

AGENDA
CITY OF ROELAND PARK, KANSAS
CITY COUNCIL MEETING
ROELAND PARK
Roeland Park City Hall 4600 W 51st Street, Roeland Park, KS 66205
December 16, 2019 6:00 PM

- | | | |
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| <ul style="list-style-type: none"> • Mike Kelly, Mayor • Trisha Brauer, Council Member • Benjamin Dickens, Council Member • Jan Faidley, Council Member • Jennifer Hill, Council Member | <ul style="list-style-type: none"> • Jim Kelly, Council Member • Tom Madigan, Council Member • Claudia McCormack, Council Member • Michael Rebne, Council Member | <ul style="list-style-type: none"> • Keith Moody, City Administrator • Jennifer Jones-Lacy, Asst. Admin. • Kelley Nielsen, City Clerk • John Morris, Police Chief • Donnie Scharff, Public Works Director |
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Admin	Finance	Safety	Public Works
Madigan	Faidley	Dickens	Hill
Brauer	McCormack	Rebne	Kelly

Pledge of Allegiance

Roll Call

Modification of Agenda

Public Hearing

2019 Budget Amendment

I. Citizens Comments

Members of the public are welcome to use this time to make comments about City matters that do not appear on the agenda, or about items that will be considered as part of the consent agenda. Comments about items that appear on the agenda will be taken as each item is considered. Citizens Are Requested To Keep Their Comments Under 5 Minutes. 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 #940
- B. Special Called Council Minutes December 9, 2019

III. Business From the Floor

A. Applications / Presentations

- 1. Regional Housing Summit Project- Presentation by Lauren Palmer
- 2. Renewal by Andersen Peddlers Permit Application – John Haskins

IV. Mayor's Report

V. Workshop and Committee Reports

VI. Reports of City Liaisons

VII. Ordinances and Resolutions:

VIII. New Business

- A. Renew Agreement with Lamp Rynearson for On Call City Engineer
- B. Renew Agreement with Black and McDonald for Streetlight Maintenance
- C. Approve Watershed Agreement with Johnson County

IX. Unfinished Business

X. Workshop Items:

XI. Reports of City Officials:

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

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

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

- B. **Public Comment Request to Speak Form.** The request form's purpose is to have a record for the City Clerk. Members of the public may address the City Council during Public Comments and/or before consideration of any agenda item; however, no person shall address the Council without first being recognized by the Mayor (Chair). Any person wishing to speak, whether during Public Comments or on an agenda item, shall first complete a Public Comment or Request to Speak form and submit this form to the City Clerk before the Mayor (Chair) calls for Public Comments or calls the particular agenda item
1. **Public Comment on Non-Agenda Items.** The Agenda shall provide for public comment about matters that are within the jurisdiction of the City but are not specifically listed on the Agenda. A member of the public who wishes to speak under Public Comments must fill out a Public Comment Request to Speak form and submit it to the City Clerk before the Mayor (Chair) calls for Public Comments.
 2. **Public Comment on Agenda Items.** Public comment will be accepted on Agenda items. A member of the public, who wishes to speak on an Agenda item, including items on the Consent Agenda, must fill out a Request to Speak form and submit it to the City Clerk before the Mayor (Chair) calls the Agenda item.
- C. **Purpose.** The purpose of addressing the City Council is to communicate formally with the Council regarding matters that relate to Council business or citizen concerns within the subject matter jurisdiction of the City Council. Persons addressing the City Council on an agenda item shall confine their remarks to the matter under consideration by the Council.
- D. **Speaker Decorum.** Each person addressing the City Council, shall do so in an orderly, respectful, dignified manner and shall not engage in conduct or language that disturbs, or otherwise impedes the orderly conduct of the Council meeting. Any person, who so disrupts the meeting shall, at the discretion of the Mayor (Chair) or a majority of the Council Members present, be subject to removal from that meeting.
- E. **Time Limit.** In the interest of fairness to other persons wishing to speak and to other individuals or groups having business before the City Council, each speaker shall limit comments to five minutes. If a large number of people wish to speak, this time may be shortened by the Mayor (Chair) so that the number of persons wishing to speak may be accommodated within the time available.

- F. **Speak Only Once.** Second opportunities for the public to speak on the same issue will not be permitted unless mandated by state or local law. No speaker will be allowed to yield part or all of his/her time to another, and no speaker will be credited with time requested but not used by another.
- G. **Addressing the Council.** Comment and testimony are to be directed to the Mayor (Chair). Dialogue between and inquiries from citizens at the lectern and individual Council Members, members of staff, or the seated audience is not permitted. Council Members seeking to clarify testimony or gain additional information should direct their questions through the Mayor (Chair). Always speak from the microphone to ensure that all remarks are accurately and properly recorded. Only one speaker should be at the microphone at a time. Speakers are requested to state their full name, address and group affiliation, if any, before delivering any remarks.
- H. Agendas and minutes can be accessed at www.roelandpark.org or by contacting the City Clerk

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

Item Number: Public Hearing- -
Committee 12/16/2019
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 12/16/2018
Submitted By: Jennifer Jones-Lacy
Committee/Department: Finance
Title: 2019 Budget Amendment
Item Type:

Recommendation:

To approve the 2019 Budget Amendment as attached.

Details:

Attached is the 2019 Budget Amendment which includes increasing the budget authority for four funds. This is a process that the State of Kansas requires cities to complete if they believe they will need spending authority beyond what was originally adopted and sent with the 2019 Budget submission in July/August 2018. Below is a list of funds and the reasons behind the amendments.

- **Special Street Fund (27A)** - This fund had a budget authority of \$1.14 million in 2019 and we project the need for authority up to \$1.74 million. The reason for the increase is due to encumbrances from 2018 for CARS projects that continued into 2019, as well as expenditures for the Roe 2020 project for easement acquisition-related expenses. The original budget anticipated all Roe 2020 expenses in 2019 to be covered by the TIF 1 fund. However, expenses related to easement acquisitions outside of the TIF1 district are not eligible for TIF 1 reimbursement and therefore are being paid by the Special Street Fund. These two elements result in greater than originally expected expenditure in 2019. The ending fund balance will after the amendment will still be around \$168,000 per the original budget estimate.
- **Aquatic Center Fund** - This is a newly established fund in 2019 and as a result, the 2019 adopted budget did not contemplate this fund so the current budget authority is \$0. We are amending the budget to accommodate up to \$705,000 in expenditures for 2019. These expenses were originally budgeted in the General Fund.
- **TIF 2D - City Hall** - Similar to 27A, this fund will also cover a portion of the expenses associated with the Roe 2020 easement acquisitions. In addition, the Roe Lane project

required a General Fund subsidy to the TIF 2D fund to complete. The 2019 budget amendment for this fund includes a transfer to the General Fund, which was not originally planned until 2020. The original budget had spending authority up to \$473,000 and the amended budget will increase that to \$606,000 in 2019 affording an earlier than anticipated return of funds to the General Fund.

- **TIF 2C - Valley State Bank** - In this case, the City received additional property tax revenues beyond what was originally anticipated in the adopted budget. All revenues in this fund are turned over to the trustee at Security Bank to pay debt service on the bonds. In this case, we received more property taxes than budgeted in 2019. The amendment increases budget authority from \$35,000 to \$52,000. This TIF is set to expire February 1, 2020.

Even though the spending authority for these funds is increasing from the original adopted budget, the ending fund balance is expected to remain positive for the year. Staff still anticipates spending approximately the same amount in each fund as projected on the Roe 2020 project, we are only adjusting **when** we spend those funds. Please note, it's typical to show a \$0 ending fund balance when submitting the state form to ensure we have the maximum budget authority allowed per the state statute.

Financial Impact

Amount of Request: N/A	
Budgeted Item?	Budgeted Amount: N/a
Line Item Code/Description: N/A	

Additional Information

How does item relate to Strategic Plan?

N/A

How does item benefit Community for all Ages?

N/A

ATTACHMENTS:

Description	Type
2019 Budget Amendment	Cover Memo

Notice of Budget Hearing for Amending the 2019 Budget

The governing body of **City of Roeland Park** will meet 12/16/19 at 6 p.m. at City Hall to hear and answer objections of taxpayers relating to the proposed amended use of funds. Detailed budget information is available at City Hall and will be available at this hearing.

Fund	2019 Adopted Budget	2019 Proposed Amended Expenditures
	Expenditures	
Special Street 27A	1,144,923	1,741,678
Aquatic Center Fund	0	704,807
TIF 2D Fund	473,226	606,335
TIF 2C Fund	35,425	51,766

City of Roeland Park

2019

Adopted Budget

Special Street 27A	2019 Adopted Budget	2019 Proposed Budget
Unencumbered Cash Balance January 1	229,598	651,394
Receipts:		
Ad Valorem Tax		
Delinquent Tax		
Motor Vehicle Tax		
Recreational Vehicle Tax		
16/20M Vehicle Tax		
Sales Tax	958,705	909,969
CARS Grants	103,620	173,315
Interest on Idle Funds	1,500	7,000
Interest on Idle Funds		
Total Receipts	1,063,825	1,090,284
Resources Available:	1,293,423	1,741,678
Expenditures:		
Contractual Services	100,000	100,000
Capital Outlay	725,000	1,220,247
Transfers	300,000	285,000
Cash Forward	19,923	136,431
Total Expenditures	1,144,923	1,741,678
Unencumbered Cash Balance December 31	148,500	0

CPA Summary

City of Roeland Park

2019

Adopted Budget

Aquatic Center Fund	2019 Adopted Budget	2019 Proposed Budget
Unencumbered Cash Balance January 1	0	0
Receipts:		
Ad Valorem Tax		
Delinquent Tax		
Motor Vehicle Tax		
Recreational Vehicle Tax		
16/20M Vehicle Tax		
User Fees		153,416
Transfers In		551,391
Interest on Idle Funds		
Total Receipts	0	704,807
Resources Available:	0	704,807
Expenditures:		
Salaries	0	186,199
Contracted Services		232,131
Commodities		54,412
Capital Outlay		130,283
Cash Forward		101,782
Total Expenditures	0	704,807
Unencumbered Cash Balance December 31	0	0

CPA Summary

City of Roeland Park

2019

Adopted Budget

TIF 2D Fund	2019 Adopted Budget	2019 Proposed Budget
Unencumbered Cash Balance January 1	46,692	329,223
Receipts:		
Ad Valorem Tax		
Delinquent Tax		
Motor Vehicle Tax		
Recreational Vehicle Tax		
16/20M Vehicle Tax		
Taxes	303,534	269,112
Transfer In	122,000	
Interest on Idle Funds	1,000	8,000
Total Receipts	426,534	277,112
Resources Available:	473,226	606,335
Expenditures:		
Contracted Services	8,000	
Capital Outlay	245,000	303,445
Debt Service	172,890	172,890
Transfers Out		130,000
Tax Appeals	14,000	
Cash Forward	33,336	
Total Expenditures	473,226	606,335
Unencumbered Cash Balance December 31	0	0

CPA Summary

City of Roeland Park

2019

Adopted Budget

TIF 2C Fund	2019 Adopted Budget	2019 Proposed Budget
Unencumbered Cash Balance January 1	1	2,066
Receipts:		
Ad Valorem Tax		
Delinquent Tax		
Motor Vehicle Tax		
Recreational Vehicle Tax		
16/20M Vehicle Tax		
Taxes	35,425	46,600
Transfers In		3,000
Interest on Idle Funds		100
Total Receipts	35,425	49,700
Resources Available:	35,426	51,766
Expenditures:		
Contracted Services	2,500	2,562
Debt	32,925	49,204
Total Expenditures	35,425	51,766
Unencumbered Cash Balance December 31	1	0

CPA Summary

Item Number: Consent Agenda- II.-A.
Committee 12/16/2019
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **Appropriations Ordinance #940**
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
<input type="checkbox"/> Appropriations Ordinance #940	Cover Memo

The City of Roeland Park, Kansas

4600 West Fifty-First Street

Roeland Park, Kansas 66205

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

Thursday, December 12, 2019

Appropriation Ordinance -12/16/2019 - #940

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 16th day of December, 2019.

Attest:

City Clerk

Mayor

Total Appropriation Ordinance	\$	309,296.08
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There are sufficient funds in the General Fund to cover general fund expenditures.

Appropriation Ordinance -12/16/2019 - #940

Vendor	Dept	Acct #	Description	Invoice Description	Check /EFT Date	Amount	Chk #	Check Amount
Airgas USA, LLC	106	5318.106	Tools	9966894604	12/11/19	21.80	70212	21.80
All Star Awards & Ad Specialties, I	101	5267.101	Employee Related Expenses	501908174	12/11/19	35.00	70213	35.00
Balls Food Stores	101	5237.101	Community Events	33278	12/11/19	89.97	70214	336.26
Balls Food Stores	101	5237.101	Community Events	33283	12/11/19	25.13		
Balls Food Stores	101	5253.101	Public Relations	33279	12/11/19	188.26		
Balls Food Stores	101	5253.101	Public Relations	33283	12/11/19	15.37		
Balls Food Stores	101	5267.101	Employee Related Expenses	33283	12/11/19	17.53		
Black & McDonald	101	5220.101	Street Light Repair & Maintenance	761054433	12/11/19	1,807.85	70215	1,807.85
Occupational Health Centers of the	220	5207.220	Medical Expense & Drug Testing	1012025598	12/11/19	60.50	70216	60.50
Confluence, Inc.	101	5209.101	Professional Services	17918	12/11/19	7,382.31	70217	7,382.31
Cuzco Painting & Remodeling	101	4215.101	Building Permit	11/20/19 Refund	12/11/19	10.00	70218	10.00
John DeMoss	101	5209.101	Professional Services	1	12/11/19	100.00	70219	100.00
Joe Elder	101	5273.101	Neighbors Helping Neighbors	12/10/19	12/11/19	2,000.00	70220	2,000.00
Eligius Bronze	101	5283.101	RP Community Foundation Grant E	1015366	12/11/19	240.00	70221	240.00
Evergy	106	5290.106		1275 12/03/19	12/11/19	1,797.18	70222	1,797.18
Have Guns Will Rent	101	5237.101	Community Events	11/13/19	12/06/19	70.00	32479	70.00
Johnson County Wastewater	101	5288.101	Waste Water	11/27/19 Multipl	12/11/19	33.87	70223	2,696.61
Johnson County Wastewater	106	5288.106	Waste Water	11/27/19 Multipl	12/11/19	162.45		
Johnson County Wastewater	220	5288.220	Waste Water	11/27/19 Multipl	12/11/19	2,500.29		
Johnson County Park & Recreation	220	4275.220	Program Fees	5312019	12/11/19	(454.44)	70224	284,300.94
Johnson County Park & Recreation	220	4275.220	Program Fees	6032019	12/11/19	(12,790.31)		
Johnson County Park & Recreation	220	4275.220	Program Fees	7312019	12/11/19	(7,948.48)		
Johnson County Park & Recreation	220	4275.220	Program Fees	8312019	12/11/19	(972.64)		
Johnson County Park & Recreation	220	4276.220	Internal Program Revenue	7312019	12/11/19	(1,009.11)		
Johnson County Park & Recreation	220	4276.220	Internal Program Revenue	9302019	12/11/19	(14,801.00)		
Johnson County Park & Recreation	220	4277.220	Participation Fees	5312019	12/11/19	(2,551.47)		
Johnson County Park & Recreation	220	4277.220	Participation Fees	6032019	12/11/19	(29,175.12)		
Johnson County Park & Recreation	220	4277.220	Participation Fees	7312019	12/11/19	(33,426.06)		
Johnson County Park & Recreation	220	4277.220	Participation Fees	8312019	12/11/19	(21,758.42)		
Johnson County Park & Recreation	220	4277.220	Participation Fees	9302019	12/11/19	(1,374.68)		
Johnson County Park & Recreation	220	4279.220	Facility Rental	7312019	12/11/19	(690.50)		
Johnson County Park & Recreation	220	4279.220	Facility Rental	8312019	12/11/19	(16.50)		
Johnson County Park & Recreation	220	4290.220	Concession Revenue	5312019	12/11/19	(325.89)		
Johnson County Park & Recreation	220	4290.220	Concession Revenue	6032019	12/11/19	(4,884.76)		
Johnson County Park & Recreation	220	4290.220	Concession Revenue	7312019	12/11/19	(4,612.49)		
Johnson County Park & Recreation	220	4290.220	Concession Revenue	8312019	12/11/19	(902.83)		
Johnson County Park & Recreation	220	4290.220	Concession Revenue	9302019	12/11/19	(36.84)		
Johnson County Park & Recreation	220	4291.220	Retail Sales - Taxable	5312019	12/11/19	(52.00)		
Johnson County Park & Recreation	220	4291.220	Retail Sales - Taxable	6032019	12/11/19	(1.83)		

Johnson County Park & Recreation 220	4291.220 Retail Sales - Taxable	7312019	12/11/19	(26.79)
Johnson County Park & Recreation 220	4292.220 Taxable Sales Discounts (contract)	6032019	12/11/19	3.01
Johnson County Park & Recreation 220	4292.220 Taxable Sales Discounts (contract)	7312019	12/11/19	1.09
Johnson County Park & Recreation 220	4292.220 Taxable Sales Discounts (contract)	8312019	12/11/19	0.27
Johnson County Park & Recreation 220	5101.220 Salaries - Regular	5312019	12/11/19	32,865.95
Johnson County Park & Recreation 220	5101.220 Salaries - Regular	6032019	12/11/19	19,669.44
Johnson County Park & Recreation 220	5101.220 Salaries - Regular	7312019	12/11/19	4,438.12
Johnson County Park & Recreation 220	5101.220 Salaries - Regular	8312019	12/11/19	(8,454.51)
Johnson County Park & Recreation 220	5101.220 Salaries - Regular	9302019	12/11/19	2,887.33
Johnson County Park & Recreation 220	5104.220 Salaries - Part-time	5312019	12/11/19	18,672.27
Johnson County Park & Recreation 220	5104.220 Salaries - Part-time	6032019	12/11/19	47,313.58
Johnson County Park & Recreation 220	5104.220 Salaries - Part-time	7312019	12/11/19	38,913.17
Johnson County Park & Recreation 220	5104.220 Salaries - Part-time	8312019	12/11/19	21,113.77
Johnson County Park & Recreation 220	5104.220 Salaries - Part-time	9302019	12/11/19	2,311.96
Johnson County Park & Recreation 220	5120.220 Cell Phone Allowance	5312019	12/11/19	209.30
Johnson County Park & Recreation 220	5120.220 Cell Phone Allowance	6032019	12/11/19	90.00
Johnson County Park & Recreation 220	5120.220 Cell Phone Allowance	7312019	12/11/19	45.00
Johnson County Park & Recreation 220	5120.220 Cell Phone Allowance	8312019	12/11/19	(90.00)
Johnson County Park & Recreation 220	5120.220 Cell Phone Allowance	9302019	12/11/19	45.00
Johnson County Park & Recreation 220	5126.220 Health/Dental/Vision Insurance	5312019	12/11/19	2,023.00
Johnson County Park & Recreation 220	5201.220 Electric	5312019	12/11/19	2,809.58
Johnson County Park & Recreation 220	5201.220 Electric	6032019	12/11/19	1,487.65
Johnson County Park & Recreation 220	5201.220 Electric	7312019	12/11/19	3,395.10
Johnson County Park & Recreation 220	5201.220 Electric	8312019	12/11/19	3,432.46
Johnson County Park & Recreation 220	5201.220 Electric	9302019	12/11/19	4,955.88
Johnson County Park & Recreation 220	5202.220 Telephone	5312019	12/11/19	2,365.86
Johnson County Park & Recreation 220	5202.220 Telephone	6032019	12/11/19	304.59
Johnson County Park & Recreation 220	5202.220 Telephone	7312019	12/11/19	339.52
Johnson County Park & Recreation 220	5202.220 Telephone	8312019	12/11/19	(260.33)
Johnson County Park & Recreation 220	5203.220 Printing & Advertising	5312019	12/11/19	558.99
Johnson County Park & Recreation 220	5203.220 Printing & Advertising	6032019	12/11/19	588.94
Johnson County Park & Recreation 220	5203.220 Printing & Advertising	9302019	12/11/19	79.74
Johnson County Park & Recreation 220	5206.220 Travel Expense & Training	5312019	12/11/19	1,685.11
Johnson County Park & Recreation 220	5206.220 Travel Expense & Training	6032019	12/11/19	694.00
Johnson County Park & Recreation 220	5206.220 Travel Expense & Training	7312019	12/11/19	98.51
Johnson County Park & Recreation 220	5206.220 Travel Expense & Training	8312019	12/11/19	298.49
Johnson County Park & Recreation 220	5207.220 Medical Expense & Drug Testing	5312019	12/11/19	722.00
Johnson County Park & Recreation 220	5207.220 Medical Expense & Drug Testing	6032019	12/11/19	342.00
Johnson County Park & Recreation 220	5207.220 Medical Expense & Drug Testing	7312019	12/11/19	38.00
Johnson County Park & Recreation 220	5207.220 Medical Expense & Drug Testing	8312019	12/11/19	304.00
Johnson County Park & Recreation 220	5209.220 Professional Services	9302019	12/11/19	228.00
Johnson County Park & Recreation 220	5210.220 Maintenance & Repair Building	5312019	12/11/19	14,385.27
Johnson County Park & Recreation 220	5210.220 Maintenance & Repair Building	6032019	12/11/19	4,070.87

Johnson County Park & Recreation 220	5210.220 Maintenance & Repair Building	7312019	12/11/19	7,854.00
Johnson County Park & Recreation 220	5210.220 Maintenance & Repair Building	9302019	12/11/19	3,800.50
Johnson County Park & Recreation 220	5214.220 Other Contracted Services	5312019	12/11/19	3,135.59
Johnson County Park & Recreation 220	5214.220 Other Contracted Services	6032019	12/11/19	3,019.84
Johnson County Park & Recreation 220	5214.220 Other Contracted Services	6032019	12/11/19	22.00
Johnson County Park & Recreation 220	5214.220 Other Contracted Services	7312019	12/11/19	44.00
Johnson County Park & Recreation 220	5214.220 Other Contracted Services	8312019	12/11/19	2,967.10
Johnson County Park & Recreation 220	5214.220 Other Contracted Services	9302019	12/11/19	44.00
Johnson County Park & Recreation 220	5223.220 Pool Management Fee	6032019	12/11/19	15,147.40
Johnson County Park & Recreation 220	5223.220 Pool Management Fee	7312019	12/11/19	15,147.40
Johnson County Park & Recreation 220	5223.220 Pool Management Fee	8312019	12/11/19	15,147.40
Johnson County Park & Recreation 220	5223.220 Pool Management Fee	9302019	12/11/19	15,147.40
Johnson County Park & Recreation 220	5229.220 Permits	5312019	12/11/19	280.00
Johnson County Park & Recreation 220	5229.220 Permits	6032019	12/11/19	75.00
Johnson County Park & Recreation 220	5266.220 Computer Software	6032019	12/11/19	200.79
Johnson County Park & Recreation 220	5287.220 Water	5312019	12/11/19	501.61
Johnson County Park & Recreation 220	5287.220 Water	6032019	12/11/19	2,666.03
Johnson County Park & Recreation 220	5287.220 Water	7312019	12/11/19	4,698.02
Johnson County Park & Recreation 220	5287.220 Water	9302019	12/11/19	1,717.54
Johnson County Park & Recreation 220	5288.220 Waste Water	5312019	12/11/19	499.08
Johnson County Park & Recreation 220	5288.220 Waste Water	6032019	12/11/19	3,674.26
Johnson County Park & Recreation 220	5288.220 Waste Water	7312019	12/11/19	4,848.41
Johnson County Park & Recreation 220	5288.220 Waste Water	8312019	12/11/19	1,649.65
Johnson County Park & Recreation 220	5288.220 Waste Water	9302019	12/11/19	2,413.14
Johnson County Park & Recreation 220	5289.220 Natural Gas	5312019	12/11/19	1,769.46
Johnson County Park & Recreation 220	5289.220 Natural Gas	6032019	12/11/19	505.34
Johnson County Park & Recreation 220	5289.220 Natural Gas	7312019	12/11/19	230.93
Johnson County Park & Recreation 220	5289.220 Natural Gas	8312019	12/11/19	78.17
Johnson County Park & Recreation 220	5289.220 Natural Gas	9302019	12/11/19	78.17
Johnson County Park & Recreation 220	5301.220 Office Supplies	5312019	12/11/19	107.80
Johnson County Park & Recreation 220	5301.220 Office Supplies	6032019	12/11/19	60.12
Johnson County Park & Recreation 220	5301.220 Office Supplies	7312019	12/11/19	402.04
Johnson County Park & Recreation 220	5301.220 Office Supplies	9302019	12/11/19	104.22
Johnson County Park & Recreation 220	5302.220 Motor Fuels & Lubricants	5312019	12/11/19	90.49
Johnson County Park & Recreation 220	5304.220 Janitorial Supplies	5312019	12/11/19	6.98
Johnson County Park & Recreation 220	5304.220 Janitorial Supplies	6032019	12/11/19	2,355.42
Johnson County Park & Recreation 220	5304.220 Janitorial Supplies	8312019	12/11/19	169.46
Johnson County Park & Recreation 220	5304.220 Janitorial Supplies	9302019	12/11/19	5.48
Johnson County Park & Recreation 220	5305.220 Dues, Subscriptions, & Books	5312019	12/11/19	299.00
Johnson County Park & Recreation 220	5306.220 Materials	5312019	12/11/19	734.37
Johnson County Park & Recreation 220	5306.220 Materials	7312019	12/11/19	28.22
Johnson County Park & Recreation 220	5306.220 Materials	8312019	12/11/19	3,493.08
Johnson County Park & Recreation 220	5306.220 Materials	9302019	12/11/19	551.91

Johnson County Park & Recreation	220	5307.220	Other Commodities	5312019	12/11/19	263.75		
Johnson County Park & Recreation	220	5307.220	Other Commodities	6032019	12/11/19	2,841.68		
Johnson County Park & Recreation	220	5307.220	Other Commodities	7312019	12/11/19	2,069.54		
Johnson County Park & Recreation	220	5308.220	Clothing & Uniforms	6032019	12/11/19	1,569.73		
Johnson County Park & Recreation	220	5308.220	Clothing & Uniforms	8312019	12/11/19	274.58		
Johnson County Park & Recreation	220	5312.220	Grounds Supplies and Equipment	5312019	12/11/19	726.50		
Johnson County Park & Recreation	220	5312.220	Grounds Supplies and Equipment	6032019	12/11/19	200.00		
Johnson County Park & Recreation	220	5312.220	Grounds Supplies and Equipment	7312019	12/11/19	7.98		
Johnson County Park & Recreation	220	5313.220	Safety Supplies/Equip	5312019	12/11/19	57.86		
Johnson County Park & Recreation	220	5313.220	Safety Supplies/Equip	6032019	12/11/19	218.76		
Johnson County Park & Recreation	220	5313.220	Safety Supplies/Equip	8312019	12/11/19	275.65		
Johnson County Park & Recreation	220	5318.220	Tools	5312019	12/11/19	98.10		
Johnson County Park & Recreation	220	5318.220	Tools	6032019	12/11/19	17.92		
Johnson County Park & Recreation	220	5325.220	Concessions food and supplies	5312019	12/11/19	648.10		
Johnson County Park & Recreation	220	5326.220	Chemicals	6032019	12/11/19	5,908.91		
Johnson County Park & Recreation	220	5326.220	Chemicals	7312019	12/11/19	1,802.25		
Johnson County Park & Recreation	220	5326.220	Chemicals	8312019	12/11/19	3,564.75		
Johnson County Park & Recreation	220	5326.220	Chemicals	9302019	12/11/19	2,476.65		
Johnson County Park & Recreation	220	5442.220	Building Improvement	5312019	12/11/19	51,302.55		
Johnson County Park & Recreation	220	5442.220	Building Improvement	6032019	12/11/19	97.42		
Johnson County Park & Recreation	220	5442.220	Building Improvement	7312019	12/11/19	132.06		
Johnson County Park & Recreation	220	5442.220	Building Improvement	8312019	12/11/19	129.62		
Johnson County Park & Recreation	220	5442.220	Building Improvement	9302019	12/11/19	6,675.94		
Ka-Comm., Inc.	102	5211.102	Maintenace & Repair Equipment	171531	12/11/19	23.33	70225	23.33
KAW Valley Engineering Inc.	270	5430.270	Residential Street Reconstruction	C32262	12/11/19	1,333.00	70226	1,333.00
Key Equipment & Supply	106	5211.106	Maintenace & Repair Equipment	258666	12/11/19	332.75	70227	357.26
Key Equipment & Supply	106	5211.106	Maintenace & Repair Equipment	258715	12/11/19	24.51		
The Legal Record	101	5204.101	Legal Printing	L82756	12/11/19	16.11	70228	45.92
The Legal Record	101	5204.101	Legal Printing	L83565	12/11/19	29.81		
Midwest Heating & Cooling	101	4265.101	Business Occupational Licenses	12/10/19 Ovrpmt	12/11/19	85.00	70229	85.00
Missouri Organic	115	5235.115	Disposal Fees	6720	12/11/19	150.00	70230	2,775.00
Missouri Organic	115	5235.115	Disposal Fees	6778	12/11/19	225.00		
Missouri Organic	115	5235.115	Disposal Fees	7110	12/11/19	525.00		
Missouri Organic	115	5235.115	Disposal Fees	7155	12/11/19	525.00		
Missouri Organic	115	5235.115	Disposal Fees	7198	12/11/19	300.00		
Missouri Organic	115	5235.115	Disposal Fees	7272	12/11/19	300.00		
Missouri Organic	115	5235.115	Disposal Fees	7322	12/11/19	375.00		
Missouri Organic	115	5235.115	Disposal Fees	7356	12/11/19	375.00		
Municode	101	5214.101	Other Contracted Services	337350	12/11/19	275.00	70231	275.00
Kelley Nielsen	105	5206.105	Travel Expense & Training	10/29-12/19 Mile	12/11/19	63.80	70232	63.80
Custodian of Petty Cash	101	5205.101	Postage & Mailing Permits	10/17-1/19	12/11/19	6.91	70233	97.82
Custodian of Petty Cash	106	5206.106	Travel Expense & Training	10/17-1/19	12/11/19	78.93		
Custodian of Petty Cash	106	5262.106	Grounds Maintenance	10/17-1/19	12/11/19	11.98		

Pitney Bowes Global Financial Ser	101	5205.101	Postage & Mailing Permits	3310141285	12/11/19	174.24	70234	174.24
Emilio Rodriguez-Arriaga	103	4410.103	Fine	12/2/19 Overpmt	12/11/19	30.00	70235	30.00
Roeland Park Community Founda	101	5283.101	RP Community Foundation Grant Ex	12/11/19 Ck.Req	12/11/19	1,050.00	70236	1,050.00
Santa Fe Tow Service, Inc.	106	5211.106		445618	12/11/19	350.00	70237	350.00
Mary Schulties	101	5237.101	Community Events	11/8-12/7/19 Exp	12/11/19	52.48	70238	142.34
Mary Schulties	101	5283.101	RP Community Foundation Grant Ex	11/8-12/7/19 Exp	12/11/19	89.86		
Sturges Word Communications, In	101	5209.101		1363	12/11/19	1,250.00	70239	1,250.00
Vance Brothers	106	5421.106	Street Maintenance	IG00000200	12/11/19	87.50	70240	87.50
Walmart	102	5236.102	Community Policing	6835 12/12/19	12/11/19	168.61	70241	168.61
Christine Webster	101	5237.101	Community Events	12/4/19 Exp	12/11/19	31.24	70242	31.24
Waste Management	300	5470.300	Park Maint/Infrastructure	5820348570	12/11/19	97.57	70243	97.57
						\$	309,296.08	

Item Number: Consent Agenda- II.-B.
Committee 12/16/2019
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **Special Called Council Minutes December 9, 2019**
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
❏ Special Called Council Minutes December 9, 2019	Cover Memo

**CITY OF ROELAND PARK, KANSAS
SPECIAL COUNCIL MEETING MINUTES
Roeland Park City Hall
4600 W 51st Street, Roeland Park, KS 66205
Monday, December 9, 2019 6:00 P.M.**

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

Admin
Madigan
Thompson

Finance
Faidley
McCormack

Safety
Janssen
Poppa

Public Works
Hill
Kelly

(Roeland Park Council Meeting Called to Order)

PLEDGE OF ALLEGIANCE

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

ROLL CALL

City Clerk Nielsen called the roll. All Governing Body members were present. Staff members present were City Administrator Moody, Assistant City Administrator Jones-Lacy, Public Works Director Scharff, Police Chief Morris, City Clerk Nielsen, and City Attorney Mauer.

MODIFICATION TO THE AGENDA

There were no modifications to the agenda.

I. CONSENT AGENDA

- A. Appropriations Ordinance #939**
- B. Council Minutes November 18, 2019**
- C. Adopt Proposed 2020 Pay Scale**

MOTION: CMBR POPPA MOVED AND CMBR JANSSEN SECONDED TO ADOPT THE CONSENT AGENDA AS PRESENTED. (CARRIED 8-0)

II. BUSINESS FROM THE FLOOR

A. Applications/Presentations

- 1. Presentation on Community Center Interior and Exterior Design Project**

Allison Vandever with SFS Architecture made a presentation on the outcome of the Roeland Park Community Center Concept Improvement Study. She said SFS was tasked with evaluating the facility, doing a visual assessment of the existing building and reviewing the existing accessibility survey previously done. Throughout conceptual design process they wanted to assess the practical assets of the Community

Center so it will continue to support a sense of community as well as increase the usage and wellness of the center by developing more of a Kansas feel.

At their kick off meeting the committee members provided feedback that an upgrade should make the most of the Community Center space as well as provide for a common area. It was also noted that the fitness center has a loyal base and they recently launched a Silver Sneakers program. They also discussed what would make the space successful as they toured the building to see how it is currently being used.

SFS took the information gained to produce preliminary alternatives as well as two or three concepts to discuss. The document they prepared is attached in the agenda packet and includes visual assessments and an overview of what was observed. They confirmed the concept direction with the committee and generated renderings which are also in the packet.

Ms. Vandever provided an overview of the building's interior and exterior items and provided samples for exterior features. She also showed renderings of a new marquee entryway sign and lighting as well as an interior floorplan layout and features.

With regard to budgeting they wanted to be conservative with the scope of work and estimated it to be between \$2.9 and \$3.1 million. She also said the project could be taken on in whole or through a phased approach.

Mayor Kelly thanked everyone on the committee for the time and the intent they put into the process. He also thanked SFS and said they made a good choice in their City architect. He added that the patio looks remarkable.

Mayor Kelly asked if they looked at the multi-purpose room and if any improvements might increase desirability of rentals. Ms. Vandever said the estimate provided did include new finishes as well as some new lighting and painting.

CMBR Faidley, who was on the committee, said they did discuss a warming kitchen or a caterer's kitchen versus a full-sized commercial kitchen and the size of the space, as well as possible improvements to the Daycare facility.

CMBR Madigan remarked how dark the north parking lot currently is at night.

Mayor Kelly said he was looking forward to work together with SFS on this project.

2. Committee Report - Parks

Parks Committee member Laura Yankoviz said the committee is grateful to the outgoing Councilmembers for the work that they have done on behalf of the Parks Committee. She also said she is excited to work with the new and existing Councilmembers and is also looking forward to meeting the new Parks and Recreation superintendent in January.

She noted that some of the major successes in 2019 were both the level of collaboration with other committees as well the progress on major projects and objectives such as the pavilion and restroom in R Park and the amenities of Roe House at Nall Park.

She said there has been an increase of art in the parks, which has been a huge success, but now Parks is grappling with the landscaping and cost of maintenance. She said they are not going to be able to continue in 2020 and Parks will need to work with the Arts committee, the City and the City Council to address this. Another issue Parks will continue researching into 2020 is the need for a budget for both tree health and maintenance.

Ms. Yankoviz said that Cooper Creek park champions will begin meeting in January to research recommendations for improvement to the park such as natural elements, benches, and art. She said they are excited to have another park with champion citizens as this will be a primary gateway when Roe 2020 is complete.

Nall Park had a successful trail work day and they are already planning another one for the spring. New amenities at the park include picnic tables, benches and trash bins that will be installed this winter. There is also a new art piece on site for the rain garden and is pending a final location with anticipated installation and landscaping to be done in the spring.

R Park Phase 1 is moving along with Parks providing recommendations on design as requested. Parks has also worked to balance aesthetics and value engineering in the designs that will be ultimately be presented to Council. There is also a new art piece for R Park in addition to the "See Red Run." Landscaping costs, designs and maintenance around both art sculptures are actively being discussed going forward. The Parks committee is also working with Arts on the need to incorporate the cost for landscaping and at least a year of maintenance into the budget.

Sweany Park will have new dual trash/recycle bins installed in 2020. They were originally purchased for Nall Park but not utilized there. There has been some discussion around new benches and amenities such as picnic tables, landscaping, or a piece of play equipment for the park. They would like to see as many updates to this park as budget allows. The committee may need submit an objective for 2021 as Sweany improvements progress.

Ms. Yankoviz said there are no new updates at Carpenter Park or the Juniper pocket park.

III. MAYOR'S REPORT

No report was given.

IV. Workshop and Committee Reports

No reports were given.

V. Reports of City Liaisons

A. Ad Hoc Development Committee

The minutes from the meeting are attached to the packet.

VI. Unfinished Business

A. Dedication of Public Land for Sunflower Medical Final Plat

Mayor Kelly said that now that the property has been annexed by the City of Roeland Park they need to plat the property.

Ms. Jones-Lacy said the Planning Commission approved the plat and the Council now needs to approve dedication of the easement.

MOTION: CMBR POPPA MOVED AND CMBR JANSSEN SECONDED TO APPROVE THE DEDICATION OF PUBLIC EASEMENTS FOR THE SUNFLOWER MEDICAL FINAL PLAT. (MOTION CARRIED 8-0)

B. Amend Land Sale Agreement with Sunflower

The purchaser of the property has asked for an accommodation to be made for the benchmarks within the land sale agreement as it relates to vertical construction, but the closing date, 12/12/2019, will remain the same.

City Administrator Moody said the amendment provides a 50-day increase to the deadline for vertical construction. An existing overhead electric circuit that bisects the property needs to be relocated underground. Grading the land and relocating the circuit must be completed before they begin excavation for the footings.

MOTION: CMBR MCCORMACK MOVED AND CMBR FAIDLEY SECONDED TO AMEND THE LAND SALE AGREEMENT AS PRESENTED. (MOTION CARRIED 8-0)

C. Construction Administration and Inspection Services Agreement for Roe 2020

Mayor Kelly said that George Butler Associates (GBA) has been the City's engineer and is an approved contractor through KDOT.

Public Works Director Scharff added they budgeted for \$400,000 and GBA came in a little over \$350,000.

MOTION: CMBR KELLY MOVED AND CMBR HILL SECONDED TO APPROVE THE CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES AGREEMENT FOR ROE 2020 PROJECT WITH GBA. (MOTION CARRIED 8-0)

D. Approve Agreement with CivicRec for Recreation Management Software

Mayor Kelly said the scope and fee document, service agreement document and implementation timeline are all attached in the packet. The city attorney has reviewed and approved the documents. He added that the RFP process had a unanimous recommendation from panel.

CMBR Faidley asked what the timeline was for implementation of the new software.

Jessica Kehler, CivicRec Account Executive, stated the timeline would begin with the implementation process as soon as the agreement is signed with a target completion date for the end of March 2020.

City Administrator Moody said they will begin selling pool memberships April 1st, so the goal is to be complete with installation, training and operational in time. It is a web-based system and the paperwork transaction can be completed online, but a photograph and membership card will still need to be done in-person.

CMBR Janssen asked how they will determine residents and non-resident status if people are applying online.

City Administrator Moody said he has talked with Anthony Nichols who will be the new Parks and Recreation Superintendent. Mr. Moody has been including him in on e-mails and this will be his focus when he begins on January 6th.

MOTION: CMBR POPPA MOVED AND CMBR HILL SECONDED TO APPROVE THE SCOPE AND FEES AND THE SERVICE AGREEMENT CIVIC REC FOR RECREATION SOFTWARE. (MOTION CARRIED 8-0)

E. 2020 Budget Document Presentation

Mayor Kelly said the information has been compiled and included for review in the packet.

Ms. Jones-Lacy said the document is 95 percent complete and they want to address criteria requested by the GFOA award submittal from last year. They have included an additional document for the CIP with detailed pages for 2020 projects. They also want to add an appendix for a glossary of terms. She also remarked on the quality of photos from the photo contest that were added to the report.

F. Approve Purchase of Replacement Tables for Community Center

Mayor Kelly detailed the purchase request to be 10 new 60-inch round tables and two table trucks for the Community Center at a cost of \$7,608.

MOTION: CMBR THOMPSON MOVED AND CMBR MADIGAN SECONDED TO APPROVE PURCHASING TEN NEW 60-INCH ROUND TABLES AND TWO TABLE TRUCKS FOR THE COMMUNITY CENTER AT A COST NOT TO EXCEED \$7,608. (MOTION CARRIED 8-0)

G. Agreement with Mission Concerning Terms of Annexation

Mayor Kelly thanked CMBRS Thompson and Kelly for negotiating with the City of Mission for this process and said he appreciated their patience and effort on behalf of Roeland Park. He added the recommendation for compensation terms related to the annexation agreement are in the packet.

CMBR Hill said it is important to keep up a good relationship with Mission, but does not believe they should pay them for their relationship. When the negotiations first started they wanted \$120,000 in back pay for a light that Roeland Park had not agreed to pay for. Now, they have changed the payment to what the land will be worth once Roeland Park develops it. She said that she believes \$65,000 is a lot of money to pay their neighbor and did not feel that she would be able to support this, nor did she think it is responsible.

CMBR Faidley asked about the payment schedule. City Administrator Moody said the \$64,602 amount will be broken into two equal payments, one being made in June of 2020, the other one in June 2021.

CMBR Janssen echoed a lot of the same sentiments of CMBR Hill. He appreciates the effort of the negotiations but is not pleased with the outcome. He said if they are using 18½ years as their timeline, then the City should have 18 ½ years to pay. He also said it did not seem fair to front load 18½ years of personal property taxes and stormwater fees.

CMBR McCormack asked how they arrived at this number and how much discussion there was.

CMBR Kelly there was significant back and forth in the meetings they had with the representatives from Mission. The goal was to get to a compromise. As far as a term of an 18-year discussion there was a concern that future councils might not honor the agreement. He said they have to pay it and they might as well get it over it.

CMBR Thompson added that they did propose the 18 years. She said this money will be coming back to the City, it is just not front-loaded as CMBR Janssen said. But they will be earning it back as they collect the stormwater fee and the property taxes on the site.

CMBR Madigan said that CMBR Kelly and CMBR Thompson were selected because of their negotiation skills and the Council gave them their trust. He said it has been his experience that when you charge someone to work out an agreement that is what you accept. He is not happy about the outcome, but CMBRS Thompson and Kelly know firsthand what's going on and he would support the vote.

CMBR Hill reiterated that this was land that Roeland Park owns and has already purchased.

CMBR Kelly said that is true, but it is Mission's taxing authority. He said they are not only gaining taxes for next the 18½ years but into the future as well. He said he feels it is a fair compromise.

CMBR Janssen added that the stepped up value is based on the City's development on their site.

CMBR McCormack thanked them for their work. She said she sees all sides but knows it had to be done.

CMBR Madigan said this has been discussed enough and wanted to call the question.

MOTION: CMBR THOMPSON MOVED AND CMBR KELLY SECONDED TO APPROVE THE COMPENSATION TERMS RELATED TO THE ANNEXATION OF THE PLANNED NORTHEAST JOHNSON AND ROE AS DETAILED IN THE ANNEXATION AGREEMENT ATTACHED TO THE AGENDA. (MOTION CARRIED 6-2 WITH CMBRS JANSSEN AND HILL VOTING NO.)

Mayor Kelly said that vote officially concluded the business of the Council that was sworn in 2018.

VII. New Business

A. Swearing In of Newly-Elected Officials

Mayor Kelly said he wanted to recognize and thank those who have served for more than four years as Governing Body officials based on the state's change, and said they appreciate their patience as well as their dedication to the City. He said it was his honor and privilege to work with each and every one of them.

CMBR Janssen said serving on the Council over the last 4½ years provided him with some of the most fulfilling experiences he has ever had. He also thanked his wife and family for their support. He thanked the City staff for their professionalism and dedication to the City. He congratulated the Councilmembers-elect and said that he leaves satisfied that through his time on the Council he is a better resident of Roeland Park from the experience.

CMBR Thompson thanked her fellow Councilmembers and congratulated the newly-elected Councilmembers. She also thanked the staff for their hard work over her tenure and said it has been an honor and a great joy and experience to serve on the Council for Roeland Park. She is impressed that R Park looks like a different park than when they started. They have new development going in and property values continue to increase which has allowed them to decrease the mill levy. She thanked CMBR Janssen and CMBR Poppa for serving with her for that time and thanked everyone for letting her serve.

CMBR Poppa said he is a strong believer in the campsite rule, you leave a place better than you found it and he believes this Governing Body did that. He thanked City staff, the residents, friends, committees and the Governing Body members as well as his husband who supported him throughout his time on the Council. He said it has been an amazing experience and one that he will not soon forget. He concluded that it has been an honor to serve Roeland Park.

(Applause and photographs were taken.)

(Mayor Kelly presented gifts to the outgoing Councilmembers)

Mayor Kelly said he excited to work with the new Councilmembers and to continue to work on the foundation that has been laid, but also to build upon the expectations that the citizens have set for them.

City Clerk Nielsen swore in the following Councilmembers:

Jan Faidley - Ward 1
Benjamin Dickens - Ward 2
Trisha Brauer - Ward 3
Michael Rebne - Ward 4

(Applause)

Mayor Kelly invited everyone to stay for the reception for the departing and new Councilmembers.

VIII. Ordinances and Resolutions.

No ordinances or resolutions were presented.

IX. Workshop Items:

No Workshop Items were discussed.

X. Adjournment

MOTION: CMBR HILL MOVED AND CMBR DICKENS SECONDED TO ADJOURN. (MOTION CARRIED 8-0)

(Roeland Park Special Council Meeting Adjourned)

Kelley Nielsen, City Clerk

Mike Kelly, Mayor

Item Number: Applications/Presentations- A.-1.
Committee 12/16/2019
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 12/12/2019
Submitted By: Keith Moody
Committee/Department:
Title: **Regional Housing Summit Project- Presentation by Lauren Palmer**
Item Type: Presentation

Recommendation:

Staff has arranged for Lauren Palmer with MARC to provide a presentation on the Regional Housing Summit results. Roeland Park sponsored this project. No action is anticipated.

Details:

The link below takes you to the MARC page with has a video that provides rational for the project as well as an overview of the process:

<https://www.marc.org/Government/First-Suburbs-Coalition>

The link below takes you to the summary report for the Regional Housing Summit project:

https://www.marc.org/Community/First-Suburbs-Coalition/Assets/NLCReportFINAL_2019-11-11.aspx

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

The project provides insight on where Roeland Park may lack availability in different housing cost categories.

How does item benefit Community for all Ages?

The Regional Housing Summit reported on the available workforce housing within Roeland Park as well as throughout the Kansas City region.

ATTACHMENTS:

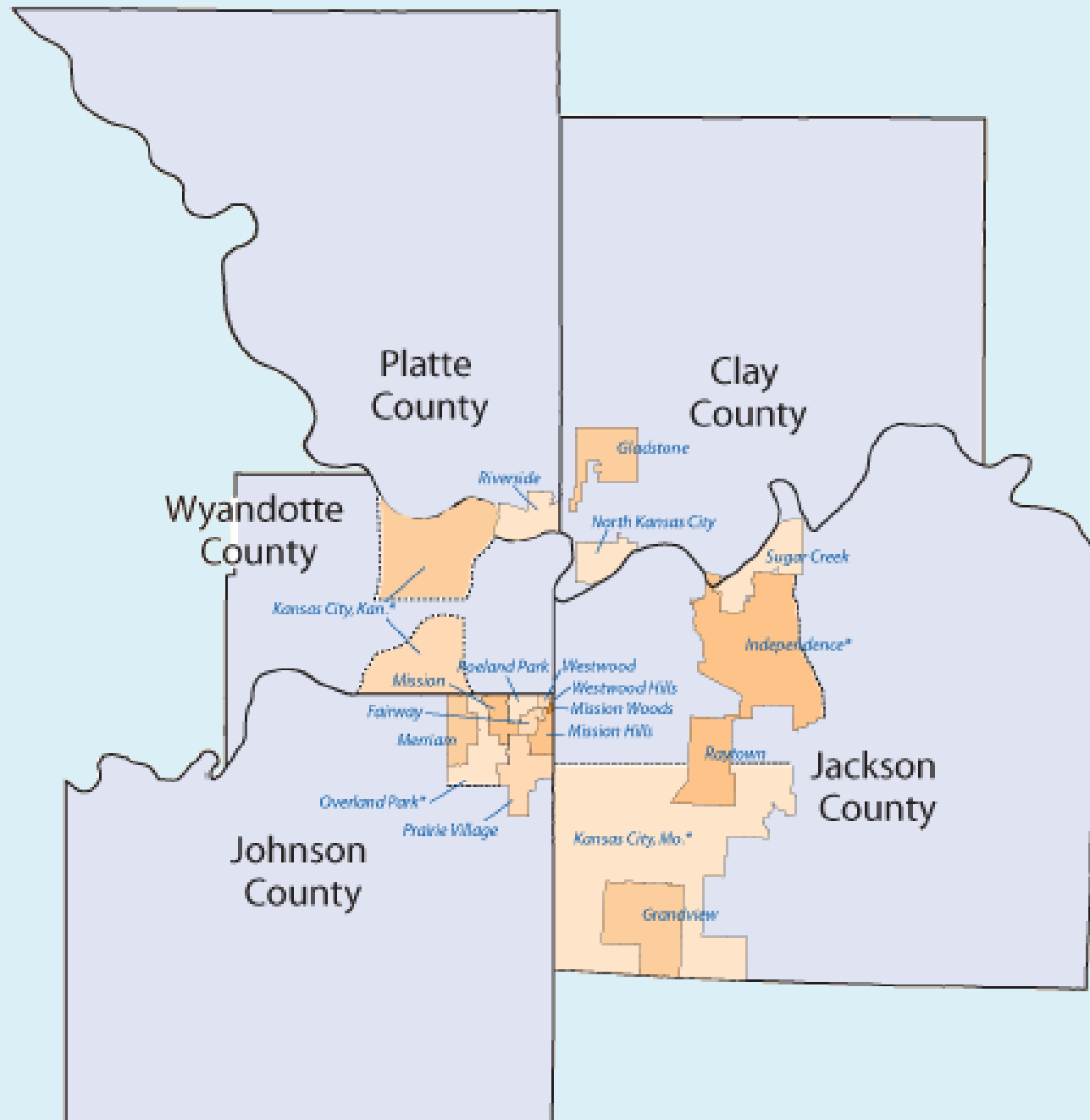
Description	Type
 Regional Housing Summit Presentation - Roeland Park - 12-16-19	Cover Memo

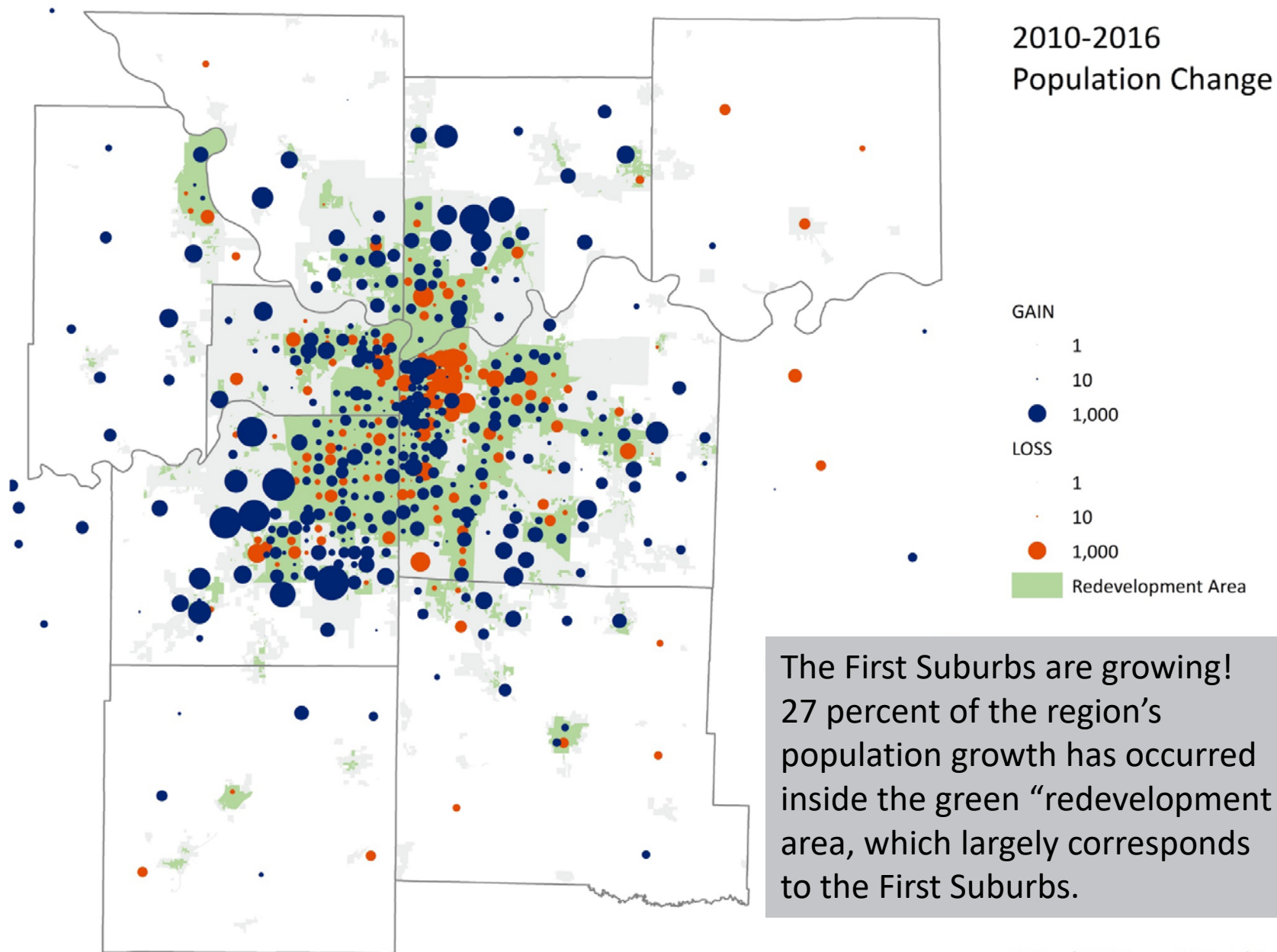


Regional Housing Summit Report Review

**City of Roeland Park
December 16, 2019**









FIRST SUBURBS COALITION

Regional Housing Summit

Friday, July 19, 2019
Gladstone Community Center

Presented by...



TIP strategies



Terminology

Workforce Housing

- Housing associated with an income range.
- As defined by ULI, workforce housing is [affordable to people earning 60-120% of the area median income](#). Income ranges are adjusted for family size and can be flexible, depending on the local real estate and labor market.

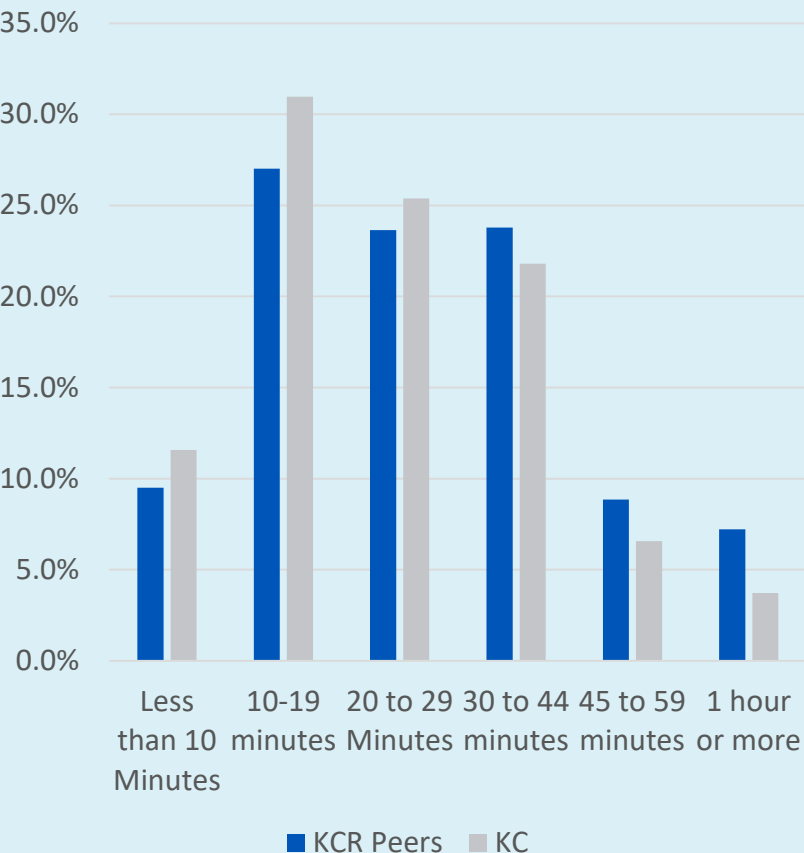
Affordable Housing

- How much a household spends on housing.
- As defined by the US Department of Housing and Urban Development, housing is affordable when [30% or less of a household's income is spent on housing](#).
- According to the Center for Neighborhood Technology, households should [spend less than 45% of income on housing and transportation](#).

Commute Time Comparison

Kansas City MSA vs KC Rising Peers

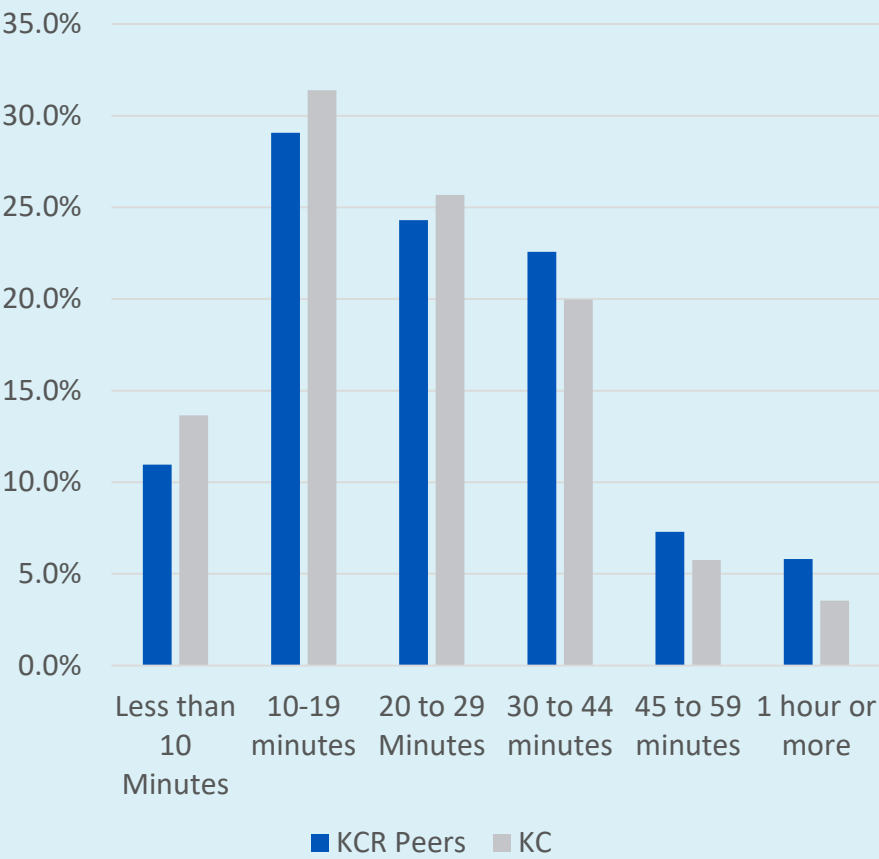
Commute Times 2010



Median Commute:

KC Rising Peers 24 minutes
Kansas City MSA 22 minutes

Commute Times 2018

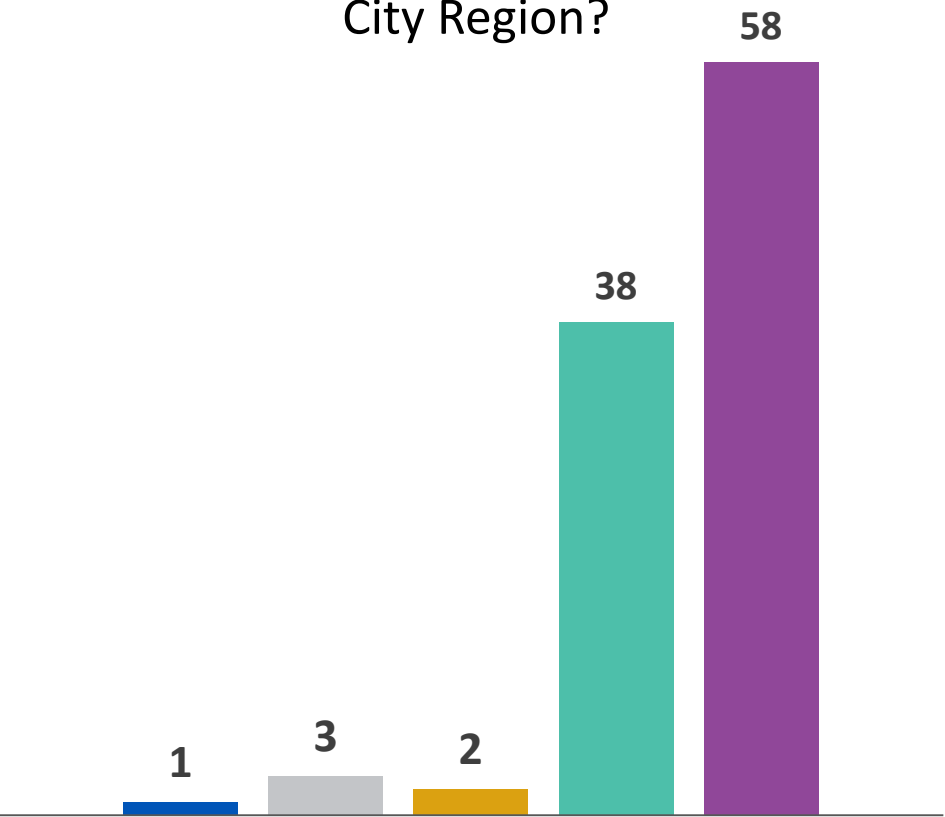


Median Commute:

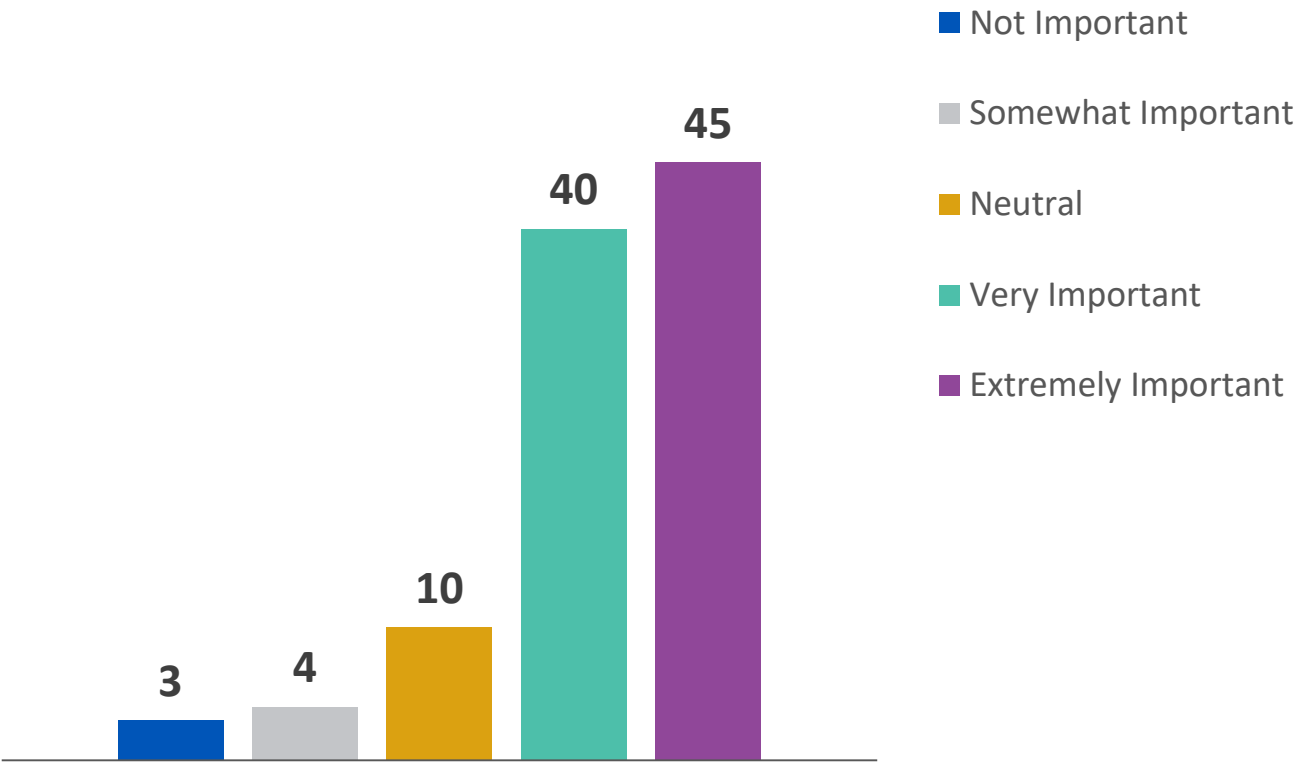
KC Rising Peers 23 minutes
Kansas City MSA 21 minutes

Survey: Workforce Housing is a High Priority

How important is it to have workforce housing available in the greater Kansas City Region?



How important is it to have workforce housing available in your community?



Survey: Barriers to Expanding Workforce Housing

MORE IMPACT



LESS IMPACT

- 1. High cost of infill or redevelopment**
2. Concern of negative impacts on community character
3. Competition for resources with other priorities
4. Infrastructure limitations and costs
5. Lack of knowledge about how to affect change
6. Development requirements
7. Inadequate land for development



National Trends in Housing

- Incomes are not increasing as quickly as housing costs.*
- Nearly 1/3 of all US households paid more than 30% of income to housing in 2016.*
- Most Americans live in suburbs.
- Suburban growth rates are outpacing large cities.**

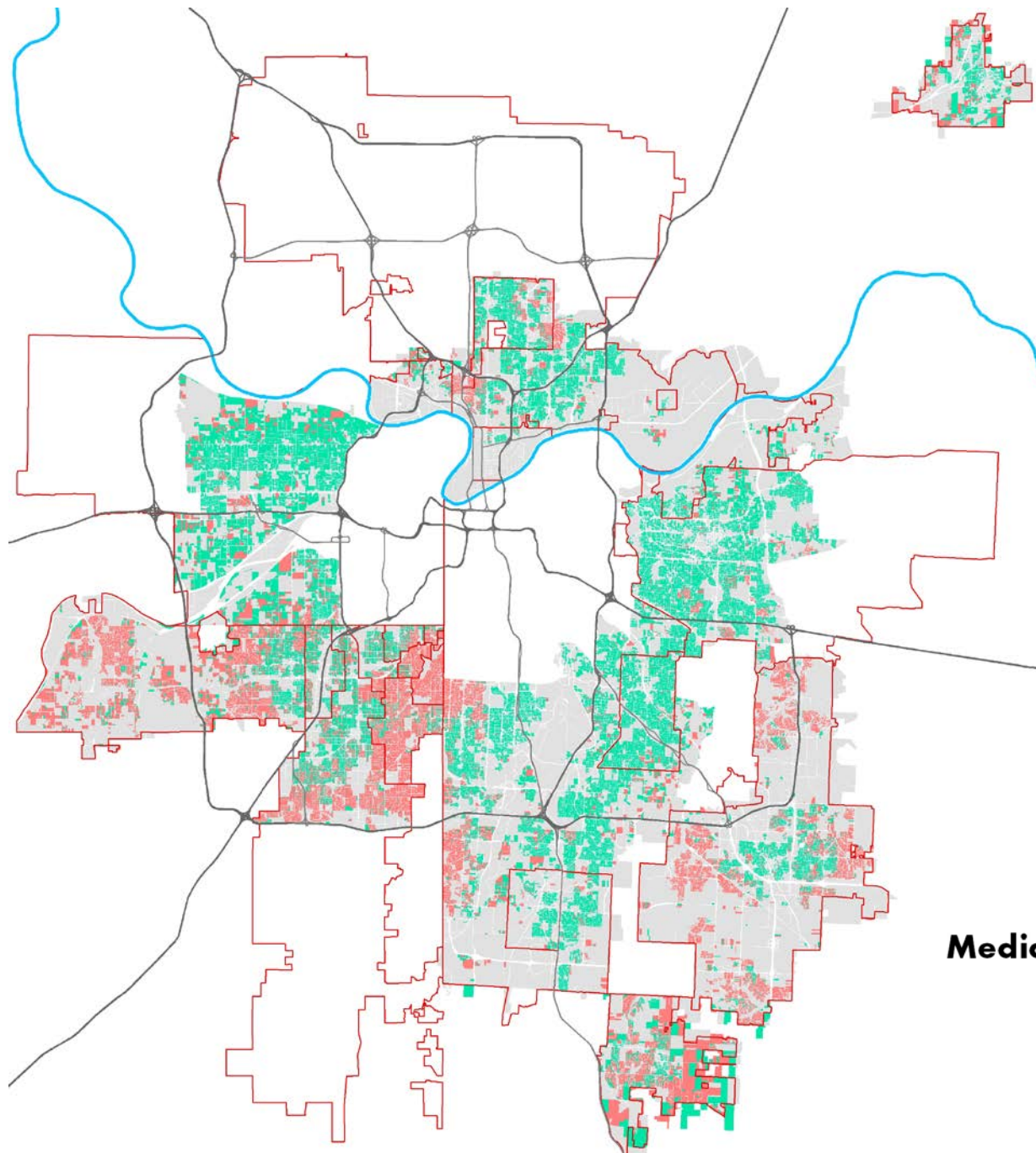
Sources: *The State of the Nation's Housing 2018, Joint Center for Housing Studies of Harvard University; ** City growth dips below suburban growth, census shows, William Frey, Brookings Institution

Mapping Affordability

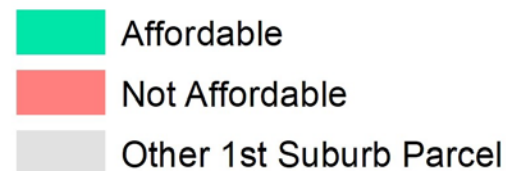
Housing Affordability in 2016

KC MSA Median Individual Earner: \$35,674

Source: American Community Survey, 5-year averages 2013-2017 in 2017-adjusted dollars and 2007-2011 averages in 2011-adjusted dollars; MARC parcel data



Kansas City MSA: Median Income Housing Affordability



Community Characteristics

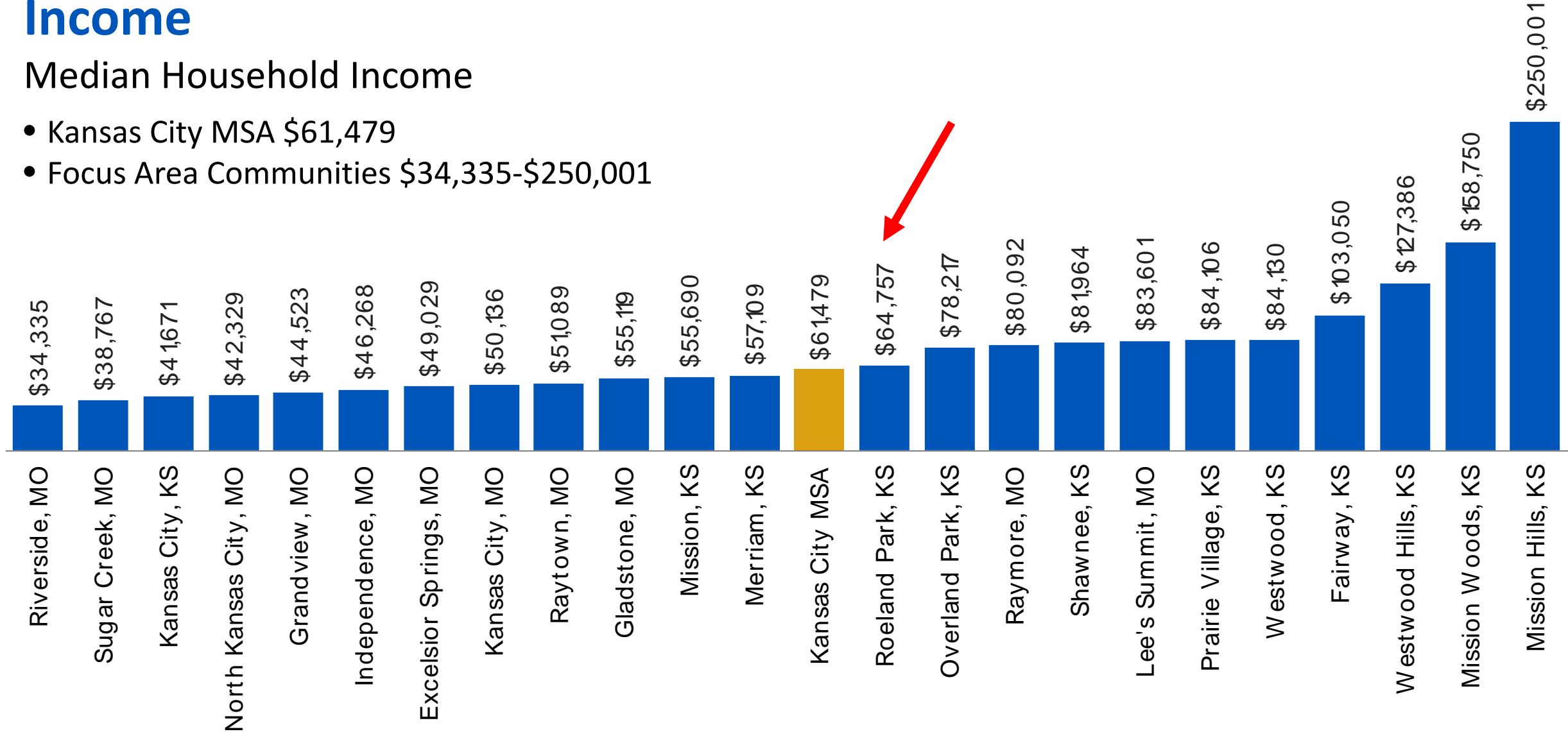
Compared to Kansas City MSA

- **Income**
 - How should economic development efforts be focused?
 - How do incomes compare with housing costs?
- **Home value**
 - Target affordability programs to market need and gaps
- **Rent**
 - Target affordability programs to market need and gaps
- **Vacancy rate**
 - How available is housing?

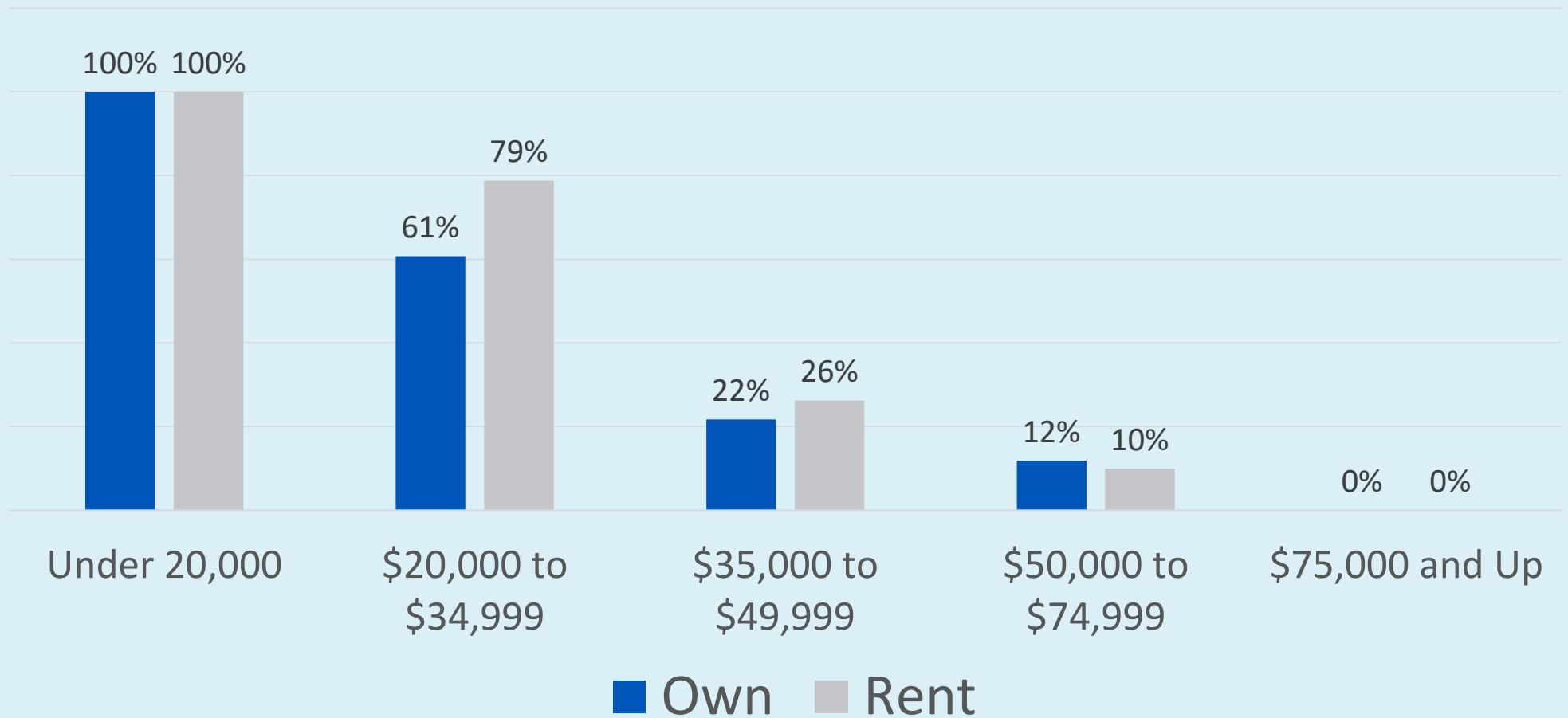
Income

Median Household Income

- Kansas City MSA \$61,479
- Focus Area Communities \$34,335-\$250,001



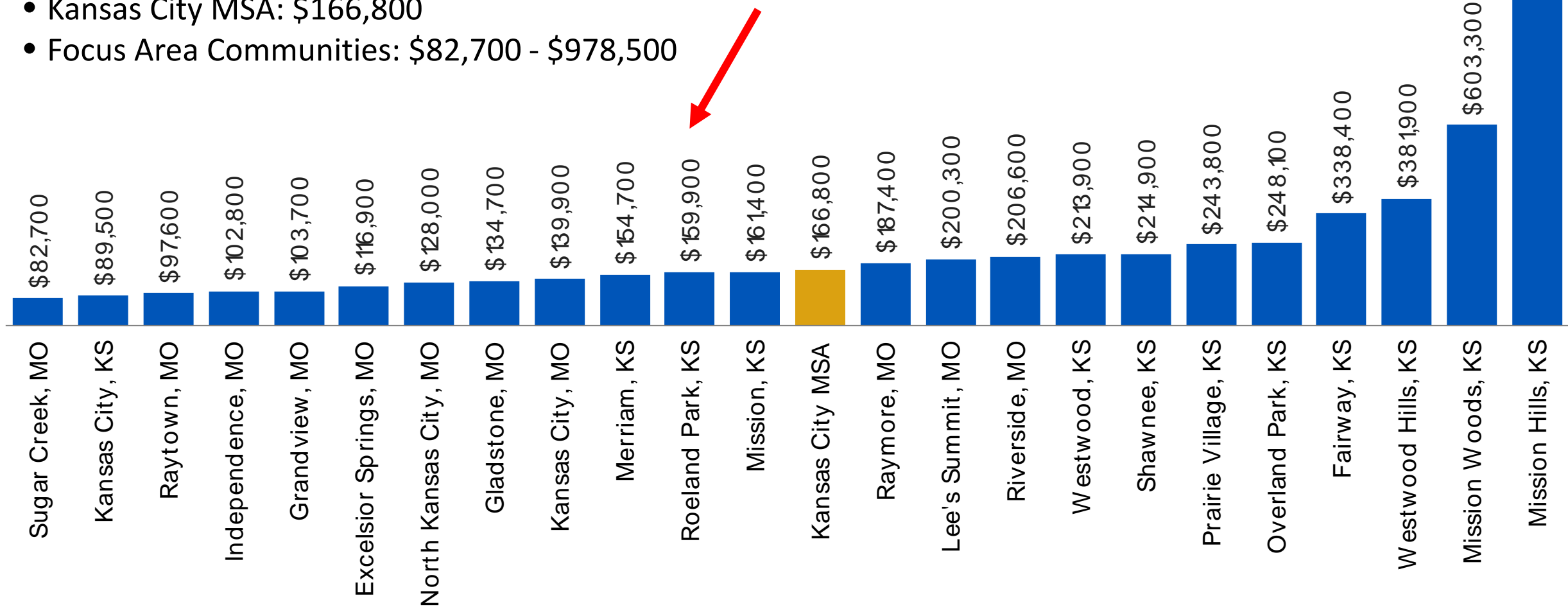
Roeland Park: Share of Households Paying More Than 30% of Income on Housing - 2017



Home Values

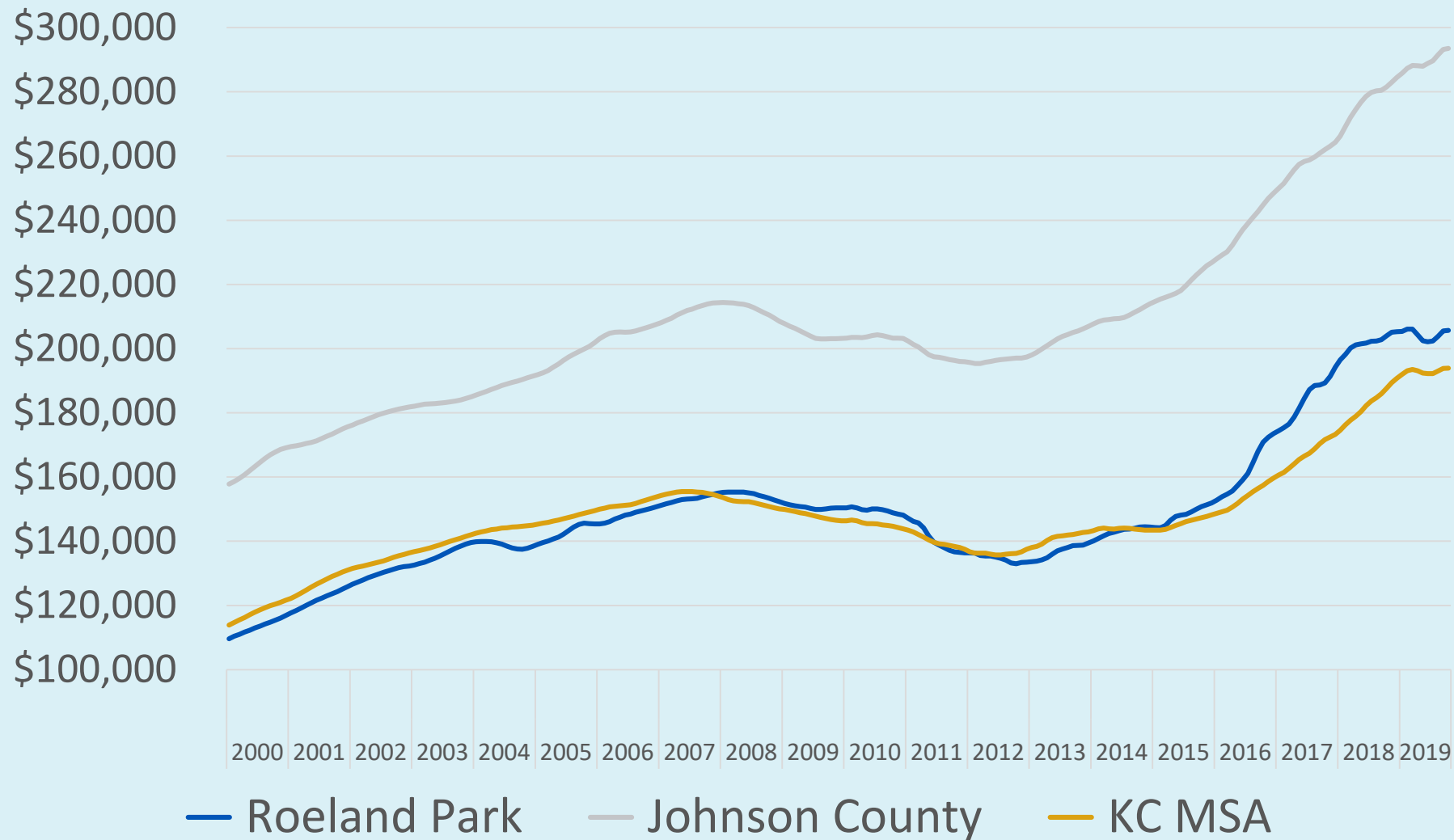
Median Home Value, owner-occupied units

- Kansas City MSA: \$166,800
- Focus Area Communities: \$82,700 - \$978,500

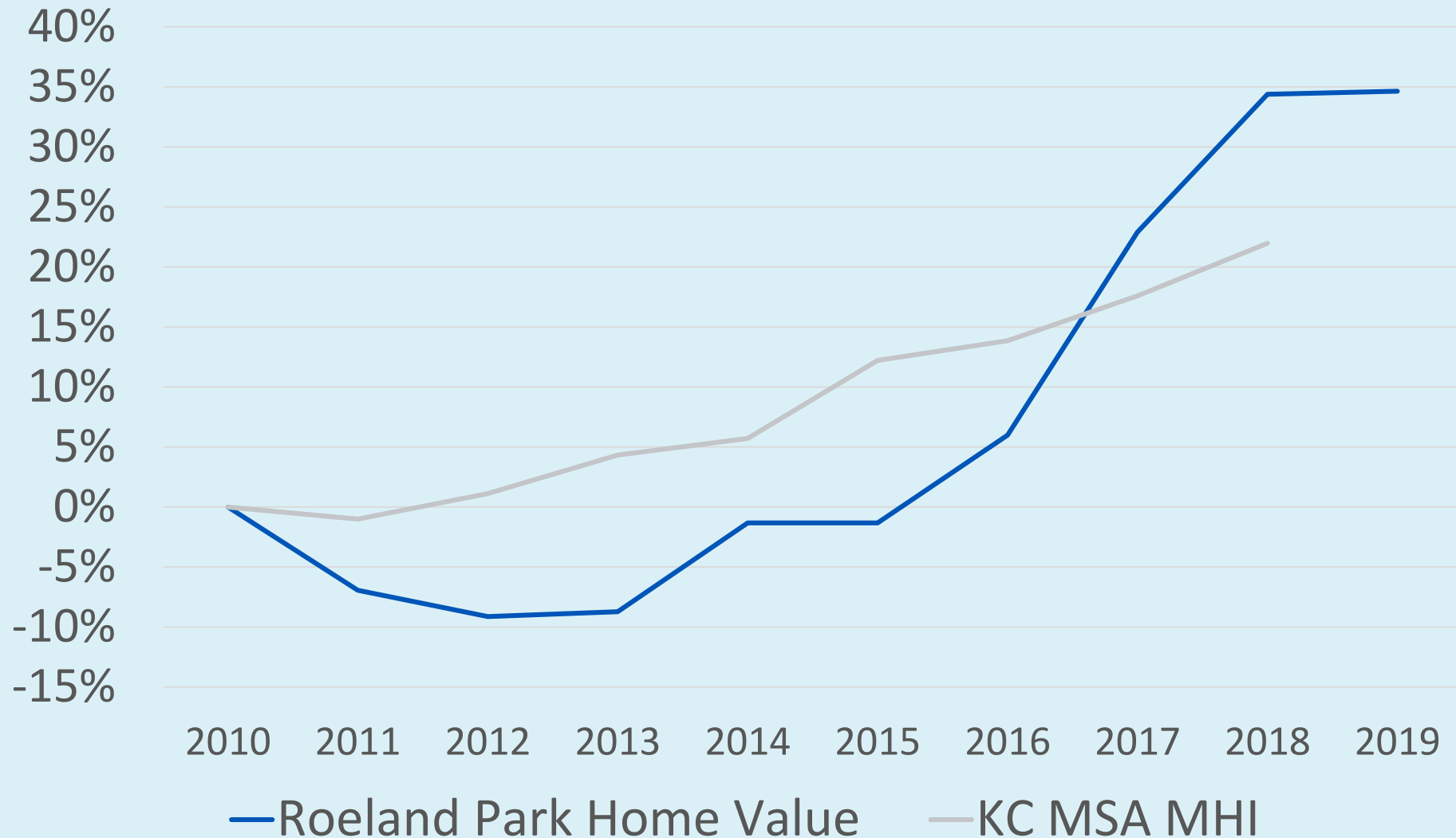


Housing Cost Comparison

Zillow Single Family Home Value Index



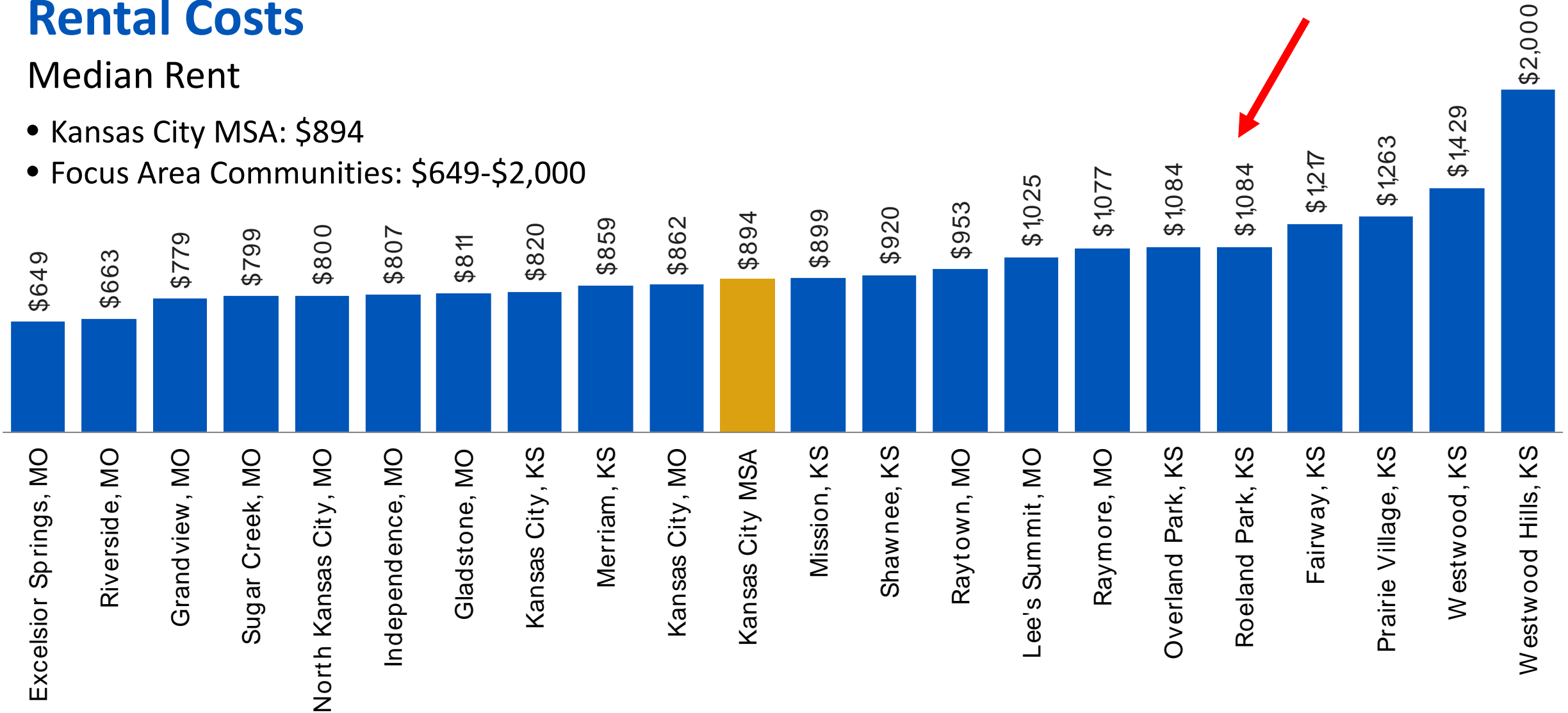
Median Home Values - Change Since 2010



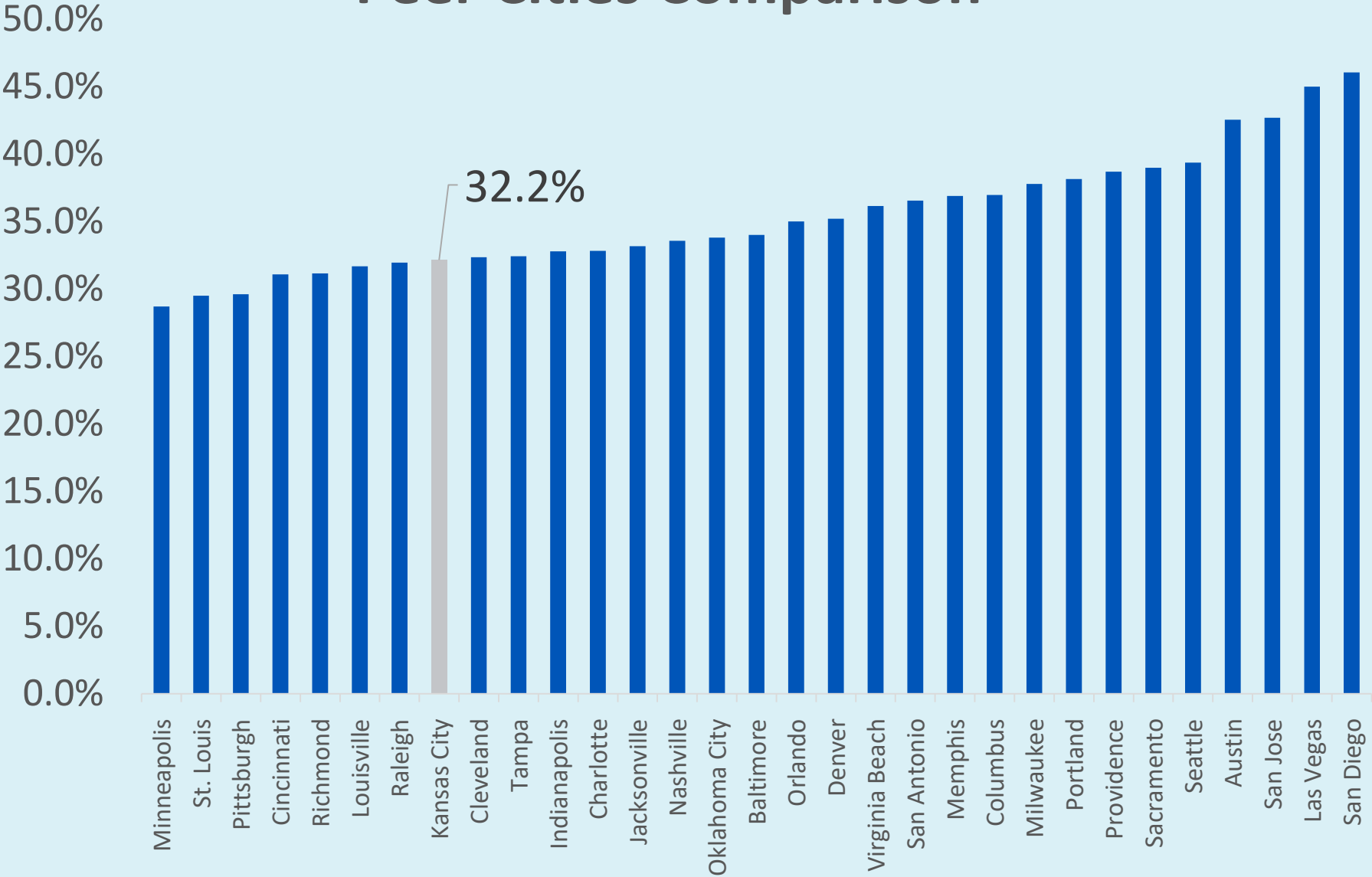
Rental Costs

Median Rent

- Kansas City MSA: \$894
- Focus Area Communities: \$649-\$2,000



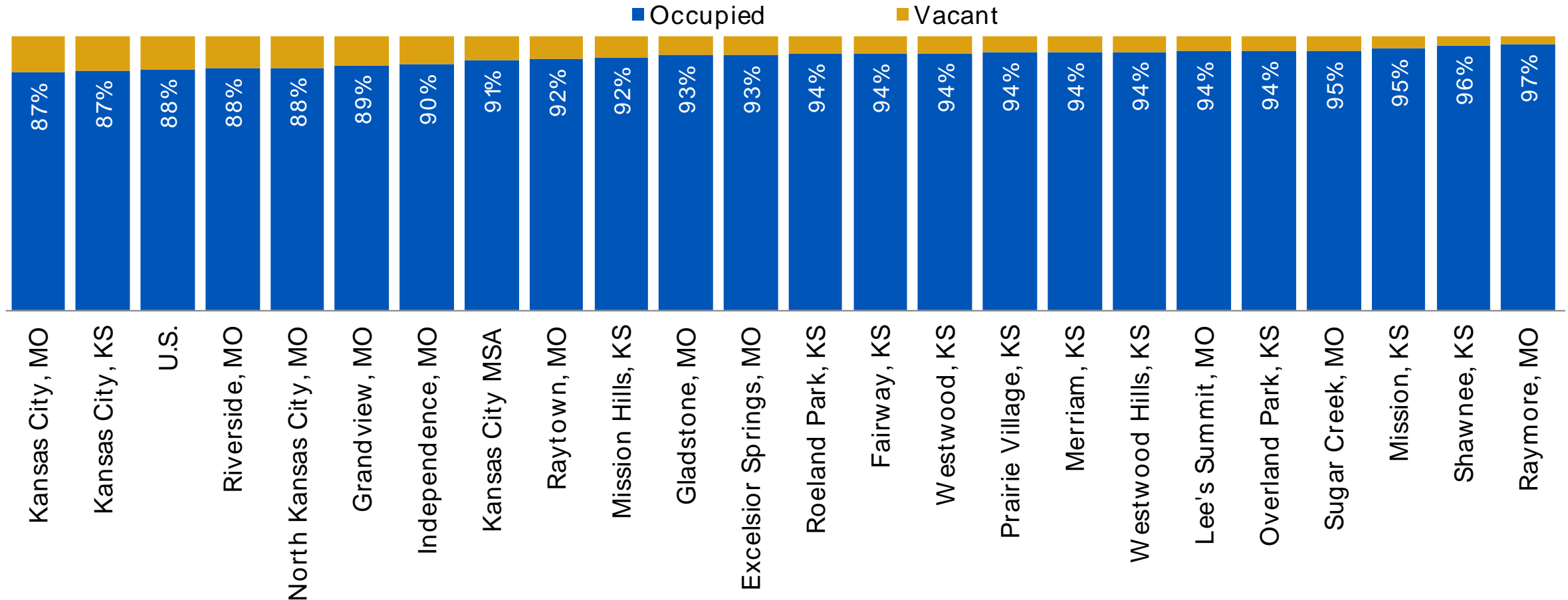
Percent of Households that Rent - Peer Cities Comparison



Housing Availability

Housing Vacancy as a Percent of Total Units

- U.S.: 12%
- Kansas City MSA 9%
- Focus Area Communities 3-13%



COHORT	1	2	3	4	5
Values Relative to KC MSA					
INCOME	ABOVE ↑	BELOW ↓	ABOVE ↑	VARIABLE	BELOW ↓
HOME VALUE	ABOVE ↑	BELOW ↓	ABOVE ↑	BELOW ↓	ABOVE ↑
RENT	ABOVE ↑	VARIABLE	VARIABLE	ABOVE ↑	BELOW ↓
VACANCY	BELOW ↓	VARIABLE	VARIABLE	VARIABLE	ABOVE ↑
MARC Focus Area Cities in Each Cohort					
	Fairway, KS Lee's Summit, MO Lenexa, KS Olathe, KS Overland Park, KS Prairie Village, KS Raymore, MO Shawnee, KS Westwood Hills, KS Westwood, KS	Edgerton, KS Excelsior Spr., MO Gladstone, MO Grandview, MO Independence, MO Kansas City, KS Kansas City, MO Merriam, KS N. Kansas City, MO Sugar Creek, MO	Mission Hills, KS Mission Woods, KS Parkville, MO	Belton, MO Mission, KS Raytown, MO Roeland Park, KS	Riverside, MO

COHORT 4

Values relative to KC MSA

INCOME VARIABLE

HOME VALUE BELOW ↓

RENT ABOVE ↑

CITY **VACANCY**

Mission, KS BELOW ↓

Raytown, MO BELOW ↓

Roeland Park, KS BELOW ↓

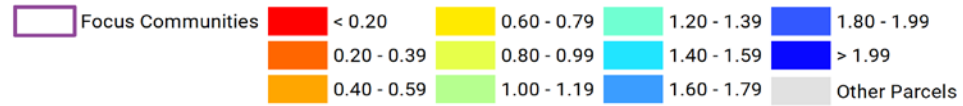
Potential Actions and Implications

- With higher than median income, focus on income diversity (Mission, KS)
- With lower than median income, focus on access to higher-wage jobs (Raytown, MO; Roeland Park, KS)
- Opportunity to rehabilitate, repair, and maintain existing workforce ownership housing
- Increase access to workforce rental housing
- Low vacancy rate may indicate a competitive housing market

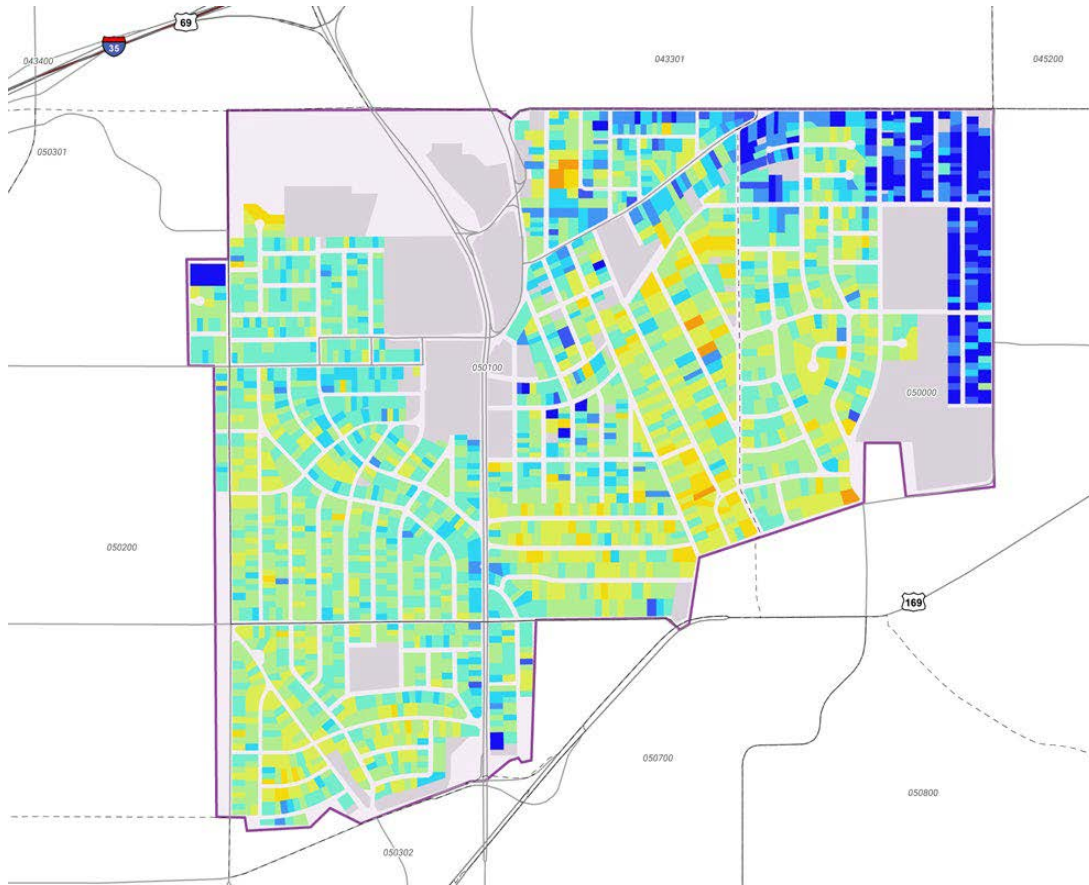
* Note: Median income as compared with the MSA varies by city.

THAI for 60% of Median Household Income per Census Tract

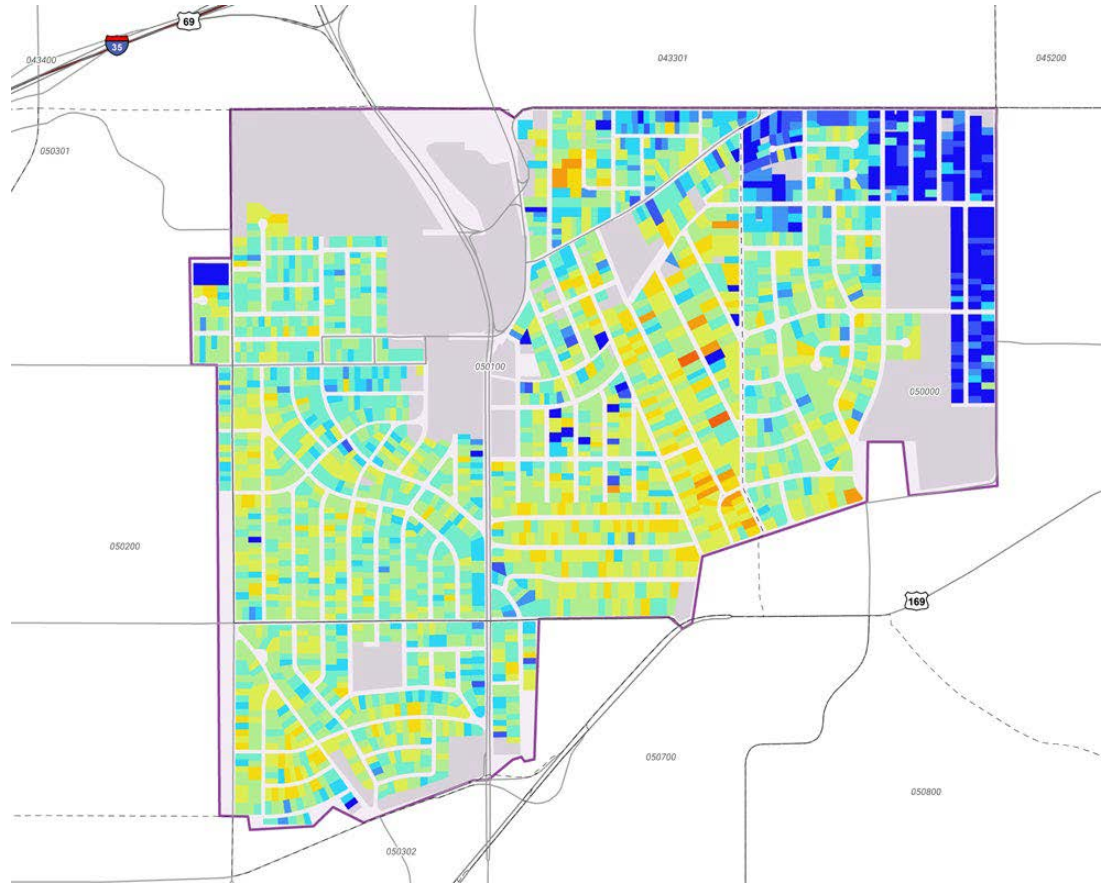
THAI: Median Household Income per Census Tract



2011



2016





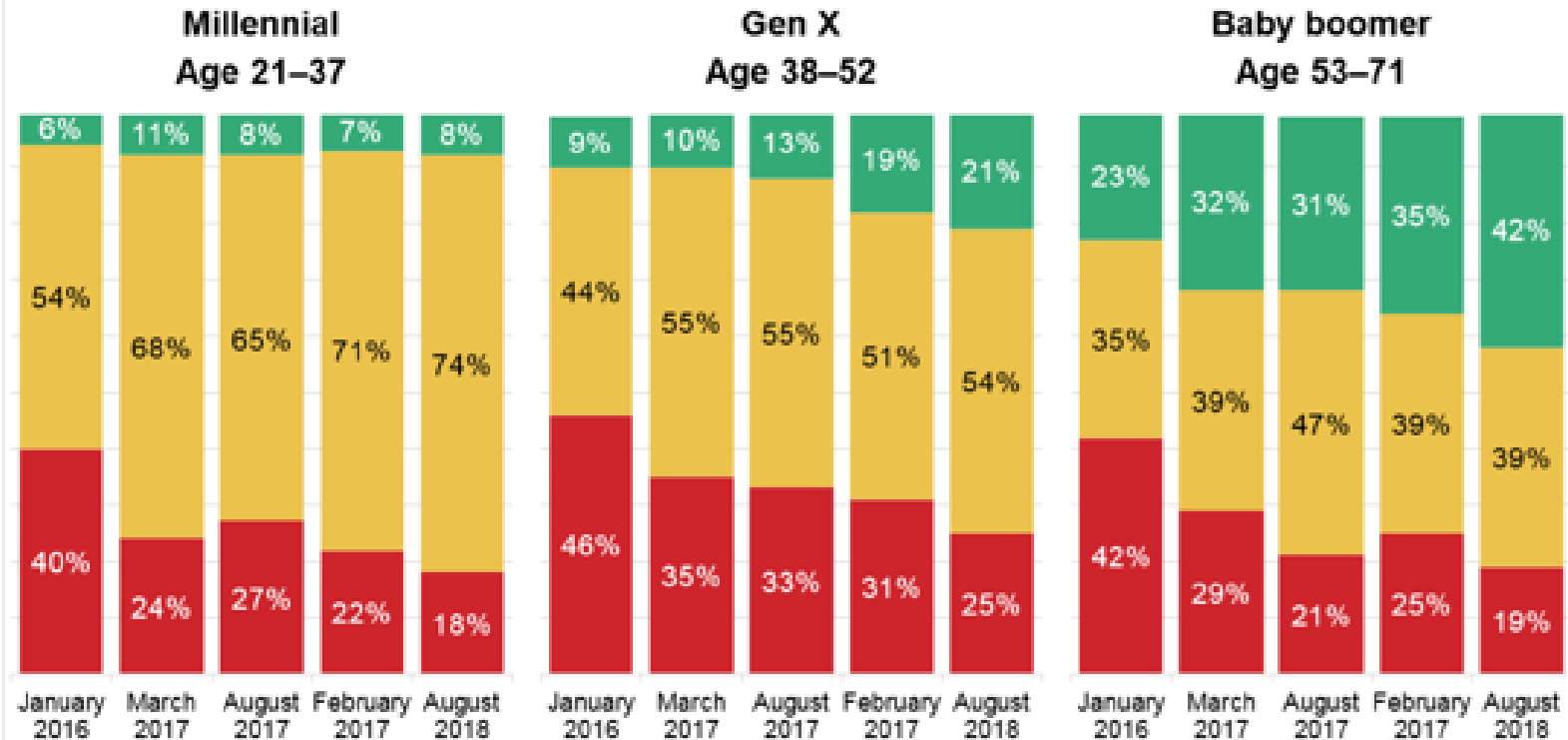
Strategies

- Promote **knowledge sharing**
- **Preserve** existing housing
- Increase the amount of **housing** available
- Increase access to and availability of **financing**
- Enact **regulatory changes**

Decline of homeownership?

Q: Which one of these statements *best* reflects your views about why you are currently renting?

■ I have no interest in ever owning a home ■ Renting is a good choice now ■ I want to own



Most recent survey base: 365 millennials, 271 Gen Xers, 323 baby boomers; sample includes SF and MF renters.

Sources: Freddie Mac Profile of Today's Renter, Multifamily Renter Research; John Burns Real Estate Consulting, LLC (Data: Aug-18, Pub: Mar-19)

JOHN BURNS
REAL ESTATE CONSULTING

Source: [John Burns Real Estate Consulting](#)



Questions?

Mid-America Regional Council

Lauren Palmer

Director of Local Government Services

lpalmer@marc.org

(816) 701-8207

Item Number: Applications/Presentations- A.-2.
Committee 12/16/2019
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 12/11/2019
Submitted By: John Haskins
Committee/Department: Admin.
Title: **Renewal by Andersen Peddlers Permit Application – John Haskins**
Item Type: Other

Recommendation:

Consider peddlers permit application (attached) for Renewal by Andersen Windows.

OVERVIEW:

Renewal by Andersen has been serving Kansas City since the mid 1990's, while the Andersen Company has been in operation since 1904. We specialize in providing a front to back service providing high quality, energy efficient windows and doors, installed by our certified team of installers. As the oldest and largest manufacturer in the country, we have been at the forefront of window technology for years, and have developed a material called Fibrex that combines both wood and vinyl to provide an incredibly durable product, that has a long lasting lifespan.

We participate in many charitable organizations including Toys for Tots, Susan G. Komen, Hope Lodge, and will be participating in more in 2020. We also have an A+ rating with the BBB.

DOOR TO DOOR MARKETING:

Our Proximity Marketing Department, or door to door canvassing operation has been running since 2014, and has helped us gain the business of many people across the metro, and many metros across the US. We value the face to face interaction with our customers and people in the community, and have nurtured our approach over last 5 years to become an honest, kind, and professional outfit of door knockers. Our goal is meet those in your community with a real need for our services, and provide a free consultation for one of our design consultants to assess their current windows, go over design ideas for any and all projects, and provide them with a price for the project/s.

Our department takes pride in our staff, and who we include on our team. All staff must past background checks, and be able properly adhere to our professionalism standards. The members of our team that we wish to permit in your community meet these standards, it is our feeling. It is our practice to adhere to any and all community standards, or rules, while we work in any given municipality. (Hours of canvass, No soliciting signs/neighborhoods, requests of homeowners, etc.) We dress in a manner that allows for both professional representation of the company, as well as a noticeable person at night, with a fluorescent vest and string holiday lighting. Also, we have a badge indicating our name and company, and will gladly wear a badge indicating that we are permitted within Roeland Park, if allowed.

We will have a 10 man team, with myself operating a company labelled 2015 Ford Transit for transportation for my agents. All traffic laws will be obeyed at all times. Our plan, as stated, is to operate for (3) Saturdays, with these 10 agents. Our hours of operation, teamed with your canvassing hours of operation make Saturday the best option.

We are very appreciative of the opportunity to meet with the council, and hopefully the opportunity to do business in your community!

Details:

Mr. Haskins is requesting a permit that would allow 10 agents to go door to door to speak with home owners to schedule a consultation for a free estimate on replacement windows and doors.

City code requires door to door peddlers to have a permit, the process requires Council approval. The link below takes you to the section of the City Code addressing peddlers permits:

[https://library.municode.com/ks/roeland_park/codes/code_of_ordinances?](https://library.municode.com/ks/roeland_park/codes/code_of_ordinances?nodeId=CHVBULIRE_ART2SOTRME_S5-203LIRE)

[nodeId=CHVBULIRE_ART2SOTRME_S5-203LIRE](https://library.municode.com/ks/roeland_park/codes/code_of_ordinances?nodeId=CHVBULIRE_ART2SOTRME_S5-203LIRE)

Financial Impact

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


Additional Information

The peddler permit approval process is intentionally cumbersome, reflecting resident preference not to be disturbed at home by people wanting to sell them something.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
 Peddlers Permit Application	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

JOHN HASKINS

To be filled in by City:

Date filed: _____

Case no.: _____

City of Roeland Park, Kansas
ARTICLE 2. PEDDLERS, TRANSIENT MERCHANTS 5-201
Application for Special Use Permit (5-207)

Fee: \$20.00 Per day/Per person

RENEWAL BY ANDERSEN OF KC

A) Applicant JOHN HASKINS (BIRNER KANSAS) Date of Birth: 10/20/1988

Kansas Sales Tax # 036-800876178F-01

B) Applicants Address 8180 NIEMAN RD LENEXA, KS 66214

Location address of property where intending to sell goods: ROELAND PARK, KS (ALL)

C) Name of Business and description of goods to be sold: RENEWAL BY ANDERSEN
(REPLACEMENT WINDOWS + DOORS, APPOINTMENT SETTING)

D) If employed, name and address of employer (attach credentials): Renewal by Andersen of KC
8180 NIEMAN RD LENEXA KS, 66214

E) Length of time for right to do business: 3 days (3pm-7pm)

F) Description of vehicle and license number: FORD TRANSIT (WHITE, 2015) KS 559 JNM

G) Have you within the prior two years been convicted of any crime, misdemeanor, or violation of any municipal ordinance regulation. Y ☒ N

If yes, nature of offense and punishment or penalty assessed: _____

H) Each application shall be accompanied by the written permission of the owner, or tenant in possession of the location described in the application, from which or in front of which the application intends to offer goods, services, merchandise or personal property for sale.

I) Submit a copy of a paid personal property tax receipt from the Johnson County Treasurer or another county treasurer in the State of Kansas for all goods or merchandise brought into Johnson County from outside the State of Kansas to be sold or disposed of in a place of business temporarily occupied for their sale.

J) As a condition precedent to the issuance of a license as provided herein, any applicant wishing to sell firearms or previously owned (used) merchandise, including automobiles, shall agree on his behalf and on the behalf of all employees and agents engaged by him in the conduct of such business to make available for inspection by any law enforcement officer any and all such merchandise being sold in the course of the applicant's business. At the request of any law enforcement officer, the applicant shall provide serial numbers or other identification numbers for such merchandise marked with serial numbers or identification numbers as is being offered for sale by such applicant, his or her employees or agents.

(10) people
x 3 days
\$600

Findings of the City Council

5-206. SPECIAL USE PERMIT REQUIRED. Before any business described in this article shall be conducted within the city limits of the city, the applicant shall obtain from the city council a special use permit as provided herein.

(a) The city council shall grant the applicant a special use permit if the city council finds all of the following:

_____ (1) The use, as proposed by the applicant, if permitted, will comply with all applicable laws, including, but not limited to, the city's building, zoning and health regulations;

_____ (2) The use, as proposed by the applicant, if permitted, would be in harmony with the intent and purpose of the city's zoning law or comprehensive plan.

_____ (3) The use, as proposed by the applicant, if permitted, would be in harmony with the general character of the neighborhood considering population density, design, scale and bulk of any proposed new structures, intensity and character of activity, traffic and parking conditions, and number of similar uses.

_____ (4) The use, as proposed by the applicant, if permitted, will not be detrimental to the use, peaceful enjoyment, economic value, or development of surrounding properties or the general neighborhood, and will cause no objectionable noise, vibration, fumes, odors, dust, glare or physical activity.

_____ (5) The use as proposed by the applicant, if permitted, would have no detrimental effect on vehicular or pedestrian traffic.

_____ (6) The use, as proposed by the applicant, if permitted, would not adversely affect the health, safety, security, morals, or general welfare of residents, visitors, or workers in the area.

_____ (7) The use, as proposed by the applicant, if permitted, would not, in conjunction with existing development in the area and development permitted under existing zoning, overburden existing public services and facilities, including schools, police and fire protection, water, sanitary sewer, public roads, storm drainage, and other public improvements.

(b) In addition to the foregoing findings required to grant a special use permit the city council may deny a special use permit for the particular business, if the city council finds any of the following:

_____ (1) The applicant has knowingly made any false, misleading or fraudulent statement of fact in the permit application or in any document required by the city in conjunction therewith.

_____ (2) The applicant, if an individual, or any of the stockholders holding more than 10% of the stock of the corporation, any of the officers or directors, if the applicant is a corporation; or any of the partners, including limited partners, if the applicant is a partnership; and the manager or other person principally in charge of the operation of the business, have been convicted of any crime involving fraud, deceit, theft of property, possession of stolen property or similar crime, unless such conviction occurred at least five years prior to the date of the application.

_____ (3) The applicant has had a similar permit denied, suspended or revoked by any city, state or local agency within five years to the date of the application.

ARTICLE 2. PEDDLERS, TRANSIENT MERCHANTS

5-201.

DEFINITIONS. For the purpose of this article, the following words shall be considered to have the following meanings:

(a) Soliciting shall mean and include any one or more of the following activities:

(1) Seeking to obtain orders for the purchase of goods, wares, merchandise, foodstuffs, services, of any kind, character or description whatever, for any kind of consideration whatever; or

(2) Seeking to obtain prospective customers for application or purchase of insurance of any type, kind or character; or

(3) Seeking to obtain subscriptions to books, magazines, periodicals, newspapers and every other type or kind of publication.

(b) Residence shall mean and include every separate living unit occupied for residential purposes by one or more persons, contained within any type of building or structure.

(c) Canvasser or Solicitor shall mean any individual, whether resident of the city or not, traveling either by foot, wagon, automobile, motor truck, or any other type of conveyance, from place to place, from house to house, or from street to street, taking or attempting to take orders for sale of goods, wares and merchandise, personal property of any nature whatsoever for future delivery, or for services to be furnished or performed in the future, whether or not such individual has, carries, or exposes for sale a sample of the subject of such sale or whether he or she is collecting advance payments on such sales or not. Such definition shall include any person, who, for himself, herself or for another person, hires, leases, uses, or occupies any building, structure, tent, railroad boxcar, boat, hotel room, lodging house, apartment, shop or any other place within the city for the sole purpose of exhibiting samples and taking orders for future delivery.

(d) Peddler shall mean any person, whether a resident of the city or not, traveling by foot, wagon, automotive vehicle, or any other type of conveyance, from place to place, from house to house, or from street to street, carrying, conveying or transporting goods, wares, merchandise, meats, fish, vegetables, fruits, garden truck, farm products or provisions, offering and exposing the same for sale, or making sales and delivering articles to purchasers, or who, without traveling from place to place, shall sell or offer the same for sale from a wagon, automotive vehicle, railroad boxcar or other vehicle or conveyance, and further provided, that one who solicits orders and as a separate transaction makes deliveries to purchasers as a part of a scheme or design to evade the provisions of this article shall be deemed a peddler.

(e) Transient merchant, itinerant merchant or itinerant vendor is defined as any person, whether as owner, agent, consignee or employee, whether a resident of the city or not, who engages in a temporary business of selling and delivering goods, wares and merchandise within such city, and who, in furtherance of such purpose, hires, leases, uses or occupies any building, structure, motor vehicle, tent, railroad boxcar, or boat, public room in hotels, lodging houses, apartments, shops or any street, alley or other place within the city, for the exhibition and sale of such goods, wares and merchandise, either privately or at public auction. Such definition shall not be construed to include any person who, while occupying such temporary location, does not sell from stock, but exhibits samples only for the purpose of securing orders for future delivery only. The person so engaged shall not be relieved from complying with the provisions of this article merely by reason of associating temporarily with any local dealer, trader, merchant or auctioneer, or by conducting such transient business in connection with, as a part of, or in the name of any local dealer, trader, merchant or auctioneer.

(f) Street salesman shall mean any person engaged in any manner in selling merchandise of any kind from a wagon or stand temporarily located on the public streets or sidewalks of this city.

(Code 1986)

5-202.

LICENSE REQUIRED. No person shall engage in the activities as defined in section 5-201 within the corporate limits of the city without first obtaining a certificate of registration and license therefor. Any applicant for a license under this article shall file with the city clerk a

sworn application on a form furnished by the city clerk, which shall give the following information:

(a) Name, date of birth, physical description of applicant, and applicant's Kansas Sales Tax number.

(b) Address of applicant and address of location where applicant intends to offer goods, wares, merchandise or personal property for sale.

(c) A brief description of the name of the business to be conducted and the goods to be sold.

(d) If applicant is employed, name and address of the employer, together with credentials establishing applicant's relationship to such employer.

(e) Length of time for which the right to do business is desired.

(f) If a vehicle is to be used, a description of the same, together with the state vehicle license number carried on such vehicle.

(g) A statement as to whether or not the applicant has within two years prior to the date of the application been convicted of any crime, misdemeanor, or violation of any municipal ordinance regulation peddlers or transient merchants, and if so, the nature of the offense and the punishment or penalty assessed therefor.

(h) Each application shall be accompanied by the written permission of the owner, or tenant in possession of the location described in the application, from which or in front of which the application intends to offer goods, services, merchandise or personal property for sale.

(i) Submit a copy of a paid personal property tax receipt from the Johnson County Treasurer or another county treasurer in the State of Kansas for all goods or merchandise brought into Johnson County from outside the State of Kansas to be sold or disposed of in a place of business temporarily occupied for their sale.

(j) As a condition precedent to the issuance of a license as provided herein, any applicant wishing to sell firearms or previously owned (used) merchandise, including automobiles, shall agree on his behalf and on the behalf of all employees and agents engaged by him in the conduct of such business to make available for inspection by any law enforcement officer any and all such merchandise being sold in the course of the applicant's business. At the request of any law enforcement officer, the applicant shall provide serial numbers or other identification numbers for such merchandise marked with serial numbers or identification numbers as is being offered for sale by such applicant, his or her employees or agents.

(Code 1986; Ord. 523, Sec. 4)

5-203.

ISSUANCE OF LICENSE. Upon receipt of a properly completed application for certificate and license, the city clerk shall place the issuance of such certificate and license on the agenda for the city council meeting next following the date of the receipt of the application. The applicant shall be advised of the time and place at which the city council shall hear the applicant's request for a special use permit and the applicant shall be given the opportunity to be heard concerning the request.

If the city council makes the findings required in section 5-207 hereof, the city council shall grant a special use permit allowing the location described in the application to be used to conduct the business described in the application. In the event that the city council grants such special use permit, the city clerk shall issue a license. Such license shall contain the signature and seal of the issuing officer and shall show the name and address of the licensee, the date of the issuance and length of time the license shall be operative, and the nature of the business involved.

The city clerk shall keep a permanent record of all such licenses issued and submit a copy of such license to the chief of police. The person to whom such license is issued shall have the license in his or her possession at all times while conducting any business within the city.

In the event that the city council fails to grant the special use permit, the applicant shall be advised that the special use permit has not been granted and the applicant's application shall be denied.

(Ord. 523, Sec. 5)

5-204. *LICENSE FEE; EXEMPTIONS.*

(a) *The fee for the license required pursuant to section 5-202 shall be in the amount of \$20 per person for each day, or portion thereof, that the licensee shall solicit within the city limits. Any such license granted upon application as required hereinabove shall be limited to and effective only on the days set out in the license between the hours of 8:00 a.m. and 6:00 p.m. No solicitation or sales shall be conducted by any person during any other hours on said date. Provided, further, however, that persons and firms not having a permanently established place of-business in the city, but having a permanently established house to house or wholesale business shall receive such license upon the payment of \$50 for any year, and may make solicitations or sales between the hours of 8:00 a.m. and 6:00 p.m., or upon invitation at any hour.*

(b) *No license fee shall be required of: any person selling products of the farm or orchard actually produced by the seller; any businesses, trades or occupations which are part of fairs or celebrations sponsored by the city or any other governmental subdivision, or the state, or when part of all of the expenses of the fairs or celebrations are paid for by the city, any other governmental subdivision, or the state. (Code 1986)*

5-205. **REVOCATION OF LICENSE.** (a) The chief of police may revoke any license issued under this article, for any of the following causes:

- (1) Fraud, misrepresentation or false statement contained in the application for license.
- (2) Fraud, misrepresentation or false statement made in the course of carrying on the business.
- (3) Any violation of this article.
- (4) Conducting the businesses as defined in section 5-201 in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety or general welfare of the city. Notice of the revocation of a license shall be in writing to the applicant and the city clerk and set forth the grounds of revocation.

(b) Any person aggrieved by the action of the chief of police or city clerk in the denial of an application or revocation of a license as provided in this article, shall have the right of appeal to the governing body. Such appeal shall be taken by filing with the city clerk within 14 days after notice of revocation or denial of the license has been mailed to such applicant's last known address setting forth the grounds for appeal. The governing body shall set a time and place for a hearing on such appeal and notice of such hearing shall be given to the applicant in the same manner as provided herein for notice of hearing on revocation. The decision and order of the governing body on such appeal shall be final and conclusive. (Code 1986)

5-206. **DISTURBING THE PEACE.** No peddler, canvasser or solicitor, nor any person in his or her behalf, shall use any sound device, including any loud-speaking radio or sound-amplifying system upon any of the streets, alleys, parks or other public places of the city or upon any private premises in the city where sound of sufficient volume is emitted or produced therefrom to be capable of being plainly heard upon the streets, avenues, alleys, parks or other public places, for the purpose of attracting attention to any goods, wares or merchandise which such licensee proposes to sell. (Code 1986)

5-207. **SPECIAL USE PERMIT REQUIRED.** Before any business described in this article shall be conducted within the city limits of the city, the applicant shall obtain from the city council a special use permit as provided herein.

(a) The city council shall grant the applicant a special use permit if the city council finds all of the following:

- (1) The use, as proposed by the applicant, if permitted, will comply with all applicable laws, including, but not limited to, the city's building, zoning and health regulations;

(2) The use, as proposed by the applicant, if permitted, would be in harmony with the intent and purpose of the city's zoning law or comprehensive plan.

(3) The use, as proposed by the applicant, if permitted, would be in harmony with the general character of the neighborhood considering population density, design, scale and bulk of any proposed new structures, intensity and character of activity, traffic and parking conditions, and number of similar uses.

(4) The use, as proposed by the applicant, if permitted, will not be detrimental to the use, peaceful enjoyment, economic value, or development of surrounding properties or the general neighborhood, and will cause no objectionable noise, vibration, fumes, odors, dust, glare or physical activity.

(5) The use as proposed by the applicant, if permitted, would have no detrimental effect on vehicular or pedestrian traffic.

(6) The use, as proposed by the applicant, if permitted, would not adversely affect the health, safety, security, morals, or general welfare of residents, visitors, or workers in the area.

(7) The use, as proposed by the applicant, if permitted, would not, in conjunction with existing development in the area and development permitted under existing zoning, overburden existing public services and facilities, including schools, police and fire protection, water, sanitary sewer, public roads, storm drainage, and other public improvements.

(b) In addition to the foregoing findings required to grant a special use permit the city council may deny a special use permit for the particular business, if the city council finds any of the following:

(1) The applicant has knowingly made any false, misleading or fraudulent statement of fact in the permit application or in any document required by the city in conjunction therewith.

(2) The applicant, if an individual, or any of the stockholders holding more than 10% of the stock of the corporation, any of the officers or directors, if the applicant is a corporation; or any of the partners, including limited partners, if the applicant is a partnership; and the manager or other person principally in charge of the operation of the business, have been convicted of any crime involving fraud, deceit, theft of property, possession of stolen property or similar crime, unless such conviction occurred at least five years prior to the date of the application.

(3) The applicant has had a similar permit denied, suspended or revoked by any city, state or local agency within five years to the date of the application.

(Ord. 523, Sec. 6)

Item Number: New Business- VIII.-A.
Committee 12/16/2019
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 12/10/2019
Submitted By: Donnie Scharff, Director of Public Works
Committee/Department: Public Works
Title: **Renew Agreement with Lamp Rynearson for On Call City Engineer**
Item Type: Agreement

Recommendation:

Staff recommend renewal of the on call city engineering services agreement with Lamp Rynearson for 2020.

Details:

Lamp Rynearson is currently the cities on call engineering firm. The current agreement in place was for the years 2017-2019. The agreement states that it can be renewed up to (3) three one year terms. Staff recommends extending the agreement for the first one year term, for 2020 with approval of the attached 2020 fee schedule.

Staff is pleased with the services provided by Lamp Rynearson, and we consider them an important member of our team.

Financial Impact

Amount of Request:	
Budgeted Item?	Budgeted Amount: \$100,000
Line Item Code/Description: 5209.270	

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
📎 Agreement for On Call City Engineering Lamp Rynearson	Cover Memo
📎 Certificate of Insurance	Cover Memo
📎 2020 Hourly Rates	Cover Memo

AGREEMENT FOR PROFESSIONAL SERVICES

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

WITNESSETH:

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

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

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

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

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

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

PART A — SERVICES TO BE PROVIDED BY THE CONSULTANT

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

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

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

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

PART B — INSPECTIONS, CONFERENCES, AND APPROVALS:

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

PART C — COMPENSATION:

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

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

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

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

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

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

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

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

PART D – OBLIGATIONS OF CITY:

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

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

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

PART E — TERMINATION OF THE AGREEMENT:

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

PART F — COMMISSIONS AND FEES:

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

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

PART G — GENERAL CONSIDERATIONS:

1. Insurance

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

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

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

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

- (b) Commercial General Liability Insurance (including broad-form contractual liability and completed operations), covering personal injury, bodily injury, death and property damage in the following amounts:

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

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

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

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

2. **Indemnity**

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

Indemnity – Commercial General Liability/Non Professional:

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

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

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

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

3. Successor and Assigns

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

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

4. Ownership of Documents

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

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

PART H – NON DISCRIMINATION

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

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

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

PART I — MISCELLANEOUS

1. Severability

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

2. Notices

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

3. Controlling Law

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

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

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

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

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

of the day and year first above written.

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

By 
Tony O'Malley

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

CITY OF ROELAND PARK, KANSAS

By 
Keith Moody

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

ATTEST:

Kelley Bohon, City Clerk

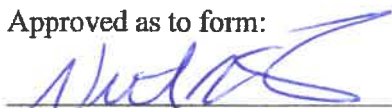
Approved as to form:

Neil R. Shortlidge, City Attorney

Exhibit A

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/24/2019

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

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

PRODUCER The Harry A. Koch Co. P.O. Box 45279 Omaha NE 68145-0279	CONTACT NAME: PHONE (A/C, No. Ext): 402-861-7000		FAX (A/C, No):
	E-MAIL ADDRESS:		
INSURED Lamp Rynearson & Associates, Inc. dba Larkin Lamp Rynearson 9001 State Line Rd. Kansas City MO 64114	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : XL Specialty Insurance Co		37885
	INSURER B : The Phoenix Insurance Co		25623
	INSURER C : Travelers Property Casualty of America		25674
	INSURER D : Travelers Indemnity Company		25658
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER: 77351482

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			6602L971185	9/30/2019	9/30/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			8102L974010	9/30/2019	9/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP3L015816	9/30/2019	9/30/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB8M969092	9/30/2019	9/30/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Architects/Engineers Professional Liability Claims Made Basis			DPR9949116	9/30/2019	9/30/2020	\$5,000,000 \$5,000,000 Ea.Claim Aggregate

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

Re: On call professional engineering services.

City of Roeland Park, Kansas is additional insured for auto & general liability if required by written contract executed prior to loss.

Waiver of Subrogation applies for workers compensation if required by written contract executed prior to loss.

The general liability, auto liability, workers compensation, umbrella and professional liability policies have been endorsed to provide 30 days notice of cancellation, except for cancellation for nonpayment of premium, in which case 10 days notice of cancellation will be provided.

CERTIFICATE HOLDER

CANCELLATION

City of Roeland Park, Kansas
Attn: Jose Leon
4600 W. 51st St.
Roeland KS 66205

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

AUTHORIZED REPRESENTATIVE

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Exhibit A

Lamp Rynearson, Inc.	
Kansas City Office	
HOURLY RATE SCHEDULE	
January 1, 2020 - December 31, 2020	
Position / Title	\$ - Hourly Rate
Sr. Group Leader III	238.00
Sr. Group Leader II	218.00
Sr. Group Leader I	205.00
Sr. Project Manager VII	235.00
Sr. Project Manager IV	178.00
Sr. Project Manager III	166.00
Sr. Project Manager I	145.00
Sr. Project Engineer III	142.00
Sr. Project Engineer II	129.00
Sr. Project Engineer I	113.00
Sr. Landscape Architect VI	190.00
Sr. Landscape Architect II	123.00
Landscape Architect II	86.00
Project Manager II	136.00
Project Engineer IV	113.00
Project Engineer III	103.00
Project Engineer II	94.00
Sr. 3D Application Specialist I	120.00
Sr. Project Designer III	148.00
Sr. Project Designer I	113.00
Project Designer IV	103.00
Project Designer II	89.00
Engineering Tech III	87.00
Construction Observer V	94.00
Geomatics Group Leader III	193.00
Sr. Survey Project Mgr I	140.00
Sr. Survey Technician I	84.00
Party Chief I	82.00
Survey Field Tech II	73.00
Sr. Administrative Assistant II	78.00
Administrative Assistant I	54.00
Item	\$ - Charge Rate
Plots (Color) bond	\$2.50 /SF
Plots (Color) mylar	\$6.00 /SF
Plots (Color) photo paper	\$6.00 /SF
Mileage	\$0.58/mi
Administration of Subconsultants	Actual cost, plus 10%

**LAMP
RYNEARSON**

Item Number: New Business- VIII.-B.
Committee 12/16/2019
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 12/10/2019
Submitted By: Donnie Scharff, Director of Public Works
Committee/Department: Public Works
Title: **Renew Agreement with Black and McDonald for Streetlight Maintenance**
Item Type: Agreement

Recommendation:

To approve the extension of the Street Light Maintenance Agreement for 2020 with Black & McDonald at a cost not to exceed \$22,399.47

Details:

Black & McDonald performed exceptionally with regards to our street light maintenance agreement for the year 2019. BM has agreed to continue this service for us for 2020 and staff has negotiated an increase of 3.25% from the previous contract amount. The annual increase from 2019 to 2020 is \$1,000.07 or \$1.18 per light. 2019 marks the 5th year since Roeland Park purchased the street lights from KCPL. The contract for street light maintenance was put in place at that time following an RFP process which lead to the selection of Black and McDonald. The attached agreement is the same is for 2019. Please see attached rate for 2020.

Financial Impact

Amount of Request:	
Budgeted Item?	Budgeted Amount: \$40,000
Line Item Code/Description: 5220.101	

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
📎 2020 Streetlight Maintenance Agreement	Cover Memo
📎 2020 Fee Memo	Cover Memo

CITY OF ROELAND PARK, KANSAS

AGREEMENT BETWEEN CITY OF ROELAND PARK AND CONTRACTOR FOR STREETLIGHT MAINTENANCE

This agreement ("Agreement") is made and entered into this _____ day of _____, 20____, by and between the City of Roeland Park, Kansas, (the "City") and Black and McDonald ("Contractor") (collectively the "parties").

WITNESSETH:

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and evaluated the Bids submitted, and as a result of this process has, in accordance with the law, determined and declared the Contractor to be the lowest and best responsible bidder for the construction of the public improvements, and has duly selected the Contractor for award of a contract therefor upon the terms and conditions set forth in this Agreement for the sum or sums stated below.

WHEREAS, the City has caused to be prepared, in accordance with the law, Notice to Bidders, Instructions to Bidders, Bid, this Agreement, General and Special Conditions, Plans, Specifications and other documents as identified below and as further defined in the General Conditions(collectively referred to as "the Contract Documents"), for the work herein described, and has approved and adopted these said Contract Documents and has caused to be published, in the manner and for the time required by law, an advertisement inviting sealed Bids for furnishing construction materials, labor, tools, equipment and transportation necessary for, and in connection with, the construction of public improvements in accordance with the terms of this Agreement; and

WHEREAS, the Contractor, in response to the advertisement, has submitted to the City, in the manner and at the time specified, a sealed Bid in accordance with the terms of this Agreement; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and evaluated the Bids submitted, and as a result of this evaluation has, in accordance with the law, determined and declared the Contractor to be the lowest and best responsible bidder for the construction of the public improvements, and has duly selected the Contractor for award of a contract therefor upon the terms and conditions set forth in this Agreement for the sum or sums set forth below.

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, the parties hereto have agreed, and hereby agree, the City for itself and its successors and the Contractor for itself, its, successors and assigns, as follows:

ARTICLE I. The Contractor will furnish at its own cost and expense all labor, tools, equipment, materials and transportation required to construct and complete the work designated, described and required by the Contract Documents, to wit: all in accordance with the Contract Documents, on file with the City Clerk of Roeland Park, Kansas, all of which are as fully a part hereof as if repeated verbatim herein; all work to be done in a good, substantial and workmanlike manner to the entire satisfaction of the City, and in accordance with the laws of the City, the State of Kansas and the United States of America. All terms used herein shall have the meanings ascribed to them in the General Conditions unless otherwise specified.

ARTICLE II. The City shall pay to the Contractor for the performance of the work embraced in this Contract, and the Contractor will accept in full compensation therefor, the sum of

Twenty Two Thousand Three Hundred Ninety Nine Dollars and Forty Seven Cents (\$ 22,399.47) for calendar year 2020 and costs increases would be subject to the formula outlined in the addendum titled "Price index for maintenance Services," (subject to adjustment as provided by the Contract Documents) for all work covered by and included in the Contract award and designated in the foregoing Article I, payment thereof to be made in cash or its equivalent and in the manner provided in the Contract Documents.

ARTICLE III. This Agreement shall not become effective, nor shall Contractor commence any work hereunder, until the City has received, and approved, the Certificate of Insurance and Additional Insured Endorsement, the fully executed Performance and Statutory Payment Bonds with Powers of Attorney, and the list of proposed Subcontractors from Contractor.

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

ARTICLE V: The following documents are made part of this agreement by reference:

Exhibit A-1 Special Conditions of the Contract

Exhibit A General Conditions of the Contract

Exhibit B-1 Form of Performance Bond

Exhibit B-2 Form of Statutory Payment Bond

Exhibit C Contractor's Affidavit Acknowledging Federal Lobbying Activities and Conflict of Interest Prohibition

Exhibit D Contractor's Affidavit of Compliance with Nondiscrimination and Equal Employment Opportunity Laws

Exhibit E Insurance Requirements

ARTICLE VI. The terms of this agreement shall be ongoing until terminated by one of the parties.

WITNESS WHEREOF, the City of Roeland Park, Kansas, has caused this Agreement to be executed on its behalf, thereunto duly authorized, and the said Contractor has executed three (3) counterparts of this contract in the prescribed form and manner, the day and year first above written.

ATTEST:

Kelley Nielsen, City Clerk

CITY OF ROELAND PARK, KANSAS

Party of the First Part

By _____
Mike Kelly, Mayor

(Business Name)

Party of the Second Part

By _____
Signature

Print Name

Title

Roeland Park, Kansas _____, 2019.

The foregoing contract and guarantees are in due form, according to law, and are hereby approved.

Steven Mauer
City Attorney

EXHIBIT A
GENERAL CONDITIONS
OF THE CONTRACT FOR CONSTRUCTION

GC-1. DEFINITIONS

1. "Allowance" shall mean an item of the Work which has not been fully detailed as of the date of this Contract, and for which the City has instructed the Contractor to include a budgeted amount of money in the Contract Price, subject to reconciliation at a later time.
2. The "Bonds" shall mean the bid, performance, and statutory or labor and materials payment bonds, together with such other instruments of security as may be required by the Contract Documents. The forms on which Bonds must be furnished are attached to the Agreement as Exhibits B-1 and B-2.
3. "Change Order" is a written order issued after the Agreement is executed by which the City, the Public Works Director or his/her designee, and the Contractor agree to modifications to the Work which may result in additions or deletions to the Contract Price or Contract Time. Change Orders must be signed by the City and the Contractor to be binding.
4. "City" shall mean the City of Roeland Park, Kansas.
5. "Public Works Director or his/her designee" shall mean the individual, firm or entity designated in the Contract Documents which has been employed by the City for the performance of professional services in connection with the Project; or it shall mean the City if the City acts as its own Engineer.
6. The "Contract Documents" consist of (1) the Agreement between the City and the Contractor (sometimes referred to herein as the "Agreement"); (2) these General Conditions; (3) the Special Conditions (if any); (4) the plans; (5) the specifications; (6) all addenda issued prior to, and all modifications issued after, execution of the Contract (drawings and data which may be furnished by the Contractor and approved by the City, additional drawings which may be furnished by the Engineer which the Public Works Director or his/her designee deems necessary to make clear the intent of the Contract Documents and, in particular, the specifications, and the bidding documents.) It is understood that the Work shall be carried out and the Project shall be constructed fully in accordance with the Contract Documents.
7. The "Contractor" shall be Black & McDonald), and its officers, directors, owners, employees, agents, assigns, and successors.

8. "Contract Price" shall be the amount identified in the Agreement between City and Contractor as the total amount due to the Contractor for total completion of the Work as per the Contract Documents.
9. The "Contract Time" shall be the number of calendar days for completion of the Work, or a specified date by which the Work shall be completed, as stated in the Agreement.
10. "Defective Work" shall mean Work which is unsatisfactory, faulty or deficient and/or not in conformity with the Contract Documents. It shall also include Work damaged prior to approval of final payment, unless responsibility for such damage shall have been expressly assumed by the City at Substantial Completion.
11. "Effective Date of the Agreement" shall mean the date indicated in the Agreement on which it becomes effective, but, if no such date is indicated, it shall mean the date on which the Agreement is signed and delivered by the City to the Contractor.
12. "Final Acceptance" shall mean the date when the Public Works Director or his/her designee accepts in writing that the construction of the Project is complete in accordance with the Contract Documents such that the entire Project can be utilized for the purposes for which it is intended; that all other obligations of the Contractor have been satisfied; and that the Contractor is entitled to final payment.
13. "Inspector" shall mean the person or firm authorized in writing by the Public Works Director or his/her designee or the City to perform inspections of the Work as provided in the Contract Documents.
14. "Modification" shall mean a written amendment to the Contract signed by both parties changing its terms, including but not limited to Change Orders, written interpretations issued by the Public Works Director or his/her designee, and written orders for minor changes in the Work issued by the Public Works Director or his/her designee.
15. "Notice to Proceed" shall mean the written notice issued by the City to the Contractor fixing the date on which the Contract Time is to commence and on which the Contractor shall start to perform its obligations under the Contract Documents.
16. "Partial Occupancy" shall mean placing a portion of the Work to be provided under the Contract Documents to the use intended by the City.
17. "Services" shall mean Maintenance services where City of Roeland Park, Kansas directs according to Scope of Services listed in Special Conditions.
18. "Shop Drawings" shall mean all drawings, diagrams, illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information and data which are submitted by the Contractor, a Subcontractor, manufacturer, fabricator,

supplier or distributor to illustrate some portion of the Work as required by the Contract Documents.

19. "Subcontractor" shall mean an individual, firm or corporation having a direct contract with the Contractor or with another subcontractor for the performance of a part of the Work.
20. "Submittals" shall mean any Shop Drawing, sample or other physical or electronic information concerning a material, equipment, method of installation or other descriptive data required by the Contract Documents to be submitted by the Contractor.
21. "Substantial Completion" shall mean the state of the Project when the Work, or a designated portion thereof, is sufficiently complete in accordance with the Contract Documents, so that the City can occupy or utilize the Work or the designated portion thereof for its intended purpose.
22. "Unit" shall mean a single street lighting apparatus. Normally, a single unit is attached to a single pole, although in rare exceptions there may be multiple units attached to one pole.
23. "Underground Facilities" shall mean all pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish services or materials including, but not limited to, electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.
24. The "Work" shall mean everything required of the Contractor by the Contract Documents to complete the construction, and includes all construction, labor, materials, tools, equipment and transportation and other items reasonably inferable from the Contract Documents for a fully functional end product, subject to approval by the City.
25. "Work Directive" shall mean a written order from the Public Works Director or his/her designee to the Contractor to proceed with Work in the manner specified, despite disagreement between the City and the Contractor as to whether the contents of the directive constitute a change to the Contract Documents, or the appropriate adjustment, if any, in the Contract Time or Contract Price as a result.

GC-2. SCOPE, NATURE AND INTENT OF THE CONTRACT DOCUMENTS

1. The Contract Documents as enumerated herein form the Contract for construction. The Contract Documents are complementary, but not necessarily duplicate each other, and what is called for by any one shall be as binding as if called for by all. The intention of the Contract Documents is to include all construction, labor, materials, tools, equipment and transportation necessary for the workmanlike construction of the Project in accordance with the Contract Documents.

2. Dimensions and elevations shown on the Plans (if applicable) shall be accurately followed, even though they may differ from scaled measurements. All Work performed under this Contract shall be done to the lines, grades, and elevations shown on the Plans. No work shown on the Plans, the dimensions of which are not indicated, shall be executed until the required dimensions have been obtained from the Public Works Director or his/her designee. Contractor shall be responsible for verification of all locations, dimensions and elevations in the field (including, but not limited to verification of location of Underground Facilities and utilities) and shall verify all field dimensions shown on the Contract Documents.
3. The Contractor shall keep the Public Works Director or his/her designee informed a reasonable time in advance of the times and places at which he wishes to do Work, in order that lines and grades may be furnished and necessary measurements for record and payment may be made with the minimum of inconvenience and delay to the Public Works Director or his/her designee and the Contractor.
4. Any applicable Work done without being properly located and established by base lines, offset stakes, benchmarks, or other basic reference points may be ordered removed and replaced at the Contractor's cost and expense. Contractor shall notify all affected utilities of the Work and coordinate with the utilities to avoid interruption of utility service and damage to utility lines and property. This notice requirement shall also apply as to the owner/operator of any affected Underground Facility. Any project delay, damages or increase in construction costs due to utility relocation delays shall be the Contractor's responsibility.
5. Contractor, together with its Subcontractors, shall carefully examine the Contract Documents for any interferences with the Work and clearances that may be required. Contractor shall be responsible for the proper fitting of materials and equipment without substantial alterations. Contractor shall be responsible for eliminating interferences without additional cost to City. If departures from the Plans and Specifications, or other Contract Documents, are deemed necessary by Contractor, details of such departures and reasons therefor shall be submitted to Public Works Director or his/her designee, with drawings (if Public Works Director or his/her designee determines that drawings are necessary), for approval as soon as practical. No such departure shall be made except at the peril of the Contractor without the prior written approval of the Public Works Director or his/her designee.
6. Whenever any word or expression defined herein, or pronoun used in its stead, occurs in these Contract Documents; it shall have and is mutually understood to have the meaning herein given. Work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

7. Whenever in these Contract Documents the words "as ordered," "as directed," "as required", "as permitted", "as allowed," or words or phrases of like import are used, it is understood that the order, direction, requirement, permission or allowance of the City and/or the Public Works Director or his/her designee is intended.
8. Whenever any statement is made in the Contract Documents containing the expression "it is understood and agreed," or an expression of like import, such expression means the mutual understanding and agreement of the parties hereto.
9. The words "approved," "reasonable," "suitable," "acceptable," "properly," "satisfactory," or words of like effect in import, unless otherwise particularly specified herein, shall mean to the reasonable satisfaction of the City.
10. Titles and subheadings as used herein and other Contract Documents are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Contract Documents.
11. Discrepancies or conflicts among the Contract Documents shall be resolved in the following order of priority:
 - a. Modifications to the Agreement
 - b. The Agreement
 - c. Special Conditions
 - d. General Conditions
 - e. Plans
 - f. Specifications
12. This Agreement, together with the other Contract Documents, constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter.
13. The Contract may not be amended or modified except by a modification as hereinabove defined.
14. It is specifically agreed between the parties executing this Agreement that the Contract Documents are not intended to create any third party beneficiary relationship nor authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

GC-3. DEFECTS IN CONTRACT DOCUMENTS

If Contractor has reasonable cause such that it should, in the exercise of ordinary care of someone in its position, know that any errors, omissions, ambiguity, discrepancies or inconsistencies (hereinafter "defects") appear in the Contract Documents, including but not limited to, the plans, specifications and other documents or the Work, Contractor shall notify the Public Works Director or his/her designee in writing of such defects prior to taking any action in reliance on any of them. Contractor shall abide by the Public Works Director or his/her designee's clarification without any increase in the cost of the Work. Subcontractors and remote tier Subcontractors shall, likewise, notify the Contractor in writing of any defects therein, and it shall be the obligation of the Contractor to remedy same as if Contractor had discovered such defects itself. The Contractor will not be permitted to take advantage of any such defect.

GC-4. COPIES OF THE CONTRACT

1. Unless otherwise provided in the Contract Documents, City will furnish to Contractor a maximum of six (6) copies of the Contract Documents, free of charge, necessary for the execution of the Work.
2. Contract Documents are the property of the City, and none of the Contract Documents are to be used on other work by Contractor. At City's request, all Contract Documents shall be returned to the City with the exception of one record set for the Contractor. All models and calculations are the property of City.
3. Contractor shall keep, and make available to City, at the Project site, one copy of all Contract Documents for the Work at the Project site, in good order and legibly marked to reflect actual construction, in hard-copy or electronic form as specified in the Contract Documents. Contractor shall also maintain at the site all approved samples and a print of all approved Shop Drawings (if applicable).
4. Such Documents, samples and Shop Drawings and record drawings reflecting the work as-built shall be turned over to the City at the completion of the Work if requested by the City.

GC-5. SCOPE OF WORK AND GENERAL ADMINISTRATION OF THE CONTRACT

1. Unless otherwise stipulated, Contractor shall provide and pay for all Work (including labor, transportation, tools, equipment, machinery, plant and appliances) necessary to produce the results called for by the Contract Documents.
2. The Contractor shall be solely responsible for and have complete control and charge of construction means, methods, techniques, sequences and procedures, and for safety precautions and programs in connection with the Work. Neither the City nor the Public Works Director or his/her designee shall be responsible for nor have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

3. In executing the Contract, the Contractor expressly covenants and agrees that, in the undertaking to complete the Work within the time therein fixed, it has taken into consideration and made allowances for all hindrances and delays incident to such Work, whether growing out of delays in securing materials, workers, typical weather conditions or otherwise. No charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the Work, or any portion thereof, included in this Contract, except as provided elsewhere herein.
4. The Contractor shall comply with all City, County, State and Federal laws, ordinances or regulations which would in any way control the actions or operations of those engaged in the work under this Contract or which would affect the materials supplied to or by them. It shall at all times observe and comply with all ordinances, laws and regulations and shall protect and indemnify and defend the City and the City's officers and agents against any claims or liability arising from or based on any violation of same. Because the Project may involve federal funds, Contractor shall execute the affidavit attached to the Agreement as Exhibit C, confirming its compliance with the prohibition against federal lobbying and conflicts of interest.
5. It is understood that all royalties and fees for and in connection with patents, or patent infringement, claims for materials, articles, apparatus, devices or equipment used in or furnished for the Work shall be included in the Contract Price. Final payment to the Contractor by the City shall not be made while any suit or claim involving infringement or alleged infringement of any patent remains unsettled.
6. The Contractor shall, in addition to the schedule required by these General Conditions, give to the Public Works Director or his/her designee full information in advance as to its plans for carrying on any part of the Work. If at any time before the beginning or during the progress of the Work, any part of the Contractor's plant or equipment or any of its methods of executing the Work, appear to the Public Works Director or his/her designee to be unsafe, inefficient or inadequate to ensure the required quality or rate of progress of the Work, the Public Works Director or his/her designee may order the Contractor to increase or improve its facilities or methods, and the Contractor shall promptly comply with such orders; but neither compliance with such orders nor failure of the Public Works Director or his/her designee to issue such orders shall relieve the Contractor from its obligation to secure the degree of safety, the quality of Work and the rate of progress required by the Contract.
7. The approval by the Public Works Director or his/her designee of any plan, schedule or method of Work proposed by the Contractor shall not relieve the Contractor of any responsibility therefor, and such approval shall not be considered as an assumption by the City, or any officer, agent or employee thereof, of any risk or liability, and the Contractor shall have no claim under this Contract on account the of failure or inefficiency of any plan or method so approved. Such approval shall be considered and shall mean that the Public

Works Director or his/her designee has no objection to the Contractor's use or adoption, at the Contractor's own risk and responsibility, of the plan or method so proposed by the Contractor.

8. It is the intent of the City to supply the Contractor with a Sales and Compensating Tax Exemption certificate for use in purchasing materials and supplies on the Project. Two copies of the State of Kansas Project Completion Certificate will be furnished to the City by the Kansas Department of Revenue upon issuance of a tax exemption number, which will be forwarded to Contractor. Form must be signed and returned to the City upon completion of the Project.

GC-6 ALLOWANCES

1. The Contractor shall include in the Contract Price all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the City may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection. No demand for expenses or overhead and fee for Allowance items other than those included in the Contract Price shall be allowed.
2. Unless otherwise provided in the Contract Documents:
 - a. allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts; and
 - b. Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
 - c. Whenever costs are more than or less than allowances, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances and (2) changes in Contractor's costs.
3. Materials and equipment under an allowance shall be selected by the City with reasonable promptness.

GC-7. AUTHORITY AND DUTY OF THE PUBLIC WORKS DIRECTOR

The Public Works Director or his/her designee is authorized to observe and inspect all Work included herein.

Anything in the Contract Documents to the contrary notwithstanding, the Public Works Director or his/her designee shall in all cases:

- a. determine the amount and quantities of the several kinds of Work which are to be paid for under this Contract;
- b. rule on all questions relating to the plans and specifications for the Project;
- c. issue written clarifications or interpretations of the requirements of the Contract Documents (in the form of drawings or otherwise) which Public Works Director or his/her designee may determine are necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents;

The Public Works Director or his/her designee's decisions and findings shall be a condition precedent to the right of the parties to pursue disputes as otherwise provided herein. It is the intent of the Contract that there shall be no delay in the execution of the Work, and the decisions or directions of the Public Works Director or his/her designee as rendered shall be promptly carried out.

GC-8. SUPERINTENDENCE AND SUPERVISION

1. Contractor shall provide all necessary supervision to the Work using its best skill, care, judgment and attention and shall keep on the Work, during its progress, a competent superintendent, and any necessary assistants, all satisfactory to Public Works Director or his/her designee. The superintendent shall not be changed except with the consent of the Public Works Director or his/her designee unless the superintendent proves to be unsatisfactory to the Contractor and/or ceases to be in its employ; provided however, that the Public Works Director or his/her designee retains the right to require that the Contractor replace the superintendent at any time, such right not to be arbitrarily exercised.
2. Contractor shall furnish the Public Works Director or his/her designee with the superintendent's cellphone and pager numbers and email address, and assure that the superintendent is readily available to respond to calls and emails during business hours and, in emergency situations, outside of business hours.
3. No Work shall be performed except when the superintendent is on-site. Contractor's superintendent shall be fluent in all languages necessary to communicate with the City, the Public Works Director or his/her designee, Contractor's employees and Contractor's Subcontractors, for efficient administration, communication and safety.
4. The superintendent shall be fully authorized to act for the Contractor and receive whatever orders as may be given for the proper prosecution of the Work or notices in connection therewith. The superintendent must attend all meetings to represent Contractor and shall be informed sufficiently to adequately communicate on behalf of Contractor.

5. Use of Subcontractors on portions of the Work shall not relieve the Contractor of its obligation to have a competent superintendent directly employed by the Contractor on the Work at all times.

GC-9. CONTRACTOR'S EMPLOYEES

1. Contractor shall only engage employees who are competent to perform the Work assigned, and if the Public Works Director or his/her designee so directs, Contractor shall promptly remove any employee determined by the Public Works Director or his/her designee to be unacceptable. Contractor shall perform appropriate screening of candidates to assure their capability and suitability for the Work.
2. Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the Work any unfit person or anyone not skilled in the Work assigned to him.
3. Contractor shall be responsible for compliance with all state and federal laws, if applicable, pertaining to wages, hours and benefits for workers employed to carry out the Work.
4. Contractor shall be specifically responsible to assure that all employees are eligible for employment, and shall comply with the Immigration Reform Control Act of 1986, as amended, 8 U. S. C. §1324(e), relating to employment of aliens.
5. Contractor shall execute, and shall require all Subcontractors to execute, the affidavit which is attached to the Agreement as Exhibit D relating to equal employment opportunity and non-discrimination.
6. No illegal drug or alcohol usage will be tolerated at the Site. All persons admitted to work on the Site will dress appropriately and avoid foul language. Music shall not be played at volume levels that would be objectionable to third-parties. Any worker found by the City to be violating these conduct requirements will be removed immediately.

GC-10. WORK STOPPAGES

Contractor warrants to the City that there shall be no work stoppages or interruptions arising out of labor disputes, including, but not limited to, those due to the presence of both union and non-union workforces at the job site. The City may assign to Contractor a separate gate (e.g., union or non-union gate, as applicable). The gate assigned shall be used by Contractor and all Contractor's employees, Subcontractors, visitors, suppliers, vendors and materials deliveries, as applicable. Contractor agrees that Contractor's employees and its Subcontractor's employees will continue to work notwithstanding any dispute that may involve any other contractor or employer at the job site. Anything in this Contract to the contrary notwithstanding, in the event the Contractor fails to continue performance of the Work included herein without interruption or delay, because of such picket or other form of labor dispute, the City may terminate the services of said

Contractor after giving 48 hours written notice to Contractor and its sureties of its intent to do so, or the City may invoke any of the rights set forth elsewhere in the Contract Documents.

GC-11. BEGINNING, PROGRESS AND TIME OF COMPLETION OF WORK

Please see "Scope of Services."

GC-12. LIQUIDATED DAMAGES

1. It is mutually understood and agreed by and between the parties to this Contract that in the event that the Contractor shall fail in the performance of the Work specified and required to be performed within the period of time stipulated therefor in the Contract, the City will be damaged in an amount which is difficult to ascertain with certainty at this time. Therefore, the parties agree, as a representation and fair allocation of risk and not as a penalty, that after due allowance for any extension or extensions of time which may be granted under the Contract, if the Contractor is responsible for delay in Substantial Completion of the Work, the Contractor shall pay to City, or the City may withhold from the Contractor, as stipulated liquidated damages and not as a penalty, the sum stated in the Agreement for each 24-hour calendar day, including weekends and holiday that Substantial Completion is not attained.
2. In the case of joint responsibility for any delay in the final completion of the work covered by this Contract, where two or more separate contracts are in force at the same time and cover work on the same Project and at the same site, the total amount of liquidated damages assessed against all contractors under such contracts, for any one day of delay in the final completion of the Work will not be greater than the approximate total of the liquidated damages sustained by the City by reason of such delay in completion of the Work, and the amount assessed against any one contractor for such one day of delay will be based upon the individual responsibility of such contractor for the aforesaid delay as determined by, and in the judgment of, the City.
3. In the event that the City elects to accept part of the Work as Substantially Complete prior to Substantial Completion of all of the Work, the parties shall equitably adjusted the daily rate of liquidated damages. In the event that the parties cannot agree on such equitable adjustment, the Contractor has the right to pursue remedies under the disputes resolution procedures stated elsewhere in these General Conditions. Please see "Scope of Maintenance Services."

GC-13. INSPECTION OF WORK

1. The City, the Public Works Director or his/her designee, and any third-party inspectors ("Inspector") shall at all times have access to the Work for the observation and inspection thereof wherever it is in preparation or progress, and Contractor shall provide proper facilities for such inspection. The Contractor shall comply with the directions and

instructions of the Inspector. The Contractor shall furnish all reasonable aid and assistance required for any such inspection.

2. For all Work which the Contract Documents provide will be inspected, tested, or approved, the Contractor shall give the Public Works Director or his/her designee timely notice of its readiness for such inspection, testing or approval and the date fixed for such inspection, testing or approval if the inspection, testing or approval is by an authority other than Public Works Director or his/her designee.
3. All specified and required tests for approval of material shall be made at the expense of the Contractor by a properly equipped laboratory of established reputation, whose work and testing facilities shall be approved by the Public Works Director or his/her designee. Approval of materials based on acceptable tests will apply only while such materials as furnished equal or exceed the tested samples or test specimens in quality and minimum requirements. Any change in origin, method of preparation or manufacture of such materials will require new test and approval thereof. Reports of all tests shall be furnished to the Public Works Director or his/her designee in as many certified counterparts as may be required by the Public Works Director or his/her designee.
4. If Work is found not to be in accordance with the Contract Documents, Contractor shall at his own expense bear the cost of uncovering such Work, the cost of removing same, as well as the cost of undoing and redoing the Work and other Work damaged by such nonconforming Work.
5. The City reserves the right to require inspection of any and all Work before it is covered up; and, accordingly, Contractor must notify the Public Works Director or his/her designee before covering any Work. If any Work should be covered up which is required to be inspected, tested or approved and which, by virtue of being covered up, is not susceptible to being properly inspected, tested or approved, Contractor shall, if requested by Inspector, uncover such Work and bear the thereof, and of redoing same after inspection, testing or approval and redoing such other Work damaged as a result of having to uncover and redo same.
6. The Inspector shall be free at all times to perform its duties, including the observation and inspection of the Work, and intimidation or attempted intimidation of any one of them by the Contractor or by any of its employees shall be sufficient reason, if the City so desires, to terminate the Contract.
7. Any inspection, by whomsoever conducted, shall not relieve the Contractor from any obligation to perform the Work strictly in accordance with the plans and specifications, and any of the Work not so constructed shall be removed and made good by the Contractor at its own expense.

GC-14. CONCEALED CONDITIONS

1. The City makes no warranty, express or implied, that the various and sundry materials and information, including, by way of example and without limitation, soil tests, bore reports, utility locations and other such data and as-builts in the case of renovation of or addition to existing facilities, reflect actual conditions. The Contractor represents and warrants that it has examined the site and conducted such tests and examinations as it deems necessary and assumes all responsibility for the foregoing. That being the case, should the Contractor encounter (1) concealed conditions of a nature which of an unusual nature, differing materially from those ordinarily encountered or generally recognized as inherent in Work of the character provided for in this Contract; or (2) conditions which are at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground, or should concealed or unknown conditions in an existing structure, be encountered, the Contract Time and/or Contract Price may be equitably adjusted by the City upon recommendation by the Public Works Director or his/her designee. No such adjustment will be made unless the Contractor brings the matter to the Public Works Director or his/her designee's attention within 48 hours of first encountering the condition, and unless the condition actually interfered with the critical path of Contractor's work.
2. Discovered Artifacts. If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Public Works Director or his/her designee. Upon receipt of such notice, the Public Works Director or his/her designee shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Public Works Director or his/her designee but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in this Contract.

GC-15. SUBMITTALS.

1. The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Public Works Director or his/her designee's approval. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Public Works Director or his/her designee time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.
2. Contractor shall submit, with such promptness as to cause no delay in his own work or in that of any Subcontractor or other contractor, three (3) copies of all shop, fabrication,

assembly, foundation and other drawings and schedules, samples, certifications or other documentation or thing required by the specifications, including, but not limited: (1) drawings of equipment and devices offered by the Contractor for approval of the Public Works Director or his/her designee in sufficient detail to adequately show the construction and operation thereof; (2) drawings showing essential details of any change in design of construction proposed, for consideration by the Public Works Director or his/her designee, by the contractor in lieu of the design or arrangement required by the Contract Documents, or any item of extra work thereunder; (3) all required wiring and piping layouts; (4) samples of products representative of color, finish or other characteristics as stated in the specifications; and (5) structural and reinforcing fabrication drawings.

3. The Public Works Director or his/her designee shall review, respond to, accept or reject such submittals within a reasonable time after receipt thereof. Contractor shall make such revisions as deemed necessary. Failure of the Public Works Director or his/her designee to reject a submittal shall not operate as acceptance, or relieve Contractor of responsibility for compliance with the Contract Documents.
4. Once the Submittal is in a form acceptable to the Public Works Director or his/her designee, the Contractor shall furnish a total of not less than five (5) copies of the final Submittal, and more when required, of each drawing as finally approved, such number to include any copies of preliminary or revised drawings which are approved as submitted. After due review by the Public Works Director or his/her designee, all such drawings shall become a part of the Contract Documents, and the Work or equipment shown by such drawings shall be in conformity with said drawings unless otherwise required by the Public Works Director or his/her designee.
5. No Work shall be performed in connection with the fabrication or manufacture of material or equipment shown by any drawing thereof, nor shall any accessory, appurtenance or device not fabricated or manufactured by the Contractor or its Subcontractors be purchased, until the drawing or drawings therefor have been approved as stipulated, except at the Contractor's own risk and responsibility. Review for compliance by the City or the Public Works Director or his/her designee of drawings or other items submitted by contractor shall not relieve Contractor from responsibility for errors of any sort in Shop Drawings or other submittals.

GC-16. WARRANTY

1. Contractor warrants to the City that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents permit or require. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations

to the Work not executed by the Contractor, improper or insufficient maintenance, improper operations, or normal wear and tear and normal usage. If required by the Public Works Director or his/her designee, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

2. Should any special or specific warranties be required by any part of the Contract Documents, they shall be in addition to and not in place of the warranty of this paragraph. All manufacturer's warranties shall be assignable, and assigned to, the City.
3. Contractor shall require a similar warranty from each Subcontractor for all Work performed by such Subcontractor, which shall run to the benefit of the City. All such warranties shall be in writing and shall be promptly delivered to City. The furnishing of such warranties by Subcontractors and materialmen, however, shall not relieve Contractor of his obligations under this section. At the City's sole option, Contractor shall assign to City any rights Contractor may have against any Subcontractor and/or supplier for defective Work, materials or equipment.
4. Any provision of the Contract Documents to the contrary notwithstanding, all warranties provided for in the Contract Documents shall begin to run from the date of final payment by City to Contractor.

GC-17. APPROVAL OF EQUALS; REQUESTS FOR SUBSTITUTIONS

1. Approved equals, where permitted by the Contract Documents or otherwise made feasible by market conditions, shall be considered for approval as follows:
 - a. Contractor shall notify City in writing if it wishes to use an alternative product, and if such was specifically named in the Contract Documents.
 - b. If Contractor desires to use a product not specifically named in the Contract Documents, it must first inform City and receive written approval for such substitutions. City has no obligation to approve such request and is not responsible for any delay or cost incurred or caused by Contractor's making such request.
2. After this Contract has become effective, the Public Works Director or his/her designee will consider a request for a substitution of products in place of those specified upon advance written request by Contractor. By making a request for a substitution, and unless otherwise specifically agreed to in writing by the City, Contractor represents that:
 - a. Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified; and

- b. Contractor will endeavor to provide at least as extensive a warranty for the substituted product as for the originally specified product. If it cannot obtain as broad a warranty for the product offered, the lesser warranty will be specifically disclosed in the request for substitution; and
 - c. Contractor will coordinate the installation of the accepted substitute, making such adjustments as may be required for the Work to be complete in all respects.
- 3. The Contractor shall be solely responsible for design risks, delays and other claims arising out of any approved alternatives or substitutions.
- 4. All specified and required tests for approval of material proposed as "equal" or as a substitution shall be made at the expense of the Contractor by a properly equipped laboratory of established reputation, whose work and testing facilities shall be approved by the Public Works Director or his/her designee. Approval of materials based on acceptable tests will apply only while such materials as furnished equal or exceed the tested samples or test specimens in quality and minimum requirements. Any change in origin, method of preparation or manufacture of such materials will require new test and approval thereof. Reports of all tests shall be furnished to the Public Works Director or his/her designee in as many certified counterparts as may be required by the Public Works Director or his/her designee.

GC-18. PERMITS AND NOTICES

- 1. All permits and licenses shall be secured and paid for by Contractor, unless otherwise specified.
- 2. Contractor shall give all notices required by and all work shall be done in accordance with all applicable federal and state laws, City and County laws and ordinances, building codes and rules and regulations bearing on the conduct of the Work.

GC-19. USE OF PREMISES

- 1. Contractor shall confine its operations to limits indicated by law, ordinances, rules, regulations, and permits of City or directions of Public Works Director or his/her designee and shall not unreasonably encumber the premises and/or site.
- 2. Contractor shall not load or permit any part of any structure, street or highways to be loaded with a weight that exceeds load limits which that will endanger their safety.
- 3. Contractor shall comply with federal, state and local laws and ordinances, as well as any specific instructions regarding signs, advertisements, fires and smoking from Public Works Director or his/her designee.

4. No City equipment will be taken out of service or put into service without approval of City.

GC-20. PROTECTION OF WORK AND PROPERTY

1. Contractor shall maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of life, the Work, supplies, materials and equipment on the Project site not yet incorporated in the Work, City's property and adjacent property. Contractor shall be solely liable for all damages to the City or the property of the City, to employees of the City or other contractors, to neighboring premises, or to any private or personal property, due to improper, illegal or negligent conduct of the Contractor, its Subcontractors, employees or agents in and about said Work, or in the execution of the Work. The Contractor shall be liable to the City for any damages, whether property damage or personal injury, occasioned by Contractor's use of any scaffolding, shoring, apparatus, ways, works, machinery, plant or any other process or thing that is required for the Work.
2. The Contractor shall give reasonable notice to the affected owners and utilities when any such property is liable to injury or damage through the performance of the Work and shall make all necessary arrangements with such owner or owners relative to the removal and replacement or protection of such property and/or utilities.
3. The Contractor shall satisfactorily shore, support and protect any and all structures and all excavations, pipes, sewers, drains, conduits and other Underground Facilities and shall be responsible for any damage resulting thereto. The Contractor shall not be entitled to any additional Contract Time on account of any postponement, interference or delay caused by any such structures and facilities being on the line of the Work, whether they are shown on the plans or not.
4. During unfavorable weather, or other unfavorable conditions for construction operations, the Contractor shall pursue only such portions of the Work as will not be damaged thereby. No portions of the Work, the satisfactory quality or efficiency of which will be affected by any unfavorable conditions, shall be constructed while these conditions exist, unless, by special means or precautions approved by the Public Works Director or his/her designee, the Contractor shall be able to perform the Work in a proper and satisfactory manner.
5. The Contractor shall assume full responsibility for the Work and shall bear any loss and repair any damage at his/her own cost occasioned by neglect, accident, vandalism or natural cause, whether foreseen or unforeseen, during the progress of the Work and until the Work is completed and accepted by the City.
6. Contractor shall comply with any and all instructions from the Public Works Director or his/her designee regarding prevention of accidents, fires or for the elimination of any unsafe practice.

7. Contractor shall post danger signs warning against the hazards created by such features of construction as protruding nails, hoists, well holes, elevator hatchways, scaffolding, window openings, stairways, falling materials, open trenches, other excavations, obstructions and similar conditions. All open trenches and other excavations shall be provided with suitable barriers, signs and lights, at Contractor's expense, such that adequate protection is provided to the public against accident by reason of such open construction. Obstructions such as material piles and equipment shall be provided with similar warning lights and signs.
8. All streets, roads, highways and other public thoroughfares which are closed to traffic, under the authority of a proper permit shall be protected, at Contractor's expense, by means of effective barricades on which shall be placed proper warning signs; such barricades being located at the nearest intersecting public highway or street on each side of the blocked section of such public thoroughfare.
9. All barricades and obstructions shall be illuminated by means of amber lights at night and all lights used for this purpose shall be at Contractor's expense and shall be kept burning from sunset to sunrise. Materials stored upon or alongside public streets and highways shall be so placed, and the work at all times shall be so conducted, as to cause the minimum obstruction and inconvenience to the traveling public. All barricades, signs, lights and other protective devices in public rights-of-way shall be installed and maintained in conformity with applicable statutory requirements and as required by the Manual on Uniform Traffic Control Devices, as amended, or any other applicable statutes or ordinances.

GC-21. SAFETY

1. Contractor shall be responsible for enforcing safety rules to assure protection of the employees and property of City, to assure uninterrupted production and to assure safe working conditions for Contractor and Subcontractors and their employees and to assure the safety of the general public. In addition to any other rights the City might exercise, Contractor and/or any Subcontractor failing to follow safety rules shall be subject to eviction from the job site and may be refused re-entry.
2. Contractor shall designate a responsible member of its organization on the Project whose duty shall be the prevention of accidents. The name and position of the person so designated shall be reported to the Public Works Director or his/her designee by Contractor. In the absence of such designation, the Contractor's Superintendent shall be deemed to be the safety representative.
3. Contractor shall develop and maintain an up-to-date emergency action plan, taking into account fires, hazardous materials, explosions, adverse weather, floods, etc, which shall be in compliance with all federal, state and local laws and ordinances. The procedures should outline specific action to be taken to protect life and to secure and protect the

building materials, constructed work, buildings, equipment and the position of cranes, and shall cover, at a minimum, the following items:

- a. Personal protective equipment;
 - b. First aid-personnel and facilities;
 - c. Arrangements for medical attention;
 - d. Sanitary facilities;
 - e. Fire protection;
 - f. Signs, signals, and barricades;
 - g. Security regulations;
 - h. Safety inspections;
 - i. Reporting forms and procedures;
 - j. Material handling and storage;
 - k. Lines of communication;
 - l. Determination of potential hazards;
 - m. Personnel safety meetings and education;
 - n. Access to work areas;
 - o. Subcontractors involvement in the program;
 - p. Inspections and corrective action.
 - q. Contractor shall furnish a copy of its safety plan to the Public Works Director or his/her designee for review but Contractor shall be fully responsible for the contents of and procedures outlined in said plan, including deficiencies therein, whether or not City shall have reviewed said plan.
4. In an emergency affecting the safety of life, the Work, the City's property or of adjoining property, Contractor, without special instruction or authorization from the Public Works Director or his/her designee, is hereby permitted to act, at its discretion, to prevent such threatened injury or loss. Any compensation claimed by Contractor on account of emergency work shall be determined by mutual agreement of City and Contractor.
5. Whenever, in the opinion of the Public Works Director or his/her designee, the Contractor has not taken sufficient precaution for the safety of the public or the protection of the Work to be constructed under this Contract, or of adjacent structures or property which may be injured by process of construction, and whenever, in the opinion of the Public Works Director or his/her designee, an emergency shall arise and immediate action shall be considered necessary in order to protect property interests and to avoid personal injury and/or death, then the Public Works Director or his/her designee, with or without notice to the Contractor, shall have the authority to cause such work to be done and materials to be furnished at places as the Public Works Director or his/her designee may consider necessary and adequate. The cost and expense of such work and material so furnished shall be borne by the Contractor. The performance of such emergency work shall in no way relieve the Contractor of responsibility for damages which may occur during or after such precaution has been duly taken.

GC-22 REPORTING OF INJURY OR DAMAGE.

1. The Contractor shall be responsible for any damage to the Work, whether due to accident, adverse weather, malicious mischief, riot, sabotage, theft, etc., and shall promptly return the Work to its previous condition at no cost to the City. If the loss is covered by property insurance, Contractor shall immediately report the damage and cooperate with the insurer on claims for reimbursement, but Contractor shall nevertheless promptly repair the damage so that the Work can proceed. The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable, except damage or loss attributable to acts or omissions of the City or anyone directly or indirectly employed by City, or by anyone for whose acts the City may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under the Indemnification provision of this Contract.
2. If either party suffers injury or damage to person or property because of an act or mission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

GC-23. HAZARDOUS MATERIALS

1. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
2. The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the Site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Public Works Director or his/her designee in writing.
3. Upon receipt of the Contractor's written notice, the City shall take reasonable steps to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the City and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum

shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

4. To the fullest extent permitted by law, the City shall indemnify and hold harmless the Contractor, Subcontractors, their agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity. The City shall not be responsible under this Section for materials or substances the Contractor brings to the Site unless such materials or substances are required by the Contract Documents. The City shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances. The City shall also indemnify the Contractor against fines, penalties or other costs assessed by government agencies for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents.
5. The Contractor shall indemnify the City for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the Site and negligently handles, or (2) where the Contractor fails to perform its obligations under this Section, except to the extent that the cost and expense are due to the City's fault or negligence.

GC-24. CUTTING, PATCHING AND DIGGING

1. Contractor shall do all cutting, fitting or patching of its work so that may be required to make its several parts come together properly and fit it to receive or be received by work of others shown upon or reasonably implied by the Contract Documents.
2. Contractor shall not endanger any property of City or any other individual or entity, or the Work by cutting, digging or otherwise and shall not cut or alter the work others except with the written consent of City.
3. Contractor shall assume responsibility for the patching or repairs, by the proper trade, of damages caused by work under this Contract.
4. Contractor shall comply with all local ordinances dealing with cutting, patching and digging and shall obtain all necessary permits.

GC-25. CLEANING UP

Contractor shall at all times keep the premises/site free from accumulations of waste material or rubbish caused by its employee or Work; and at the completion of the daily Work it shall remove all its rubbish from and about the premises/site and all its tools, scaffolding and surplus materials, and shall leave its work "broom clean" or its equivalent unless more exactly specified. In case of dispute, City may remove the rubbish and charge the cost to Contractor.

GC-26. JOBSITE OFFICE AND TEMPORARY FACILITIES

1. During the performance of this Contract, the Contractor may need to maintain a suitable office at or near the site of the Work which shall be the headquarters of the superintendent authorized to receive drawings, instructions, or other communications or articles from the Public Works Director or his/her designee, and any such communication given to the said superintendent or delivered at the Contractor's office at the site of the Work in his/her absence shall be deemed to have been given to the Contractor. Contractor shall coordinate the placement of such office with the Public Works Director or his/her designee, but unless otherwise provided in the Contract, the City does not make any representation as to the availability of space, utilities, parking or other amenities for such office. Upon completion of Work or when requested by Public Works Director or his/her designee, Contractor shall remove same from City's premises and leave the area in a clean and orderly condition.
2. The operations of the Contractor shall be in full conformity with all of the rules and regulations of boards and bodies having jurisdiction with respect to sanitation. The Contractor shall obey and enforce all sanitary regulations and orders, and shall take precautions against infectious diseases and the spread of same.
3. The Contractor shall supply safe and sufficient drinking water to all of its employees. All water used in the course of the Work shall be hauled in or purchased from the local Water Company's distribution system at the Contractor's own cost and expense.
4. Except where special permission has been granted by City, Contractor shall provide and maintain sanitary temporary toilet facilities located where directed by Public Works Director or his/her designee for accommodation of all persons engaged on the Work. Temporary toilets shall be enclosed and weatherproof and kept in sanitary and an approved condition at all times. After use for same has ceased, Contractor shall remove the temporary toilet facilities from City's premises and disinfect and fill any vaults.
5. Contractor shall provide and maintain temporary heat as required to protect all Work and material against injury from dampness and/or cold to the satisfaction of Public Works Director or his/her designee.
6. Unless otherwise specified in the Contract Documents, Contractor shall provide, at its cost and expense, temporary power, wiring and lights from City's provided source as may be required for its operations.

GC- 27 INSURANCE

The Contractor shall furnish insurance as described in Exhibit E to the Agreement. Contractor's failure to submit Certificates of Insurance, and Additional Insured and Notice of Cancellation/Modification Endorsements to the City as provided in the Instructions to Bidders, and in all cases prior to commencement of any Work on site, shall be grounds for termination of this Contract and exercise of the City's remedies including, but not limited to, against Contractor's Bid security.

GC-28. SURETY BONDS

1. Contractor shall, after Notice of Award, but as a precondition to enforcement of any right of Contractor with respect to the Contract, furnish City with a Performance Bond and a Statutory or Labor and Material Payment Bond in the full amount of the Contract Price on the forms attached to the Agreement as Exhibits B-1 and B-2. The Bonds shall be provided by corporate sureties admitted in the State of Kansas, and accompanied by valid Powers of Attorney if executed by an agent of the surety. Failure to furnish such Bonds within the time specified in the Notice of Award may, at the City's option, be the basis for declaring Contractor in default and pursuing such legal rights as the City deems in its best interest, including, but not limited to, enforcement of the City's rights as to bid security.
2. Contractor shall be responsible for notifying its surety of any modifications to the Contract Price or Time, and said surety shall not seek discharge as a result of any failure on Contractor's part to notify surety. If Changes to the Contract result in an increase in the Contract Price, the Contractor will be reimbursed for any additional surety bond premium, and the Contractor shall obtain a Rider to the surety bonds increasing their penal sum accordingly.

GC-29. DELAYS AND EXTENSION OF TIME

Please see "Scope of Services"

GC-30. CHANGES IN THE WORK

1. Change Orders. The City, without invalidating the Contract, may by direct changes in the Work which may result in an addition to or deduction from the Contract Price and/or changes in the Contract Time. A change which is agreed upon by the City and the Contractor shall be commemorated in a Change Order to be prepared by the Public Works Director or his/her designee, and signed by the City and the Contractor. The Contractor shall then be entitled to bill and be paid for the Work of the Change in the same manner as all other payments under the Contract. The Work as changed shall be subject to all the same terms and conditions as original work under this Contract.

2. **Quantity Variations.** Where changes in the Work involve a change in the quantity of any item paid based on unit prices, the Contract Price shall be revised by extension of the quantities and unit price such items so changed subject to written approval of the Public Works Director or his/her designee. If the quantity is increased or decreased by thirty-three percent (33%) or more, and the total value of the Work affected is at least twenty percent (20%) of the Contract Price, either party may request that the Public Works Director or his/her designee equitably adjust the unit price. The Public Works Director or his/her designee shall advise both parties in writing of his decision on such adjustment within ten days of receipt of substantiating information from the requesting party, subject to both parties' right to dispute this decision. Pending resolution of such dispute, however, the Contractor shall be entitled to bill and be paid for the Work at the unit prices determined by the Public Works Director or his/her designee in the same manner as all other payments under the Contract.
3. **Minor Changes.** Public Works Director or his/her designee may order minor changes in the Work through field orders, which in no material or substantial way increase or decrease the Work; and such minor changes in the Work shall not involve an addition or deduction from the Contract Price nor an extension of the Contract Time.
4. **Work Directives.** From time to time the Public Works Director or his/her designee may also issue written orders to Contractor for needed clarifications, modifications or corrections. If the Contractor and the City do not agree that such written order is a change, or on what if any adjustment to the Contract Price or Contract Time is appropriate, the Public Works Director or his/her designee shall issue a directive to the Contractor describing the Work affected thereby, and the Contractor shall immediately comply with it subject to the other terms of the Contract. Any appropriate adjustment to the Contract price or Contract Time shall be resolved as follows.
5. **The Public Works Director or his/her designee shall either:**
 - a. make a good faith evaluation of the appropriate adjustment to the Contract Price and/or Contract Time within ten days of receipt of substantiating proposal from the Contractor, and the Contractor shall be permitted to bill for the changed work as otherwise provided in the Contract Documents; or
 - b. direct the Contractor to keep an accurate account of its Allowable Field Costs as provided for below, and the Contractor shall be permitted to bill for, and receive, such costs plus fifteen percent (15%) as its full compensation for the Contractor's profit, overhead, general superintendence, field office expense and all other elements of cost not embraced within the Allowable Field Costs; or
 - c. If the Public Works Director or his/her designee has determined in good faith that no change has occurred, and that the work covered by the Work Directive is part of the Contractor's obligations under the Contract Documents, the Public Works

Director or his/her designee direct the Contractor to proceed with the Work. The Contractor may keep records of its allowable costs and submit them through the disputes process as otherwise provided herein.

- d. Where a Work Directive results in a credit to the City, the credit will be for allowable costs only, and no credit will be given back to the City for overhead or profit unless the Work reduced equals or exceeds ten percent (10%) of the Contract Price.
- e. If the Public Works Director or his/her designee determines that the value of any work performed under a Work Directive shall be based on costs incurred, the Contractor shall keep accurate records of its Allowable Field Costs as defined below.
 - i. Where extra work is to be compensated based on Allowable Field Costs, only the following costs, as actually incurred and documented, will be paid to the Contractor:
 - a. The cost of all workers, such as foremen, timekeepers, mechanics,
 - b. and laborers, for the time actually employed in the performance of the said extra work;
 - c. All materials and supplies;
 - d. Trucks and rental on machinery and equipment for the time actually employed or used in the performance of said extra work, but not to exceed the purchase price of any such items if rented from third parties, and, if the items are owned by Contractor or an affiliate of Contractor, the rental rate shall not exceed eighty-five percent (85%) of the local standard rental rate for similar items;
 - e. Any transportation or travel charges necessarily incurred in connection with said equipment authorized by the Public Works Director or his/her designee for use on said work and similar operating expenses;
 - f. All incidental expenses incurred as a direct result of such extra work,
 - g. including payroll taxes and a ratable proportion of premiums for
 - h. insurance, where the premiums therefor are based on payroll costs,
 - i. public liability and property damage, worker's compensation, and other insurance required by the Contract; provided, however, Contractor must enumerate and justify to City's satisfaction any such claimed incidental expenses;

- j. Additional premiums for surety bonds, upon receipt by the City of riders increasing the penal sum of the bonds.
- 6. Without in any way limiting City's right to challenge any individual costs claimed by Contractor, incidental costs shall not include:
 - a. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Contractor whether at the site or in Contractor's principal or a branch office for general administration of the work unless specifically agreed to by City - all of which are to be considered administrative costs covered by the Contractor's overhead and profit.
 - b. Expenses of Contractor's principal and branch offices other than Contractor's office at this site.
 - c. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - d. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.
 - e. Other overhead of general expense costs of any kind and the costs of any item not specifically and expressly agreed to by City. The Public Works Director or his/her designee may direct the form in which accounts of the Allowable Field Cost shall be kept and may also specify in writing, before the Work commences, the method of doing the Work and the type and kind of machinery and equipment, if required, which shall be used in the performance of extra work
- 7. If either party wishes to take exception to the Public Works Director or his/her designee's decisions as to whether an item constitutes a Change, or the appropriate adjustment to the Contract Price or Contract Time associated with a Change, it shall notify the Public Works Director or his/her designee, with a copy of such notice to the other party, within seven (7) days of receipt of the Public Works Director or his/her designee's decision. Failure to give such notice shall constitute acceptance of the Public Works Director or his/her designee's decision.
- 8. Except for Work done as a result of an emergency endangering life or property, no Work resulting in an additional pay item shall be performed unless pursuant to the provision of a Change Order or a Work Directive.

GC-31. INDEMNITY

1. Definitions. For purposes of indemnification requirements as set forth throughout the Contract, the following terms shall have the meanings set forth below:
 - a. "The Contractor" means and includes Contractor, all of his affiliates and subsidiaries, his Subcontractors and materialmen and their respective servants, agents and employees; and
 - b. "Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim, whether real or spurious, for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with, or are claimed to arise out of or be connected with, the performance of this Contract whether arising before or after the completion of the Work required hereunder.
2. The Indemnities. For purposes of this Contract, and without in any way limiting indemnification obligations that may be set forth elsewhere in the Contract, and to the greatest extent permitted by applicable law, Contractor hereby agrees to indemnify, defend and hold harmless the City from any and all Loss to the extent such Loss is caused or incurred by, on account of or as a result of the negligence or other actionable fault of the Contractor, its employees, agents, Subcontractors and suppliers or any other party for whom Contractor is responsible. It is agreed as a specific element of consideration of this Contract that this indemnity shall apply notwithstanding the joint, concurrent or contributory or comparative fault or negligence of the City or any third party and, further, notwithstanding any theory of law including, but not limited to, a characterization of the City's or any third party's joint, concurrent or contributory or comparative fault or negligence as either passive or active in nature. Additionally, Contractor agrees to defend any claim, action or suit that may be brought against City, its governing body, officers, agents or employees for infringement of any patents arising out of the performance of this Contract or out of the use or disposal by or for the account of City of supplies furnished or construction work performed hereunder, and also to indemnify and hold harmless City, its governing body, officers, agents, and employees against all judgments, decrees, damages, costs and expenses recovered against it or them sustained by it or them on account of any such actual or alleged infringement.
3. General Limitation. Nothing in this section shall be deemed to impose liability on the Contractor to indemnify the City for Loss to the extent that the City's negligence or other actionable fault is the cause of Loss.

4. Waiver of Statutory Defenses. With respect to the City's rights as set forth herein and to the greatest extent permitted by applicable law, the Contractor expressly waives all statutory defenses, including, but not limited to, those under workers compensation, contribution, comparative fault or similar statutes to the extent said defenses are inconsistent with or would defeat the purposes of this section.

GC-32. ASSIGNMENT OF CONTRACT

Contractor shall not assign any of its rights under the Contract without the express, advance written consent of the City. In case the Contractor assigns all, or any part, of the monies due or to become due under this Contract, the right of the assignee in and to any monies due or to become due the Contractor shall be subject to all prior claims of all persons, firms, and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract and no money shall be paid assignee on behalf of the Contractor by the City until such time as the Contractor has discharged its obligations to the City under the Contract. It is expressly understood and agreed that no assignment shall be effective as against the City unless it complies with the foregoing.

GC-33. SUBCONTRACTING

1. The Contractor shall not make any substitution for any Subcontractor unless the City so agrees in writing. The City reserves the right to disapprove the use of any subcontractor, but its failure to exercise such right shall not constitute acceptance of the work of any subcontractor. Disapproval of a subcontractor shall not be grounds for an adjustment to the Contract Price or Contract Time.
2. Contractor shall not subcontract more than fifty percent (50%) of the Work.
3. Should any Subcontractor fail to perform in a satisfactory manner, the Contractor shall immediately take appropriate action to rectify the failure of its Subcontractors. The Contractor shall be as fully responsible to the City for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.
4. The Contractor shall cause appropriate provisions to be inserted in all subcontracts to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of the Subcontractor and to give the Contractor the same power to terminate any subcontract as the City has to terminate the Contractor under any provisions of the Contract Documents.
5. Contingent Assignment of Subcontracts to City. Each subcontract agreement for a portion of the Work is assigned by the Contractor to the City, provided that

- a. Assignment is effective only after termination of the Contract by the City for cause pursuant to this Contract's termination provisions, and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
 - b. Assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.
 - c. When the City accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.
 - d. Upon such assignment, if the Work has been suspended for more than 30 days, and if a Subcontractor provides backup for additional costs arising from the suspension, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.
 - e. Upon such assignment to the City under this Section, the City may further assign the subcontract to a successor contractor or other entity. If the City assigns the subcontract to a successor contractor or other entity, the City shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.
6. Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the City, nor shall anything contained in the Contract Documents create any obligation on the part of the City to pay to or to see to the payment of any sums due any Subcontractor.

GC-34. CORRECTION OF WORK

1. The Contractor shall promptly correct Work rejected by the Public Works Director or his/her designee or Inspector or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed, and remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement of destroyed or damaged construction (whether completed or partially completed) of the City or separate contractors caused by the Contractor's correction or removal of Work, and compensation for the Inspector's services and expenses made necessary thereby, shall be at the Contractor's expense.
2. If Contractor should neglect to prosecute the work properly or fail to perform any provision of the Contract Documents, the City, after three (3) days' written notice to Contractor may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due Contractor.
3. In addition to the Contractor's Warranty obligations if, within two years after the date of Substantial Completion of the Work or designated portion thereof (or, if the Work in question was performed after Substantial Completion, from the date on which the Work

was completed) or after the date for commencement of warranties or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Public Works Director or his/her designee to do so, unless the Public Works Director or his/her designee has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the two-year period for correction of Work, if the Public Works Director or his/her designee fails to notify the Contractor and give the Contractor an opportunity to make the correction, the City waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Public Works Director or his/her designee, the City may correct it in accordance with the provisions of this Contract.

4. Nothing contained in this Section shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the two-year period for correction of Work as described herein relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.
5. If the City prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the City may do so instead of requiring its removal and correction, in which case the Contract Price will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

GC-35. DISPUTE RESOLUTION

1. City and Contractor agree that disputes relative to the Work shall first be addressed by negotiations between the parties. Such negotiations shall take place within thirty (30) days of demand by the party seeking resolution of the dispute. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Contractor shall proceed with the Work as per the Contract Documents as if no dispute existed.
2. In order to preserve its rights to dispute a matter hereunder, the complaining party must submit a written notice to the other party setting forth the basis for its complaint within twenty (20) calendar days following receipt of the decision of the Public Works Director or his/her designee as to such matter or other action on which the dispute is based. A decision of the Public Works Director or his/her designee (where appropriate) under GC-

7 above; notice of dispute, and direct negotiation, shall be conditions precedent to any legal action.

GC-36. RIGHT OF CITY TO SUSPEND OR TERMINATE CONTRACT

1. Suspension of Work by the City. The Public Works Director or his/her designee may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine. The Contract Price and Contract Time shall be adjusted for increases in the cost and time caused by such suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or that an equitable adjustment is made or denied under another provision of the Contract.
2. Termination of the Contract by the City. If any of the conditions enumerated below are found by the City to have occurred:
 - a. the Work to be done under this Contract shall be abandoned by the Contractor; or
 - b. this Contract shall be assigned by Contractor otherwise than as herein provided; or
 - c. at any time the Public Works Director or his/her designee shall certify in writing to the City that:
 - i. the performance of the Work under this Contract is being unnecessarily delayed such that all Bid items of the Project are not completed within the time named for their completion or within the time to which such completion date may be extended;
 - ii. that the Contractor is violating any of the conditions or covenants of this Contract or the specifications therefor;
 - iii. that the Contractor is executing the same in bad faith or otherwise not in accordance with the terms of said Contract; or if the Contractor defaults in any material manner in its performance of the Contract; or
 - iv. a petition should be filed in bankruptcy by the Contractor, or by others seeking to have Contractor adjudged bankrupt and a motion is not made by Contractor within ten (10) days seeking assumption of the Contract and manifesting the ability to fulfill all of Contractor's obligations and curing all of Contractor's defaults; or if a general assignment of its assets should be made for the benefit of its creditors; or if a receiver should be appointed for the Contractor or any of its property;
 - d. then, in addition to other rights the City may choose to exercise, the City may, at its option, serve written notice upon the Contractor and its surety of City's intention to terminate this Contract, and unless within five (5) days after the serving of such

notice upon the Contractor, a satisfactory arrangement be made for the continuance thereof, this Contract shall cease and terminate.

3. In the event of such termination, the City shall immediately serve notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and complete the Work; provided, however, that if the surety does not commence performance thereof promptly, the City may take over the Work and prosecute same to completion, by contract or otherwise, for the amount and at the expense of the Contractor, and the Contractor and its surety shall be liable to the City for any and all excess cost sustained by the City by reason of such prosecution and completion; and in such event the City may take possession of, and utilize in completing the Work, all such materials, equipment, tools and plant as may be on the site of the Work and necessary therefor.
4. When Contractor's services have been so terminated, such termination shall not affect any rights or remedies of City against Contractor then existing or which may later accrue. Similarly, any retention or payment of monies due Contractor shall not release Contractor from liability.
5. The City also reserves the right, in its sole discretion and for its convenience and without cause or default on the part of Contractor, to terminate the Contract by providing written notice of such termination to Contractor. Upon receipt of such notice from City, Contractor shall: (1) immediately cease all work; or (2) meet with City and, subject to City's approval, determine what Work shall be required of Contractor in order to bring the Project to a reasonable termination in accordance with the request of City. If City shall terminate for its convenience as herein provided, City shall: (1) compensate Contractor for all purchased materials and actual cost of work completed to date of termination; and (2) release and indemnify Contractor against any liability Contractor may have to any third parties as the result of any contracts, commitments, purchase orders or any other such liabilities Contractor may have incurred as a result of its obligations under the provisions of the Contract. Contractor agrees that it shall minimize such potential liabilities by, where practical, informing third parties of City's right to terminate and attempting to obtain from such third parties a waiver of any liability in the event of such termination.
6. Any termination of the Contract for alleged default by Contractor that is ultimately determined to be unjustified shall automatically be deemed a termination for convenience of the City.

GC-37. PROGRESS PAYMENTS

Please see "Scope of Services."

GC-38 INSPECTION FOR SUBSTANTIAL COMPLETION AND RELEASE OF FUNDS

1. When the Contractor considers that the Work, or a portion thereof which the City agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Public Works Director or his/her designee a comprehensive list of items to be completed or corrected prior to final payment (the "Punch List"). Failure to include an item on the Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
2. Upon receipt of the Punch List, the Public Works Director or his/her designee and/or the Inspector will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the inspection discloses any item, whether or not included on the Punch List, which is not sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Public Works Director or his/her designee. In such case, the Contractor shall then submit a request for another inspection to determine Substantial Completion.
3. When the Work or designated portion thereof is substantially complete, the Public Works Director or his/her designee will prepare and submit to the City and the Contractor a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the City and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. The Public Works Director or his/her designee shall agree upon a reasonable value of Work not yet completed, and identify these in writing. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.
4. The City shall make payment of retainage applying to such Work or designated portion thereof, less 150% of the value of the remaining Work to be completed, and funds sufficient to protect the City from threatened claims, losses or other identified financial obligations of Contractor.

GC-39. PAYMENTS WITHHELD

1. The City may withhold payment in whole or in part, to the extent reasonably necessary to protect the City, for any of the following reasons:
 - a. defective Work not remedied;
 - b. third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the City is provided by the Contractor;
 - c. failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

- d. reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
 - e. damage to the City or a separate contractor;
 - f. reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
 - g. repeated failure to carry out the Work in accordance with the Contract Documents.
- 2. The City may also nullify a payment previously issued, and withhold sums appropriate to protect the Owner from loss for which the Contractor is responsible. When the reasons for withholding payment are removed, payment will be made for amounts previously withheld.
- 3. The City may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered.

GC-40. RETENTION OF RECORDS – CITY'S RIGHT TO AUDIT

Contractor shall maintain copies of records, including invoices reflecting sale or use tax information, pertaining to the Construction of this project for a period of five (5) years from the date of final payment. Such records shall be made available to the City for audit and review purposes upon written request therefor from City or its authorized agent(s) during the construction period and the five (5) year period following final payment.

GC-41. NOTICE

- 1. Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.
- 2. All notices of claims, potential changes or impediments to Contractor's ability to comply with the requirements of this Contract shall be given promptly and in writing, to allow the City the maximum opportunity to address and respond to them and to avoid impact to the Work.

GC-42. NO WAIVER OF RIGHTS

No waiver of any breach of this Contract shall be construed to be a waiver of any other subsequent breach.

GC-43. INDEPENDENT CONTRACTOR

The right of general supervision of the City and/or the Public Works Director or his/her designee shall not make the Contractor an agent of the City, and the liability of the Contractor for all damages to persons, firms and corporations arising from the Contractor's execution of the Work shall not be lessened because of such general supervision, but as to all such person, firms and corporations, and the damages, if any, to them or their property, the contractor herein is an independent contractor in respect to the Work.

GC-44. SEVERABILITY

The parties agree that should any provision of the Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason such provision(s) shall be null and void but that the remaining provisions of the Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.

GC-45. INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due as required by Kansas law.

GC-46. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the state of Kansas.

GC-47. VENUE

Venue of any litigation arising in connection with this Agreement shall be the state courts of Johnson County, Kansas.

GC-48 APPOINTMENT OF SERVICE AGENT:

Kansas Statutes Annotated 16-113 requires that non-resident Contractors appoint an agent for the service of process in Kansas. The executed appointment must then be filed with the Secretary of State, Topeka, Kansas. Any successful Bidder-Contractor domiciled outside the State of Kansas must comply with these statutory requirements.



Black & McDonald

December 16, 2019

City of Roeland Park
Attn: Donnie Scharff
Public Works Director
4600 W 51st Street,
Roeland Park, Kansas 66205

RE: Streetlight Maintenance Contract – 2020 Contract Extension

Mr. Scharff,

We appreciate the continued opportunity to provide streetlight maintenance services to the citizens of Roeland Park. We feel that this has been a successful relationship for both parties over the last several years and sincerely hope we can continue this relationship into the years to come.

For a contract extension for calendar year 2020 I propose a 3.25% increase to the current unit rate. The annual cost in 2019 was \$21,694.40 (\$36.40 per light) and the 2020 price would be \$37.58 per light (approx.. \$22,399.47 annually), based on the current number of lights. This annual amount is subject to change only by addition or removal of streetlights.

If you have any questions, please do not hesitate to contact me directly. Have a great and safe day.

Regards,



Jennifer L. Mathes
Manager, Streetlight Maintenance Services
Direct 816.410.8633
Cell 816.215.6509
jmathes@blackandmcdonald.com

Item Number: New Business- VIII.-C.
Committee 12/16/2019
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 11/22/2019
Submitted By: Donnie Scharff, Director of Public Works
Committee/Department: Public Works
Title: **Approve Watershed Agreement with Johnson County**
Item Type: Agreement

Recommendation:

Staff recommends approval of the watershed agreement with Johnson County.

Details:

For watershed improvements, the county is proposing that if a city's watershed improvement project meets a certain level of risk reduction or a project impact is of greater magnitude or scope, those projects may be funded 100% by the county. Other projects would have 50% of costs covered by the county, and 50% by cities.

Previously, the county would pay for 75% of watershed improvements, and each city would pay 25% projects. There is no direct cost for a city to join a Watershed Organization. The county will formalize the new Watershed Organizations program next year and plan to begin funding project development in 2021. The contract will be implemented in January 2020 and be in place for 10 years. Cities within this agreement may terminate at anytime by written notice to the organization.

The Watershed Agreement attached has been reviewed and approved as to form by the City Attorney.

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
<input type="checkbox"/>	Watershed Agreement with Johnson County	Cover Memo
<input type="checkbox"/>	Watershed By-Laws	Cover Memo
<input type="checkbox"/>	Watershed Boundaries	Cover Memo

Agreement for the Establishment of Watershed Organization 1 in Johnson County, Kansas

This Agreement is entered into by and among the cities of Fairway, Lenexa, Merriam, Mission, Mission Hills, Mission Woods, Overland Park, Prairie Village, Roeland Park, Shawnee, Westwood, and Westwood Hills, KS (collectively “Watershed Organization Member” or “Members”); in connection with their desire and intent to undertake a cooperative effort relating to stormwater and flood control matters within the Watershed Organization boundaries.

Recitals

A. Previously, stormwater improvement efforts within Johnson County have been carried out independently, rather than cooperatively.

B. The Members desire to cooperate in future stormwater-related projects through an informal watershed organization for the purposes of broadly and comprehensively cooperating in stormwater management projects within a particular watershed giving appropriate consideration to watershed-wide, rather than solely local concerns (hereinafter the “Watershed Organization”).

C. The Members acknowledge that funds for stormwater structural and non-structural measures and projects including proper maintenance of the stormwater system may be spent in a collaborative effort directed towards common benefits without focusing upon location within one jurisdiction or another.

D. The Members recognize that benefits may be derived from a comprehensive collaborative approach and the development of a master plan to reduce flood risks, replace and maintain systems, and improve water quality within the watershed.

E. The Watershed Organization will be the means by which the Members will participate and obtain funding from the Johnson County Stormwater Management Program.

F. The Watershed Organization boundary is depicted on the attached exhibit.

Agreement

The Members to this Agreement agree as follows:

1. Each of the undersigned Members shall be a member of Watershed Organization 1 (the “Organization”) which shall be an unincorporated association.

2. The Organization shall develop and implement a master plan that will identify and prioritize improvements to address flooding, water quality and stormwater system replacement (hereinafter the “Watershed Master Plan”).
3. The Organization’s general approach shall be to develop stormwater related studies and improvement projects using recognized and accepted stormwater engineering principles and practices.
4. The Organization shall discuss minimum design standards, policies and actions in an effort to promote consistency and a uniform approach to stormwater management improvements throughout the watershed.
5. The Organization will prioritize improvement projects identified in the Watershed Master Plan and may collaborate to pursue the identified projects. The primary funding source for these improvement projects shall be the Johnson County Stormwater Management Program.
6. The Organization may also pursue funding from the Johnson County Stormwater Management Program for stormwater improvement projects which have benefits limited to a sole Member jurisdiction (i.e., local projects).
7. The Organization may participate in a watershed-wide public education program to promote the benefits of the Organization’s cooperative effort with respect to flood risk reductions, water quality and system replacement.
8. The Organization’s internal operating procedures shall be as set forth by the “Watershed Organization By-laws,” a copy of which is attached to this Agreement.
9. This Agreement shall be effective on January 1, 2020 and shall remain in effect for 10 years.
10. It is not the purpose or intent of this Agreement to create, supplant, preempt or supersede the authority or role of any jurisdiction or governmental entity. Nothing in this Agreement shall be deemed to be contrary to any Member’s statutory or other duties or obligations and the Organization shall have no authority or ability to encumber any funds of any Member or enter into a contract or agreement on behalf of any Member.
11. Individual Member’s may terminate their participation in this Agreement and the Organization at any time by written notice to the Organization.

Signature Page (1 of 12)

City of Fairway, Kansas

Melanie Hepperly, Mayor

Attest: City Clerk

Date

Signature Page (2 of 12)

City of Lenexa, Kansas

Michael A. Boehm, Mayor

Attest: City Clerk

Date

Signature Page (3 of 12)

City of Merriam, Kansas

Ken Sissom, Mayor

Attest: City Clerk

Date

Signature Page (4 of 12)

City of Mission, Kansas

Ron Appletoft, Mayor

Attest: City Clerk

Date

Signature Page (5 of 12)

City of Mission Hills, Kansas

David W. Dickey, Mayor

Attest: City Clerk

Date

Signature Page (6 of 12)

City of Mission Woods, Kansas

Robert A. Tietze, Mayor

Attest: City Clerk

Date

Signature Page (7 of 12)

City of Overland Park, Kansas

Carl R. Gerlach, Mayor

Attest: City Clerk

Date

Signature Page (8 of 12)

City of Prairie Village, Kansas

Eric Mikkelsen, Mayor

Attest: City Clerk

Date

Signature Page (9 or 12)

City of Roeland Park, Kansas

Mike Kelly, Mayor

Attest: City Clerk

Date

Signature Page (10 of 12)

City of Shawnee, Kansas

Michelle Distler, Mayor

Attest: City Clerk

Date

Signature Page (11 of 12)

City of Westwood, Kansas

John M. Ye, Mayor

Attest: City Clerk

Date

Signature Page (12 of 12)

City of Westwood Hills, Kansas

Paula Schwach, Mayor

Attest: City Clerk

Date

**BY-LAWS OF
WATERSHED ORGANIZATION 1
JOHNSON COUNTY, KANSAS**

**ARTICLE I
STATEMENT OF PURPOSE**

Pursuant to the agreement between the Cities of Fairway, Lenexa, Merriam, Mission, Mission Hills, Mission Woods, Overland Park, Prairie Village, Roeland Park, Shawnee, Westwood, and Westwood Hills, Kansas (collectively the “Members”); the following rules are to govern the transaction of business by Watershed Organization 1 (the “Organization”), an unincorporated association. The objectives, purposes, powers and duties of the Organization are as follows:

1. Implement goals of Watershed Organization Agreement (“Agreement” as adopted by the Members.
2. Coordinate efforts among the Members in planning of improvements within the Watershed.
3. Discuss stormwater investments under consideration and better collaborate on a watershed basis.
4. Develop and maintain a watershed-based master plan that includes projects and policies to reduce flood risk, maintain and replace systems and improve water quality irrespective of jurisdictional boundaries.
5. Work cooperatively to implement the watershed-based master plan by jointly developing and funding studies and projects that benefit the watershed.
6. Work cooperatively to adopt common stormwater design standards and achieve a consistent level of service throughout the watershed.
7. Develop best management practices designed to protect investment in existing stormwater improvements through proper maintenance.
8. Assist with permitting and other common needs or benefits.
9. Provide letters of support for outside funding source applications.

**ARTICLE II
MEMBERSHIP**

Section 1. Membership.

Each Member which is and remains a signatory to the Watershed Organization Agreement shall appoint one representative to serve as a participating member of the Watershed Organization. Membership qualifications shall be established, vacancies filled, and members removed as determined by each Member for that Member’s position.

In order to ensure further coordination of stormwater management throughout the Watershed, other entities that have an interest may be invited to nominate a representative from their organizations to

serve as ex officio members on the Organization. The qualifications for and manner of appointment for ex-officio members shall be at the sole discretion of the participating Members of the Organization.

Section 2. Quorum.

A quorum shall consist of a majority of the entire membership of the Organization. In the absence of a quorum, the Organization may discuss issues on the agenda but may not conduct any formal business or take any action on behalf of the Organization. Members may attend meetings and vote by telephone or by proxy.

Section 3. Voting.

Each member of the Organization present at a meeting shall be entitled to one vote.

ARTICLE III OFFICERS AND THEIR DUTIES

Section 1. Officers.

The officers of the Organization shall consist of a chairperson, vice-chairperson, and secretary, who shall be members appointed to the Organization. The officers shall perform the duties prescribed in these bylaws, and any other duties prescribed by the parliamentary authority adopted by the Organization.

Section 2. Election of Officers.

- (a) The Organization shall elect officers by a majority vote annually at the first regular meeting of the calendar year.
- (b) Nomination of officers shall be made from the floor by Organization members. Nominees shall accept the nomination in order to become a candidate. After an acceptance, Members may discuss nominations.
- (c) Elections shall follow immediately after any discussion of the nomination, and shall be made by motion of any Organization member. The motion shall receive a second prior to a vote on the motion by Organization members.
- (d) A candidate receiving a majority vote of the entire membership of the Organization shall be declared elected and shall fill the office nominated for one year or until the successor shall take office. In the event that no candidate receives a majority vote of the entire membership of the Organization, the election process shall be repeated.
- (e) Any vacancies in offices shall be filled immediately by regular election procedure.

Section 3. The Chairperson's Duties.

The Chairperson:

- (a) Shall call any regular or special meetings of the Organization and authorize the agenda for any meeting.
- (b) Shall be the presiding officer at all meetings of the Organization at which the Chairperson is present.
- (c) Shall have the privilege of recognizing all speakers and Organization members and declaring who has the floor for the purposes of all discussions and proceedings before the Organization,
- (d) Shall decide all points of order and procedure in accordance with the parliamentary procedure adopted by the Organization, and
- (e) Shall sign all official documents for the Organization.

Section 4. The Vice-Chairperson's Duties.

The Vice-Chairperson:

- (a) Shall act as the Chairperson in the absence or disability of the Chairperson.
- (b) Shall co-sign all official documents for the Organization.

Section 5. The Secretary's Duties.

The Secretary:

- (a) Shall act as the Chairperson in the absence or disability of the Chairperson and Vice-Chairperson.
- (b) Shall attest to the Chairperson's and Vice-Chairperson's signature on all official documents for the Organization.
- (c) Shall tend to any correspondence with the Jurisdiction's staff, applicants, and the public, as directed by the Chairperson and as necessary for carrying out duties and objectives of the Organization.
- (d) Shall take and keep minutes of all Organization meetings.
- (e) Shall be the Custodian of Records for the Organization.

Section 6. Acting Officers.

- (a) In the absence or disability of the Chairperson, the Vice-Chairperson, and Secretary, an acting Chairperson shall be selected by the members of the Organization present.
- (b) In the absence or disability of the Secretary, an acting Secretary shall be selected by the members of the Organization present.
- (c) A member of the Organization may act to fulfill the duties of only one office at a time unless serving in the absence or disability of another officer.

ARTICLE IV SUPPORT STAFF

The Organization shall utilize, as necessary, the staff provided and authorized by the Members to assist in the completion of the Organization's work. Support staff may include:

- (a) Staff planner(s), engineer(s), or appointed consultants for the Member responsible for planning and public works functions in the Watershed Organization;
- (b) Designated planner, engineer, or consultant for the Organization, funded by funds made available through the Organization's actions or as authorized by the Members;
- (c) Any other support staff designated to represent the interests of the Members and assist in implementation of the Watershed Organization Watershed Plan.

ARTICLE V MEETINGS

Section 1. Regular Meetings.

- (a) Regular meetings of the Organization shall be held as needed, but at least bi-annually.
- (b) A meeting may be cancelled by directive of the presiding officer for failure to assemble a quorum for a scheduled meeting.
- (c) Held via teleconferences, Skype, etc...

Section 2. Special Meetings.

- (a) Special meetings may be called as needed to handle business of the Organization. Special meetings may be called by the Chairperson, or at the request of three members of the Organization to the Chairperson, provided that prior notice is given to each Member of the Organization of the time, place, and agenda of such meeting, and provided all other public notice requirements are met.
- (b) No business other than that specified in the agenda may be considered at a special meeting, except by unanimous consent of the Members present at the special meeting.

ARTICLE VI PARLIAMENTARY PROCEDURE

The rules contained in the current edition of *Robert's Rules of Order* shall govern the Organization in all cases to which they are applicable except where they are inconsistent with these bylaws, any special rules of order the Organization may adopt, or any of the Kansas Statutes Annotated that are applicable to the operation of the Organization.




ARTICLE VII AMENDMENT OF BYLAWS

Section 1. These bylaws may be amended by an affirmative vote of the majority of the Organization.

Section 2. Proposals for amendment of the bylaws shall be presented in writing at a meeting of the Organization and action on the proposed amendment shall be taken at a subsequent meeting.

These bylaws are approved and adopted by Watershed Organization 1 this 1st day of January, 2020.

Legend

-  Strategic Plan Watersheds
-  Watershed Boundary
-  City Limits

