt Heitmann, resident and financial advisor with Edward Jones**
- **Judy Orth, resident and chair of the Roeland Park Community Foundation Board.**

Details:

The Property Tax Rebate program was approved as a budget objective for 2019 and provides \$15,000 to rebate the City's portion of taxes to individuals who meet certain income guidelines. The City uses US Department of Housing and Urban Development standards for "very low income" or 50% of the median family income for the Kansas City metro area. The committee will be responsible for selecting recipients of funds and how to distribute those funds. The deadline to apply for the program is May 17th. The application and program information are attached. The format, criteria and process reflected is based upon Mission's rebate program with the exception of including a committee to select recipients. The Committee will be responsible for establishing guidelines for selection in the event that we receive more applications than funding allows. Potential solutions to this issue include providing a pro-rata reduction to rebates to ensure all completed applicants receive a benefit, and prioritizing those with disabilities and/or older adults.

Financial Impact

Amount of Request: N/A	
Budgeted Item?	Budgeted Amount: \$15,000

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
 Property Tax Rebate Program Information	Exhibit

2019 Property Tax Assistance Program

The Property Tax Assistance Program helps alleviate the tax burden on income-qualified Roeland Park residents by returning a portion of collected property taxes each year. This is a new program in 2019 and funded at \$15,000 from the General Fund. Qualified homeowners are eligible for a 100% rebate of Roeland Park property tax excluding special assessments. Refunds are issued per household on owner-occupied homes only.

Applications are due at City Hall by May 17, 2019 at 5 pm. Staff and a committee appointed by the City Council will review all applications *after* this time. Rebates will be distributed as funds allow and all applicant checks will be mailed out *after* June 17th, 2019.

Eligibility

In order to qualify for the Community Rebate Program:

- You must be a *current* resident of Roeland Park, Kansas.
- You must be *current* on payment of your property taxes and special assessments.
- You must meet the following income requirements:

Income Requirements for Assistance Programs

Household Size	Maximum Total Household Income NOT Adjusted Gross Income
1	\$ 28,000
2	\$ 32,000
3	\$ 36,000
4	\$ 40,000
5	\$ 43,200
6	\$ 46,400
7	\$ 49,600
8+	\$ 52,800

Application Instructions

To apply for the program, submit the following to Neighborhood Services in person, by mail, email, or fax:

- Completely fill out and sign the following application page.
- Submit proof of the most recent annual income for all household members, such as a tax return and/or Social Security statement. **See attachment for the types of income that *must* be reported.**

**Questions? Contact Neighborhood Services:
Roeland Park City Hall, 4600 W. 51st St Roeland Park, KS
66205 (TEL) 913-722-2600, (FAX) 913-722-3713**

2019 Property Tax Assistance Program

APPLICATION SHEET

Payments made to: _____
Full Name

Address _____ Phone _____

Email: _____

Date of Birth: _____ Do you have a physical disability? ____yes ____no

If yes, do you have a disabled parking placard or license plate issued by the state of Kansas?
____yes ____no.

_____ :Total Number of People in the Household

Income Sources During Claim Period	Amount of Income Received
Total Household Income:	

Will you be filing an Income Tax Return?(Please circle one) YES NO

I, the undersigned do hereby certify the above statements as to residence, income, and amount claimed are true and correct to the best of my knowledge and belief.

Signature of Applicant Date

OFFICE USE ONLY - Amount of refund received:

Property Tax:

Questions? Contact Neighborhood Services:
Roeland Park City Hall, 4600 W. 51st St Roeland Park, KS
66205 (TEL) 913-722-2600, (FAX) 913-722-3713

2019 Property Tax Assistance Program

Types of Income to report

- Earnings (wages, salaries, and self employment income)
- Interest, dividends and other net income
- Rents, royalties, estate, and trust income
- Retirement pensions and annuities
- Survivor pensions and annuities
- Disability pensions and annuities
- Realized capital gains (losses)
- Alimony, child support payments
- Public assistance
- Supplemental Security Income (SSI)
- Unemployment, workers compensation, severance pay
- Veterans payments

**Questions? Contact Neighborhood Services:
Roeland Park City Hall, 4600 W. 51st St Roeland Park, KS
66205 (TEL) 913-722-2600, (FAX) 913-722-3713**

Item Number: Reports of City Officials:- XI.-A.
Committee 3/18/2019
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 3/18/2019
Submitted By: Jennifer Jones-Lacy
Committee/Department:
Title: **2018 Annual Report**
Item Type: Report

Recommendation:

Informational, no action anticipated.

Details:

The attached Annual Report provides a summary of the City's accomplishments in a single document. Many of the performance measures presented by the Police Chief and Public Works Director are included in the report along with the Goals and Objectives progress report. We continue to refine the document and add insights with each iteration. The Annual Report focuses more on accomplishments since the City's Comprehensive Annual Financial Report focuses on the financial performance and condition of the City.

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?

The Annual Report supports Strategic Initiative(s):

4.A. Increase effective communication as an essential element in the quest to increase community involvement.

How does item benefit Community for all Ages?

N/A

ATTACHMENTS:

Description

Type

2018 Annual Report

Exhibit

The City of Roeland Park



Annual Report 2018



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Strategic Plan Status Report.....	Attachment 2

A letter from the City Administrator, Keith Moody:

March 18, 2019

Dear Roeland Park Residents, Neighbors, Customers, Businesses, and Friends,

2018 has been a year of change. A new logo, new Mayor and four new Council members to start 2018 was a huge part of that change. We also welcome six new staff members during the year. The new elected officials employed their vision during the 2019 Budget process developing 27 Objectives. Direction established in 2018 to operate the pool as a summer only facility along with working toward completion of 25 Objectives throughout 2018 also contributed to a year of change.

Completing citizen satisfaction surveys, developing and reporting on key performance indicators, developing and adopting broad goals and strategic annual objectives have all contributed to a focus on what is important to our residents and how best to deliver our public services. Measuring service quality through citizen satisfaction as well as measuring efficiency and productivity through key performance indicators that are benchmarked regionally and nationally has brought Roeland Park into the realm of performance analytics, decisions are made based upon relevant data and outcomes are compared after taking action to determine if the strategy employed is yielding desired results. Another term which accurately describes this approach is "managing return on investment". I look forward to sharing our results as we progress through 2019.

The changes and firsts for 2018 are highlighted in the subsequent sections of the Annual Report, we hope you find the report insightful and entertaining. I would also encourage you to look at what's in store with a review of our [Capital Improvement Plan](#) and our [Objectives for 2019](#).

Sincerely,

Keith Moody
City Administrator
City of Roeland Park



**4600 West Fifty-First Street
Roeland Park, Kansas 66205**

City Hall (913) 722-2600

Fax (913) 722-3713

www.roelandpark.org

Facebook: [www.facebook.com/CityofRoeland-ParkKS](https://www.facebook.com/CityofRoelandParkKS)

Twitter: www.twitter.com/RoelandParkKS



City Accomplishments and Updates 2018

Leaf Collection Program Change

In an effort to address service delivery concerns and challenges associated with the method used to collect leaves, the Public Works staff undertook an extensive investigation into how other communities deliver this unique service. With insight gathered through social media and citizen surveys, a complete overhaul to the leaf program occurred. With a collection period twice as long, leaf piles kept out of the streets and a single operator of the vacuum truck the overhaul provided a safer, less weather sensitive, more environmentally conscious service delivery at the same cost as the prior method of service delivery.



Council Goals and Objectives

Council Goals and annual Objectives were developed as part of the 2018 Budget process, with the intention of yielding focused and strategic budget planning. The 2018 Budget process was informative, engaging and turmoil-free, providing for balanced budgets while reducing the mill by 2.5. More detail is available on page 36 of this report.

Roe Boulevard 2020 Project

The planned overhaul of Roe Boulevard has moved to preliminary design. Final design will take place in 2019, with easement acquisition and utility relocation also occurring in 2019.



Building Better Neighborhoods

CDBG Grants Secured

Two census blocks in Roeland Park were identified as Community Development Block Grant eligible. These two areas contain significant city facilities (R Park, Community Center, Aquatic Center, streets, sidewalks, storm sewers, Nall Park). Grants could amount to \$1 million in project funding per year that would otherwise be paid for with local resources. A project resurfacing and adding sidewalk to Birch Street in 2018 was awarded \$100,000 of CDBG funding. A project resurfacing El Monte in 2019 has also been awarded \$135,000 in CDBG funds.

Relocation of Public Works

Plans for relocating the Public Works Department continue in anticipation of the redevelopment of the old pool site. Options both within and outside of the city limits are being considered.

**Value Added Steps Completed on City Owned Land Developments**

Highest and best use assessments were completed on the two undeveloped properties owned by the City along Roe Boulevard. Marketing of the properties is underway along with zoning, platting and site plan development. The old caves site (The Rocks) has been regraded with utility extensions and a regional storm water detention facility improvements now in place. A request for the City of Mission to de-annex the old right of way acquired from KDOT would result in a simpler less expensive site to develop at the NE corner of Johnson Drive and Roe (Northeast RJ), making this site more valuable and marketable.



Interlocal Agreements

The City entered into an interlocal agreement with Mission to provide animal control services starting in 2019. The arrangement is anticipated to enhance the service our residents receive while reducing costs by \$8,000 during the first year.

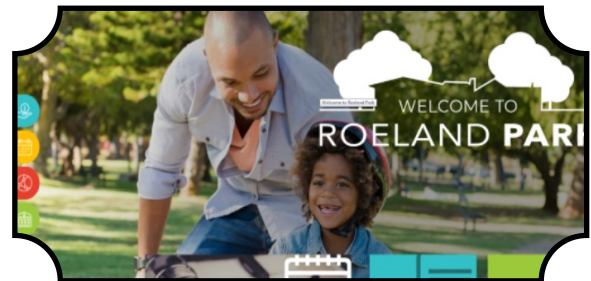
Engaging the Public in Decisions

A 6 month public engagement process lead by consultants (Water's Edge) was the catalyst for Council establishing a summer only operation of the pool as we plan for its future. The outreach extended to individuals and groups, existing and potential users to help identify the opportunities and disadvantages of the current facility. Determining the facility enhancements which are priorities for summer only users is the next step in 2019.



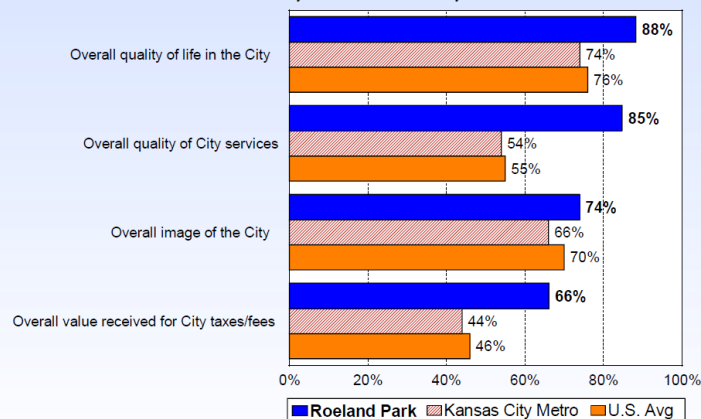
Branding Campaign

Implementation of the Branding Campaign continued in 2018 with implementation of the new City logo on buildings, vehicles, wayfinding signs, flags, redesigned newsletter, a new city website and business forums. Celebrating what makes Roeland Park unique such as the leaf pick up service and promoting our community roots by sharing T shirts which express the love we have for Roeland Park is one of the branding efforts engaged in during 2018.



Satisfaction with Issues that Influence Perceptions of the City: City of Roeland Park vs. Kansas City Metro vs. U.S

by percentage of respondents who rated the item 4 or 5 on a 5-point scale where 5 was "very satisfied" and 1 was "very dissatisfied"



Source: ETC Institute (2016)

National Benchmarking Data - All Communities

Citizen Survey

A statistically valid citizen satisfaction survey will be completed again in 2019, allowing us to identify the impact our Objectives have had in 2018.

Performance Indicators

Each City department began developing and enhancing their method of reporting Key Performance Indicators so that we are able to clearly communicate to residents how effective and efficient we deliver service. This also provides staff and the elected official's insight to areas where we need to focus on improving. This helps us to be strategic in what we change, and how we change it. Roeland Park is participating in a regional initiative so that the performance measures we employ can be benchmarked to the performance of other communities in our region. This makes the information more insightful to our residents and business owners.

Land Use Clarified

With the assistance of the Roe Manor Heights neighbors, the City was able to clear up land use for properties along the north side of Johnson Drive which has persisted since the 1950's. A series of amendments to the covenants recorded with the Roe Manor Heights plat were voted on by the property owners clarifying that the lots along Johnson Drive would be subject to the City's zoning regulations and also eliminating discriminatory language contained in the covenants. The balance of the covenants were preserved. The cooperative effort puts in place a process that can be followed in the future should other home owner association's wish to eliminate discriminatory language from their covenants.

Changes to the City Code

Ordinance no. 968 allows for the administrative approval of solar panels for standard installations on residential properties when they are installed on the roof. The City Council would still need to approve other installations.

Ordinance no. 974 modifies what is allowed to be parked in residential districts and time frames for such parking. Specifically it allows:

- Boats/RVs to be parked in driveways for a maximum of two 48 hour occurrences per 30 days. The previous code allowed for these items to be parked in the driveway for 72 hours consecutively with no restrictions on how frequently this occurred.
- On-street parking of no more than two hours for RVs, unattached or attached trailers or watercraft on-street between midnight and 6 a.m. The goal is to prevent these items from being parked for several days on a city street.
- Special permits for visitors who park RVs in a resident's driveway no more than twice per year to accommodate guests.

R Park Tennis Court Replacement

The City cut the ribbon for two new tennis courts in R Park complete with pickleball lines in June 2018. The City received \$20,000 from the United States Tennis Association (USTA) and \$12,000 from the Missouri Valley Tennis Association to help fund the new courts.





The Roeland Park Community Center

In 2018 Johnson County Park and Recreation District staff planned and offered more than two hundred programs and events at the Roeland Park Community Center. Holiday themed events for children, families and the 50 Plus population continue to grow each year and are celebrated with games, music and food! These include celebrations for Valentine's Day, Mardi Gras, Mother's Day, Flag Day, Halloween, and New Year's Eve.

The recreation programming staff continually look to growing trends when offering new classes. Successes include kids' cake decorating courses and LEGO® themed camps for little engineers. Adult programming also saw an increase in 2018 with special interest classes that included sewing and cooking courses, as well as new dance classes that have brought vibrant energy to the community center. The Johnson County Park and Recreation District's 50 Plus Department began a new partnership with Osher Lifelong Learning Institute last year. The first Osher course to run at Roeland Park was titled "The Cradle of Basketball", which focused on KU and James Naismith's contributions to the sport.

Another exciting development in programming came with the completion of the newly constructed tennis courts in R Park. With the help of city staff and a grant from USTA's Heart of America chapter youth tennis programming was established on these courts immediately following their completion. The community's support of these programs was immediately felt as class enrollment soon exceeded expectations for these brand new offerings.

For the first time in many years the holiday lighting ceremony was held at the community center. The turnout was tremendous and event attendees enjoyed featured performances from the Kansas City Bronze Bell Choir, the choirs from St. Agnes and Roesland elementary schools, and a visit from the head elf himself – Santa!



Through collaboration with outside organizations, other important offerings were made possible at the community center in 2018. For instance, the building served as a polling location twice for the Johnson County Election Office, AARP taught safe driving courses, Kansas Legal Services offered free legal advice and a local podiatrist met with and served clients. Each of these partnerships fulfilled important needs for community center patrons. Last but certainly not least, staff celebrated a successful seventh summer season with the Harvesters Kids Café program. During operations more than seven hundred meals were distributed to youth in the community – amazing!

Staff assisted more than twelve thousand patrons by taking course registrations and fitness room memberships, reserving rental space for public events, and connecting patrons with community resources. Public room rentals proved to be popular again in 2018 with 427 events being held at the center. It's thrilling to play host to so many baby and bridal showers, weddings, retirement parties, birthday parties, cultural gatherings, and other events. The fitness room saw an average of roughly 160 members per month, many of whom have formed bonds with one another. Small groups of these members routinely take up residence in the lobby for coffee and conversation following their workouts – a good reminder to us all that social connections are an important aspect of greater wellness goals.

The Child Development Center continues to prep the centers youngest patrons for a bright future. The program focuses on self-awareness, large and small motor development, and pre-academic skills. Participants experience field trips and a few special visitors throughout the year. The classroom is equipped with a variety of learning centers where children are encouraged to explore and understand their environment. This center is a true hidden gem within our community.

The desire to bring exceptional service, an inviting atmosphere, and fresh ideas is always a guiding principal of the work done at the community center. Because of this, many upgrades and useful additions were made to the center in 2018. These upgrades included new landscaping in the raised beds at the front of the center, sod for the front yard, the addition of a changing facility in the fitness room, new sink fixtures in the kitchen, repair of the electrical panel near the gazebo and upgrading the multi-purpose room sound system - a much appreciated perk for renters!

Through these offerings and more, staff have enjoyed building relationships with the individuals and families that visit the center. The residents of Roeland Park help to make this the active, thriving building so many love. It was a great year for the community center and staff look forward to continuing to meet and exceed the wants, needs, and desires of the community in 2019!



Community Center 2018			
	Number of Classes	Number of Participants	Number of Participations
Roeland Park Programs and Classes	217	3,145	8,200
Program/Event Spectators			700
		Number of Days	Number of Participations
Kids Café - Summer Meals		22	719
Volunteers			245
Customer Interactions			11,913
Room Reservations		Number of Rentals	Number of Guests
Rentals Occurring in 2018		427	16,207
Fitness Room		Average Members per Month	Total Visits
		158	9,870

Data Provided by: Johnson County Park and Recreation District





The Roeland Park Aquatic Center

The Roeland Park Aquatic Center is a cooperative venture between the City and Johnson County Park and Recreation District (JCPRD). JCPRD manages and operates the facility sharing the expense of the facility equally with the City for the past 20 years. The Aquatic Center offers a myriad of programs and activities, such as swim lesson programs for patrons six months through adult, lifeguard training, and water exercise programs for patrons 50 plus. The facility is also used to train the Kansas City Blazers, the Masters swim group, the Stingrays summer youth league swim team, and the Kansas City Water Polo Team. Additionally, other groups rent pool space for their programs, such as youth group activities, birthday parties, scouting activities, etc.

Year in Review:

In 2018 the City completed a six month long citizen and user focused analysis of the aquatics facility. Water's Edge, an aquatics specialist in the area of design and analysis lead this process in concert with the Pool Advisory Committee. Five operating models were included in the analysis from a permanent structure built for year round operation to a standard summer only operating approach. City Council took formal action establishing a clear path forward for the pool as a summer only operation in keeping with the recommendation of Water's Edge and the Pool Advisory Committee. In 2019 the City Council will focus on what facility enhancements will be added now that limitations attributed to installing and removing the dome are no longer a factor.

The Aquatic Center saw many renovations and repairs during the past year including:

- Replacement of area lighting
- New roofs for the pool house and pump house
- Repainting and repairing concrete at the vortex pool
- Replacing the furnace for the pool house and completing ventilation improvements for the locker rooms
- Replacement of uneven and broken deck panels
- Replacement of the pool drain valve
- Refurbishing the diving boards
- Relocating chemical storage to an open air facility which will reduce corrosion inside of the pump house
- Convert to liquid chlorine treatment which will reduce operating costs
- Replace corroded and inoperable valves, meters and piping in the pump house as well as replace one of two main pumps
- Repaired water leaks in circulation piping for amenity features

In total \$150,000 was invested in improvements at the facility with additional improvements being completed prior to the start of the 2019 season, including:

- Refurbishing the bulkhead
- Repairing a leak in the line that feeds the spray features in the zero depth area

Caulking all expansion joints in the pool deck
Repairing stairs and replacing inoperable lights in the pump house
A new lift assist chair

The Aquatics Center experienced cost recovery of 35% of operating costs (personnel, supplies and contractual services, exclusive of capital investment) in 2018 with 14,280 visits. More details concerning 2018 performance is available in the Water's Edge Analysis on the City's website: <https://www.roelandpark.org/>.



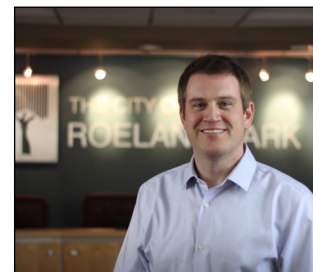
Neighborhood Services

Neighborhood Services consists of Code Enforcement and Building Inspection Services. Two staff members work to help keep Roeland Park healthy and attractive and ensure buildings and construction are safe for those living and working in Roeland Park.

Mission: To support residents, businesses and visitors of Roeland Park with a safe, clean and appealing community in which to live, work and visit through the fair and equitable application of building and property maintenance guidelines.

2018 Code Enforcement Letters: The City's Code Enforcement strives to be courteous to all residents. Keeping this in mind, staff do everything possible to reach out to the resident with a potential code violation before issuing an official warning. Staff will make phone calls when possible and also issue "door hangers" to let the resident know they may have a violation. In 2018 code enforcement completed 453 property maintenance inspections and 192 exterior rental inspections.

Additional Assistance: Sometimes the property owners need additional assistance handling their code enforcement issues. Whether it's due to ability or income, Neighborhood Services works to connect those in need with resources available through Johnson County Human Services, Habitat for Humanity, MARC, or non-profit organizations such as Catholic Charities.



Wade Holtkamp, Code Enforcement Officer



John Jacobson, Building Official

Building Permits: The majority of building permitting in Roeland Park includes tenant finishes primarily to residential properties. These improvements include building additions, HVAC replacements, remodels, roof, patio, deck installations, etc. Improvements provide an indicator as to the economic health and reinvestment in the community. The chart below illustrates the number and value of building permits through year-end comparing the current and prior years. The number of permits issued in 2018 is average for the past seven years. Looking at the value of improvements, 2018 reflects a slightly above average valuation when you remove 2017, which was an outlier due to the construction of two commercial build-

ings and several single family homes. Other than in 2017, permits have remained relatively constant over time. The City hopes to see additional development in 2019 for the Northeast corner of Johnson & Roe and the Rocks development where the old City pool was located.

Building Permits through Year End 2018



Public Works

The mission of the Roeland Park Public Works Department is to effectively maintain, develop, and enhance public infrastructure and facilities. We provide services to the public to achieve a common economic, environmental, and community purpose. The Public Works Department strives for excellence while maintaining the spirit of our department values, preserving our city for future generations.

Values

Integrity – We strive to maintain moral principles of honesty, respect, and trust.

Dedication – Completely and wholeheartedly devoted to our mission, our service, and each other.

Customer Service – Listen and respond to all of our stakeholders in a timely and professional manner.

High Expectations – Maintain and deliver quality service in all of our efforts.

Adaptability – No matter the conditions, we will adjust to get the job done.

Public Works operates and manages:

- * City Parks and Greenspace Maintenance
- * Street Maintenance
- * Stormwater Maintenance (street sweeping, etc)
- * Traffic and Streetlight Maintenance
- * Building Maintenance
- * Capital Improvement Project Management
- * Right-of-Way Management
- * Snow and Ice Management
- * Leaf Collection
- * Forestry and Tree Maintenance
- * Fleet Management
- * Asset Management and GIS Mapping
- * On-Call Engineering
- * Emergency Response



Jose Leon, Director through November 2018



Donnie Scharff, Director, appointed December 2018

Equipment Operators



Kyle Keeney



Frankie Reeves



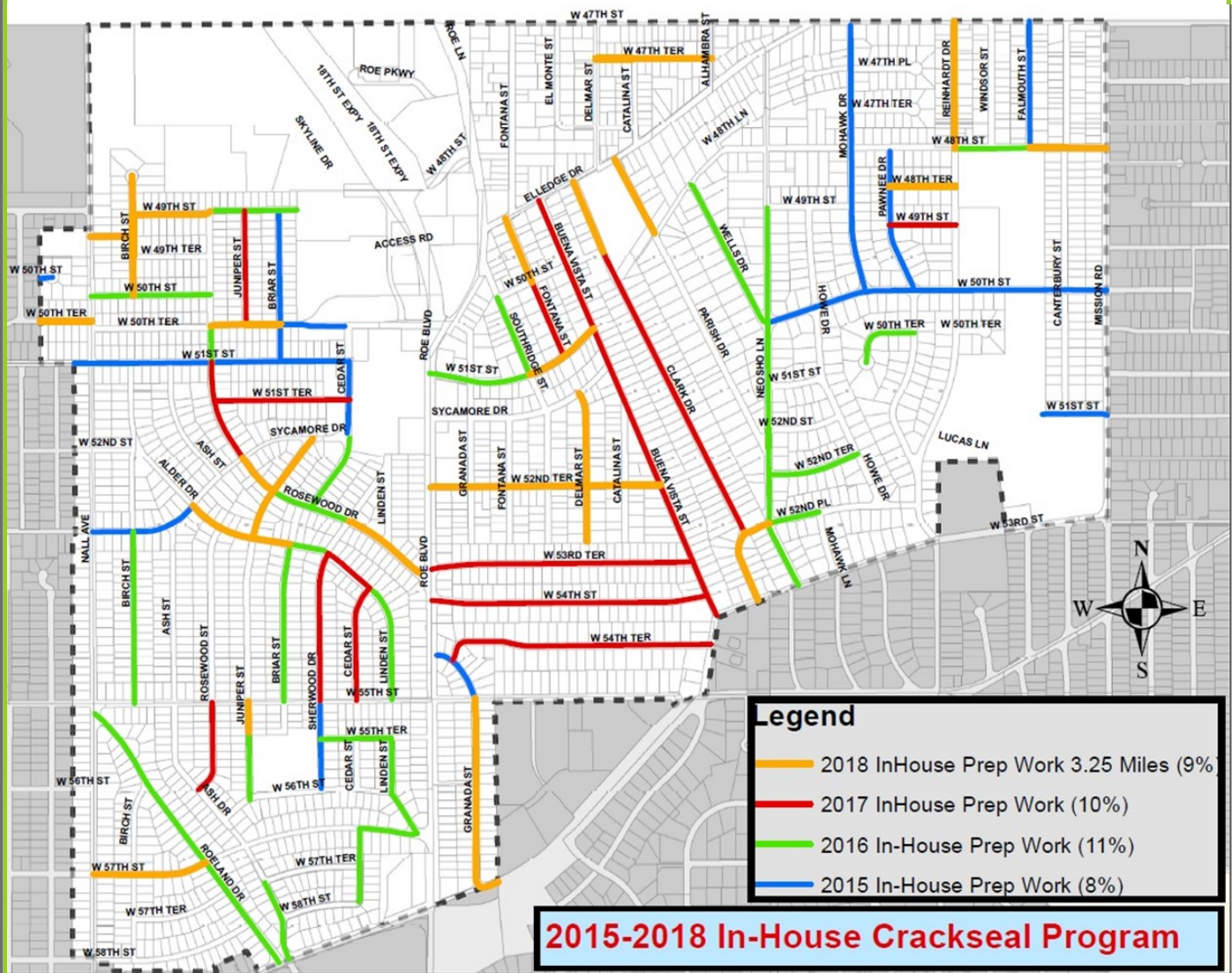
Doug Thorell



Daniel Vandenbos

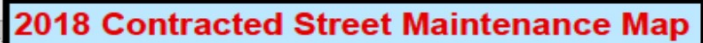


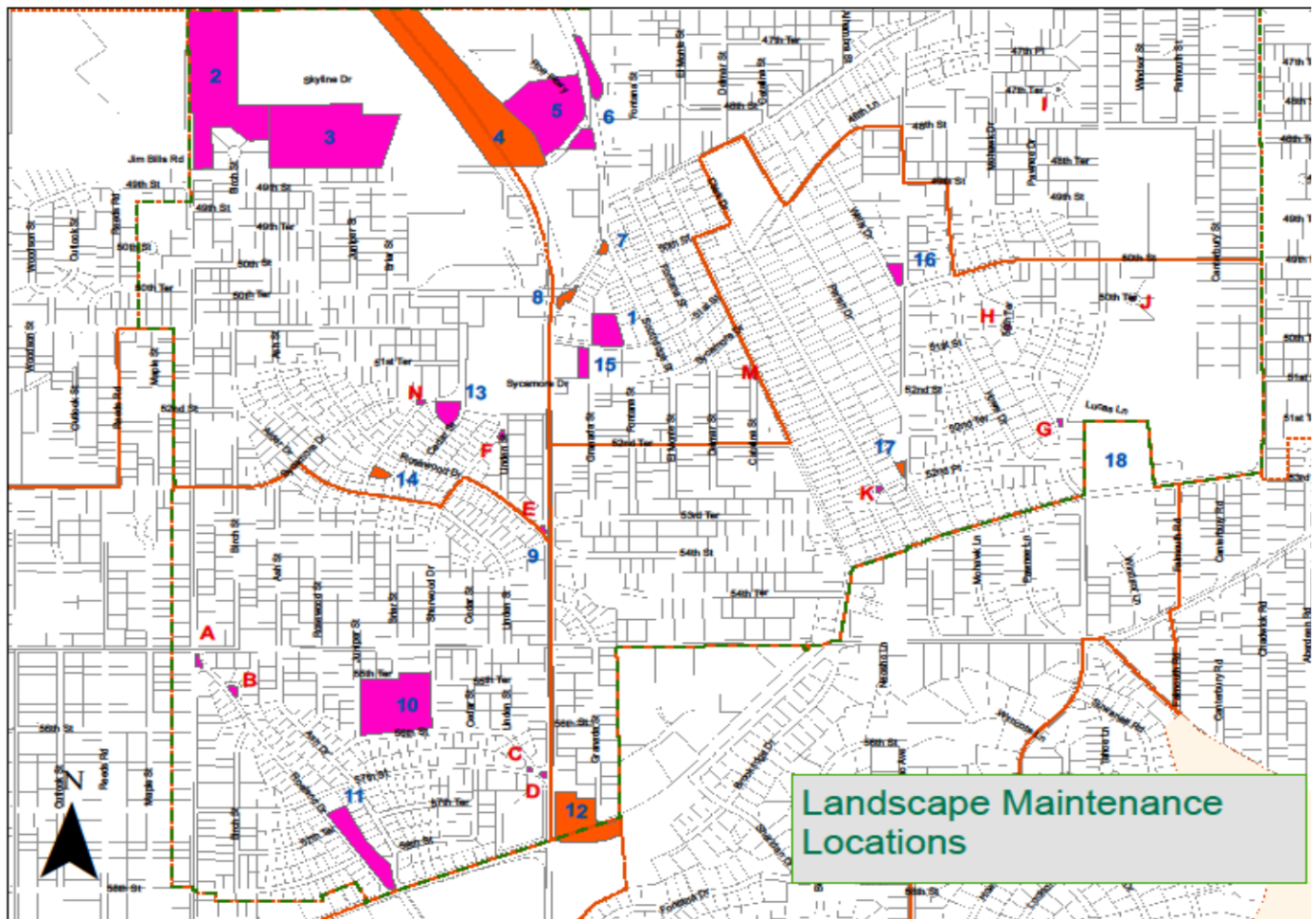
Brandon Bethard



Street Maintenance

- Approx. 34 Miles of Street Network
- Budget \$325,000
- 2018 Stantec Pavement Analysis
- Contract Street Maintenance Program
- In-House Prep Program

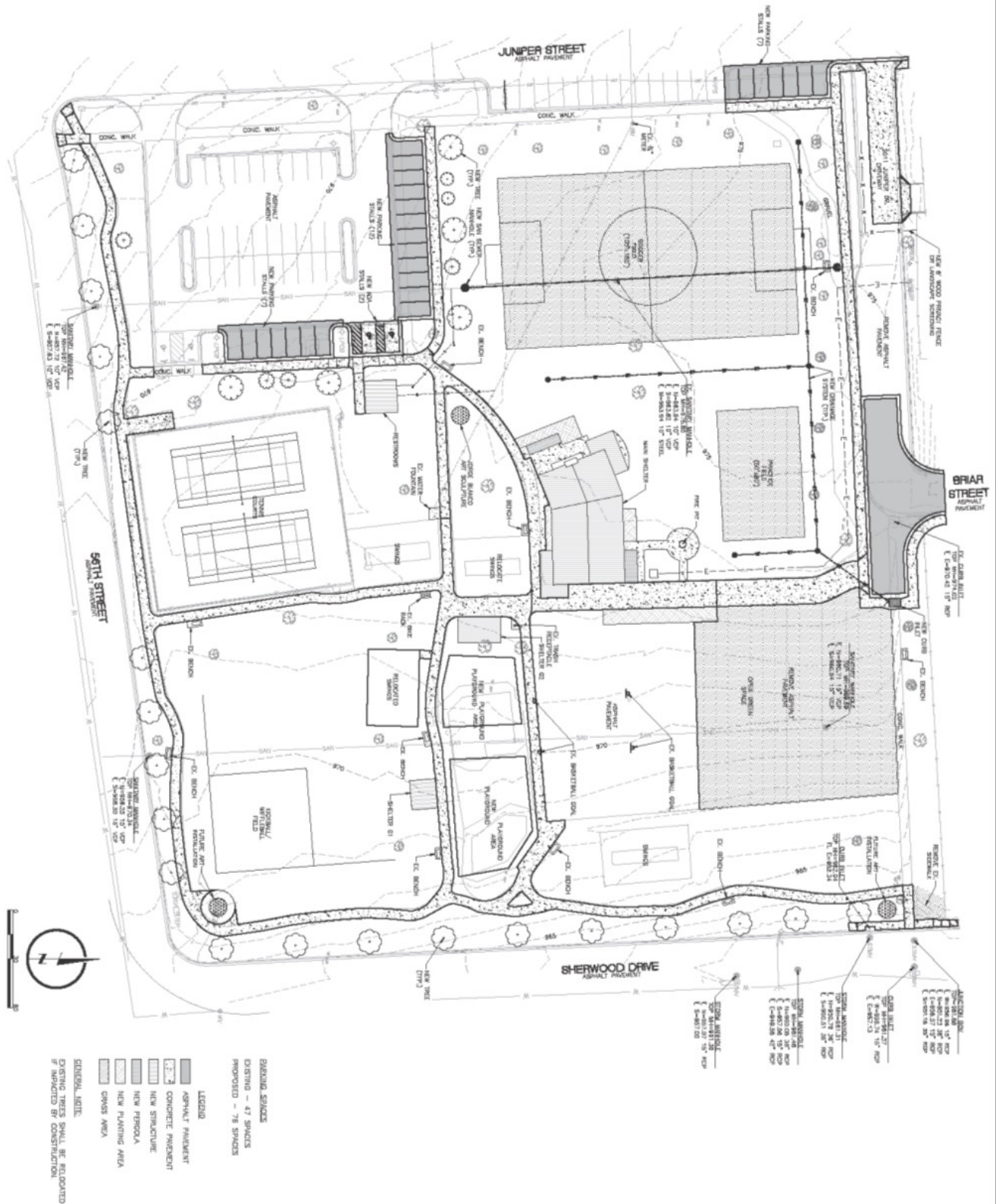




City Parks and Greenspace Maintenance & Preservation

- 31 Locations
- Budget
 - \$24,000 Maintenance
 - \$33,000 Mowing
- Contacted Mowing
- Maintenance and Improvements in-house

R Park Phased Development Plan



Leaf Program—New Leaf Vacuum Truck



In 2018, the City purchased a leaf vacuum truck for curbside collection of fall leaves curbside. The process created a significant change in how residents piled their leaves prior to collection, requiring them to place the leaves on the back of the curb or on the sidewalk instead of in the street. The new program brought several benefits such as being less time

consuming for staff by using only one machine, less dust created through collection, more environmentally friendly by keeping leaves out of storm sewers, more dependable and less likely to be taken out of service due to foreign objects, and enhances the safety for bicyclists and motorists by not having to ride/drive through leaves.





Public Works crews caught residents participating in the leaf program and surprised them with a I ♥ RP T-Shirt. After notifying the residents above about the new regulations that leaves needed to be placed at the back of curb and no longer in the street, these young residents pitched in to put leaves where they needed to be. A big thank you to our citizens for making this program successful in year 1!



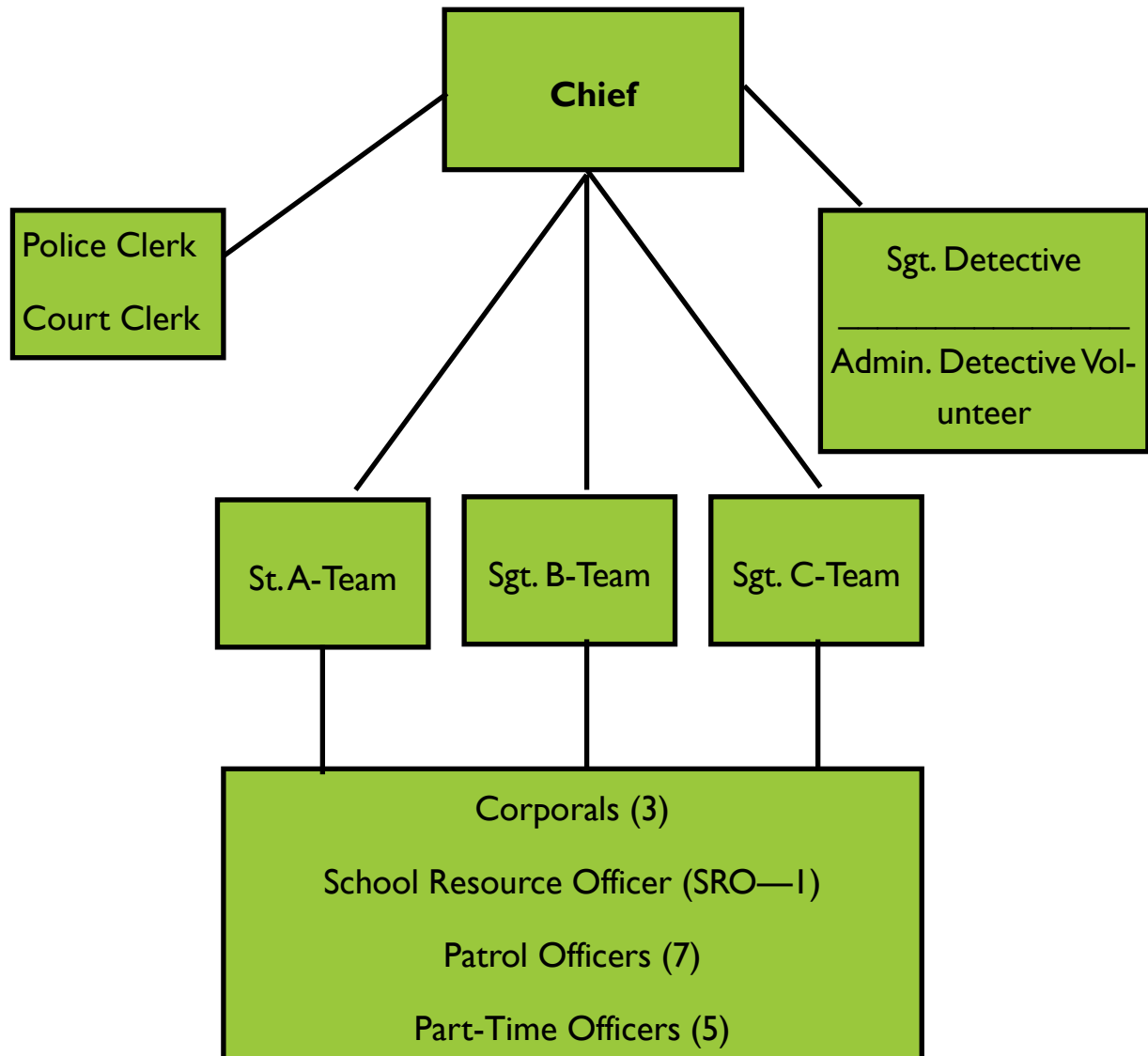
Police Department



Mission Statement

"It is the mission of the Roeland Park Police Department to provide dedicated service with integrity, preserve life, enforce the law, and work in partnership with the community to enhance the quality of life in Roeland Park".

Police Department Organizational Chart

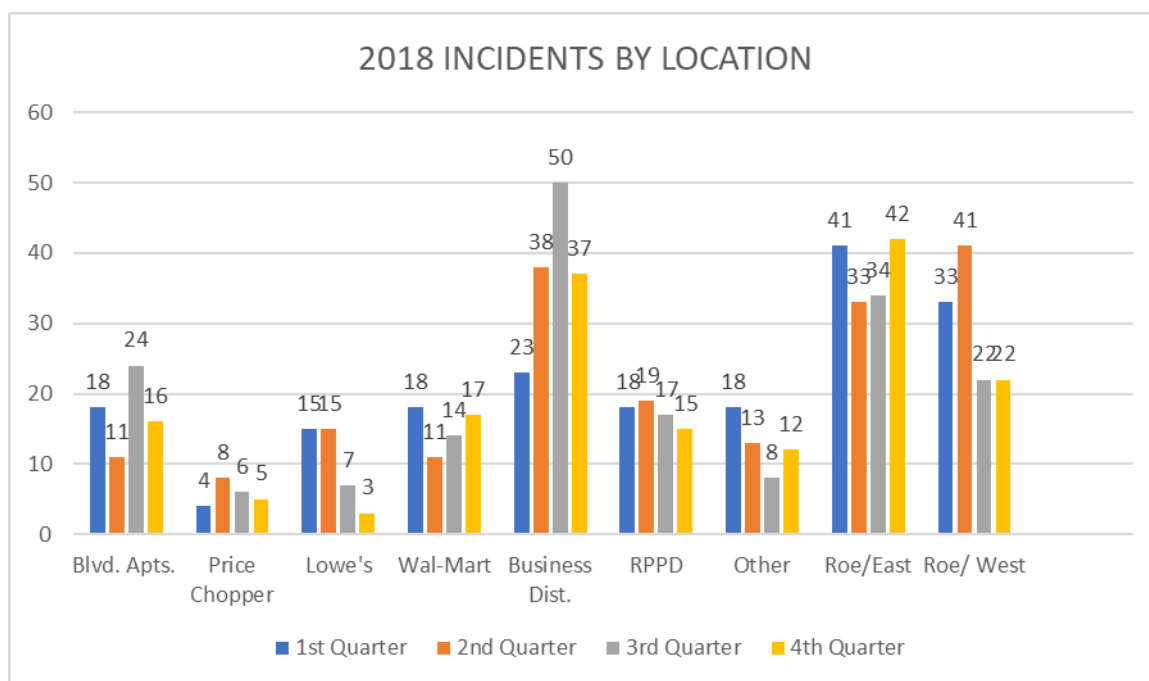
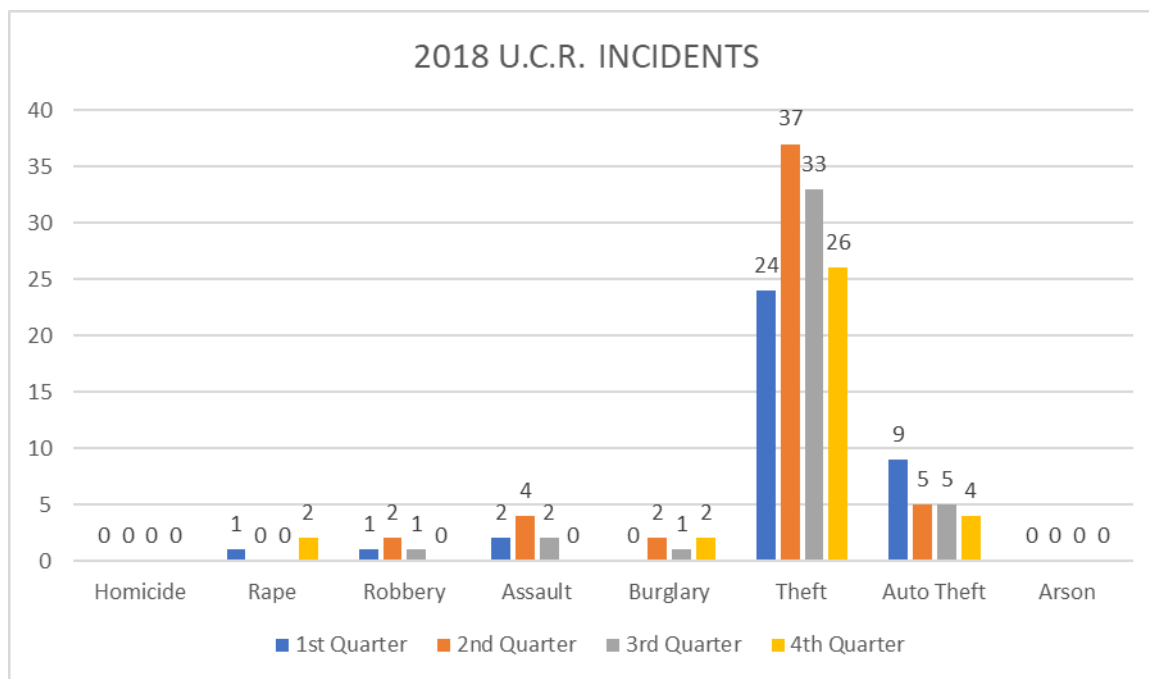


Police Department Officers & Staff

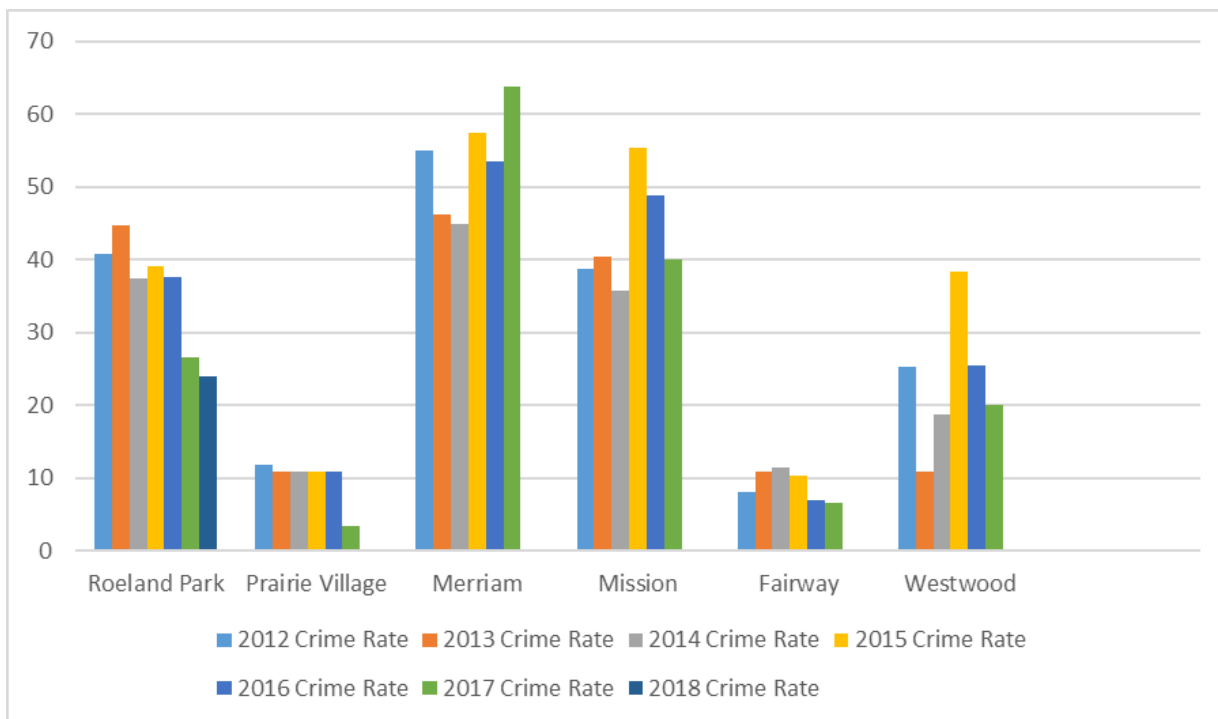
Name	Position	Serving Since in Roeland Park	Assignment
Mark Babcock	PT Police Officer	1991	PATROL
Don Brooks	PT Police Officer	2016	PATROL
Cliff Chaffee	Police Officer / SRO	2017	SRO / PATROL
Randy Costlow	Detective Sergeant	1995	INVESTIGATIONS
John DeMoss	Corporal	2014	PATROL
Ben Egidy	Corporal	2011	PATROL
Mark Engravalle	Corporal	2014	PATROL
Anthony Estrada	PT Police Officer	2000	PATROL
Eric Garcia	Police Officer	2014	PATROL
Warren Gardner	Sergeant	1996	PATROL
Trevor Harrison	Police Officer	2017	PATROL
Steve Hawkins	PT Police Officer	2019	PATROL
Cory Honas	Sergeant / K9	2000	PATROL
John Morris	Chief of Police	1999	ADMINISTRATION
Jeff Magee	Police Officer	2018	PATROL
Gregg Schiffelbein	Police Officer	2018	PATROL
John Simmons	Volunteer / Detective	2018	ADMINISTRATION
Shanan Snapp	Police Officer	2016	PATROL
Zach Stamper	Police Officer	2015	PATROL
Matt Stawarz	PT Police Officer	2017	PATROL
Braden Suffield	Police Officer	2018	PATROL
Kathy Bell	Admin. Clerk	2016	Court Services
Andree Gross	Admin Clerk	2003	Police Services



ROELAND PARK POLICE DEPARTMENT / 2018 U.C.R. & ACTIVITY REPORT



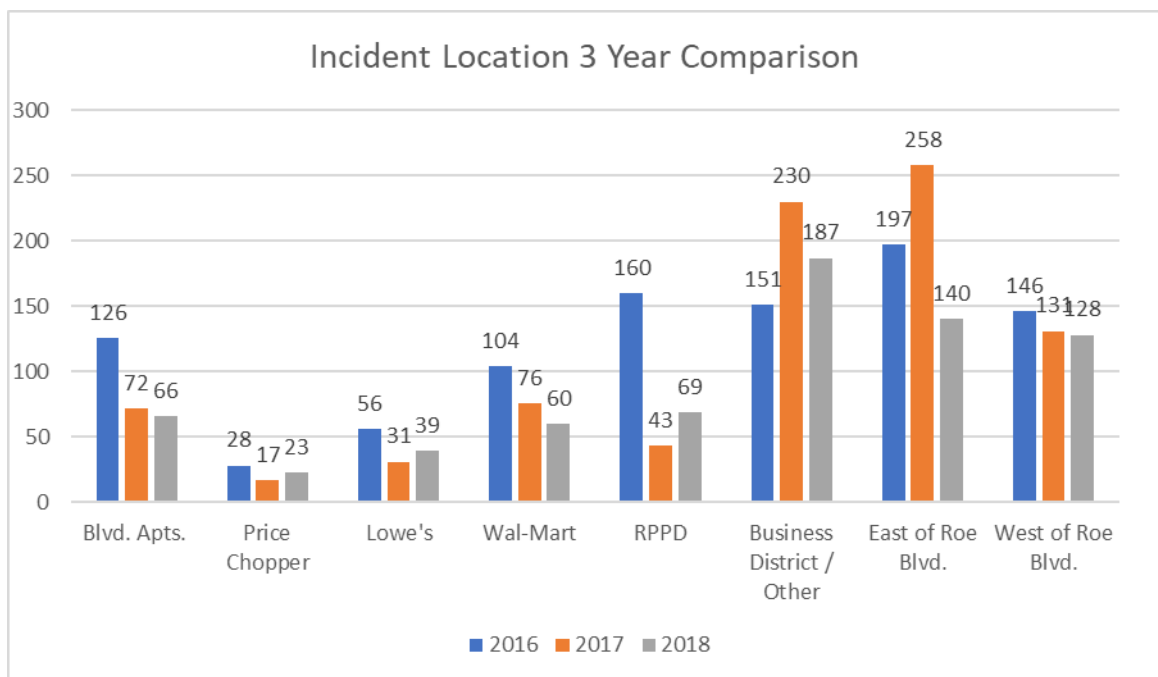
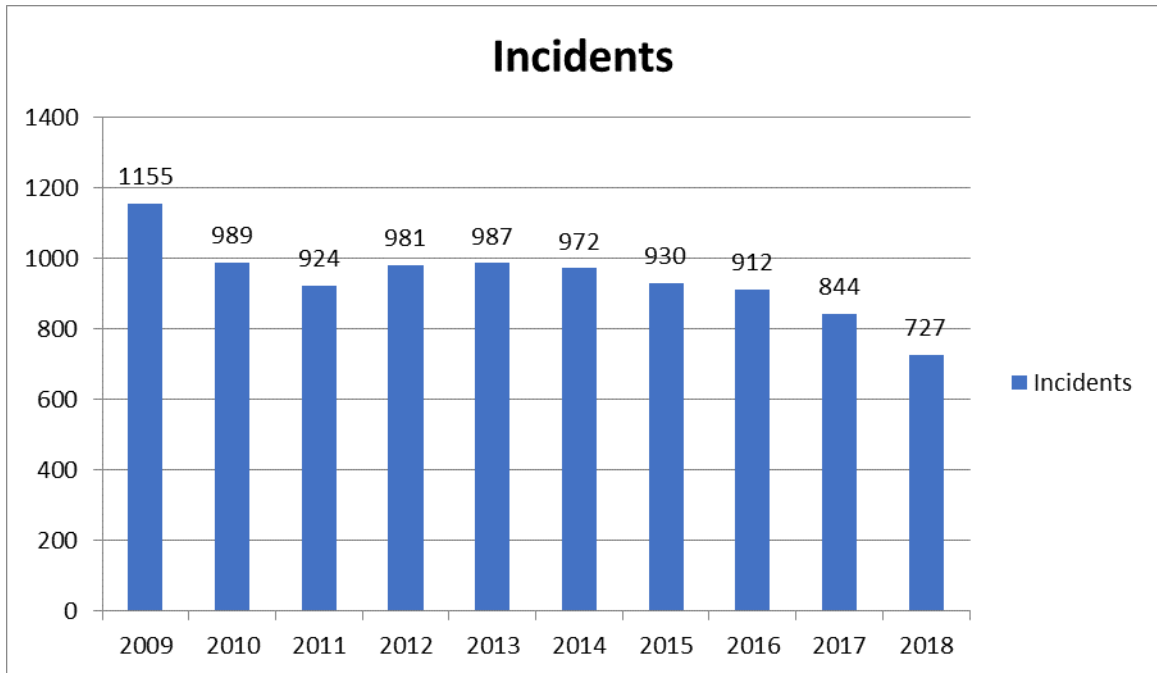
ROELAND PARK POLICE DEPARTMENT / CRIME COMPARISON



Crime Index Offenses - Rate / 1000

[illegible]

ROELAND PARK POLICE DEPARTMENT / INCIDENT REPORTING



2018 Business District Crime Prevention Initiative

HISTORY:

The Roeland Park Police Department established a 2018 objective to have a reduction of crime in the Business District of the city for a period of six months. The program was named the "Business District Crime Prevention Initiative" and was placed into operation from January 1st through June 30th. The goal was to decrease crime by increased visibility in targeted areas, monitor calls and reports, work with loss prevention and management of local businesses, and participate in an aggressive DDACTS system of patrolling. (Data Driven Approach to Crime & Traffic Safety).

PLAN:

The plan of the Initiative was to have officers working in the business district for two hours per day for five days each week with rotating times and targeted locations. The top assignments listed were Price Chopper, Lowe's, and Wal-Mart. Other sections of the business district were saturated with patrol to maximize coverage and deter criminal activity. A special Retail Crime Enforcement Unit that consisted of a marked Ford Mustang with official police lettering and decals was parked at numerous business locations throughout the initiative to help deter crime and show a police presence.

COST:

The Initiative was created with a **budget of \$7,500** to cover addition staff hours (part time and overtime) for those working the assignments. We offered the shifts to both full-time and part-time officers. Part-time officers did not sign up for assignments during the initiative so the funding was available to anyone. The cost was approximately **\$7,212** covering 84 assignments.

DATA ANALYSIS:

The data for the "Initiative" was to compare the number of incidents at specific locations and in the business district for 6 months for 2017 against the number in 2018. The "Business District" description is both sides of Roe Blvd between 48th Street & 52nd terrace. This includes all stores and parking lots within the targeted areas. This includes Walmart, Price Chopper and Lowe's. The balance of the "Business District" includes Burger King, Aldi, 66 Mart, Walgreens, Quik-Trip, McDonald's, CVS, Taco Bell, T-Mobil, Roe Liquor, Sally Supply, CC Pizza, and Subway. Activity at the three largest retailers, Price Chopper, Lowe's, & Wal-Mart is reported individually due to the significant customer traffic generated by each.

CONCLUSION:

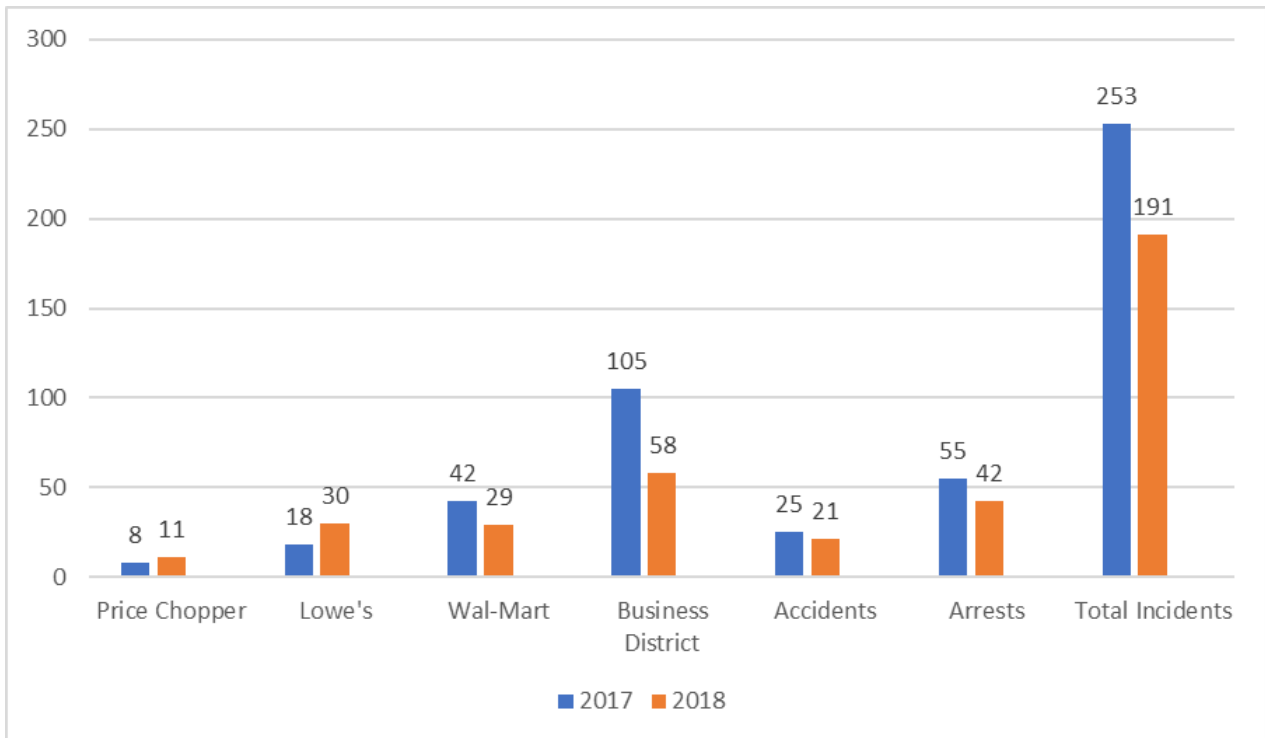
- The Roeland Park Police Department saw a **24.5%** overall decrease of reported incidents in the entire business district during the first two quarters of 2018 vs the same period of 2017.
- Reported incidents declined **44.8%** for the area of the "Business District" excluding the three large retailers. Staff attributes this reduction in part to the Crime Prevention Initiative.
- Price Chopper had an increase of 3 incidents, Lowe's had an increase of 12 incidents, & Walmart had a decrease of 13 incidents of police reporting. (Internal reports are NOT included)
- The impact was a reduction of incidents & report

writing that allowed more patrol hours on the street and visibility of officers thus creating a safer community.

- No financial support indicated by the retail businesses to continue the program though very much appreciated the extra visibility and engagement with officers.



Reported Incidents by Location / January – June



Reported Incidents, Accidents, & Arrests in the Business District (January – June)

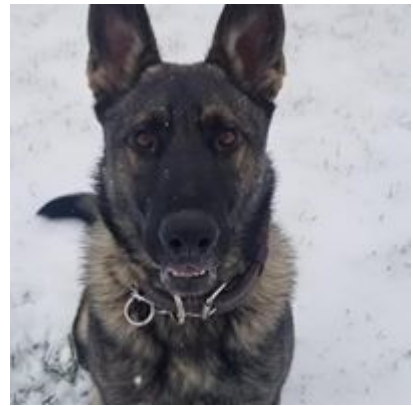
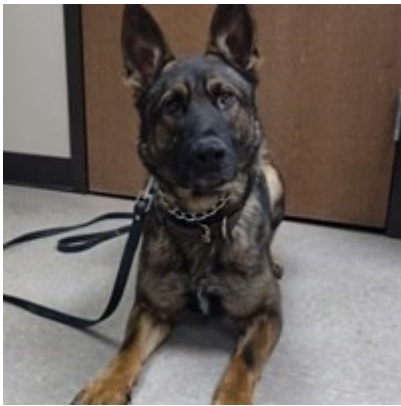
2017	January	February	March	April	May	June	Total
Price Chopper	1	1	1	2	3	0	8
Lowe's	4	6	3	4	1	0	18
Wal-Mart	4	7	6	8	6	11	42
Business District	16	19	20	17	13	20	105
Accidents	6	2	5	4	3	5	25
Arrests	6	10	7	14	10	8	55
Total	37	45	42	49	36	44	253

2018	January	February	March	April	May	June	Total
Price Chopper	1	1	2	1	2	4	11
Lowe's	8	4	3	8	3	4	30
Wal-Mart	6	7	5	5	5	1	29
Business District	9	4	10	10	16	9	58
Accidents	5	2	6	2	2	4	21
Arrests	6	4	8	7	10	6	42
Total	35	22	34	33	38	28	191

ROELAND PARK POLICE DEPARTMENT / K9 UNIT

RANGO

An K9 objective set for 2019 was created early due to cost effective measures and resources provided by grants, donations, training, & equipment. After several months of research and support from numerous participants, Roeland Park became the first agency in N.E. Johnson County to establish a K9 unit.

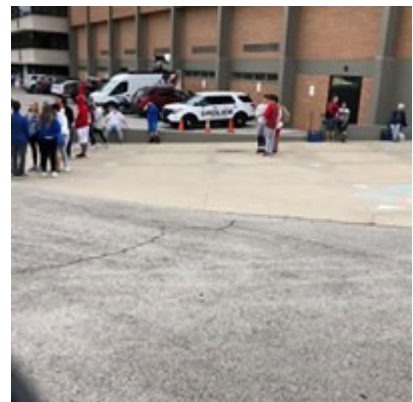


SCHOOL RESOURCE OFFICER

The City of Roeland Park contracted with the Bishop Miege High School to provide a SRO (School Resource Officer) on their campus. This position's primary focus is safety and security for the students, staff, and visitors. Officer Cliff Chaffee was assigned to the position and has made a tremendous difference since the implementation of the SRO program. The SRO program is funded 100% by the school.



Officer Chaffee

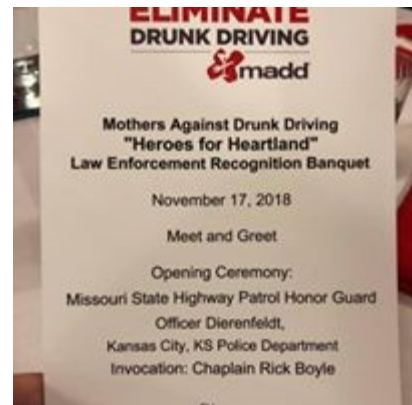


Recognitions & Awards



Sgt. Birdsong Retirement





2018 MADD Award / Officer Cliff Chaffee

Community Policing Donations & Compassion



Mr. Bill Benfer

Police Vehicle



Officers Suffield & Snapp

Boot Purchase



Officer Brooks

Grocery Delivery

Mr. Benfer donated our "Retail Crime Enforcement Unit" for our crime prevention initiative.

Officer Suffield & Snapp assisted a displaced juvenile with a much-needed pair of boots.

Officer Brooks delivered groceries to a family in need.

2018 OFFICER OF THE YEAR



SGT. CORY HONAS

The 2018 “Office of the Year” was presented to Sergeant Cory Honas. His dedication to service, outstanding performance, and the implementation of a K9 unit was instrumental for him to receive this award.

City Clerk

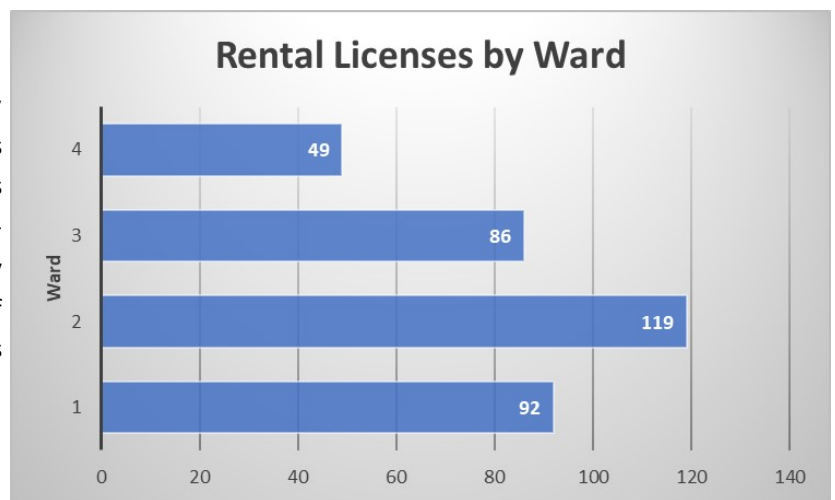
What does the City Clerk's Office do?

The City Clerk is the designated Freedom of Information Officer for the City. The City Clerk's Office provides for the retention and maintenance of official city records and is responsible for recording all activities involved in City Council meetings, including meeting minutes, ordinances and resolutions. The City Clerk's Office administers various city licensing/permitting processes and coordinates public notices, legal publications and bid notices. The City Clerk conducts public bid openings. City Council election filings and other notices and details of elections are also administered by the City Clerk and coordinated with the County Election Officer. The City Clerk also manages customer service for City Hall and manages human resources and payroll for the City.

Open & Transparent Government

The City Clerk coordinates responses to many Open Records Requests. In 2016, the City Clerk's Office responded to 23 "official" requests, as well as countless informal requests for information and documents. As needed, the City Clerk advises and assists other departments of the City with records requests. The City Clerk's Office coordinates the publishing of many legal notices, ordinances, and other items in the local newspaper.

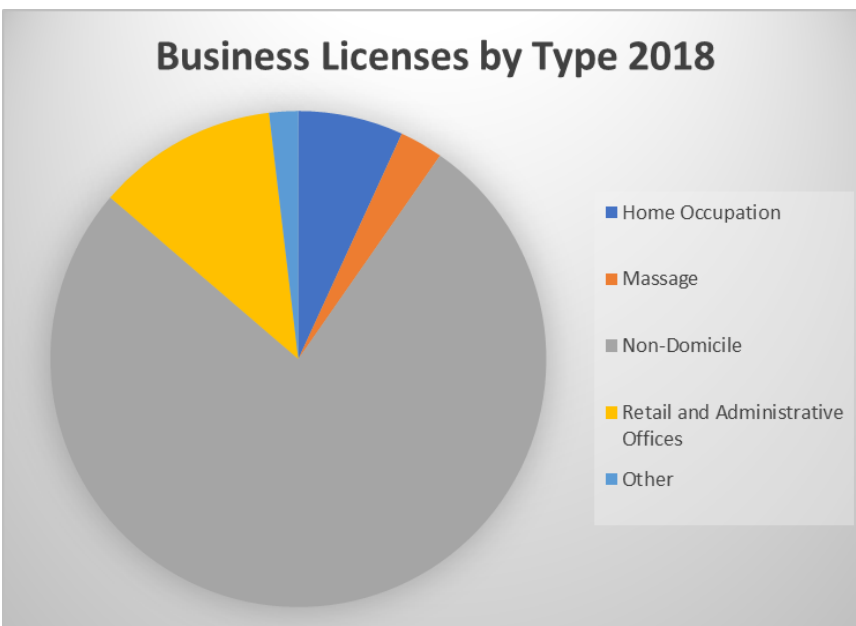
Rental Licenses by Ward



Governing Body Support

The City Clerk's Office supports the activities of the City Council in various ways, including attendance at meetings, creation of meeting minutes, filing of ordinances and resolutions, City Council election filings, and execution of documents such as contracts approved by the City Council.

Business Licenses by Type 2018



Licensing/Permitting

The City Clerk's Office administers the licensing/permitting processes for various business and other activities in the City.

Governing Body



Mike Kelly, Mayor



Tom Madigan, Ward 1



Becky Fast, Ward 1 (through Dec. 2018)



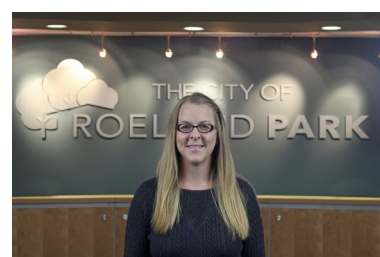
Tim Janssen, Ward 2



Jen Hill, Ward 2



Erin Thompson, Ward 3



Claudia McCormack, Ward 3



Michael Poppa, Ward 4



Jim Kelly, Ward 4

Jorge Blanco Sculpture Fundraising for R Park

A group of citizen volunteers from the Arts, Parks and Citizens Fundraising Initiative for R Park joined forces to raise funds to install a sculpture from world renowned sculptor Jorge Blanco in R Park. The Citizens Sculpture Initiative for R Park met their fundraising goal of \$62,600 for the R Park Sculpture Project in late 2018, thanks to the generous community spirit of five family foundations, 10 businesses and over 300 individuals. The sculpture was funded entirely through grants and donations along with staff support. The sculpture is expected to be installed in R Park around May of 2019. This sculpture, a gift to the City of Roeland Park, has received the unanimous support of Mayor Mike Kelly and the City Council. It has also been endorsed by the Arts Council of Johnson County.

The playful and active figure of the runner in his design symbolizes the forward movement and progress of the City of Roeland Park and will act as a welcoming herald for visitors who come to the park for fun, fitness and community engagement. Three Rs on the rings represent the conventional 3 Rs of Reading, 'Riting, and 'Rithmetic as a tribute to all teachers and students, locally and globally, and a reference to Roeland Park Elementary school, formerly on the site. The figure, standing 5-6' tall on 8' posts, will be made of heavy aluminum with a durable powder-coated paint finish that can withstand extreme temperatures and allow for easy maintenance. The piece is expected to last more than 50 years.



Sculpture Naming Contest

The Committee also held a sculpture naming contest where resident Judy Hyde's "See Red Run" was selected by the artist from 117 entries for the official name for the sculpture.

Artist Visit

In July the Citizen's Sculpture Initiative hosted Jorge Blanco and his wife at the Community Center along with home-made pie and ice cream. More than 100 citizens came to the free event to visit with the artist and learn more about his



vision for the sculpture designed specifically for Roeland Park. While in town, Blanco helped determine the best location for the sculpture along with citizen volunteers, City Council and staff.



Last Name	First Name	Title
-----------	------------	-------

Administration - Keith Moody Department Head

Moody	Keith	City Administrator
Bohon	Kelley	City Clerk
Clarke	Linda	Administrative Assistant*
Dreyer	Doreen	Administrative Assistant
Chamberlain	Dawn	Administrative Assistant

Neighborhood Services - Jennifer Jones-Lacy, Department Head

Jacobson	John	Building Official
Jones-Lacy	Jennifer	Assistant City Administrator & Finance Director
Holtkamp	Wade	Neighborhood Services Officer

Police Department - John Morris, Police Chief

Babcock	Mark	Police Officer (part-time)
Birdsong	Sylvester	Sergeant*
Brooks	Don	Police Officer (part-time)
Chaffee	Cliff	Police Officer/SRO
Costlow	Randy	Detective Sergeant
De Moss	John	Corporal
Egidy	Bernard	Corporal
Engravalle	Mark	Corporal
Estrada	Anthony	Police Officer (part-time)
Garcia	Eric	Police Officer
Gardner	Warren	Sergeant
Gross	Andree	Police Clerk
Harrison	Trevor	Police Officer
Hawkins	Steve	Police Officer (part-time)
Honas	Cory	Sergeant/K9
Morris	John	Police Chief
Magee	Jeff	Police Officer
Rader	Greg	Police Officer*
Schiffelbein	Gregg	Police Officer
Simmons	John	Volunteer Detective
Snepp	Shanan	Police Officer
Stamper	Zach	Police Officer
Stawarz	Matt	Police Officer (part-time)
Thornton	Chris	Police Officer (part-time)*

Public Works - Donnie Scharff, Department Head

Banks	Zach	Equipment Operator*
Bethard	Brandon	Equipment Operator
Harper	Ron	Equipment Operator*
Keeney	Kyle	Equipment Operator
Leon	Jose	Director of Public Works*
Reeves	Frank	Equipment Operator
Scharff	Donnie	Director of Public Works
Thorell	Doug	Equipment Operator
Vandenbos	Daniel	Equipment Operator
Wintrode	Tanner	Equipment Operator*

Municipal Court

Bell	Kathy	Court Clerk
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Management Intern

Pauley	Beth	Management Intern (part-time)*
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* Designates that this person ended employment with The City of Roeland Park prior to end of 2018.

2018 Council Goals and Objectives

Attachment 1 provides the year-end progress report for the 2018 Objectives as well as a follow up on 2017 Objectives. The first page provides a performance summary of how many objectives were completed on time (13 of 16 completed) and within budget (14 of 16 completed). Four of the twenty 2018 Objectives remained incomplete (highlighted in yellow), and will be completed in 2019. Our 2018 performance is a bit better than our 2017 in the area of percentage of tasks completed on time and number of tasks remaining incomplete at year end. Objectives completed netted to \$45,306 under budget. We were also able to complete 3 Objectives that remained incomplete at the end of 2017 (final page of attachment). There are two 2017 Objectives that we will continue to work on completing in 2019.



Neighbor-to-Neighbor Strategic Plan

Status Update

The Neighbor-to-Neighbor Strategic Plan was spearheaded by citizen volunteers to reflect the values, vision and priorities of the citizens of the community. The plan was a grassroots approach that would be influenced by voices of the citizens and an opportunity to engage the community on critical issues impacting Roeland Park today and into the future. The plan encompasses five main goals:

1. Create a long-term financial plan to diversify revenue supporting economic growth.
2. Create a commercial development plan to revitalize underutilized property and leverage available land to create a sustainable community.
3. Market Roeland Park to increase awareness and promote a positive image.
4. Connect citizens to the community through events, places, services and activities.
5. Promote recreational opportunities through enhanced green space, facilities and communication.

Attachment 2 is the 2018 year-end progress report for the City's Strategic Plan adopted in February 2015.

Item Number: Reports of City Officials:- XI.-B.
Committee 3/18/2019
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 3/15/2019
Submitted By: Keith Moody and Donnie Scharff
Committee/Department: Public Works
Title: **Review Leaf Pickup Costs**
Item Type: Report

Recommendation:

Informational, no action anticipated.

Details:

The attached sheet details the expenses of the 2018-19 leaf collection program. Total cost of the program was \$51,288 compared to the \$81,454 estimated. At the bottom of the sheet is a performance comparison section which provides insight on how the program compared to the 2017 program as well as how it compared to what was projected when the new vacuum truck approach was discussed.

In summary the amount of man hours used was less than half of what was projected (661 vs 1,513), which is due to residents only placing leaves out for pickup once vs three times (staff projected full participation on all three pick ups to be conservative). Participation levels were down slightly (26% vs 33%). We projected a higher utilization rate due to the program length being doubled.

Even though the participation rate was down the new program saw considerable increase in the volume of leaves collected per pick (1.84 cy vs .92 cy, up 101%) as well as considerable increase in the total cubic yards of leaves collected (4,090 cy vs 2,617 cy, up 56%). The increased volume per pick up may be due to the delays we experienced due to snow and due to the vacuum truck being in the shop. The increase in total volume of leaves collected we contribute to the program spanning twice as many days.

The data clearly shows that the program is less expensive than the prior approach (a 41% decrease). Although participation numbers declined the volume of leaves collected went up which also points to the new program being more attractive to residents. Staff appreciates the safe comfortable environment offered by the new vacuum truck. And even though we had some

mechanical gremlins to work out with the new vacuum truck we did not experience any downtime caused by items that should not be in the leaf piles. In addition, the new programs benefit of not plowing leaves back into a persons yard during a snow event was driven home following the Thanksgiving weekend snow event.

Having a firm grasp on the pace of collection will enable us to craft a more concise collection schedule for each of the 3 pick ups for the 2019-20 program. The Citizen Survey will also provide insight on how satisfied residents are with the new program and perceptions of placing the leaves on sidewalks adjacent to the curb.

Financial Impact

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

Additional Information

Staff would like to express our appreciation to the elected officials for their willingness to be innovative. It takes courage to foster change and accept the risk of failure.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
 2019-20 Leaf Program Cost and Performance Information	Cover Memo

2018-19 Leaf Program Cost and Participation Summary

Labor Costs	Wages+Pay roll Benefits/Hr	Overtime Rate	Hours Worked	OT Hours	Cost
Frankie Reeves	\$ 23.50	\$ 35.25	175.5	59	\$ 6,204
Daniel Vandenbos	\$ 27.14	\$ 40.71	57		\$ 1,547
Kyle Keeney	\$ 23.50	\$ 35.25	113		\$ 2,656
Doug Thorell	\$ 25.89	\$ 38.84	162		\$ 4,194
Tanner Wintrode	\$ 22.38	\$ 33.57	64		\$ 1,432
Donnie Scharff	\$ 44.05		31		\$ 1,366
	Total Labor Cost				\$ 17,399
Leaf Disposal Cost					
Containers	Quantity		Cost/Per		Cost
Missouri Organics	146	Loads	\$ 112.50		\$ 16,425
WCA	11	40 CY Dumpst	\$ 130.00		\$ 1,430
	Total Leaf Disposal Cost				\$ 17,855
Fuel Cost					
Asset	Fuel Usage (Gallons)		Cost/Per		Cost
#210 Leaf Vac Truck	373		\$ 3.09		\$ 1,153
#210 Leaf Vac Truck - Rear Motor	527		\$ 2.55		\$ 1,344
#201 Street Sweeper	331		\$ 3.09		\$ 1,021
#202 - Front Wheel Loader	11		\$ 3.09		\$ 34
	Total Leaf Disposal Cost				\$ 3,552
Equipment Cost (Based Upon Estimated Depreciation)					
Asset	Miles or Hours Used	Annual Depreciation	Leaf Program %		Cost
#201 Street Sweeper Total Miles	484	\$ 17,992	25%		\$ 4,498
#210 Leaf Vac Truck Total Miles	1,272	\$ 7,293	100%		\$ 7,293
#202 - Front Wheel Loader Total Hrs.	11	\$ 2,023	1%		\$ 22
	Total Equipment Depreciation Cost				\$ 11,813
Maintenance & Repairs					
Asset	Avg Cost/Year		Leaf Program %		Cost
#201 Street Sweeper	\$2,658		25%		\$665
#210 Leaf Vac Truck	No History Yet		100%		
#202 - Front Wheel Loader	\$465.27		1%		\$5
	Total Maintenance & Repair Cost				\$ 670
	Total Leaf Pick Up Program Costs				\$ 51,288

Notes

11/5/18 to 2/2/19 Total Labor Hours= 661.5

PWD Leaf Program Management

Missouri Organic CY (25 CY/Load)	3,650
Roll Off CY (40 CY/Dumpster)	440
Total Cubic Yards of Leaves Collected	4,090

Average Cost per Gallon

Front End Loader used to load 40 yrd roll offs on the weekend when Missouri Organics was closed

% is based on 3 out of 12 sweepings per year
% is based on dedicated use to program

Performance Comparisons					
		2016 Actuals	2017 Actuals	2018-19 Actuals	Estimate for 2018-19 Prior to Implementation
Total # of Properties Able to Participate		2,846	2,846	2,850	2,846
Potential # of Pickups	3	8,538	8,538	8,550	8,538
Number of Pick Ups Provided		3,202	2,849	2,219	8,538
Participation Percentage		38%	33%	26%	100%
Man Hours Dedicated to Pick Up		1,050	1,032	631	1,423
Avg Man Hour Minutes Per Pick Up		19.7	21.7	17.0	10.0
Gallons of Fuel Consumed		890	1,142	1,231	2,900
Gallons of Fuel Consumed Per Hour		0.85	1.11	1.95	2.04
Cubic Yards of Leaves Collected		2,080	2,617	4,090	2,400
Cubic Yards Collected per Pick Up		0.65	0.92	1.84	0.28
Total Program Cost		\$87,656	\$ 87,645	\$ 51,288	\$81,454

Item Number: Reports of City Officials:- XI.-C.
Committee 3/18/2019
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 3/15/2019
Submitted By: Donnie Scharff
Committee/Department: Public Works
Title: Review Tree Debris Pickup Costs
Item Type: Report

Recommendation:

Informational, no action anticipated.

Details:

The attached sheet details expenses associated with picking up tree debris following the snow storm in January. It follows the same format, assumptions and philosophy employed in the leaf program expense tracking. The hours of actual equipment used in the program are applied to the annual maintenance and annual depreciation expense to estimate the expense associated with the use of the equipment. These are not direct out of pocket expenses, however including them provides us the most comprehensive/accurate expense calculation.

Staffing hours dedicated to the service are used to generate the man power expenses. These expenses accrue to the city regardless, but those 291 man hours would have applied to another Public Works service.

The total expense is \$33,732 (or \$11.84 per single family home). Out of pocket expense total \$23,709. 1,785 cubic yards of debris was collected. As a point of reference in the summer of 2017 the City incurred \$37,637 of total expense for storm debris clean up (90% was reimbursed through FEMA/SEMA).

Financial Impact

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

Additional Information

Although this specific event was not anticipated in the budget, the City has \$25,000 budgeted for "Tree Maintenance" in 2019 and the out of pocket expenses will be applied against that budget item.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
2019 Tree Limb Pickup Costs	Cover Memo

2019 City Wide Limb Pickup Costs					
Labor Costs	Wages+Payroll Benefits/Hr	Overtime Rate	Hours Worked	OT Hours	Cost
Frankie Reeves	\$ 23.50	\$ 35.25	28		\$ 658
Daniel Vandebos	\$ 27.14	\$ 40.71	90		\$ 2,443
Kyle Keeney	\$ 23.50	\$ 35.25	87		\$ 2,045
Doug Thorell	\$ 25.89	\$ 38.84	37		\$ 958
Donnie Scharff	\$ 44.05		17		\$ 749
Brandon Bethard	\$ 23.50		32		\$ 752
	Total Labor Cost				\$ 7,604
Limb Collection and Disposal Costs					
Containers	Quantity	CY per Load	Cost/Per		Cost
Missouri Organics- Disposal Costs	124	Varies	Varies		\$ 6,281
CS Carey- Disposal Costs	7	50	\$ 150		\$ 1,050
Custom Tree Care Storm Response Hours	12 Hours		Varies		\$ 1,700
Custom Tree Care Storm Response Hours	19.5 Hours		Varies		\$ 2,763
Custom Tree Care City Wide pickup Hours	43 Hours		Varies		\$ 6,050
Custom Tree Care City Wide Pickup Hours	42 Hours		Varies		\$ 4,455
	Total Collection & Disposal Costs				\$ 22,298
Fuel Cost					
Asset	Fuel Usage (Gallons)		Cost/Per		Cost
#101 Ford F-750	196		\$ 2.70		\$ 530
#102 Ford F-750	141		\$ 2.70		\$ 380
#204 Case SV280	196		\$ 2.55		\$ 500
#203 Case 85XT			\$ 2.55		\$ -
	Total Fuel Cost				\$ 1,410
Equipment Cost (Based Upon Estimated Depreciation)					
Asset	Miles or Hours Used	Annual Depreciation	Limb Pick Up		Cost
#101 Ford F-750	790	\$ 3,466	8%		\$ 289
#102 Ford F-750	535	\$ 3,466	8%		\$ 289
#204 Case SV280	94	\$ 3,466	8%		\$ 289
#203 Case 85XT		\$ 2,870			\$ -
Grapple Bucket Rental					\$ 927
	Total Equip. Depreciation Cost				\$ 1,794
Maintenance & Repairs					
Asset	Avg Cost/Per		Leaf Program		Cost
#101 Ford F-750	\$ 3,000		8%		\$250
#102 Ford F-750	\$ 2,500		8%		\$208
#204 Case SV280	\$ 2,000		8%		\$167
#203 Case 85XT			0%		\$0
	Total Maintenance & Repair Cost				\$ 625
	Total Limb Pick Up Costs				\$ 33,732
Out of Pocket Costs (Fuel+Limb Disposal+Contractor)					\$ 23,709

Notes

PWD Limb Pickup Management Hours

291 Total Man Hours 1/23/19 to 2/28/19

Missouri Organic CY - 1,434.61

CS Carey - CY Per load - 50

Custom Tree Care - 1/12/2019

Custom Tree Care - 1/14/2019

Custom Tree Care - 1/28 thru 1/29

Custom Tree Care - 2/4 thru 2/6

Total C.Y. - 350 Custom Tree

1,785 Total Cubic Yards of Limbs Collected

Average Cost per Gallon