

**GOVERNING BODY WORKSHOP AGENDA
ROELAND PARK**

**Roeland Park City Hall 4600 W 51st Street, Roeland Park, KS 66205
Monday, December 16, 2019 6:00 PM**

- | | | |
|--|---|--|
| <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 |
|--|---|--|

Admin

Madigan

Brauer

Finance

Faidley

McCormack

Safety

Dickens

Rebne

Public Works

Hill

Kelly

I. APPROVAL OF MINUTES

A. November 18, 2019

II. DISCUSSION ITEMS:

1. 2020 Stormsewer Replacement Project Update
2. R Park Sculpture Review
3. Direction on Purchasing Traffic Signal Poles for Roe 2020 Independent of Primary Contract
4. Discuss Quarterly Community Forum Schedule and Topics
5. Review Quotes on Roe House Play Structure
6. Review Tree Services Agreement
7. Discuss Council Appointments and Council President Selection Timeline
8. Executive Session - "I move to recess the City Council into executive session in order to discuss the potential acquisition of real estate, pursuant to the real estate exception of the Kansas Open Meetings Act, K.S.A.75-4319(b)(6). The open meeting to resume at _____ in Council chambers."

III. NON-ACTION ITEMS:

IV. ADJOURN

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

Park.

Below are the Procedural Rules of the Committee

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

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

agenda item. If a large number of people wish to speak, this time may be shortened by the Chair so that the number of persons wishing to speak may be accommodated within the time available.

- F. **Speak Only Once Per Agenda Item.** Second opportunities for the public to speak on the same issue will not be permitted unless mandated by state or local law. No speaker will be allowed to yield part or all of his/her time to another, and no speaker will be credited with time requested but not used by another.
- G. **Addressing the Committee of the Whole.** Comment and testimony are to be directed to the Chair. Dialogue between and inquiries from citizens and individual Committee Members, members of staff, or the seated audience is not permitted. Only one speaker shall have the floor at one time. Before addressing Committee speakers shall state their full name, address and/or resident/non-resident group affiliation, if any, before delivering any remarks.
- H. **Agendas and minutes** can be accessed at www.roelandpark.org or by contacting the City Clerk

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

Item Number: **APPROVAL OF MINUTES- I.-A.**
Committee **12/16/2019**
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **November 18, 2019**
Item Type:

Recommendation:

Details:

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
□ November 18, 2019	Cover Memo

GOVERNING BODY WORKSHOP MINUTES
Roeland Park City Hall
4600 W 51st Street, Roeland Park, KS 66205
Monday, November 18, 2019 6:00 P.M.

- Mike Kelly, Mayor
- Jan Faidley, Council Member
- Jennifer Hill, Council Member
- Tim Janssen, Council Member

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

- Keith Moody, City Administrator
- Jennifer Jones-Lacy, Asst. Admin.
- Kelley 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

(Governing Body Workshop called to order.)

ROLL CALL

CMBR Poppa called the Governing Body Workshop to order. All Governing Body members were present.

MODIFICATION OF AGENDA

There were no modifications to the agenda.

I. MINUTES

- 1. October 21, 2019**
November 4, 2019

The minutes were approved as submitted.

II. DISCUSSION ITEMS:

- 1. Summary of New Neighborhood Service Programs in 2019**

Ms. Jones-Lacy went over the new programs that were implemented in 2019, the Property Tax Rebate Program, Neighbors Helping Neighbors, and the Compost Bin Rebate. She showed snapshots of the promotions of the programs that were put on Facebook, Twitter, NextDoor and also the City's website.

The Property Tax Rebate program was funded with \$15,000 in 2019. May 17th was the original deadline to apply but has been extended to the end of the year due to the number of applications they received. Eight applications were received and six of those were funded at a total of \$2,865. Ms. Jones-Lacy believes the longer the program is in place and people become aware about it, it will have a higher response.

A committee was created to review the applications and included Judy Orth (Community Foundation), Corey Gregory (US Bank), Matt Heitmann (Edward Jones), Councilmembers Jan Faidley and Jim Kelly as well as staff members Ms. Jones-Lacy and Wade Holtkamp.

The Neighbors Helping Neighbors was the second program started to help some homeowners who had property maintenance code issues as well as some financial challenges. It was funded at \$10,000 and depending on income reimbursements varied from \$500 to \$1,000. Eligibility is based on HUD guidelines.

Four homeowners benefitted from the program at a total investment of \$3,500 to date. Some of the assistance included painting and scraping homes, yard cleanup, gutter cleanup, and replacing windowsills.

There are two applications currently in the process. One is waiting on a bid for painting, but the work may have to wait until next year due to weather. Volunteer labor was used on two properties. They also received discounted paints and supplies from Lowe's for their last project and so they were able to help the residents more. Ms. Jones-Lacy thanked Mr. Jacobson for reaching out to Lowe's and making that happen.

Ms. Jones-Lacy showed photos to the Governing Body of some of the before and after shots of the projects they worked on. Those photographs are included in the packet.

For the Compost Bin Rebate program \$3,000 was made available. For those that attended one of the two workshops at the community center, they could receive up to \$75 reimbursement for their compost bin. The workshops were hosted by Johnson County K State Research Extension Office. Wade Holtkamp also helped people understand the City codes detailing what is and is not proper composting. For those that did not participate in the workshop, they could apply for a reimbursement of up to \$40. Eighteen (18) people attended the workshop and rebates were issued to six people. They also allowed people to purchase their own bin or they could build their own.

CMBR Hill reminded those who attended the workshop to purchase their compost bins before the end of the year.

In reviewing the programs staff looked at ways to make improvements for next year. With the Property Tax Rebate Program they felt they didn't do very much promotion. They have reached out to resource centers in Mission to let them know about the program so people in need can find them. They have also reached out to the 50-plus program. They will also look to revise the restrictions for the program to allow lower income guidelines.

Mayor Kelly thanked Ms. Jones-Lacy for taking the ideas for these programs and making them a reality and he recognized the hard work that goes into that. He also said as time goes on that word of mouth will help the programs grow and there will be more participation. He said it is heartening to see that one good deed does beget another such as Mr. Jacobson finding people to donate labor on projects or the ability to purchase discounted supplies at Lowe's. This all helps to grow the sense of community and he is looking forward to seeing the projects expand in the future.

Ms. Jones-Lacy said they want to open the Neighbors Helping Neighbors to allow for more yardwork and less heavy labor intensive work.

CMBR Janssen said in thinking of ways to promote that maybe they could put up a sign in the yard that they are a participant in the Neighbors Helping Neighbors program.

City Administrator Moody thanked Ms. Jones-Lacy and the Neighborhood Services staff. He said these were new programs with no map and she was able to lead the programs successfully and they made a

difference. To him that is a win when they make a difference in their community and also build community support.

Ms. Jones-Lacy also thanked to Wade Holtkamp and John Jacobson who are both community-minded individuals. She said they are very lucky to have those folks on their team to help make things happen.

2. Discuss Crosswalk at Reinhardt and Pawnee

Public Works Director Scharff reviewed the previous discussion regarding no crosswalk or any kind of crossing for people leaving Miede from the south entrance to cross east over Reinhardt over to Pawnee. Staff contacted City engineers to come up with some options to improve the safety of children crossing there. Four options were given:

1. Do nothing
2. Install a crosswalk (\$22,000)
3. Crosswalk with rapid flashing beacons (\$27,000)
4. Option 3 with a sidewalk on the west side of Pawnee (\$122,000)

Public Works Director Scharff reached out to the School Resource Officer (SRO) at Bishop Miede and the information he received was that he was not aware of any concerns or any issues about students that were crossing in that location. He did monitor it, however, for a few days. The feedback received was on the first day he saw six kids trying to cross the street and the second day was five kids. He did feel that there are more students that do cross from that access point, but he did see a lot of students utilize the sidewalk on the east side of Reinhardt and walk up to 50th Street to the crosswalk to the west. The only concern he heard about was excessive speed on Reinhardt and is something that the Police Department can work on with enforcement. The SRO made a recommendation about a possible crossing guard. But to have a crossing guard would require a sidewalk with a refuge for students that cross the street. One option would be to install a sidewalk on the east side of that north corner but it wouldn't go anywhere. Currently there is no sidewalk in the CIP along Pawnee.

CMBR Faidley asked when Reinhardt street reconstruction was slated to occur. Public Works Director Scharff said it is planned for 2021. CMBR Faidley suggested they could wait until the reconstruction before tackling this issue. Public Works Director Scharff said they have discussed making the area a true intersection which is quite costly, but currently it is slated for a sidewalk on the east side.

CMBR Hill asked if it is possible to have a crosswalk with the ramp and then in a future project build on to the sidewalk to go over at Pawnee to allow access. Public Works Director Scharff said it is possible but it is not budgeted in the CIP.

City Administrator Moody commented the 2021 project on Reinhardt presents an opportunity to incorporate a designated crosswalk that can be designed to tie into a future sidewalk along Pawnee which is anticipated in the Sidewalk Master Plan.

CMBR Kelly said he would like to continue to discuss this and look at options to try to find a solution. He said in looking at the road along Reinhardt from 52nd Place to 50th Street there is no crossing. Kids are going east to west and basically walking four city blocks before they get to the next crossing. He would like to see something close to Lucas Lane and would like them to address this sooner rather than later with the idea that this would work in conjunction with the Reinhardt reconstruction.

CMBR Hill said she agreed with that. She added that they have had a similar request from residents on Buena Vista with students getting to Roesland. They had discussed they would need come up with a plan on how to handle these types of requests.

CMBR Poppa said he and CMBR Hill attended a meeting with some residents that were concerned about Buena Vista traffic. It was discussed that possibly after the first of the year a committee could be created to look into a city-wide process for addressing traffic concerns and give a chance for the new councilmembers to serve on those committees.

Mayor Kelly suggested this would be a good opportunity for the Public Works committee at beginning of year to see what systematic approach they could take from residents for streets and pedestrian safety.

After discussion CMBR Poppa asked for preference on their options.

Four Governing Body members chose Option 1, to do nothing at this time but to look into something with the Public Works committee to standardize the process.

Three chose Option 2. One member chose Option 3. No verbal votes were recorded for Option 4.

CMBR Hill said she does not want to wait on it, but does not feel it is right to address this and not one that has been previously presented to Council.

Mayor Kelly clarified that his vote for Option 1 is not to wait until 2021, but to study and work with the Public Works committee to establish that process and then consider whatever project goes through that mechanism.

CMBR Madigan said that is his reasoning and said they need standardization.

3. Review Proposed 2020 Pay Scale

City Administrator Moody presented the report from Gallagher who was asked to do a review of the pay scales and positions in the Police Department. They recommended a two-phase approach with Phase 1 being no expense beyond what is budgeted for 2020. He said there has been a lot of movement in pay scales in the area and the City works to keep in the average of those scales.

City Administrator Moody said the calculation for the phases is based upon an anticipated two years' worth of merit increases. They only have two employees in a situation where the employees at the 2nd implementation would fall below the new minimum. Staff believes the two-stage approach is fair to the employee and it is financially responsible to the City.

Mayor Kelly said when asked employees state pay is the most important to them followed by special units and job title. He wants to make sure to give the Police Department the best tools they need to maintain morale and they should probably keep the different title classification. He added he wants the Department to continue to operate Roeland Park and keep them safe in the way they have done for decades. As a City they want to continue to provide opportunities to invest in people. The Mayor issued a charge for next year's safety committee to look at the structure and see how Roeland Park invests in their people to make sure they succeed because their staff gives so much to them.

CMBR Madigan said the Police Department and first responders are not dissimilar to the military and rank is important and it is important to keep their morale up and to give them the tools and the motivation.

This item was moved to the Consent Agenda for the December 9th meeting.

4. Recreation Software Selection

City Administrator Moody introduced Tony Nichols who just accepted the position as the Parks and Recreation Superintendent for the City of Roeland Park.

CMBR Poppa welcomed Mr. Nichols to the City on behalf of the Governing Body.

City Administrator Moody said they worked with Water's Edge to solicit proposals for recreation software. They need to get this implemented fairly quickly as April 1st is when they begin selling season passes. Once approved, the software will need to be installed, people trained, the system tested and deemed to be operational.

Along with Mr. Moody, Ms. Jones-Lacy, Darin Hansen, Chair of the Aquatics Committee, Lauren Ozburn from Water's Edge helped to review and score the RFP and sat in on the demos. Randy Costlow (City IT expert) also participated in the process and provided feedback. Civic Rec was the unanimously recommended recreation software by the panel committee.

CMBR Janssen asked if Civic Rec is associated with Civic Plus, the City's software provider. City Administrator Moody said it is, so they are all familiar with each other. The City knows they have good customer service response. They are local, located in Manhattan, Kansas. The system is more modern in appearance has all the capabilities they require. The pricing mechanism is based on how much revenue they will generate. It can also have multiple users and they will need to have it at the pool and City Hall.

CMBR Faidley asked about Ms. Jones-Lacy's comment of it not integrating with Excel. Ms. Jones-Lacy asked about the capability of exporting to their financial software, which would be a .csv file. Civic Rec said if it required customization to build the report it would be \$10,000. Ms. Jones-Lacy said it did not need to be custom and did not have any additional concerns.

CMBR Poppa asked if that would be reflected in a service agreement should there be an additional fee. City Administrator Moody said it would and he has spoken with their salesperson about a proposed \$2,500 fee to set up the credit card processing company if it's not their standard company. The City uses Forte which Civic Plus set up for them. He likes the program, said it's professional in its appearance and is intuitive.

City Administrator Moody said the system will have the ability to take registrations over the internet. They will have to make a decision if they want to confirm a person's residency. If they have to confirm residency, then the person will have to make an appearance to present something, whether that's an ID or a utility bill.

The Governing Body provided direction to staff to work on a service agreement to be presented to the Governing Body at the 12/9 Council meeting.

III. NON-ACTION ITEMS:

There were no items discussed.

IV. ADJOURN

CMBR Poppa adjourned the meeting noting this was the last Governing Body Workshop for the current sitting Governing Body.

(Roeland Park Governing Body Workshop adjourned at 8:37 p.m.)

Item Number: DISCUSSION ITEMS- II.-1.
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: **2020 Stormsewer Replacement Project Update**
Item Type: Discussion

Recommendation:

Update council on the 2020 Stormwater Replacement Project on Roeland Drive

Details:

Staff identified the need to replace sections of corrugated metal pipe behind the homes located north of 57th & Roeland Drive in 2017 when sinkholes formed due to the poor condition of the stormwater pipe. At that time, council's direction was to replace just the sections of failed pipe that directly impacted residents.

The upstream pipe is in poor condition and is need of replacement. The city sent out letters to the affected property owners to make them aware that the city would be hosting a neighborhood meeting on December 4th to invite residents to provide information about the project. 10 letters were sent out to properties that would likely be impacted, 4 residents were in attendance. City staff and the City Engineer provided information to the property owners to get a sense of whether there was opposition about the project. Those property owners in attendance seemed supportive of the project.

Temporary construction easements will be needed for this project as well as some permanent drainage easements (the existing system is outside of the platted drainage easement in an area). There are mature trees along the storm sewer and even if the pipe replacement avoids the removal of a nearby tree a third to half of the root system could be removed resulting in the potential death of the tree. The City provides 1" to 2" calliper trees as replacements.

Staff shared with the property owners that the City is asking for the easements to be donated, and explained that this project is dependent upon the property owner's willingness to donate the necessary easements. The improvements completed down stream in 2017 were completed under the same partnership as have other storm sewer replacement projects completed by the

City.

Staff is reaching out to those property owners who were not in attendance to determine if they are supportive of the project and willing partners before proceeding with the surveying and design necessary to develop construction plans.

If there is opposition from the property owners and expressed unwillingness to donate the easements staff will report back to the Council and seek direction.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
 Neighborhood Meeting Information	Cover Memo

2020 Stormwater Maintenance Project

December 4, 2019

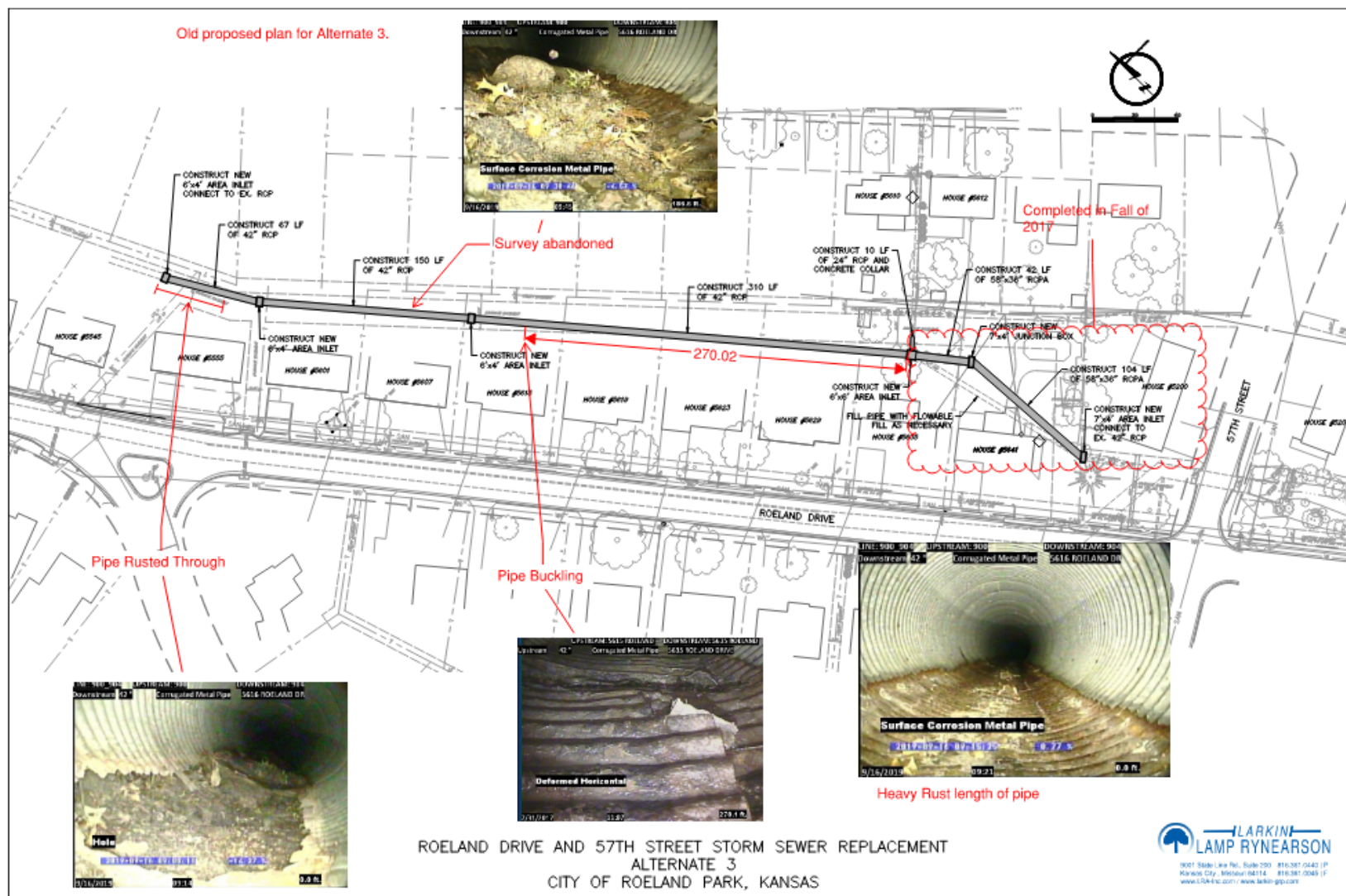


PREPARED BY

LAMP
RYNEARSON

Existing Pipe Condition and Concept Plan

- 2017 Project Plan
- Some modification may be required



Alternatives Considered

Trenchless Replacement

- Either Cast in Place Pipe (CIPP) or Slip Line
- Existing pipe condition too poor to CIPP. Slip Line would require considerable excavation and reduce capacity significantly.

Conventional Replacement

- Two pipe materials considered, Reinforced Concrete and High Density Polyethylene.
- RCP recommended as cost difference is not significant and pipe is shallow.

Costs and Easements

- Project cost currently estimated at \$218,000.
- City at large is funding the project, no direct charge to homeowners
- Estimate 10 Temporary Easements, 5 permanent drainage easements
- Due to the benefit of the project to the residents the City is requesting easements to be donated (same as emergency repair downstream in 2017)



Current Schedule

Approximate Dates	Task
December 4, 2019	Neighborhood Informational Meeting
December, 2019 – February, 2020	Survey and Final Engineering Plans to generate contracts and specifications for bid
February 1, 2020	Easement Acquisition Starts
March 3, 2020	Advertise for Bids
March 25, 2020	Bid Letting
April 15, 2020	Construction Start
May 31, 2020	Construction Complete

Construction Phasing Overview

Start at downstream
end of project, working
to upstream terminus

Remove existing pipe as
work progresses

Regrade construction area

Resod disturbed areas

Thank You

Questions?



Item Number: DISCUSSION ITEMS- II.-2.
Committee 12/16/2019
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 10/18/2019
Submitted By: Marek Gliniecki/Staff
Committee/Department: Arts Committee
Title: **R Park Sculpture Review**
Item Type: Other

Recommendation:

***Proposed sculpture at R Park.**

AAC's proposed selection for the northeast designated site for artwork in R Park as indicated in the Phased Development Plan (attached). The work is about 6' tall without plinth or stand; it is made of structural grade steel; it is coated with multi-layers of commercial grade top quality paints, coatings and sealants; it has three kinetic parts; similar works by the artist have withstood hurricane force winds (picture attached).

The Committee intends the work to be mounted on a plinth or stand and surrounded by a landscaped barrier. The cost is around \$5,000 for the work itself and support structures are estimated around \$1,500. Additional items such as shipping, design work, etc. are estimated to bring the total to between \$7,000 to \$7,500.

Arts committee recommends advancement to Council for approval.

Details:

The attached sculpture is by Darren Miller, titled DMA 19 5005. The \$7,500 includes installation of supporting concrete plinth. Additional costs for miscellaneous design, protective landscaping, installation incidentals and design, shipping and delivery are earmarked from contingency funding in the annual budget and are not to exceed \$3,150. The sculpture is designated for the northeast area of R Park as shown in the attached plan.

The sculptor uses robust construction methods for materials, fabrication, connections, design and finishes to ensure durability, minimal maintenance and conservation and accessible and efficient repair if ever needed. Repairs and conservation can be accomplished using commercially available ordinary materials and equipment.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Financial Impact

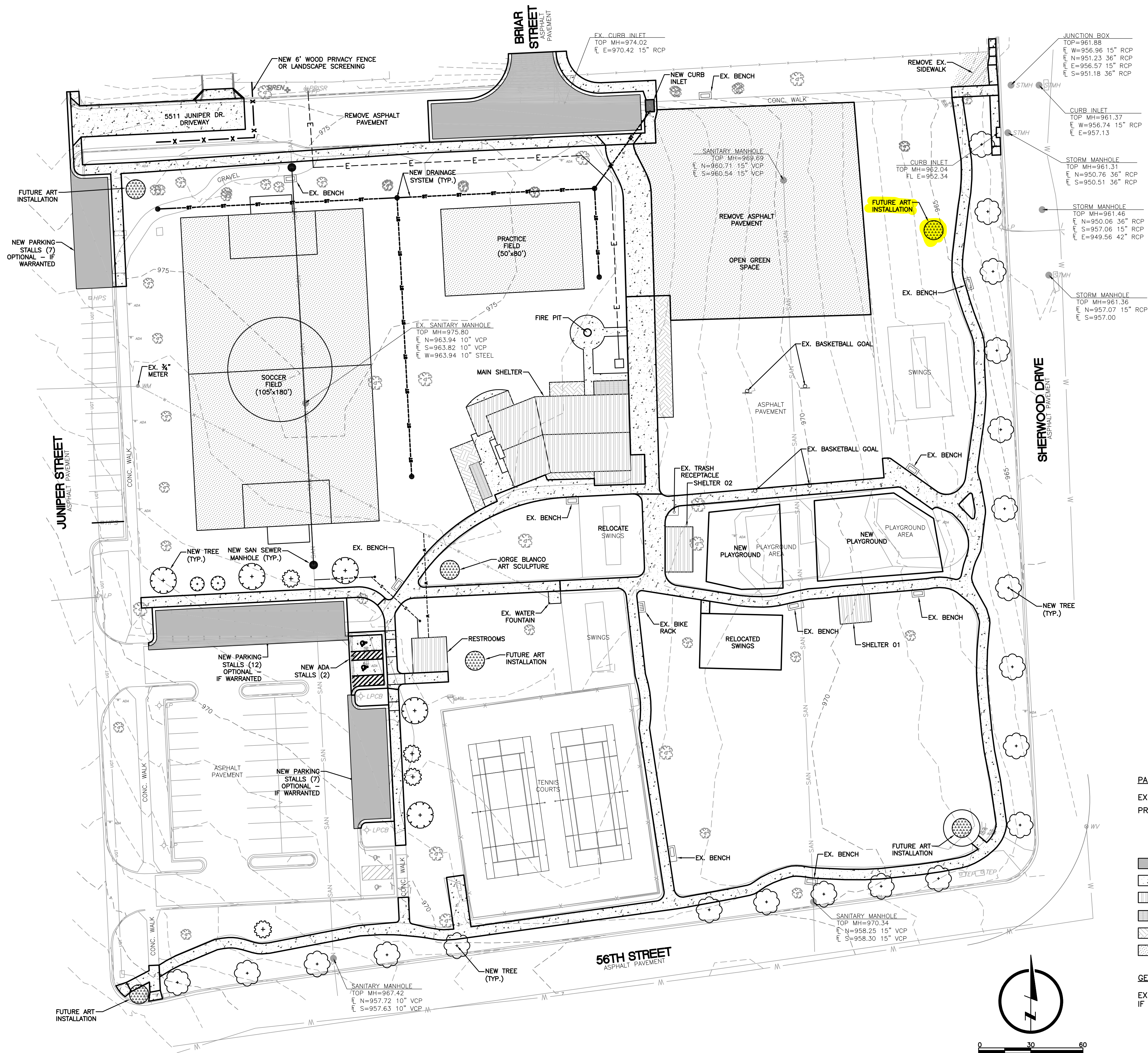
Amount of Request: \$7,500	
Budgeted Item?	Budgeted Amount: \$25,000 has been budgeted for art in 2019, sufficient funds remain for this installation
Line Item Code/Description: Public Art Objective	

ATTACHMENTS:

Description		Type
<input type="checkbox"/>	White yellow blue triple 1920 combined	Cover Memo
<input type="checkbox"/>	Proposed Sculpture Location on R Park Phased Development	Cover Memo



U:\Engineering\318001.07 Roeland Park KS R Park Site Development\Drawings\BASE MODELS\318001.07 - BASE.dwg, 3/19/2019 2:28:48 PM JAME MCNIRRY, LAMP RYNEARSON



LAMP RYNEARSON

9001 STATE LINE RD., STE. 200
KANSAS CITY, MO 64114
816.361.0440
LampRynearson.com

PRELIMINARY

NOT RELEASED FOR CONSTRUCTION
MARK DANIEL MCGHEE, JR.

R PARK IMPROVEMENTS MASTER PLAN

R PARK IMPROVEMENTS
CITY OF ROELAND PARK, KANSAS

REVISIONS

11-09-2018	ORIGINAL ISSUE DATE
03-08-2019	PARKS COMMITTEE RECOMMENDATIONS
03-19-2019	ADOPTED BY CITY COUNCIL (03-18-2019)

DESIGNER / DRAFTER

AJM
DATE
03-19-2019
PROJECT NUMBER
0318001.07
BOOK AND PAGE

SHEET

Item Number: DISCUSSION ITEMS- II.-3.
Committee 12/16/2019
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 12/12/2019
Submitted By: Donnie Scharff
Committee/Department:
Title: **Direction on Purchasing Traffic Signal Poles for Roe 2020
Independent of Primary Contract**
Item Type: Discussion

Recommendation:

Staff and the City Engineer recommend getting quotes for the traffic signal poles for the Roe 2020 project separate from the balance of the project. Staff is seeking direction from the Governing Body to employ this approach in order to address the 7 month lead time from the date of order to the date of deliver currently anticipated for traffic signal poles and mast arms. There are two pole suppliers, therefore it is recommended to solicit competitive quotes from these suppliers, staff will also publish the request for quotes on the City web site.

Details:

The traffic signals currently have an estimated 7 month lead time for basic galvanized finish. An additional month can be added for a powder coat finish. If the traffic signal poles and mast arms are included with the main bid for the project it is estimated that they would not be available until January of 2021, ensuring that the project would run into 2021.

KDOT will allow the City to acquire the poles and mast arms independent of the main project bid (handled by KDOT). Dan Miller has provided an overview of the situation along with his recommendation (see attached). He estimates that this equipment would cost around \$400,000 (4 signal pole assemblies). Completing the purchase separate from the main bid will not diminish the STP or CARS funding allocated to the project nor will it increase the amount of City funding to the project.

The City can structure the quote for the poles and mast arms with an add alternate for powder coating, providing sufficient time for the main project to be bid before the City need commit to powder coating the poles. Not powder coating the poles could be a cost savings option if needed.

The City would solicit competitive quotes from the known suppliers as well as notice the quote opportunity on the City web page. Council will be presented the quotes for consideration. We are handling the Roeland Park signs as an independent project as well.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Financial Impact

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

ATTACHMENTS:

Description		Type
City Engineer Traffic Signal Pole Recommendation Memo		Cover Memo

December 12, 2019

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

Mr. Donnie Scharff
Public Works Director
City of Roeland Park, KS
4600 W. 51st Street
Roeland Park, KS 66205

**RE: ROE BOULEVARD – JOHNSON DRIVE TO COUNTY LINE
EARLY BIDDING OF TRAFFIC SIGNAL POLES**

Donnie,

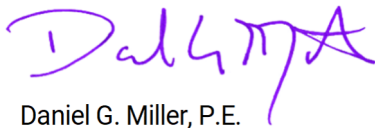
As you are aware, due to changes and issues in the traffic signal manufacturing industry we have been informed that traffic signal pole delivery times are currently estimated at 24-28 weeks from placing orders for standard galvanized poles. If special coatings are desired, as with the Roe Boulevard project, additional time is necessary to send the pole to a coating plant. Bidding the poles with the project will result in the new traffic signals not being able to be operational until the winter of 2020, or spring of 2021. Elements of the existing traffic signals are in conflict with the new construction and delays of the magnitude expected in the new signal construction have the capacity to cause major issues with the project.

Lamp Rynearson recommends that the traffic signal poles and mast arms be obtained separate from the KDOT roadway contract. KDOT has approved this procedure, and both GBA and I have previously advance bid these elements to keep schedules. There is additional responsibility placed upon the City to coordinate the traffic signal pole contract with the KDOT roadway contract. However, I believe that it is manageable, and any increased risk is preferable to not having these components in the late summer or early fall. I don't believe that this process will have any significant effect on the overall project cost.

I recommend that the City authorize me to work with GBA on a contract to procure the traffic signal poles and mast arms. Due to the limited suppliers (currently only 2 suppliers), I also recommend that the City Council waive bid procedures and allow us to seek quotes from the suppliers. We will, of course, bring the proposed contract to the City Council for approval.

You may contact me with any questions, or if you need additional information.

Sincerely,
LAMP RYNEARSON



Daniel G. Miller, P.E.
Civil Design Group Leader

L:\Engineering\0318001 Roeland Park KS 2018 On Call\DOCUMENTS\GBA Roe Blvd\0319001 Roe Boulevard - Traffic Signal Poles Letter - 12122019.docx

Item Number: DISCUSSION ITEMS- II.-4.
Committee 12/16/2019
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 12/12/2019
Submitted By: Staff
Committee/Department: Admin.
Title: **Discuss Quarterly Community Forum Schedule and Topics**
Item Type: Discussion

Recommendation:

Staff would like direction from Council on the dates, topics and ward responsible for the 2020 community forums. Historically each ward has been responsible for facilitating one of four Community Forums. Generally one of the community forums is used to review the budget (in June) prior to Council adoption.

For reference here is a list of the 2019 Community Forum Dates and Topics

Monday, January 28 - Aquatic Center Analysis Presentation by Waters Edge

Monday, June 24 - Budget

Monday September 23 - Volunteer Appreciation Reception

Other Recent Forum Topics:

Roe 2020 Project

Tax Lid and Trash/Recycle Bin Shielding

Aquatic Center and Leaf Pickup Program

Budget Presentation

JoCo Wastewater and KCPL

Details:

Proposed dates:

January 27

April 27

June 22 - Budget

October 26

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Item Number: DISCUSSION ITEMS- II.-5.
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: **Review Quotes on Roe House Play Structure**
Item Type:

Recommendation:

Discuss quote received for the construction of the Roe House Replica to be placed in Nall Park

Details:

The construction of the Roe House Replica is a 2019 objective. Staff issued an RFP on September 17th, 2019 to solicit bids for a contractor to construct. No bids were submitted. Plans were sent to John Jacobson (City Building Inspector) has since contacted contractors directly to solicit quotes. Thus far only one quote has been provided. Contractors who have declined to provide a quote indicate that they are currently too busy. This is a project that could be constructed in sections off site (over the winter in a shop) and assembled in modules on site.

The budget allowance for this objective is \$10,000. The bid received is for \$15,218. Staff continues to seek contractors to provide multiple quotes to compare. However we offer the one received thus far for your consideration should you wish to move forward.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
□ Elder Custom Homes- Quote for Roe House	Cover Memo
□ Roe House Plans	Cover Memo

Elder Custom Homes & Design

P.O. Box 1153

Mission, KS 66222

Joe Elder

(816)820-1250

josephelder2@gmail.com

Bid for Construction Of

ROE HOUSE REPLICA

Scope of work to be performed:

-Roe House Replica Playhouse will be built off-site and delivered to an area of reasonable proximity to a road surface.

-If topography changes dictate additional equipment to mount the structure, additional charges may occur.

-The price to construct the Roe House Replica is \$15,218.00

-Required payments are as follows: 50% down and payment in full 10 days after completion of the project.

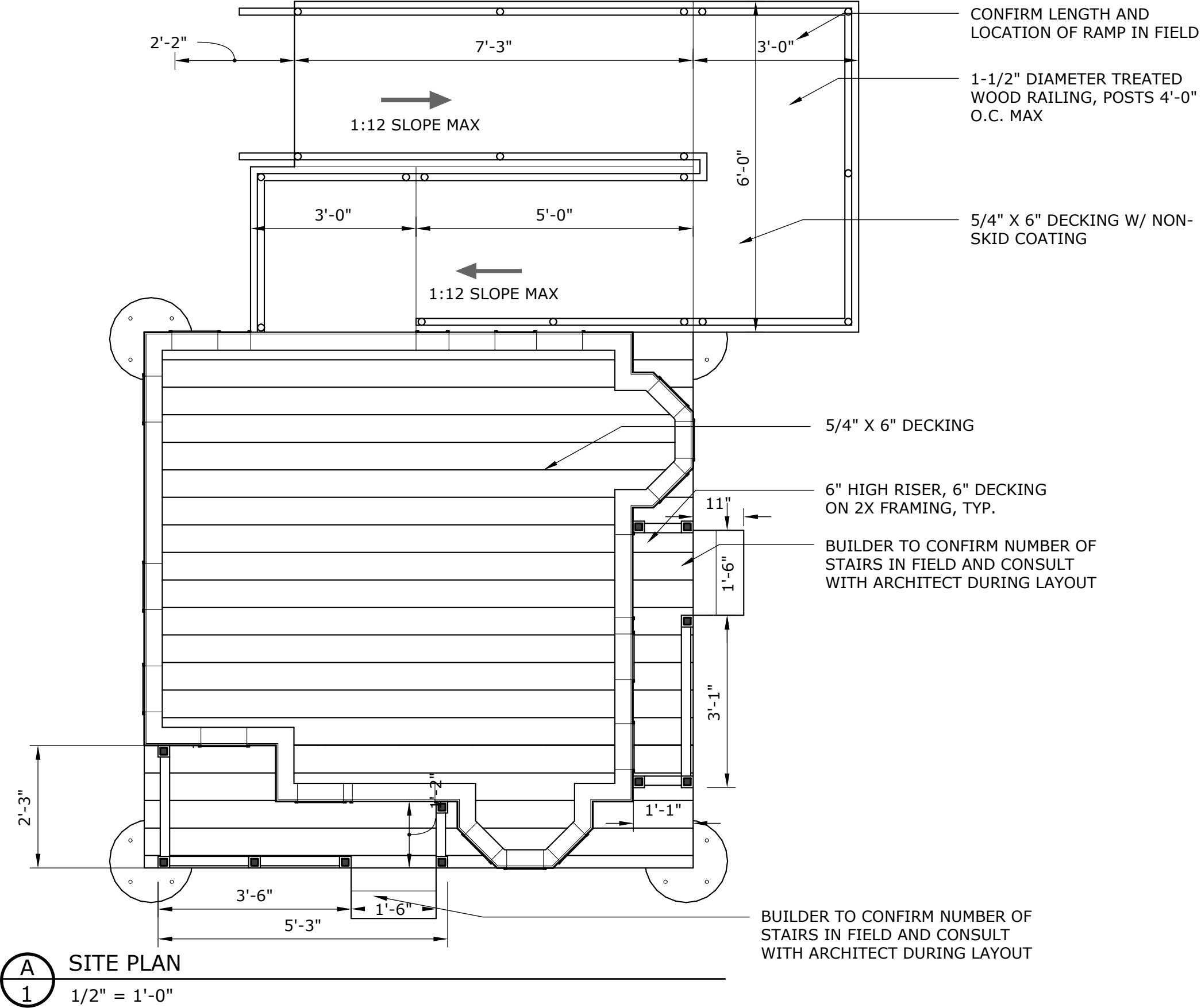
Joe Elder
Elder Custom Homes

City of Roeland Park

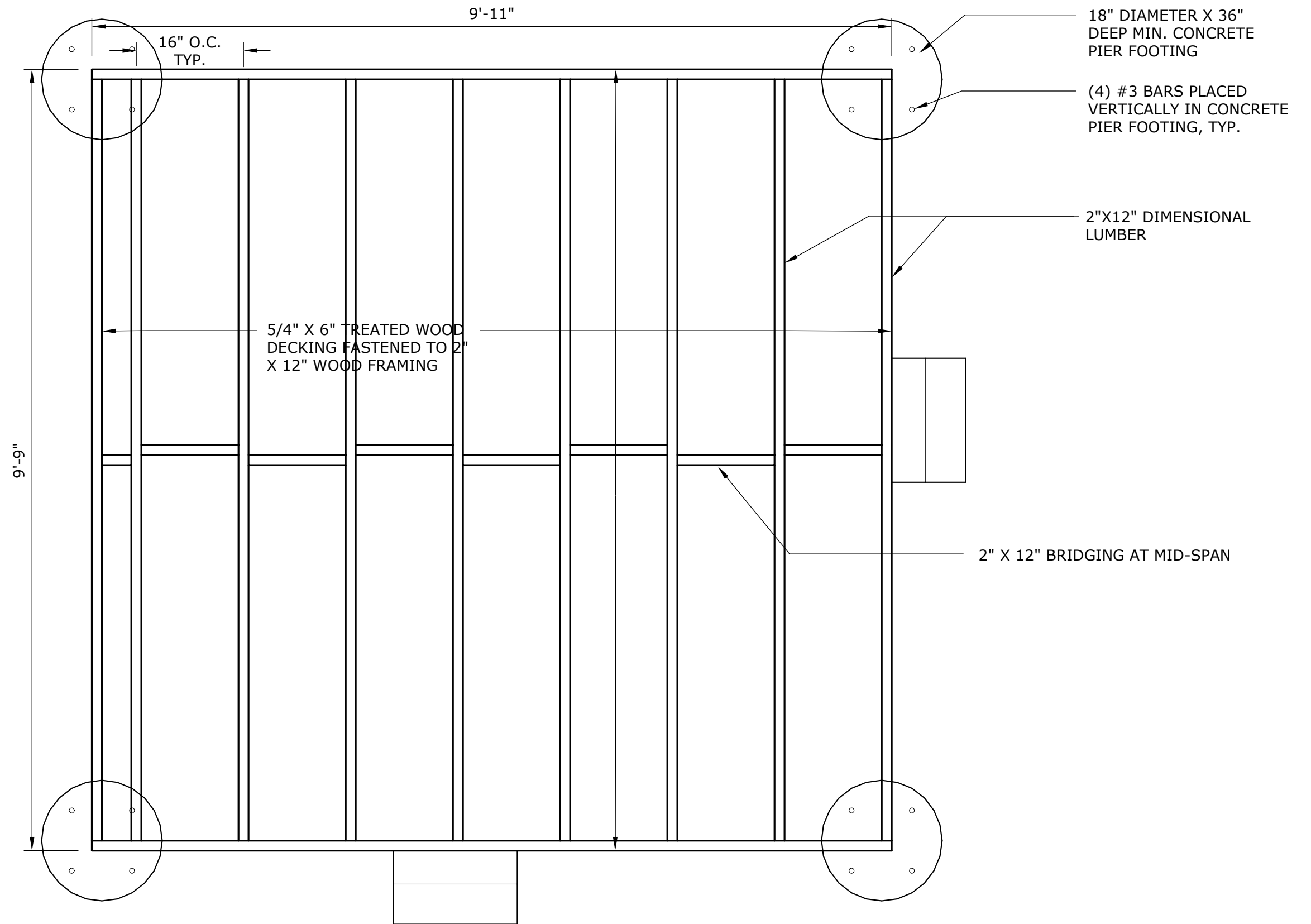
Remit payments to: Joe Elder

GENERAL NOTES

1. ALL FRAMING, SHEATHING & DECKING TO BE PRESERVATIVE TREATED OR MARINE GRADE



GENERAL NOTES
1. ALL FRAMING, SHEATHING & DECKING TO BE PRESERVATIVE TREATED OR MARINE GRADE

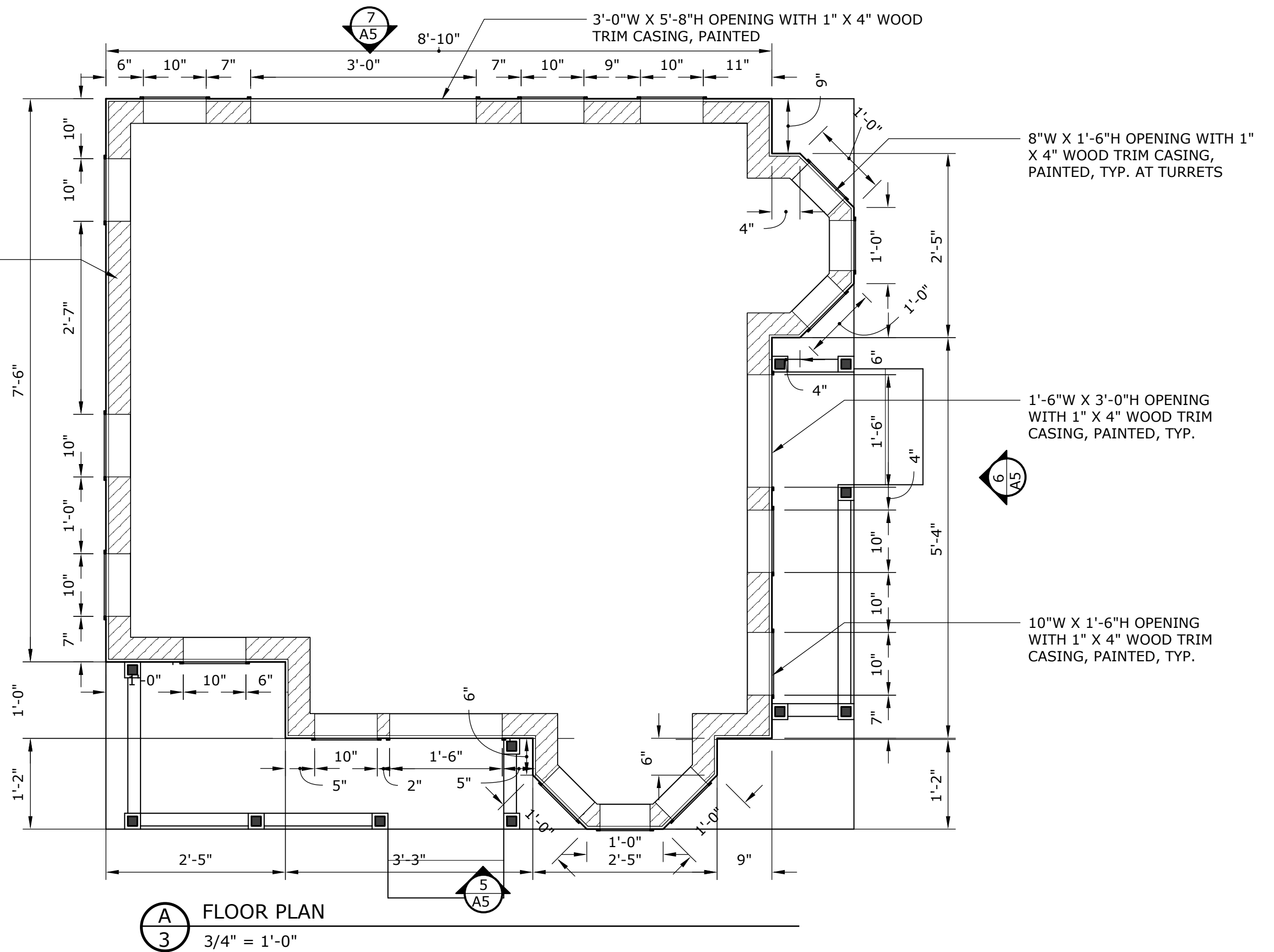


A
2 FOUNDATION PLAN
3/4" = 1'-0"

GENERAL NOTES

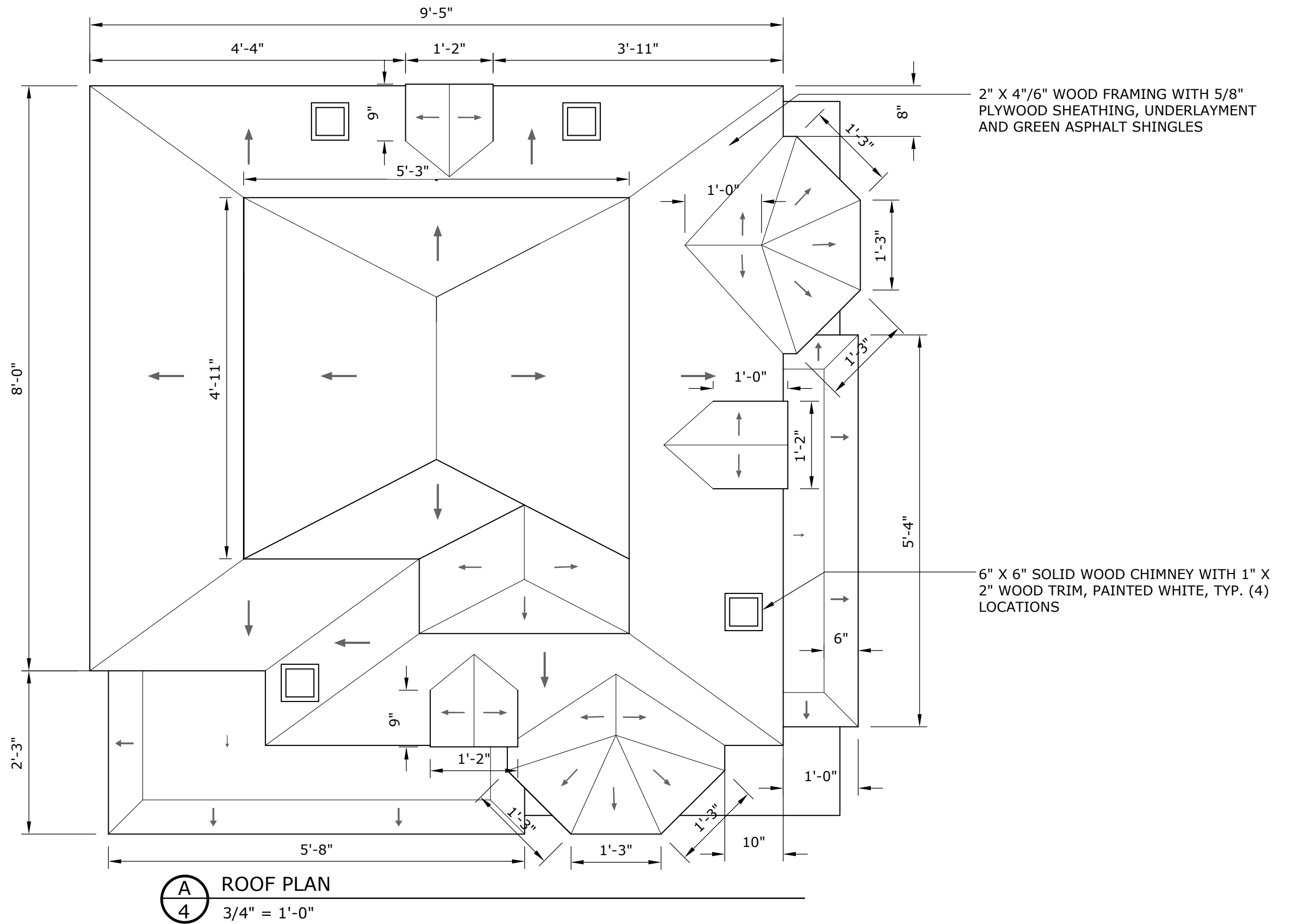
1. ALL FRAMING, SHEATHING & DECKING TO BE PRESERVATIVE TREATED OR MARINE GRADE

2" X 4" WOOD STUDS, 16" O.C. WITH 1/2" PLYWOOD AND 8-1/4" HARDIEPLANK LAP SIDING WITH WOODGRAIN TEXTURE, PAINTED WHITE



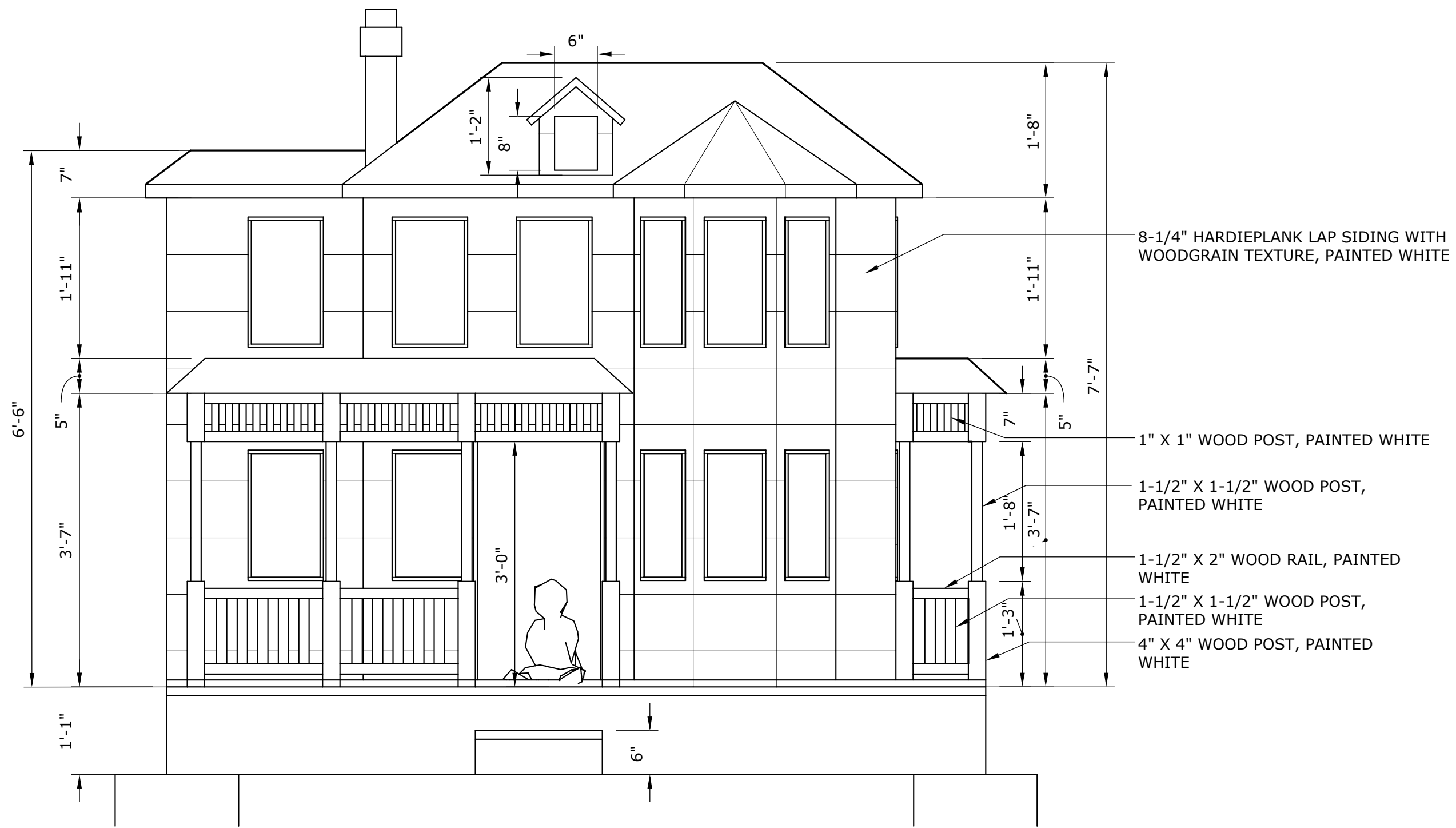
GENERAL NOTES

1. ALL FRAMING, SHEATHING & DECKING TO BE PRESERVATIVE TREATED OR MARINE GRADE



GENERAL NOTES

1. ALL FRAMING, SHEATHING & DECKING TO BE PRESERVATIVE TREATED OR MARINE GRADE



A SOUTH ELEVATION
5 3/4" = 1'-0"

GENERAL NOTES

1. ALL FRAMING, SHEATHING & DECKING TO BE PRESERVATIVE TREATED OR MARINE GRADE

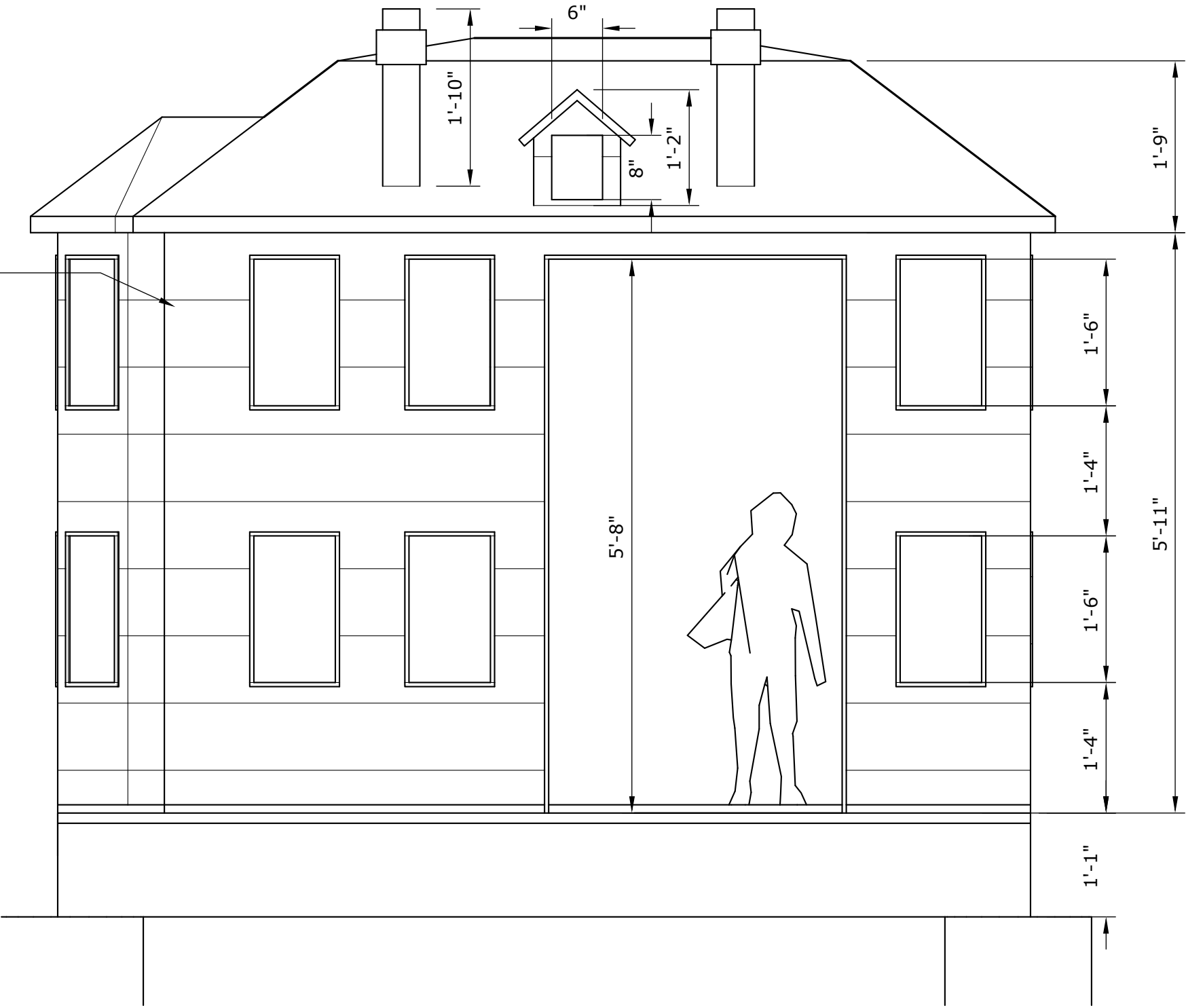


A EAST ELEVATION
6 3/4" = 1'-0"

GENERAL NOTES

1. ALL FRAMING, SHEATHING & DECKING TO BE PRESERVATIVE TREATED OR MARINE GRADE

8-1/4" HARDIEPLANK LAP SIDING WITH WOODGRAIN TEXTURE, PAINTED WHITE

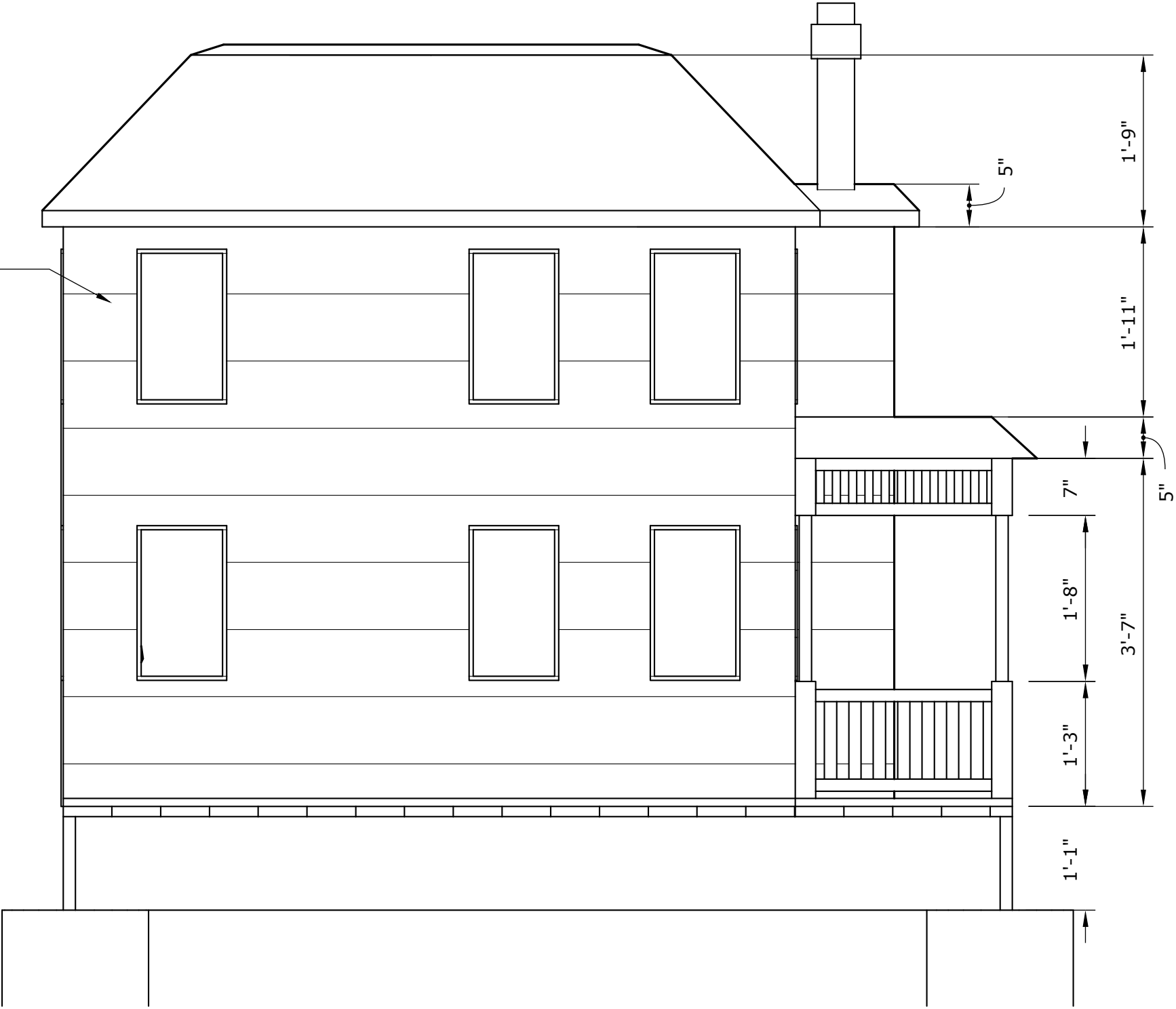


A NORTH ELEVATION
7 3/4" = 1'-0"

GENERAL NOTES

1. ALL FRAMING, SHEATHING & DECKING TO BE PRESERVATIVE TREATED OR MARINE GRADE

8-1/4" HARDIEPLANK LAP SIDING WITH WOODGRAIN TEXTURE, PAINTED WHITE



A WEST ELEVATION
8 3/4" = 1'-0"

GENERAL NOTES

1. 3D IMAGES SHOWN FOR
GENERAL AESTHETIC INTENT



Item Number: DISCUSSION ITEMS- II.-6.
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: **Review Tree Services Agreement**
Item Type: Discussion

Recommendation:

Discuss bid results for the 2020-22 Tree Service Contract.

Details:

Staff issued an RPF for 2020-22 Trees Services on November 15th, 2019. Staff has discussed the need for a tree contractor for the City to have as a resource in the event of an emergency as well as to complete regular tree maintenance. The City does not have the resources to perform large scale tree maintenance or clean up. Staff received 2 bids for these services:

- Custom Tree Care
- Arbor Masters

After reviewing the bid pricing, Custom Tree Care costs have increased significantly for 2020-22 compared to 2017-2019. Custom Tree Care's pricing for 2020-22 would remain the same for the duration of the 3 year agreement. Arbor Master's pricing reflects an increase during the 3 year term but will cost less than Custom Tree Care over the 3 year period of the agreement.

After Staff's due diligence, staff would recommend Arbor Masters to be our tree service contractor. They perform this service for other local municipalities (who provided positive reference), they are located in Shawnee and are the lowest bidder.

With Council's direction, an agreement will be developed (using the current agreement as a template) for consideration at the next meeting.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Additional Information

ATTACHMENTS:

Description		Type
	Arbor Masters	Cover Memo
	Custom Tree Care	Cover Memo

CITY OF ROELAND PARK, KANSAS

NOTICE TO BIDDERS

Sealed bids for 2020-2022 ROELAND PARK TREE SERVICES will be received by the City of Roeland Park, at the office of The City Clerk, City Hall, Roeland Park, Kansas 66205, until 1:30 p.m. local time on December 9th, 2019. At that time all sealed bids will be transferred to the City Council Chamber, City Hall, where they will be publicly opened and read aloud.

Any bid received after the designated closing time will be returned unopened. All bids shall be submitted in sealed envelopes addressed to the City Clerk of Roeland Park, Kansas, and marked "2020-2022 ROELAND PARK TREE SERVICES". Any questions regarding the agreement or bid documents should be directed to Daniel Vandebos or Donnie Scharff of Roeland Park Public Works, 913-722-2600.

CONTRACTORS SHOULD READ AND BE FULLY FAMILIAR WITH ALL CONTRACT DOCUMENTS BEFORE SUBMITTING A BID. IN SUBMITTING A BID, THE BIDDER WARRANTS THAT HE HAS READ THE CONTRACT DOCUMENTS AND IS FULLY FAMILIAR THEREWITH AND THAT HE HAS VISITED THE SITE OF THE WORK TO FULLY INFORM HIMSELF AS TO ALL EXISTING CONDITIONS AND LIMITATIONS AND SHALL INCLUDE IN HIS BID A SUM TO COVER THE COST OF ALL ITEMS OF THE WORK.

Should a bidder find "defects" as defined in this agreement they should bring them to the same to the attention of City. Changes necessitated thereby shall be in the form of addenda issued by the Public Works Director.

All bidders shall verify that they have considered all written addenda. The City shall be responsible for oral instructions. Any written addenda issued during the time of bidding shall be covered and included in the bid.

There will be no clarifications or exceptions allowed on bid. Bids are for a total package, total contract price. Bids shall be made upon the form provided, in ink or typewritten. Numbers shall be stated both in writing and in figures; the signature shall be long hand; and the complete form shall be without alteration or erasure. On alternate items for which a bid is not submitted, a written indication of "no bid" on the bid is required. No oral, telegraphic, facsimile or telephonic bids or alterations will be considered.

The following items must be included in the sealed envelope with the bid: a. Bid N-2 b. 5% Bid Security—Bid Bond, Cashier's Check or Certified Check (See Below) Each bidder shall file with his bid, a cashier's check or a certified check drawn on any acceptable bank, made payable to the City of Roeland Park, Kansas, in the amount of not less than five percent (5%) of the total bid, which shall be retained by the City of Roeland Park until a Contract for the project has been executed. Bid bonds will be returned to the unsuccessful bidders, with the exception of the second qualifying bidder, at such time as their bids are rejected. The bid deposit of the successful bidder and the second qualifying bidder will be returned when satisfactory bonds in the amount equal to the 100% of the Contract amount, required insurance certificates and other required documents shall have been furnished and the Contract Documents have been executed. In the event the successful bidder is unable to execute the Contract, for whatever reason, the City may exercise its legal prerogatives, including, but not limited to, enforcement of its rights as to the bid security.

Non-resident Corporations that are not already registered with the Kansas Secretary of State, and all nonresident individuals and partnerships are required by law to register with the Director of Revenue, State Office Building, Topeka, Kansas, and pay a fee of Ten Dollars (\$10.00) for each and every contract as precedent to commencing work on the Contract. For contracts in excess of Ten Thousand Dollars (\$10,000) the Non-resident Corporations shall file with the Director of Revenue an acceptable bond in the amount of ten percent (10%) of the Contract.

**CITY OF ROELAND PARK, KANSAS
KELLEY NIELSEN, CITY CLERK**

AGREEMENT FOR TREE SERVICES

This Agreement, made this _____ day of _____, _____, by and between _____, hereinafter referred to as Contractor, and the CITY OF ROELAND PARK, KANSAS, hereinafter referred to as City, shall be in full force and effect during calendar years 2020 through 2022 with the following terms and conditions.

The Contractor proposes and agrees to provide all necessary machinery, tools, and equipment; and to do all the work specified in these documents of the agreement in the manner herein prescribed and according to the requirements of the City as herein set forth.

This document will be the only executed agreement. Any additions or changes must be added as a written supplement to this agreement at time of proposal. City Council must approve each year the terms of this agreement based on the budgetary allowance.

1.0 Service Specifications

- 1.1 The Contractor shall designate one person who is a licensed arborist that is responsible for the supervision of all work being performed. This person shall be thoroughly familiar with the specified requirements and the methods needed for the proper performance of the work and who shall direct all work performed.
- 1.2 The Contractor shall assign one person who shall serve as the main contact for the City for purposes of scheduling inspections, emergencies, and maintaining communication. The Contractor will supply a direct contact name, phone number and email and will notify the City if this contact information changes during the Contract period.
- 1.3 The City will inspect the work on a regular basis and report to the Contractor's supervisor any problems.
- 1.4 The Contractor will immediately report to the City supervisor any problems or hazards that are observed during the course of the work.
- 1.5 The Contractor will use proper equipment and tools for the work. All equipment and tools will be in near-original working and sanitized condition to prevent the spread of tree diseases.
- 1.6 The DBH will mean the diameter of the tree measured at a height of five feet from the ground.
- 1.7 The Contractor will take all safety precautions to protect the workers and the general public. Traffic control signs and other markings will be in accordance with the latest Manual of Uniform Traffic Control Devices (MUTCD) as published by the Federal Highway Administration. Failure to provide proper traffic controls will result in work being stopped until the requirements are met.
- 1.8 The Contractor is required to have a valid City of Roeland Park Non-Domicile Business License while under contract with the City. License and information can be obtained at City Hall offices located at 4600 W. 51st Street.

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- 1.9 The City, in accordance with City Purchase Policy Section IV-D will retain the right to obtain competitive pricing on any singular item costing more than \$10,000.
 - 1.10 The Contractor is admonished that their employees will be properly attired, refrain from abusive language, refrain from improper behavior, and be aware that they are representing the City.
 - 2.0 **General**
 - 2.1 This signed agreement will be the authorization for the Contractor to provide the described services as requested by the City.
 - 2.2 Daniel Vandembos, Public Works Superintendent, at phone-(913)908-9861. Email-dvandembos@roelandpark.org, will be the City coordinator for the Contractor for providing any service and responding to any special needs.
 - 2.3 All work performed by the Contractor will be of acceptable workmanlike quality and installation normally associated with this trade and shall occur to the satisfaction of the City before payment will be made by the City to the Contractor.
 - 2.4 All invoices should be grouped by location, with a copy of the service report attached, and are to be sent to Public Works Department, 4600 W. 51st Street, Roeland Park, KS 66205.
 - 2.5 Invoices shall be submitted for payment within sixty days of completion of work.
 - 2.6 Insurance:
 - A. The Contractor shall procure and maintain, at its expense, the following insurance coverage: (a) Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit; (b) Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and (c) Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles.
 - B. All property damaged shall be restored or replaced to a condition immediately prior to the time of damage, and to the satisfaction of the City.
 - C. All loss or damage arising out of the nature of the work to be done, or from the action of the elements, or from floods or overflows, or from ground water, or from unusual obstructions or difficulties, or any other natural or existing circumstances either known or unforeseen, which may be encountered in the prosecution of the said work shall be sustained and borne by the Contractor at its own cost and expense.
 - D. The City shall be a named insured on such policies. Satisfactory certificates of insurance shall be filed with the City prior to starting any construction work on this Contract. The certificates shall state that thirty (30) days written notice will be given to the City before any policy coverage thereby is changed or canceled.

-
- 2.7 It is the express intent of the parties that this Contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
- 2.8 This Agreement is for the period of January 1, 2020 through December 31, 2022. Either party may terminate this agreement by giving sixty (60) days prior written notice to the other party.
- 2.9 The Contractor will commence work within ten (10) calendar days from and after receiving instructions from the City.
- 2.10 To the fullest extent permitted by law, with respect to the performance of its obligations in this Contract or implied by law, and whether performed by Contractor or any permitted subcontractors hired by Contractor, the Contractor agrees to indemnify City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent acts, errors, or omissions of the Contractor or its subcontractors, to the extent and in proportion to the comparative degree of fault of the Contractor and its subcontractors. Contractor shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim to the extent and in proportion to the comparative degree of fault of the Contractor and its subcontractors
- 2.11 Applicable Laws and Permits:
- A. The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times. This compliance includes, but is not limited to, any quarantines in place at time of work, removal or movement of product associated with this contract.
 - B. Pursuant to K.S.A. No. 16-113, if the Contractor does not have a resident agent in the State of Kansas, it shall execute and file "Certificate of Appointment of Process of Agent" with the Clerk of the District Court at the Johnson County, Kansas Courthouse. These forms may be obtained at the Office of the Clerk of the District Court. After execution of the documents, it shall be filed with the Clerk of the District Court. Contractor shall be responsible for the filing fee. This certificate is pursuant to the General Statutes of Kansas, and shall be filed prior to the formal execution of the Contract Documents. Failure to comply with these requirements shall disqualify the Contractor for the awarding of this Contract.

- 2.12 The Contractor warrants to the City that any materials furnished under this Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.
- 2.13 The Contractor may not use any subcontractors without the prior written consent of the City, which may be withheld for any reason at the City's discretion.
- 2.14 If, on account of a continued default or breach by either party of such party's obligations under the terms of this agreement after any notice and opportunity to cure as may be required hereunder, it shall be necessary for the other party to employ one or more attorneys to enforce or defend any of such other party's rights or remedies hereunder, then, in such event, any reasonable amounts incurred by such other party, including but not limited to attorneys' fees, experts' fees and all costs, shall be paid by the breaching or defaulting party.
- 2.15 This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the City.
- 2.16 This Contract shall be governed by and interpreted in accordance with the laws of the State of Kansas. Venue for all actions relating to this contract shall be in the District Court of Johnson County, Kansas.
- 3.0 Work Hours
- 3.1 The City authorizes non-emergency work to be performed between 7:00am through 4:00pm weekdays.
- 3.2 The City will provide the Contractor with a door hanger to be placed on each residence where the tree work will occur in the next 24 hours. The Contractor shall notify the City supervisor on a daily basis of where tree work will occur. The Contractor shall communicate immediately any changes in work schedule to the City supervisor.
- 3.3 The Contractor shall obtain prior approval from the City before scheduling any work outside the normal working hours.
- 4.0 Tree Removal
- 4.1 The Contractor will cut and remove the trees and stumps as listed on work order within 30 days of date of the written request by the City. Those trees listed as dangerous will be removed within 72 hours.

- 4.2 The stump will be ground to 18 inches below ground level and level with the surrounding ground. All grindings will be removed.
- 4.3 The stump hole will be filled with six inches of compacted topsoil and twelve inches of compacted subsoil. The topsoil must be compacted to prevent any settling below former ground level. No seeding is required.
- 4.4 Disposal of all debris removed from the work site is the responsibility of the Contractor and must be disposed of in a proper manner.

5.0 Tree Spraying

- 5.1 Upon request, the Contractor will provide spraying of trees for disease or pests.
- 5.2 The Contractor will have a licensed pesticide applicator performing the spraying work.
- 5.3 The City must approve the chemicals being used before any applications.
- 5.4 The Contractor will take all safety precautions and issue all warnings as required by local, state, or federal specifications.
- 5.5 The Contractor will identify the chemicals and will provide a Material Safety Data Sheet for all chemicals used.

6.0 Emergency Service

- 6.1 The Contractor will be available 24 hours per day and seven days per week during the life of this contract for tree services as specified herein.
- 6.2 The Contractor must be able to respond within four hours for emergency tree removal, tree trimming and tree debris removal. A telephone number and/or a pager number will be provided to the City.
- 6.3 The Contractor will have available for their use for tree removal a brush chippers, bed grinders, bucket trucks, log trucks with loader device, skid loaders, and tractor trailer trucks. All equipment rates will include operator, fuel, repairs and maintenance.
- 6.4 A list of Emergency Equipment as detailed in the Fee Schedule should be attached to the bid, listing out each equipment type and the number of units that the Contractor owns. You may also add any other major equipment owned by the Contractor that relates to Tree Emergency Services. Also list all certified arborists employed by the Contractor.

7.0 Non Discrimination

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

advertisements for employees, Contractor shall include the phrase "Equal Opportunity Employer" or a similar phrase approved by the Kansas Human Rights Commission.

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

8.0 Fee Schedule

DESCRIPTION	UNITS	2020 Regular Unit Price	2020 Emergency Unit Price	2021 Regular Unit Price	2021 Emergency Unit Price	2022 Regular Unit Price	2022 Emergency Unit Price
Removal on Arterial or Collector Streets (Includes labor & all equipment)							
DBH 0 to 12 inches	EA	125	165	135	175	135	175
DBH 13 to 24 inches	EA	400	585	450	585	475	650
DBH 25 to 36 inches	EA	900	975	900	975	950	1050
DBH 37 to 48 inches	EA	1200	1500	1300	1600	1300	1600
DBH 49 to 60 inches	EA	1600	1800	1600	1800	1800	2000
Removal on Local Streets and City Properties (Includes labor & all equipment)							
DBH 0 to 12 inches	EA	125	165	125	175	135	175
DBH 13 to 24 inches	EA	400	585	400	585	525	650
DBH 25 to 36 inches	EA	850	950	850	950	950	1050
DBH 37 to 48 inches	EA	1200	1500	1300	1600	1300	1600
DBH 49 to 60 inches	EA	1600	1800	1600	1800	1800	2000
Rental Equipment (non-tree removal work, incl. operator and vehicle)							
Bucket Truck	HR	85	85	90	90	95	95
Tree Spade 44"-80" diameter hole	HR	165	165	165	165	165	165
Misc.							
Spraying trees (Includes labor & equip.)	GAL	14 ⁰⁰	14 ⁰⁰	14 ⁰⁰	14 ⁰⁰	14 ⁰⁰	14 ⁰⁰
Tree trimming (Includes labor & equip.)	HR	160	190	160	190	160	190
Arborist Inspection Services	EA INSP.	45	45	45	45	45	45

(Includes labor & equip.)							
		2020	2020	2021	2021	2022	2022
DESCRIPTION	UNITS	Regular Unit Price	Emergency Unit Price	Regular Unit Price	Emergency Unit Price	Regular Unit Price	Emergency Unit Price
Emergency Equipment							
Horizontal Grinder Min. 500 HP	HR	600	650	600	650	600	650
Claw Loader w/28 CY Capacity Dump Bed	HR	200	250	200	250	200	250
Excavator w/Clam Bucket 230 HP	HR	160	180	160	180	160	180
Wheel Loader - Dump Height 9' 130 HP	HR	160	160	160	160	160	160
Track Loader - Dump Height 8' 80 HP	HR	130	140	130	140	130	140
Uni-Loader w/Grapple Bucket 70 HP	HR	130	140	130	140	130	140
Tractor w/Barrel Bed 15 CY	HR	130	130	130	130	130	130
Tractor w/Ejector Bed 72 CY	HR	170	170	170	170	170	170
Tractor w/Box Bed 28 CY	HR	150	150	150	150	150	150
Light Tower - Towed 440,000 Lumens	HR	60	60	60	60	60	60
Stump Grinder	HR	75	75	75	75	75	75

Attach list of requested items as outlined in section 6.4 Emergency Services

9.0 References

9.1 The Contractor will provide three (3) local references of comparable work from the last twelve (12) months.

Company: SEE ATTACH Contact: _____

Phone #: _____ Email: _____

Brief Description on Work: _____

Company: _____ Contact: _____

Phone #: _____ Email: _____

Brief Description on Work: _____

Company: _____ Contact: _____

Phone #: _____ Email: _____

Brief Description of Work: _____

Contractor Contact: MARK CANTRELL ATTEST: _____

Company Name: ARBOR MASTERS /s/ _____

Address: 8250 COLE PKWY SHAWNEE MISSION KS 66227 /s/ _____
TREE & LANDSCAPE Kelley Nielsen, City Clerk Date

Telephone Number: 913-441-8888 /s/ _____
 Steven Mauer, City Attorney Date

Fax Number: 913-441-8922

Email: mcantrell@arbormasters.com

/s/ Mark Cantrell 12/9/14 /s/ _____
 Contractor Agent Date Mike Kelly, Mayor Date



REFERENCES

City of Prairie Village

Suzanne Lownes – Facilitator
3535 Somerset Dr.
Prairie Village, KS. 66208
(913) 385-4640

Leawood Homes Association

Ann Spivack
8025 Lee Blvd
Leawood, KS 66206
(913) 341-0330

City of Overland Park, KS

Greg Ruether
11921 Hardy
Overland Park, KS. 66213
(913) 215-4047

City of Parkville, MO

Tom Benard
8880 Clark Avenue
Parkville, MO. 64152
(816) 215-4047

City of Kansas City Missouri

Kevin Lepointe
1301 Chouteau Traffic Way
Kansas City, MO. 64120
(816) 809-4354

Homes Association Solutions

Doug May
PO Box 26145
Overland Park, KS 66226
(913) 825-0001

CITY OF ROELAND PARK, KANSAS

NOTICE TO BIDDERS

Sealed bids for 2020-2022 ROELAND PARK TREE SERVICES will be received by the City of Roeland Park, at the office of The City Clerk, City Hall, Roeland Park, Kansas 66205, until 1:30 p.m. local time on December 9th, 2019. At that time all sealed bids will be transferred to the City Council Chamber, City Hall, where they will be publicly opened and read aloud.

Any bid received after the designated closing time will be returned unopened. All bids shall be submitted in sealed envelopes addressed to the City Clerk of Roeland Park, Kansas, and marked "2020-2022 ROELAND PARK TREE SERVICES". Any questions regarding the agreement or bid documents should be directed to Daniel Vandebos or Donnie Scharff of Roeland Park Public Works, 913-722-2600.

CONTRACTORS SHOULD READ AND BE FULLY FAMILIAR WITH ALL CONTRACT DOCUMENTS BEFORE SUBMITTING A BID. IN SUBMITTING A BID, THE BIDDER WARRANTS THAT HE HAS READ THE CONTRACT DOCUMENTS AND IS FULLY FAMILIAR THEREWITH AND THAT HE HAS VISITED THE SITE OF THE WORK TO FULLY INFORM HIMSELF AS TO ALL EXISTING CONDITIONS AND LIMITATIONS AND SHALL INCLUDE IN HIS BID A SUM TO COVER THE COST OF ALL ITEMS OF THE WORK.

Should a bidder find "defects" as defined in this agreement they should bring them to the same to the attention of City. Changes necessitated thereby shall be in the form of addenda issued by the Public Works Director.

All bidders shall verify that they have considered all written addenda. The City shall be responsible for oral instructions. Any written addenda issued during the time of bidding shall be covered and included in the bid.

There will be no clarifications or exceptions allowed on bid. Bids are for a total package, total contract price. Bids shall be made upon the form provided, in ink or typewritten. Numbers shall be stated both in writing and in figures; the signature shall be long hand; and the complete form shall be without alteration or erasure. On alternate items for which a bid is not submitted, a written indication of "no bid" on the bid is required. No oral, telegraphic, facsimile or telephonic bids or alterations will be considered.

The following items must be included in the sealed envelope with the bid: a. Bid N-2 b. 5% Bid Security—Bid Bond, Cashier's Check or Certified Check (See Below) Each bidder shall file with his bid, a cashier's check or a certified check drawn on any acceptable bank, made payable to the City of Roeland Park, Kansas, in the amount of not less than five percent (5%) of the total bid, which shall be retained by the City of Roeland Park until a Contract for the project has been executed. Bid bonds will be returned to the unsuccessful bidders, with the exception of the second qualifying bidder, at such time as their bids are rejected. The bid deposit of the successful bidder and the second qualifying bidder will be returned when satisfactory bonds in the amount equal to the 100% of the Contract amount, required insurance certificates and other required documents shall have been furnished and the Contract Documents have been executed. In the event the successful bidder is unable to execute the Contract, for whatever reason, the City may exercise its legal prerogatives, including, but not limited to, enforcement of its rights as to the bid security.

Non-resident Corporations that are not already registered with the Kansas Secretary of State, and all nonresident individuals and partnerships are required by law to register with the Director of Revenue, State Office Building, Topeka, Kansas, and pay a fee of Ten Dollars (\$10.00) for each and every contract as precedent to commencing work on the Contract. For contracts in excess of Ten Thousand Dollars (\$10,000) the Non-resident Corporations shall file with the Director of Revenue an acceptable bond in the amount of ten percent (10%) of the Contract.

**CITY OF ROELAND PARK, KANSAS
KELLEY NIELSEN, CITY CLERK**

AGREEMENT FOR TREE SERVICES

This Agreement, made this _____ day of _____, _____, by and between _____, hereinafter referred to as Contractor, and the CITY OF ROELAND PARK, KANSAS, hereinafter referred to as City, shall be in full force and effect during calendar years 2020 through 2022 with the following terms and conditions.

The Contractor proposes and agrees to provide all necessary machinery, tools, and equipment; and to do all the work specified in these documents of the agreement in the manner herein prescribed and according to the requirements of the City as herein set forth.

This document will be the only executed agreement. Any additions or changes must be added as a written supplement to this agreement at time of proposal. City Council must approve each year the terms of this agreement based on the budgetary allowance.

1.0 Service Specifications

- 1.1 The Contractor shall designate one person who is a licensed arborist that is responsible for the supervision of all work being performed. This person shall be thoroughly familiar with the specified requirements and the methods needed for the proper performance of the work and who shall direct all work performed.
- 1.2 The Contractor shall assign one person who shall serve as the main contact for the City for purposes of scheduling inspections, emergencies, and maintaining communication. The Contractor will supply a direct contact name, phone number and email and will notify the City if this contact information changes during the Contract period.
- 1.3 The City will inspect the work on a regular basis and report to the Contractor's supervisor any problems.
- 1.4 The Contractor will immediately report to the City supervisor any problems or hazards that are observed during the course of the work.
- 1.5 The Contractor will use proper equipment and tools for the work. All equipment and tools will be in near-original working and sanitized condition to prevent the spread of tree diseases.
- 1.6 The DBH will mean the diameter of the tree measured at a height of five feet from the ground.
- 1.7 The Contractor will take all safety precautions to protect the workers and the general public. Traffic control signs and other markings will be in accordance with the latest Manual of Uniform Traffic Control Devices (MUTCD) as published by the Federal Highway Administration. Failure to provide proper traffic controls will result in work being stopped until the requirements are met.
- 1.8 The Contractor is required to have a valid City of Roeland Park Non-Domicile Business License while under contract with the City. License and information can be obtained at City Hall offices located at 4600 W. 51st Street.

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- 1.9 The City, in accordance with City Purchase Policy Section IV-D will retain the right to obtain competitive pricing on any singular item costing more than \$10,000.
- 1.10 The Contractor is admonished that their employees will be properly attired, refrain from abusive language, refrain from improper behavior, and be aware that they are representing the City.
- 2.0 **General**
- 2.1 This signed agreement will be the authorization for the Contractor to provide the described services as requested by the City.
- 2.2 Daniel Vandembos, Public Works Superintendent, at phone-(913)908-9861. Email-dvandembos@roelandpark.org, will be the City coordinator for the Contractor for providing any service and responding to any special needs.
- 2.3 All work performed by the Contractor will be of acceptable workmanlike quality and installation normally associated with this trade and shall occur to the satisfaction of the City before payment will be made by the City to the Contractor.
- 2.4 All invoices should be grouped by location, with a copy of the service report attached, and are to be sent to Public Works Department, 4600 W. 51st Street, Roeland Park, KS 66205.
- 2.5 Invoices shall be submitted for payment within sixty days of completion of work.
- 2.6 Insurance:
- A. The Contractor shall procure and maintain, at its expense, the following insurance coverage: (a) Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit; (b) Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and (c) Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles.
 - B. All property damaged shall be restored or replaced to a condition immediately prior to the time of damage, and to the satisfaction of the City.
 - C. All loss or damage arising out of the nature of the work to be done, or from the action of the elements, or from floods or overflows, or from ground water, or from unusual obstructions or difficulties, or any other natural or existing circumstances either known or unforeseen, which may be encountered in the prosecution of the said work shall be sustained and borne by the Contractor at its own cost and expense.
 - D. The City shall be a named insured on such policies. Satisfactory certificates of insurance shall be filed with the City prior to starting any construction work on this Contract. The certificates shall state that thirty (30) days written notice will be given to the City before any policy coverage thereby is changed or canceled.

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- 2.7 It is the express intent of the parties that this Contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
- 2.8 This Agreement is for the period of January 1, 2020 through December 31, 2022. Either party may terminate this agreement by giving sixty (60) days prior written notice to the other party.
- 2.9 The Contractor will commence work within ten (10) calendar days from and after receiving instructions from the City.
- 2.10 To the fullest extent permitted by law, with respect to the performance of its obligations in this Contract or implied by law, and whether performed by Contractor or any permitted subcontractors hired by Contractor, the Contractor agrees to indemnify City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent acts, errors, or omissions of the Contractor or its subcontractors, to the extent and in proportion to the comparative degree of fault of the Contractor and its subcontractors. Contractor shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim to the extent and in proportion to the comparative degree of fault of the Contractor and its subcontractors
- 2.11 Applicable Laws and Permits:
- A. The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times. This compliance includes, but is not limited to, any quarantines in place at time of work, removal or movement of product associated with this contract.
 - B. Pursuant to K.S.A. No. 16-113, if the Contractor does not have a resident agent in the State of Kansas, it shall execute and file "Certificate of Appointment of Process of Agent" with the Clerk of the District Court at the Johnson County, Kansas Courthouse. These forms may be obtained at the Office of the Clerk of the District Court. After execution of the documents, it shall be filed with the Clerk of the District Court. Contractor shall be responsible for the filing fee. This certificate is pursuant to the General Statutes of Kansas, and shall be filed prior to the formal execution of the Contract Documents. Failure to comply with these requirements shall disqualify the Contractor for the awarding of this Contract.

- 2.12 The Contractor warrants to the City that any materials furnished under this Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.
- 2.13 The Contractor may not use any subcontractors without the prior written consent of the City, which may be withheld for any reason at the City's discretion.
- 2.14 If, on account of a continued default or breach by either party of such party's obligations under the terms of this agreement after any notice and opportunity to cure as may be required hereunder, it shall be necessary for the other party to employ one or more attorneys to enforce or defend any of such other party's rights or remedies hereunder, then, in such event, any reasonable amounts incurred by such other party, including but not limited to attorneys' fees, experts' fees and all costs, shall be paid by the breaching or defaulting party.
- 2.15 This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the City.
- 2.16 This Contract shall be governed by and interpreted in accordance with the laws of the State of Kansas. Venue for all actions relating to this contract shall be in the District Court of Johnson County, Kansas.
- 3.0 **Work Hours**
- 3.1 The City authorizes non-emergency work to be performed between 7:00am through 4:00pm weekdays.
- 3.2 The City will provide the Contractor with a door hanger to be placed on each residence where the tree work will occur in the next 24 hours. The Contractor shall notify the City supervisor on a daily basis of where tree work will occur. The Contractor shall communicate immediately any changes in work schedule to the City supervisor.
- 3.3 The Contractor shall obtain prior approval from the City before scheduling any work outside the normal working hours.
- 4.0 **Tree Removal**
- 4.1 The Contractor will cut and remove the trees and stumps as listed on work order within 30 days of date of the written request by the City. Those trees listed as dangerous will be removed within 72 hours.

- 4.2 The stump will be ground to 18 inches below ground level and level with the surrounding ground. All grindings will be removed.
- 4.3 The stump hole will be filled with six inches of compacted topsoil and twelve inches of compacted subsoil. The topsoil must be compacted to prevent any settling below former ground level. No seeding is required.
- 4.4 Disposal of all debris removed from the work site is the responsibility of the Contractor and must be disposed of in a proper manner.

5.0 **Tree Spraying**

- 5.1 Upon request, the Contractor will provide spraying of trees for disease or pests.
- 5.2 The Contractor will have a licensed pesticide applicator performing the spraying work.
- 5.3 The City must approve the chemicals being used before any applications.
- 5.4 The Contractor will take all safety precautions and issue all warnings as required by local, state, or federal specifications.
- 5.5 The Contractor will identify the chemicals and will provide a Material Safety Data Sheet for all chemicals used.

6.0 **Emergency Service**

- 6.1 The Contractor will be available 24 hours per day and seven days per week during the life of this contract for tree services as specified herein.
- 6.2 The Contractor must be able to respond within four hours for emergency tree removal, tree trimming and tree debris removal. A telephone number and/or a pager number will be provided to the City.
- 6.3 The Contractor will have available for their use for tree removal a brush chippers, bed grinders, bucket trucks, log trucks with loader device, skid loaders, and tractor trailer trucks. All equipment rates will include operator, fuel, repairs and maintenance.
- 6.4 A list of Emergency Equipment as detailed in the Fee Schedule should be attached to the bid, listing out each equipment type and the number of units that the Contractor owns. You may also add any other major equipment owned by the Contractor that relates to Tree Emergency Services. Also list all certified arborists employed by the Contractor.

7.0 **Non Discrimination**

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

for employees, Contractor shall include the phrase "Equal Opportunity Employer" or a similar phrase approved by the Kansas Human Rights Commission.

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

8.0 Fee Schedule

DESCRIPTION	UNITS	2020 Regular Unit Price	2020 Emergency Unit Price	2021 Regular Unit Price	2021 Emergency Unit Price	2022 Regular Unit Price	2022 Emergency Unit Price
Removal on Arterial or Collector Streets (Includes labor & all equipment)							
DBH 0 to 12 inches	EA	145	145	145	145	145	145
DBH 13 to 24 inches	EA	695	695	695	695	695	695
DBH 25 to 36 inches	EA	1,225	1,225	1,225	1,225	1,225	1,225
DBH 37 to 48 inches	EA	1,700	1,700	1,700	1,700	1,700	1,700
DBH 49 to 60 inches	EA	2,195	2,195	2,195	2,195	2,195	2,195
Removal on Local Streets and City Properties (Includes labor & all equipment)							
DBH 0 to 12 inches	EA	145	145	145	145	145	145
DBH 13 to 24 inches	EA	695	695	695	695	695	695
DBH 25 to 36 inches	EA	1,225	1,225	1,225	1,225	1,225	1,225
DBH 37 to 48 inches	EA	1,700	1,700	1,700	1,700	1,700	1,700
DBH 49 to 60 inches	EA	2,195	2,195	2,195	2,195	2,195	2,195
Rental Equipment (non-tree removal work, incl. operator and vehicle)							
Bucket Truck	HR	135	135	135	135	135	135
Tree Spade 44"-80" diameter hole	HR	75	75	75	75	75	75
Misc.							
Spraying trees (Includes labor & equip.)	GAL	2 ⁹⁵	2 ⁹⁵	2 ⁹⁵	2 ⁹⁵	2 ⁹⁵	2 ⁹⁵
Tree trimming (Includes labor & equip.)	HR	195	195	195	195	195	195
Arborist Inspection Services (Includes labor & equip.)	EA INSP.	80	80	80	80	80	80

DESCRIPTION	UNITS	2020 Regular Unit Price	2020 Emergency Unit Price	2021 Regular Unit Price	2021 Emergency Unit Price	2022 Regular Unit Price	2022 Emergency Unit Price
Emergency Equipment							
Horizontal Grinder Min. 500 HP	HR	425	425	425	425	425	425
Claw Loader w/28 CY Capacity Dump Bed	HR	185	185	185	185	185	185
Excavator w/Clam Bucket 230 HP	HR	135	135	135	135	135	135
Wheel Loader - Dump Height 9' 130 HP	HR	135	135	135	135	135	135
Track Loader - Dump Height 8' 80 HP	HR	100	100	100	100	100	100
Uni-Loader w/Grapple Bucket 70 HP	HR	75	75	75	75	75	75
Tractor w/Barrel Bed 15 CY	HR	100	100	100	100	100	100
Tractor w/Ejector Bed 72 CY	HR	120	120	120	120	120	120
Tractor w/Box Bed 28 CY	HR	110	110	110	110	110	110
Light Tower - Towed 440,000 Lumens	HR	25	25	25	25	25	25
Stump Grinder	HR	75	75	75	75	75	75
Attach list of requested items as outlined in section 6.4 Emergency Services							

9.0 References

9.1 The Contractor will provide three (3) local references of comparable work from the last twelve (12) months.

Company: North Kansas City Contact: Chris Cooper
 Phone #: (816) 274-6004 Email: Ecooper@nkc.org
 Brief Description on Work: Tree Trimming, Tree Removal, Stump Grinding and Debris Removal

Company: Missouri Department of Transportation (MoDOT) Contact: Brian Schyvink
 Phone #: (816) 803-4527 Email: brian.schyvink@moadd.mo.gov
 Brief Description on Work: Tree Trimming, Tree Removal, Stump grinding and debris removal

Company: City of Shawnee, KS Contact: Kevin Taylor
 Phone #: (913) 631-2500 Email: ktaylor@cityofshawnee.org
 Brief Description of Work: Debris Removal, Tree trimming and Tree Removal, Stump grinding

Contractor Contact: Breg Gathers
 Company Name: Custom Tree Care, Inc.
 Address: 6021 SW 29th St PMB #130
Topeka, KS 66614

Telephone Number: (785) 478-9805

Fax Number: (785) 478-4195

Email: ggathers@customtreecare.com

/s/ [Signature] 12/2/19
 Contractor Agent Date

ATTEST:

/s/ _____
 Kelley Nielsen, City Clerk Date

/s/ _____
 Steven Mauer, City Attorney Date

/s/ _____
 Mike Kelly, Mayor Date

Item Number: DISCUSSION ITEMS- II.-7.
Committee 12/16/2019
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 12/12/2019
Submitted By: Staff
Committee/Department: Admin.
Title: **Discuss Council Appointments and Council President Selection Timeline**
Item Type: Other

Recommendation:

Staff would like to provide background information on the committee opportunities so council members can indicate what committees they are interested in serving on. Staff would like direction on the timing of selecting council president. Action to make appointments and electing a president will need to occur at a council meeting.

Details:

Selection of the Council president is spelled out in Section 1-203 of the City Code, the link below will take you to that section:

https://library.municode.com/ks/roeland_park/codes/code_of_ordinances?nodeId=CHIAD_ART2GOBO_S1-203PRCO

If the governing body would like to elect a council president in January an ordinance reflecting the change in date to January can be prepared for consideration at the 1st meeting in January and the Council president could then be elected at the second meeting in January, we have to wait for the ordinance to be published before it becomes effective.

The committee opportunities below are annual council appointments.

Arts Advisory Committee
Community Engagement
Parks Advisory Committee
Sustainability Committee
Aquatic Advisory Committee

Ad-Hoc Development

MARC - Bike & Pedestrian: 2 council members

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

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

Meetings and Activities

The BPAC committee meets regularly on the second Wednesday of each odd-numbered month at 1:30p.m. Meetings are generally held in the MARC offices, 600 Broadway, Suite 200, Kansas City, MO. All meetings are listed on the MARC calendar and are open to the public. Next meeting: March 14.

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

2020 meeting schedule

Wednesday, Jan. 8 at 1:30 p.m. in Broadway Room

Wednesday, Mar. 11 at 1:30 p.m. in Broadway Room

Wednesday, May 13 at 1:30 p.m. in Broadway Room

Wednesday, July 8 at 1:30 p.m. in Broadway Room

Wednesday, Sep. 9 at 1:30 p.m. in Broadway Room

Thursday, Nov. 12 at 1:30 p.m. in Broadway Room (moved one day because of Veterans Day)

MARC - First Tier Suburbs: 2 council members

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

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

Meets quarterly. Next meetings are January 17 8-10 a.m. The Grove at The View 13500 Byars Rd. , Grandview, MO 64030

April 17 8-10 a.m. Fairway, KS

Stormwater Management Advisory Council: 1 council member

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

- Review recommendations of the Stormwater Management Program

- Make recommendations to the Board of County Commissioners

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

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

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

Meets Quarterly. Meeting December 13

47th & Mission Road Steering Committee: 2 city council members and 1 alternate

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

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

Arts Advisory Committee - 1 Council Person

Meetings are on the 2nd Wednesday of the Month 6 pm at City Hall.

The Committee is tasked with providing recommendations to Council on public art.

Community Engagement Committee - 1 Council Person

Meetings are on the 3rd Thursday of the Month 6 pm at City Hall.

The Committee is tasked with providing planning for events and other activities to foster broad and inclusive participation of our residents and highlight city amenities.

Parks and Trees Advisory Committee - 1 Primary and 1 Alternate

Meetings are on the 3rd Wednesday of the Month 6 pm at City Hall.

The Committee is tasked with providing recommendations to Council on the maintenance and operation of city parks and trees.

Sustainability Committee - 1 Council Person

Meetings are on the 1st Thursday of the month at 6 pm at City Hall.

The Committee is tasked with making recommendations intended to enhance the environmental sustainability of the City.

Aquatic Advisory Committee - 2 Council Persons

Meetings are on the 2nd Tuesday of the month at 6 pm at the Community Center. The Committee

is tasked with providing recommendations on the operation of the Aquatic Center.

Ad-Hoc Development Committee - 3 Council Persons

Meetings are on every other Thursday at 8 am at City Hall.

The Committee is tasked with leading efforts to bring development to the Rocks and NE RJ sites.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Additional Information

2019 Current Appointments.

Arts Advisory Committee - Michael Poppa

Community Engagement - Jen Hill

Parks Advisory Committee - Claudia McCormack Alternate Jen Hill or Tom Madigan

Sustainability Committee - Jen Hill

Aquatic Advisory Committee - Tom Madigan and Tim Janssen

Ad-Hoc Development - Jim Kelly, Tom Madigan and Tim Janssen

MARC - Bike & Pedestrian - Jim Kelly and Mike Kelly

MARC - First Tier Suburbs - Claudia McCormack and Erin Thompson

Stormwater Management Advisory Council - Tim Janssen

47th & Mission Road Steering Committee - Jen Hill Alternate Tim Janssen

Current Standing Committee Membership is as Follows (rotation occurs 3/1/20 per Section 1-2017 of the City Code):

Administration- Madigan and Brauer

Finance- Faidley and McCormack

Safety- Dickens and Rebne

Public Works- Hill and Kelly

These committees are called upon to assist on projects related to their respective committee service area. Meetings are as needed.

ATTACHMENTS:

Description	Type
□ Council President - City Code	Cover Memo

Sec. 1-203. - President of the Council.

- (a) Beginning on February 1, 2017, there shall be a President of the Council who shall serve a one year term and who shall be selected in accordance with the following procedure. At a Council meeting in February of each year, nominations shall be made and an election shall be held no later than the last Council meeting in February. Once the nominations are made, a brief five-minute speech will be allowed from each candidate. Upon election by a majority of the Councilmembers present, the President of the Council shall be elected for the next term. The Mayor does not have a tie breaking vote in the selection of the President of the Council. If a majority vote of Councilmembers present cannot be met, the following procedure shall be followed. If there are more than two nominations, the number of nominations shall be narrowed down to two and the process repeated. The top two vote getters shall move on. If there is a tie between the second or more vote getters, a coin flip shall decide who is in the top two. If there is a tie in the vote of the final two, a coin shall be flipped to determine the President of the Council. This process will be repeated annually each February.
- (b) The President of the Council shall have the following duties:
 - (1) Preside at meetings of the City Council in the absence of the Mayor while retaining all the privileges of a Councilmember;
 - (2) Preside at all Governing Body Workshops, given that Co-Chairs may present items specific to their assigned service area (i.e. Administration, Public Works, Public Safety or Finance);
 - (3) Participate in meetings or events on behalf of the Mayor when the Mayor cannot attend due to a schedule conflict; and
 - (4) Advise and consult with City staff when an urgent issue arises and the Mayor cannot be reached in a reasonable period of time after attempts to reach the Mayor have been made.

(Chart. Ord. No. 26, §§ 2, 3, 5, 1-21-2014; Chart. Ord. No. 33, § 1, 9-19-2016)

Note— At the discretion of the editor, the provisions of Chart. Ord. No. 26 §§ 2 and 3, pertaining to the President of the Council have been codified as § 1-203, above. Provisions of § 4 pertaining to the Acting President of the Council have been codified as § 1-203.1, below.

Item Number: **DISCUSSION ITEMS- II.-8.**
Committee
Meeting Date: **12/16/2019**



City of Roeland Park
Action Item Summary

Date:

Submitted By:

Committee/Department:

Title:

Executive Session - "I move to recess the City Council into executive session in order to discuss the potential acquisition of real estate, pursuant to the real estate exception of the Kansas Open Meetings Act, K.S.A.75-4319(b)(6). The open meeting to resume at ____ in Council chambers."

Item Type:

Recommendation:

Details:

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?