

**AGENDA**  
**CITY OF ROELAND PARK, KANSAS**  
**CITY COUNCIL MEETING**  
**ROELAND PARK**  
**Roeland Park City Hall 4600 W 51st Street, Roeland Park, KS 66205**  
**February 3, 2020 6:00 PM**

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

**Pledge of Allegiance**

**Roll Call**

**Modification of Agenda**

**I. Citizens Comments**

*Members of the public are welcome to use this time to make comments about City matters that do not appear on the agenda, or about items that will be considered as part of the consent agenda. Comments about items that appear on the agenda will be taken as each item is considered. Citizens Are Requested To Keep Their Comments Under 5 Minutes. If a large number of people wish to speak, this time may be shortened by the Mayor (Chair) so that the number of persons wishing to speak may be accommodated within the time available. Please turn all cellular telephones and other noise-making devices off or to "silent mode" before the meeting begins.*

**II. Consent Agenda**

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

- A. Appropriations Ordinance #943
- B. January 21, 2020 Council Minutes
- C. Mowing Agreement for 2020

**III. Business From the Floor**

**A. Applications / Presentations**

**IV. Mayor's Report**

**V. Workshop and Committee Reports**

**VI. Reports of City Liaisons**

**VII. Ordinances and Resolutions:**

**VIII. New Business**

- A. Updates to the City Purchasing Policy
- B. 2020 Street Maintenance- Engineering Task Order
- C. Appointments to Arts, Parks, Sustainability and Ad-Hoc Development Committees
- D. Approve Credit Card Service Agreement
- E. Special Event Permit for Seasonal Sales at Wal-Mart

**IX. Unfinished Business**

**X. Workshop Items:**

**XI. Reports of City Officials:**

- A. November Financials – read only

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

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

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

- B. Public Comment Request to Speak Form.** The request form's

purpose is to have a record for the City Clerk. Members of the public may address the City Council during Public Comments and/or before consideration of any agenda item; however, no person shall address the Council without first being recognized by the Mayor (Chair). Any person wishing to speak, whether during Public Comments or on an agenda item, shall first complete a Public Comment or Request to Speak form and submit this form to the City Clerk before the Mayor (Chair) calls for Public Comments or calls the particular agenda item

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

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

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

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

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

F. **Speak Only Once.** Second opportunities for the public to speak on the same issue will not be permitted unless mandated by state or local law.

No speaker will be allowed to yield part or all of his/her time to another, and no speaker will be credited with time requested but not used by another.

- G. **Addressing the Council.** Comment and testimony are to be directed to the Mayor (Chair). Dialogue between and inquiries from citizens at the lectern and individual Council Members, members of staff, or the seated audience is not permitted. Council Members seeking to clarify testimony or gain additional information should direct their questions through the Mayor (Chair). Always speak from the microphone to ensure that all remarks are accurately and properly recorded. Only one speaker should be at the microphone at a time. Speakers are requested to state their full name, address and group affiliation, if any, before delivering any remarks.
- H. Agendas and minutes can be accessed at [www.roelandpark.org](http://www.roelandpark.org) or by contacting the City Clerk

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



Item Number: Consent Agenda- II.-A.  
Committee 2/3/2020  
Meeting Date:



**City of Roeland Park**  
Action Item Summary

Date:  
Submitted By:  
Committee/Department:  
Title: **Appropriations Ordinance #943**  
Item Type:

**Recommendation:**

**Details:**

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

**ATTACHMENTS:**

Description  
□ Appropriations Ordinance #943

Type  
Cover Memo

# ***The City of Roeland Park, Kansas***

*4600 West Fifty-First Street*

*Roeland Park, Kansas 66205*

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

Thursday, January 30, 2020

## **Appropriation Ordinance -2/3/2020 - #943**

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

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

Section 2: This Ordinance shall take effect and be in force from and after its passage. Passed and approved this 3rdday of February, 2020.

Attest:

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City Clerk

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Mayor

<b>Total Appropriation Ordinance</b>	<b>\$</b>	<b>195,063.45</b>
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There are sufficient funds in the General Fund to cover general fund expenditures.

## Appropriation Ordinance -2/3/2020 - #943

Vendor	Dept	Acct #	Description	Invoice Description	Check /EFT Date	Amount	Chk #	Check Amount
ADP, LLC	101	5214.101	Other Contracted Services	550642067	01/29/20	236.52	70369	236.52
Advance Auto Parts	102	5206.102	Travel Expense & Training	5128001127374	01/29/20	18.08	70370	62.79
Advance Auto Parts	102	5260.102	Vehicle Maintenance	5128000827160	01/29/20	6.98		
Advance Auto Parts	102	5260.102	Vehicle Maintenance	5128001127366	01/29/20	16.74		
Advance Auto Parts	102	5260.102	Vehicle Maintenance	5128001537995	01/29/20	20.99		
Airgas USA, LLC	106	5318.106	Tools	9097145498	01/29/20	98.63	70371	200.61
Airgas USA, LLC	106	5318.106	Tools	9097196544	01/29/20	79.62		
Airgas USA, LLC	106	5318.106	Tools	9967650852	01/29/20	22.36		
American Fidelity Assurance	101	2052.101	Supplemental Insurance Payable	D111275	01/29/20	1,304.58	70372	1,304.58
Shawnee Mission Tree Service, Inc	101	5283.101	RP Community Foundation Grant Expense	35168	01/29/20	357.20		
							70373	357.20
Balls Food Stores	101	5254.101		37540	01/22/20	29.99	70363	29.99
Bernie Electric Wholesale, Inc.	101	5210.101	Maintenance & Repair Building	S100076490001	01/29/20	118.21	70374	118.21
C & G Rubber Stamp, Inc.	101	5301.101	Office Supplies	130404	01/29/20	11.00	70375	11.00
Columbia Capital Management, LL	101	5209.101	Professional Services	20430001	01/29/20	5,076.95	70376	5,076.95
Custom Rods Interiors, LLC	102	5260.102	Vehicle Maintenance	197458	01/29/20	125.00	70377	125.00
Dog Waste Depot	106	5262.106	Grounds Maintenance	317930	01/29/20	354.98	70378	354.98
Donoho Appraisals	270	5457.270	CARS 2020 - Roe	20102	01/29/20	2,376.00	70379	9,900.00
Donoho Appraisals	370	5457.370	CARS 2020 - Roe	20102	01/29/20	3,564.00		
Donoho Appraisals	450	5457.450	CARS 2020 - Roe	20102	01/29/20	3,960.00		
dormakaba USA Inc.	101	5210.101	Maintenance & Repair Building	517712	01/22/20	497.50	70364	497.50
Evergy	101	5201.101	Electric	2715 1/24/20	01/29/20	1,236.03	70380	1,996.36
Evergy	106	5201.106	Electric	2715 1/24/20	01/29/20	760.33		
Evergy	220	5201.220	Electric	9247 1/14/20	01/23/20	623.13	32500	623.13
GT Distributors - Austin	102	5308.102	Clothing & Uniforms	INV0746229	01/29/20	880.75	70381	880.75
Independent Salt Company	250	5303.250	Sand and Salt	149539IN	01/29/20	1,635.99	70382	1,635.99
JarMac Inc.	101	5217.101	Public Art	1/20/20	01/29/20	3,000.00	70383	3,000.00
Johnson County Government	103	5227.103	Prisoner Care	154409	01/29/20	2,450.00	70384	2,450.00
Johnson County Park & Recreation	220	4275.220	Program Fees	12312019	01/29/20	16.24	70385	49,145.69
Johnson County Park & Recreation	220	4279.220	Facility Rental	10312019	01/29/20	(2,242.50)		
Johnson County Park & Recreation	220	5101.220	Salaries - Regular	10312019	01/29/20	(10,922.50)		
Johnson County Park & Recreation	220	5102.220	Salaries-Overtime	10312019	01/29/20	12.50		
Johnson County Park & Recreation	220	5102.220	Salaries-Overtime	12312019	01/29/20	290.25		
Johnson County Park & Recreation	220	5120.220	Cell Phone Allowance	10312019	01/29/20	(45.00)		
Johnson County Park & Recreation	220	5201.220	Electric	11302019	01/29/20	1,975.31		
Johnson County Park & Recreation	220	5201.220	Electric	12312019	01/29/20	559.16		
Johnson County Park & Recreation	220	5206.220	Travel Expense & Training	10312019	01/29/20	0.12		
Johnson County Park & Recreation	220	5206.220	Travel Expense & Training	11302019	01/29/20	16.99		
Johnson County Park & Recreation	220	5210.220	Maintenance & Repair Building	10312019	01/29/20	6,642.00		

Johnson County Park & Recreation	220	5210.220	Maintenance & Repair Building	11302019	01/29/20	5,242.50		
Johnson County Park & Recreation	220	5210.220	Maintenance & Repair Building	12312019	01/29/20	(2,553.16)		
Johnson County Park & Recreation	220	5214.220	Other Contracted Services	11302019	01/29/20	1,963.42		
Johnson County Park & Recreation	220	5223.220	Pool Management Fee	10312019	01/29/20	15,147.40		
Johnson County Park & Recreation	220	5223.220	Pool Management Fee	11302019	01/29/20	15,147.40		
Johnson County Park & Recreation	220	5223.220	Pool Management Fee	12312019	01/29/20	15,147.40		
Johnson County Park & Recreation	220	5307.220	Other Commodities	10312019	01/29/20	289.06		
Johnson County Park & Recreation	220	5326.220	Chemicals	10312019	01/29/20	2,045.35		
Johnson County Park & Recreation	220	5326.220	Chemicals	11302019	01/29/20	413.75		
Keller Fire & Safety	106	5210.106	Maintenace & Repair Building	240375	01/29/20	451.45	70386	598.45
Keller Fire & Safety	102	5211.102	Maintenace & Repair Equipment	240072	01/29/20	147.00		
Kansas Gas Service	101	5289.101	Natural Gas	1745/7836	1/20	378.87	70365	1,082.17
Kansas Gas Service	106	5289.106	Natural Gas	1745/7836	1/20	703.30		
Kansas Mayors Association	108	5305.108	Dues, Subscriptions, & Books	2495	01/29/20	50.00	70387	50.00
The Legal Record	101	5204.101	Legal Printing	L84145	01/29/20	46.03	70388	46.03
Mark One Electric Company, Inc.	300	5470.300	Park Maint/Infrastructure	14234	01/29/20	622.28	70389	622.28
Mauer Law Firm PC	101	5215.101	City Attorney	1/21/20	01/29/20	10,433.99	70390	12,951.20
Mauer Law Firm PC	270	5457.270	CARS 2020 - Roe	1/21/20	01/29/20	604.13		
Mauer Law Firm PC	370	5457.370	CARS 2020 - Roe	1/21/20	01/29/20	881.02		
Mauer Law Firm PC	450	5457.450	CARS 2020 - Roe	1/21/20	01/29/20	1,032.06		
Venessa Maxwell-Lopez	103	5209.103	Professional Services	1/20/20	01/29/20	150.00	70391	150.00
Micro Center A/R	106	5403.106	Office Equipment	7804589	01/29/20	1,407.95	70392	1,407.95
Midwest Pool Management	220	5223.220	Pool Management Fee	22901	01/29/20	1,000.00	70393	1,000.00
Midwest Public Risk	107	5126.107	Health/Dental/Vision Insurance	2/20	01/29/20	40,318.34	70394	40,318.34
Moss Printing	101	5301.101	Office Supplies	13357	01/22/20	180.00	70366	180.00
NAPA Auto Parts	115	5302.115	Motor Fuels & Lubricants	2138894036	01/29/20	107.98	70395	322.95
NAPA Auto Parts	106	5306.106	Materials	2138891276	01/29/20	214.97		
Northeast Johnson Cty. Chamber c	105	5206.105	Travel Expense & Training	1037	01/29/20	105.00	70396	350.00
Northeast Johnson Cty. Chamber c	106	5206.106	Travel Expense & Training	1037	01/29/20	70.00		
Northeast Johnson Cty. Chamber c	108	5206.108	Travel Expense & Training	1037	01/29/20	140.00		
Northeast Johnson Cty. Chamber c	220	5206.220	Travel Expense & Training	1037	01/29/20	35.00		
Pitluck Law, LLC	103	5209.103	Professional Services	1/21/20	01/29/20	150.00	70397	150.00
Principal Life Insurance Co.	107	5130.107	City Paid Life/ST Disability	0001 1/18/20	01/29/20	898.61	70398	898.61
Purchase Power	101	5205.101	Postage & Mailing Permits	7903 1/20/20	01/29/20	496.71	70399	496.71
Wex Bank	106	5302.106	Motor Fuels & Lubricants	63373004	01/17/20	950.76	32499	950.76
Rejis Commission	102	5214.102	Other Contracted Services	430869	01/29/20	22.50	70400	57.50
Rejis Commission	102	5214.102	Other Contracted Services	431314	01/29/20	35.00		
Roeland Park Community Founda	101	5256.101	Committee Funds	2019	01/29/20	1,735.58	70401	1,735.58
Signco Inc.	105	5308.105	Clothing & Uniforms	39209	01/29/20	73.30	70402	73.30
Sirchie	102	5307.102	Other Commodities	430319IN	01/29/20	105.85	70403	105.85
Staples	101	5301.101	Office Supplies	8057047789	01/29/20	87.94	70404	277.10
Staples	101	5301.101	Office Supplies	8057132967	01/29/20	189.16		
Strategic Insights Inc.	101	5266.101	Computer Software	285	01/22/20	750.00	70367	750.00

Terminix Processing Center	106	5214.106 Other Contracted Services	393122031	01/22/20	59.00	70368	59.00
Tyler Technologies, Inc.	103	5410.103 Technology Upgrades	25284857	01/29/20	6,478.00	70405	6,478.00
Vance Brothers	300	5421.300 Street Maintenance	IG00000671	01/29/20	87.50	70406	87.50
Walmart Community/SYNCB	102	5236.102 Community Policing	6837 2/11/20	01/29/20	171.14	70407	171.14
Water District No 1 of Johnson Co	106	5287.106 Water	1/24/20 Multiple	01/29/20	543.77	70408	543.77
WCA Waste Corporation	115	5272.115 Solid Waste Contract	990000616340	01/29/20	43,287.01	70409	43,287.01
Miller Management Systems, LLC	101	5214.101 Other Contracted Services	Recurring EFT	01/20/20	1,855.00		1855
					\$	195,063.45	

Item Number: Consent Agenda- II.-B.  
Committee 2/3/2020  
Meeting Date:



**City of Roeland Park**  
Action Item Summary

Date:  
Submitted By:  
Committee/Department:  
Title: **January 21, 2020 Council Minutes**  
Item Type:

**Recommendation:**

**Details:**

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

**ATTACHMENTS:**

Description  
January 21, 2020 Council Minutes

Type  
Cover Memo

**CITY OF ROELAND PARK, KANSAS**  
**CITY COUNCIL MEETING MINUTES**  
**Roeland Park City Hall**  
**4600 W 51st Street, Roeland Park, KS 66205**  
**Tuesday, January 21, 2020 6:00 P.M.**

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

**Admin**  
Madigan  
Brauer

**Finance**  
Faidley  
McCormack

**Safety**  
Dickens  
Rebne

**Public Works**  
Hill  
Kelly

(Roeland Park Council Meeting Called to Order at 6:00 p.m.)

## **PLEDGE OF ALLEGIANCE**

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

## **ROLL CALL**

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

## **MODIFICATION TO THE AGENDA**

*There were no modifications to the agenda.*

## **I. CITIZENS COMMENTS**

**Matt Lero** (4222 W. 55<sup>th</sup>) Mr. Lero spoke about sidewalks along Buena Vista when biking to Roesland from 55<sup>th</sup> through Einstein Bros. He said it is a dangerous corner. He has spoken with neighbors who have a lot of interest in improving the safety to the area and said it is important to work on. He also presented comments he gathered that were written online or from speaking with neighbors.

Mayor Kelly said he looks forward to working with him on this endeavor.

**Tallulah French** - Ms. French, a 2<sup>nd</sup> grade student from Roesland Elementary provided an update on her school. She said that this semester they have 12 new students. During Kindness Week they are collecting gently-used bath towels to be given to homeless friends to use. On January 31<sup>st</sup>, they will host the Roeland Park Comprehensive Youth Workshop for 4<sup>th</sup> and 5<sup>th</sup> grade students. February 18<sup>th</sup> is pre-K enrollment. There is a no-fee half-day and also a grant-funded option. People can call the school for more information. On February 27<sup>th</sup>, they will host the Council meeting. In March, the students are performing the musical *Circus, Circus*. Flyers will be provided to the City for distribution. The United Methodist Church donated

games to the playground. Student Katie Tucker won the school spelling bee and will compete in the county-wide contest.

Mayor Kelly thanked Ms. French for the update at Roesland Elementary. He said the Governing Body is full of Panther Pride.

CMBR Rebne thanked her for representing Roesland and hopes she will speak to them again.

(Applause)

## **II. CONSENT AGENDA**

### **A. Appropriations Ordinance #942**

### **B. January 6, 2020 Council Minutes**

**MOTION:** CMBR HILL MOVED AND CMBR KELLY SECONDED TO APPROVE THE CONSENT AGENDA AS PRESENTED. (MOTION CARRIED 8-0)

## **III. BUSINESS FROM THE FLOOR**

### **A. Applications/Presentations**

#### **1. Public Works Leadership Impact Award to Frankie Reeves**

In recognition of Mr. Reeves' contribution to the Public Works Department, he received the Leadership Impact Award. Daniel Vandebos, Public Works Superintendent, thanked Mayor Kelly and the Council for allowing them to recognize one of their employees. He said that the department saw a lot of changes in leadership in 2019 and Frank always remained positive which helped to ease the changes. He said Mr. Reeves is always available to work extra hours, cover emergency call-outs, and also to work weekends. He has also taken on extra responsibilities. He also competed and placed in the APWA equipment handling competition. He thanked Mr. Reeves for making his job easier with his humor and hard work ethic.

(Applause)

#### **2. Year End Social Media Recap**

Katie Garcia, the City's PIO officer from Sturges Word provided an overview of Roeland Park's presence on social media for 2019. She said their click-through rate is way above industry standards. The City ended the year with a 38 percent open rate and a 13 percent click-through rate. Their biggest post of the year was the Aldi reopening. They try each week to create a showcase in the moment. They also track media mentions and most of them come from the *Shawnee Mission Post*. Roeland Park ended the year with 99 placements. They also receive good response to their presence on social media. Facebook and Twitter results are another way to reach people and that is also tracked. The City sent out 50 percent more messages in 2019. Their trends are holding true with how they're comparing with other cities. In 2020, they will extend their efforts and continue to step it up on behalf of the City.

Mayor Kelly thanked her for the work she has done and their help has worked to increase their presence on social media. He noted that posted videos have also increased.

CMBR Rebne said he sees the value of Roeland Park's name being out there. He asked for Ms. Garcia's perspective on what the increase in impressions does for the City. Ms. Garcia responded that they think



about their communication strategy and plan and determine where people are. They are on social media and the City needs to be putting their messaging there. As a City, people are interested in engaging with cities and public entities.

City Administrator Moody asked for comparables with their competitor averages as far as data. Ms. Garcia said the City averages about one message per day. Based on the messages received from people, their comments and tweets, the citizens in Roeland Park are more engaged than maybe other cities. The only complaints were the City not responding in a timely manner. Ms. Garcia checked into that and said they respond to almost everything minus except on the weekends which might be a reason for the slower response rate. She said she could speak with City Administrator Moody outside of the meeting. She also said that sometimes the chain of communication slows things down when she has to contact other people such as staff or a contractor for more information.

#### **IV. Mayor's Report**

##### **A. New Year's Resolution**

Mayor Kelly said he made a New Year's resolution to provide a Mayor's Report more often, but he would be considerate and respectful of the time they need to spend on the agenda. For that reason he will save his comments for another meeting.

#### **V. Workshop and Committee Reports**

*No reports were given.*

#### **VI. Reports of City Liaisons**

##### **A. Community Engagement Committee Report - Michael Rebne**

CMBR Rebne said the committee discussed ways to improve on the great work that has been done with the Easter Egg Hunt in April. He added the committee has great energy and is ready to throw great social events this summer. They are looking at a combination event to consist of vegetarian food, a pig roast, and a summer fest with live music. They will be coordinating with the City to see if that can be organized. They are also hard at work trying to figure out way to get the residents connected.

##### **B. Pool Advisory Committee**

CMBR Madigan said there was no quorum for their last meeting.

##### **C. Ad-Hoc Development**

CMBR Kelly said he did not attend the meeting as he was out of town.

City Administrator Moody added that the minutes accurately summarize the discussion they had. They had a guest at the meeting who will potentially provide a concept concerning The Rocks.

#### **VII. Unfinished Business**

##### **A. Approve Agreement with Johnson County CARS for Roe 2020**

Public Works Director Scharff said they are slated to get \$4.62 million from federal funding through STP funds and \$1.6 million through CARS towards the project.

CMBR Rebne thought the agreement amount stated \$9,077,000 and he asked for reconciling of the amount just over \$10 million. Public Works Director Scharff said there was a cost increase over the original agreement. City Administrator Moody added that at the time they submitted the project to CARS for funding for 2020, which was about 9 months ago, the amount submitted was based on construction cost estimates for the project at that time. The costs have been updated and the estimated cost of the project is now over \$10 million. Some of those costs are not eligible for reimbursement. The \$1.6 million reflects what they asked for at the time they submitted for 2020 funding. Construction costs have increased since the time the project was originally submitted but CARS will only contribute the amount they originally agreed to.

**MOTION:** CMBR KELLY MOVED AND CMBR MADIGAN SECONDED TO APPROVE THE 2020 CARS AGREEMENT WITH JOHNSON COUNTY FOR THE ROE 2020 PROJECT. (MOTION CARRIED 8-0)

### **B. Traffic Signal Bids for Roe 2020**

The staff and City Engineer are recommending the purchase of the traffic signal poles and mast arms from Lemac as they are the low bidder.

**MOTION:** CMBR MCCORMACK MOVED AND CMBR KELLY TO AUTHORIZE STAFF AND THE CITY ENGINEER TO PURCHASE TRAFFIC SIGNAL POLES AND MAST ARMS FROM LEMAC COMPANY, INC. WITH THE ALTERNATE FOR PAINTING THE POLES/ARMS WILL BE DECIDED UPON FOLLOWING THE 3/20/20 BID OPENING FOR THE MAIN PROJECT. (MOTION CARRIED 8-0).

## **VIII. New Business**

### **A. Council President Election**

Mayor Kelly said the Governing Body passed Ordinance 989 that specifies the timing and process for the election.

CMBR Dickens nominated CMBR Hill as Council President.

CMBR Faidley nominated CMBR Madigan as Council President.

CMBR HILL: I am humbled and honored to have been nominated, so thank you very much. And I believe that I would be a great fit for this Council with my experience of 25 years in education leading not only students but other educators through consulting jobs and other leadership roles. I think my 2½ years on this Council has done me well to teach me about where we're going as a City and what we're doing and what our vision is. And if elected your president, I would definitely be here willing to listen and help whenever you needed me. I think I've shown that to some of you in the past that I am here if you have questions. It's kind of in my nature to help people. And so I would ask for your vote. Thank you.

CMBR MADIGAN: Roeland Park City Council election is unique in Johnson County in that the Mayor does not cast a vote if there is a tie vote. It has to be settled by a coin flip. The Council President's responsibilities go beyond those listed in the Municipal Code. You might remember during our last meeting I brought forward an amendment to the proposed ordinance to ensure those duties were listed.

Council Presidents are elected to represent all their fellow Councilmembers regardless of their political, social, or economic philosophies and must be available to answer various questions regarding the policies and procedures of the Governing Body and the Municipal Code. The Council President serves as a facilitator to address any misunderstandings or grievances between Governing Body members. Hopefully we can settle it amongst ourselves. The Council President must conduct meetings in a non-confrontational diplomatic matter and never advance a personal agenda. I have the knowledge, experience, and ability to be the Council President. I'm knowledgeable of the City's current policies, procedures, and ordinances having been present in the audience when most of these were passed. I have the experience as Chairperson under the Board of Zoning Appeals, Strategic Planning, and Ad Hoc Development Committees. I also have executive experience in [inaudible] as an administrator and vision director. I am available at all times because I'm retired, do not travel, and am adaptable to all schedules. I have exhibited my diplomacy on more than one occasion as a member of the Governing Body and as a citizen standing at the lectern addressing the Governing Body. I have sought this position because I believe I am the best candidate. If not elected, I will support the winner and hold no animosity towards any member that did not vote for me. But I will not shake the winner's hand simply because I'm germ-ridden.

Mayor Kelly thanked CMBRS Hill and Madigan for their willingness to serve.

After a show of hands CMBR Hill received a majority of five votes and will be Council President for 2020.

## **B. Appointments to Arts, BZA and the Planning Commission**

**MOTION:** CMBR HILL MOVED AND CMBR REBNE SECONDED TO APPOINT DAVE AVERY TO THE ARTS COMMITTEE, PAULA GLEASON TO THE BZA, BRIAN ASHWORTH AND SUSAN SCHENEWERK TO THE PLANNING COMMISSION. (MOTION CARRIED 8-0)

## **C. Discuss Additional Funding for See Red Run Sculpture Landscaping in R Park**

A landscaping recommendation was made for the final phase of "See Red Run" as proposed and approved by Council, which includes a provision from project funds for landscaping around the sculpture. Barberry bushes are to be planted around the foundation to discourage children from playing on the sculpture and more native plantings being placed at a later time.

Public Works Director Scharff said if they choose Arbor Masters the installation of the landscaping is \$6,327 for around the sculpture. He had also asked them for a maintenance plan. The total cost for maintenance was 3,142 and a total of \$9,196 total. He said they do have the budget resources.

CMBR Faidley said the revised total is \$9,196 and the committees are providing \$4,000 leaving a difference of \$5,196 and believes they can cap the approval at a lower amount.

CMBR Rebne asked what would be the next steps if the amounts exceeded \$5,500. Mayor Kelly said it would come back before Council or if it is within a discretionary amount a director or the City Administrator could cover that amount.

Public Works Director Scharff said that Arbor Masters has never stated whether they would weed the concrete in-house.

CMBR Madigan questioned whether they should be approving this before they have all the information.

CMBR McCormack said all of the landscaping for the project came as a big surprise to the Parks Committee. She said they are lucky they have talented people to lend their time to this effort and also Lamp Rynearson for drawing up beautiful plans. She said it has been a mess and this is why she hoped to approve up to the \$8,000 because of the unknowns.

CMBR Dickens said he would support up to \$8,000, considering they want to get it done soon and get themselves covered.

CMBR Kelly asked if they could put this off a few more weeks to get a stronger quote from Arbor Masters.

CMBR Brauer asked how soon the work could be started. Public Works Director Scharff said he was told they can start the work immediately.

CMBR Rebne said the discrepancy in the cost and the ambiguity makes him feel unsure. He does trust Public Works Director Scharff's experience and expressed his support for seeing the sculpture improvements in R Park.

CMBR Madigan said the Council has a fiduciary responsibility to watch over the monies being spent. Being on the Parks Committee he understands how this was a surprise to them. He will vote for this but in the future he wants to be on the record as saying when they do not have a complete estimate he will not vote in support of it.

CMBR Hill said this was supposed to have been planted last fall and the longer they wait the more it will cost.

CMBR Kelly spoke in support of this item but did believe they need to wait until they get a final cost.

CMBR Faidley said this could be a learning experience and they need to come up with a standard procedure within the committee and approach landscaping as a part of the installation of the art.

The Parks representative said that was a topic at their last Parks meeting and the Arts Committee is aware of this and going forward will not implement a piece of art without also allocating for the landscaping around it and will not be left for Parks.

Mayor Kelly did note that these are low-maintenance native plantings and he would like to see more of this going forward.

**MOTION:** CMBR KELLY MOVED AND CMBR MADIGAN SECONDED TO TABLE THIS ITEM TO THE NEXT MEETING. (MOTION FAILED WITH 3-5 WITH CMBRS FAIDLEY, DICKENS, HILL, MCCORMACK AND BRAUER VOTING NO.)

POLL THE COUNCIL

Faidley - N Madigan - Y Dickens - N Hill - N McCormack - N Brauer - N Kelly - Y Rebne - Y

**MOTION:** CMBR FAIDLEY MOVED AND CMBR MADIGAN SECONDED TO AMEND THE MOTION TO LIMIT THE ADDITIONAL AMOUNT TO \$5,500. (MOTION FAILED 0-8)

**MOTION:** CMBR MCCORMACK MOVED AND CMBR KELLY SECONDED TO APPROVE FUNDING OF UP TO \$8,000 FOR THE INSTALLATION AND MAINTENANCE OF LANDSCAPING AROUND THE “SEE RED RUN” SCULPTURE IN R PARK TO BE PROVIDED BY ARBOR MASTERS. (MOTION CARRIED 7-1 WITH CMBR KELLY VOTING NO.)

#### **IX. Workshop Items**

*No Workshop Items were discussed.*

#### **X. Ordinances and Resolutions**

*No Ordinances or Resolutions were presented.*

#### **XI. Reports of City Officials**

Ms. Jones-Lacy said an e-mail was sent to the Governing Body about the Comprehensive Plan survey which has also been posted on the City’s website. This is an opportunity for all residents and business people who work in Roeland Park to participate in helping to shape the Comprehensive Plan. She encouraged everyone to take the survey and disseminate it widely.

#### **XII. Adjournment**

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

(Roeland Park City Council Meeting Adjourned at 7:09 p.m.)

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Kelley Nielsen, City Clerk

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Mike Kelly, Mayor

**Item Number:** Consent Agenda- II.-C.  
**Committee** 2/3/2020  
**Meeting Date:**



**City of Roeland Park**  
Action Item Summary

**Date:** 1/13/2020  
**Submitted By:** Donnie Scharff, Director of Public Works  
**Committee/Department:** Public Works  
**Title:** **Mowing Agreement for 2020**  
**Item Type:** Agreement

**Recommendation:**

**Approve the 2020 mowing agreement with Jake's Lawn & Landscape.**

**Details:**

In 2019, staff put out an RFP for mowing services for the 2020 mowing season. In total we received 2 bids from companies. The breakdown of cost for each company to complete a mowing of all locations is as follows:

<u><b>Jake's Lawn &amp; Landscape</b></u>	<u><b>Green Outdoors Inc</b></u>
\$1,305 per mowing/trim	\$1,562 per mowing
\$2,500 per application	\$3,527 per application

PW has budgeted for contracted mowing services for the past 4 years. In all prior years, the contractor was able to complete the mowing season within budget or just slightly under.

Cost per mowing 2020 - \$1,305, assuming all 30 mowing's are needed. As it states in the agreement, the PW Director can decide to suspend a mowing or not depending on weather conditions and grass not growing due to drought, excess rainfall, etc. This will allow flexibility in the mowing schedule to keep within our budgeted amount for 2020 of \$35,658. For reference, the mowing contractor mowed 24 times in 2019. In previous years, our mowing contractor has averaged 22-24 mowing per season.

We also asked for prices to provide weed control and fertilizer applications. Those prices are reflected above. These fertilization applications will be charged to the Grounds Maintenance budget (5262.110). There are 3 weed control and fertilization applications planned per season. Pre-emergent is placed in the spring followed by a weed control in the summer. The final

application is a winterizer.

### Financial Impact

Amount of Request: \$35,658	
Budgeted Item?	Budgeted Amount: \$35,658
Line Item Code/Description: 5214.106	

### Additional Information

Jake's Lawn & landscape was the cities mowing contractor for 2019. Staff feel the service they provided was satisfactory and would recommend there services for the 2020 mowing season. Jake's Lawn & Landscape have always been very responsive to additional mowing requests and fulfilled our expectations in 2019.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

### ATTACHMENTS:

Description	Type
<input type="checkbox"/> 2020 Mowing Agreement	Cover Memo
<input type="checkbox"/> 2020 Mowing Maps	Cover Memo
<input type="checkbox"/> 2020 Mowing Bid Sheet	Cover Memo
<input type="checkbox"/> Green Outdoors Inc Bid	Cover Memo
<input type="checkbox"/> Jake's Lawn & Landscape Bid	Cover Memo

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

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Roeland Park, Kansas, "Owner" and

\_\_\_\_\_  
Hereinafter "Contractor".

WHITNESSETH:

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

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

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

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

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

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

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



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

---

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

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

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

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

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

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

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

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

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

CITY OF ROELAND PARK, OWNER

\_\_\_\_\_  
Keith Moody, City Administrator

[SEAL]

ATTEST:

\_\_\_\_\_  
Kelley Nielsen, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Steven E Mauer, City Attorney

CONTRACTOR

\_\_\_\_\_  
[Name of Contractor]

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title (SEAL)

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone No.

\_\_\_\_\_  
Facsimile No. (If available)

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

**BID TABULATION SHEET**  
**BUILDING, PARK, & TRAFFIC ISLAND LAWN MOWING**  
**2020**

- #1 **Roeland Park City Hall**  
Price per mowing and trimming \$ 25.00
- #2 **Nall Park**  
Price per mowing and trimming \$ 360.00
- #3 **Roeland Park Community Center**  
Price per mowing and trimming \$ 165.00
- #4 **North Roe Blvd**  
**Right of Way Green Space**  
Price per mowing and trimming \$ 50.00
- #5 **4800 Roe Parkway**  
**Right of Way Green Space**  
Price per mowing and trimming \$ 165.00
- #6 **Right of Way Green Space**  
Price per mowing and trimming \$ 40.00
- #7 **Right of Way Green Space**  
Price per mowing and trimming \$ 20.00
- #8 **Roe Blvd Traffic Island Median**  
Price per mowing and trimming \$ 30.00
- #9 **R Park**  
Price per mowing and trimming \$ 165.00
- #10 **Cooper Creek Park**  
Price per mowing and trimming \$ 80.00
- #11 **Carpenter Park**  
Price per mowing and trimming \$ 40.00
- #12 **Juniper Park**  
Price per mowing and trimming \$ 20.00
- #13 **Granada Park**  
Price per mowing and trimming \$ 20.00
- #14 **Sweaney Park**

Price per mowing and trimming \$ 15.00

**#15 Right of Way Greenspace**

Price per mowing and trimming \$ 15.00

**#16 Right of Way Greenspace**

Price per mowing and trimming \$ 15.00

**#17 Island A**

Price per mowing and trimming \$ 10.00

**#18 Island B**

Price per mowing and trimming \$ 10.00

**#19 Island C**

Price per mowing and trimming \$ 10.00

**#20 Island D**

Price per mowing and trimming \$ 10.00

**#21 Island E**

Price per mowing and trimming \$ 10.00

**#22 Island F**

Price per mowing and trimming \$ 10.00

**#23 Island G**

Price per mowing and trimming \$ 10.00


**#24 Island H**

Price per mowing and trimming \$ 10.00

**TOTAL BID \$** 1305.00

**Cost Per Seasonal Lawn Application**      \$ 2500.00

Sake's Lawn & Landscape LLC  
COMPANY

      Sake Coady  
OWNER/AGENT





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/14/2019

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

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

**PRODUCER**

American Family Insurance - Business Insurance  
PO Box 5316  
Binghamton, NY 13902

CONTACT NAME: American Family Insurance - Business Insurance

PHONE (A/C, No, Ext): 866-908-0626

FAX (A/C, No):

E-MAIL

ADDRESS: service@amfambusinessinsurance.com

INSURER(S) AFFORDING COVERAGE

NAIC #

**INSURED**

JAKES LAWN & LANDSCAPING LLC  
1210 SOUTH 8TH STREET  
ATCHISON KS 66002

INSURER A: Midvale Indemnity Company

27138

INSURER C:

INSURER D:

INSURER E:

INSURER F:

**COVERAGES****CERTIFICATE NUMBER: 1194250142919****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY	N	N	GLP1023962	06/13/2019	06/13/2020	EACH OCCURRENCE
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)
							\$100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$5,000
	OTHER:						PERSONAL & ADV INJURY
							\$1,000,000
							GENERAL AGGREGATE
							\$2,000,000
							PRODUCTS - COMP/OP AGG
							\$2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	ANY AUTO						
	OWNED AUTOS ONLY						BODILY INJURY (Per person)
	HIRED AUTOS ONLY						BODILY INJURY (Per accident)
							PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB						
	EXCESS LIAB						EACH OCCURRENCE
	DED						AGGREGATE
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/>						OTH-ER
	(Mandatory in NH)						E.L. EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE
							E.L. DISEASE - POLICY LIMIT
	PROFESSIONAL LIABILITY						OCCURRENCE
							AGGREGATE

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

Lawn Care Services

**CERTIFICATE HOLDER**

DEPT. OF PUBLIC WORKS CITY OF ROELAND PARK,  
KANSAS 4600 W. 51ST ST. ROELAND PARK, KS 66205

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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American Family Mutual Insurance Company, 5115 Opeyung Companies American Family Life Insurance Company, 6000 American Parkway, Madison, WI 53783



Granada St

51st St

51st St

1

N

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









Skyline Dr

Rosewood Dr

49th St

3

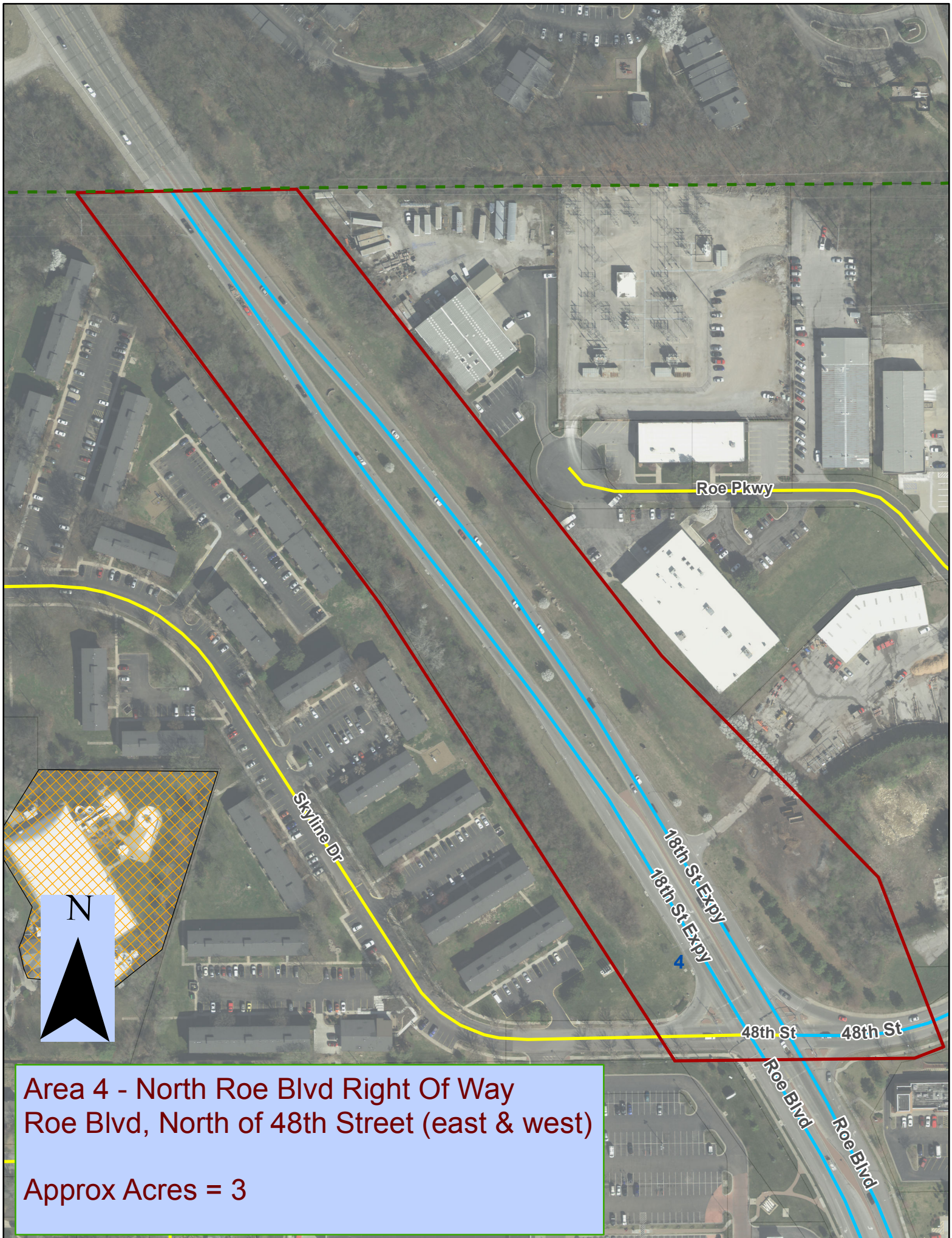
Area 3- Roeland Park Community Center  
4850 Rosewood Drive

Approx Acres = 3

CommunityCenter











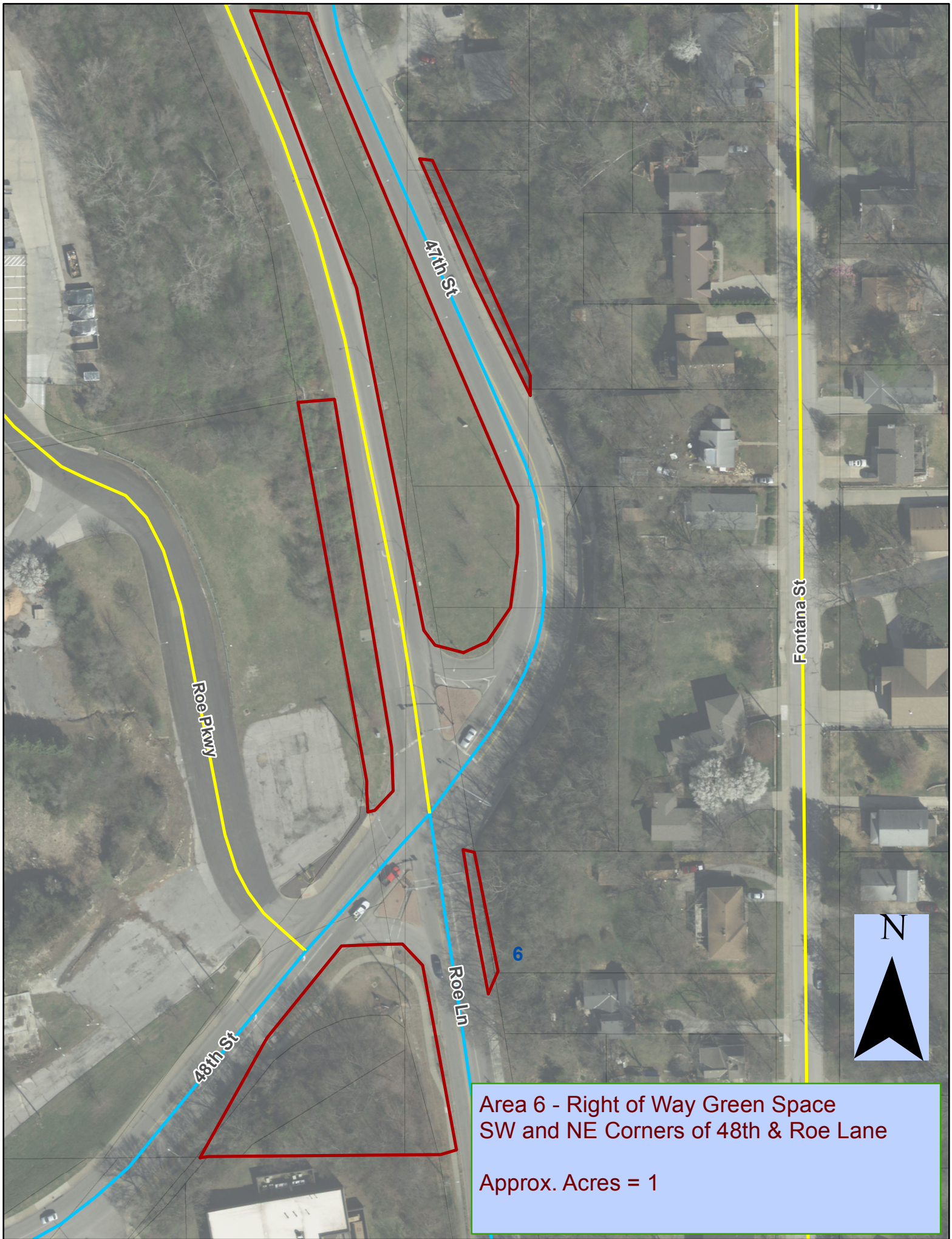
**Public Works Building**

N

**Area 5 - Public Works & City Property**  
**4800 Roe Parkway**

**Approx. Acres = 5.5 Acres**

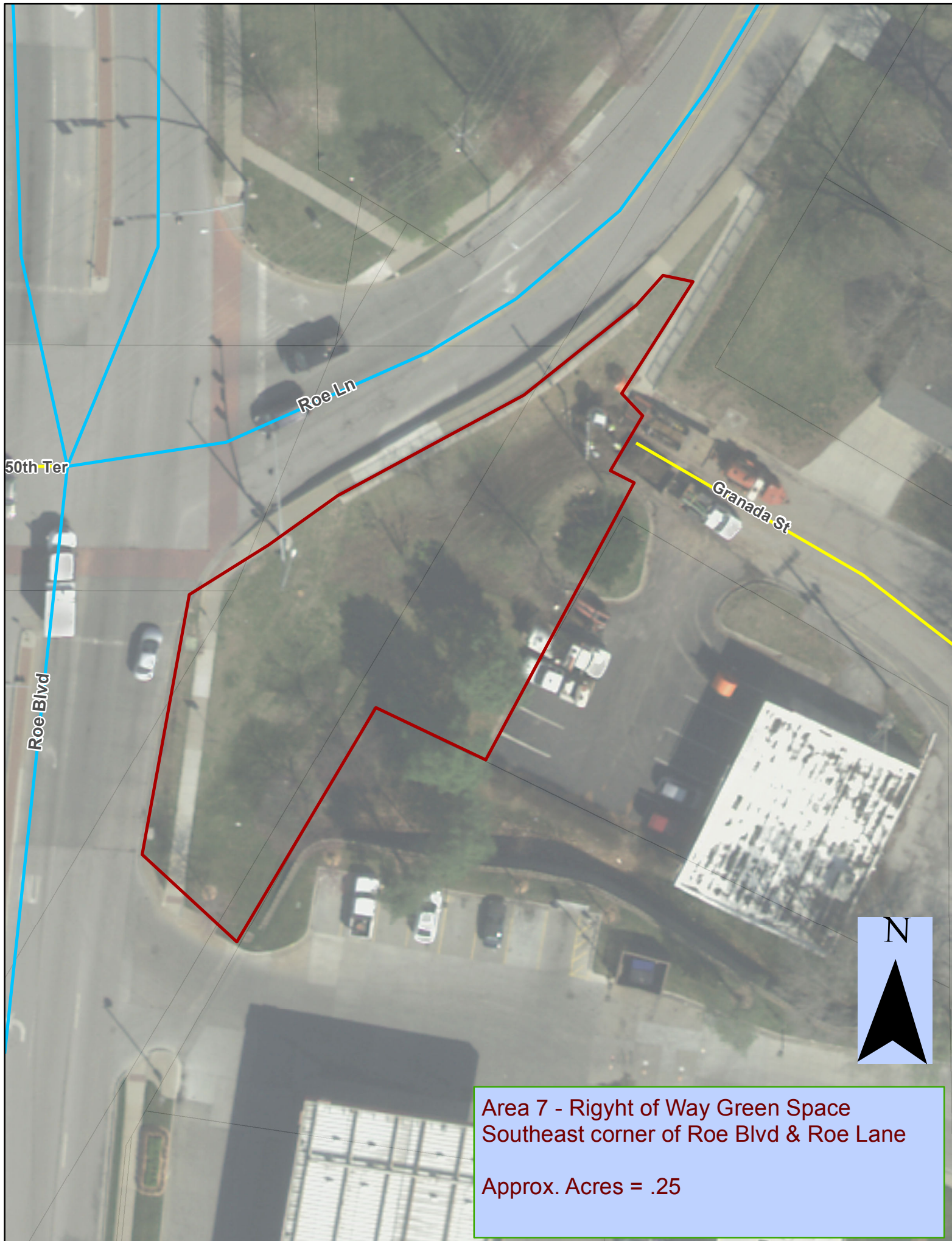




Area 6 - Right of Way Green Space  
SW and NE Corners of 48th & Roe Lane

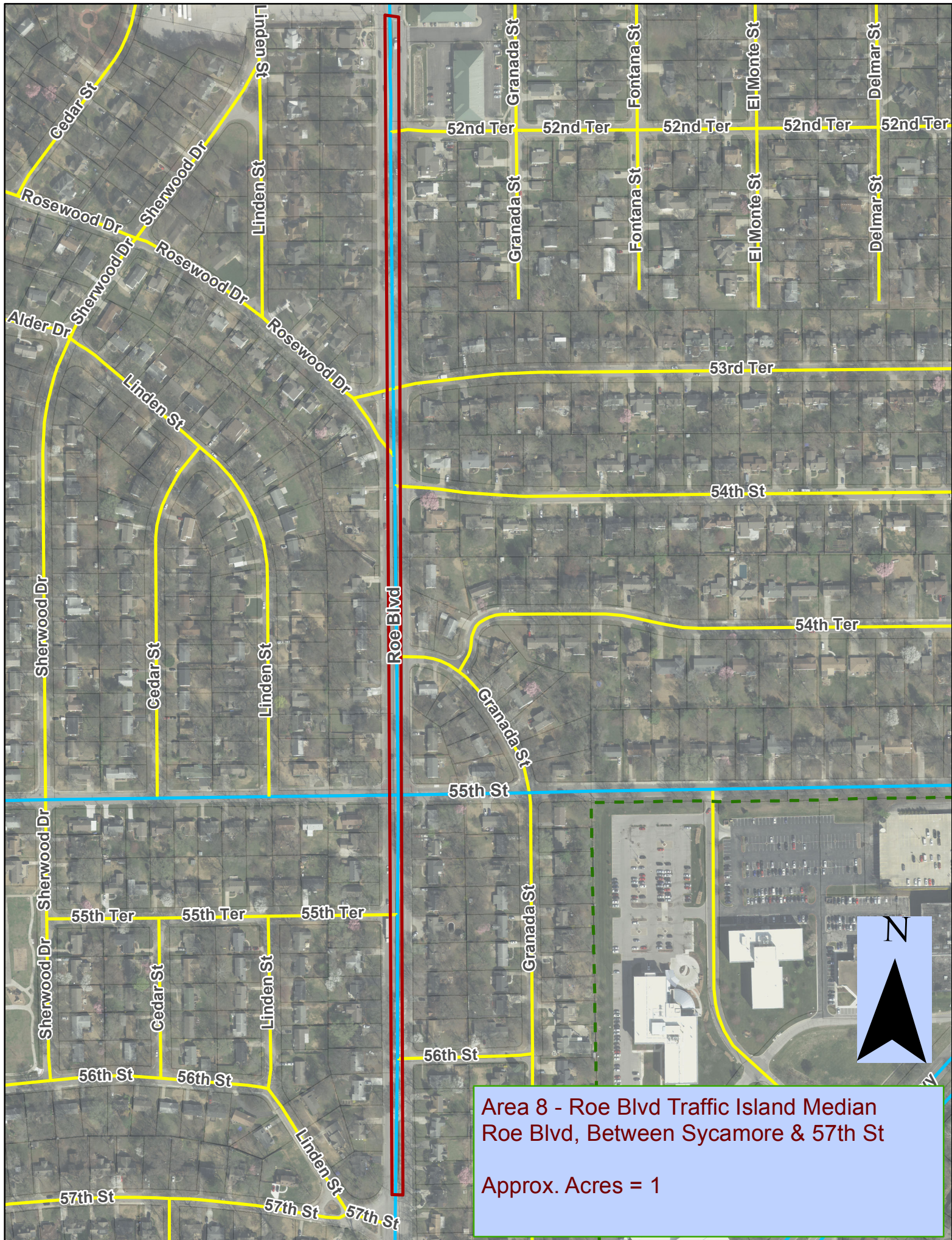
Approx. Acres = 1





Area 7 - Rigyht of Way Green Space  
Southeast corner of Roe Blvd & Roe Lane  
Approx. Acres = .25

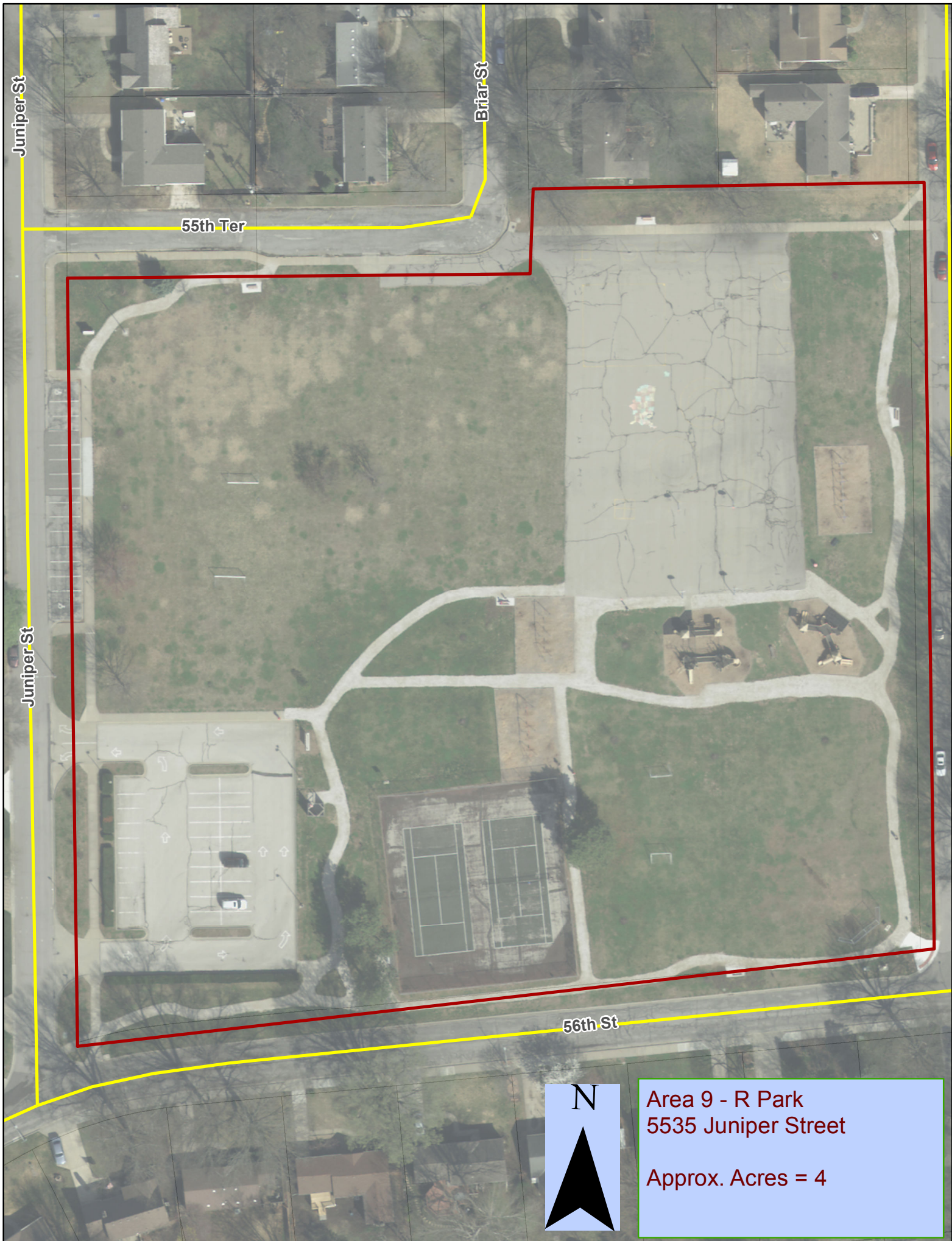




Area 8 - Roe Blvd Traffic Island Median  
Roe Blvd, Between Sycamore & 57th St

Approx. Acres = 1





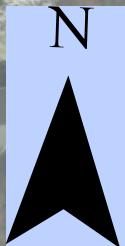
Juniper St

Briar St

55th Ter

Juniper St

56th St



Area 9 - R Park  
5535 Juniper Street

Approx. Acres = 4





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



Sycamore Dr

13

Cedar St



Area 11 - Carpenter Park  
Sycamore Dr & Cedar St

Approx. Acres = .65

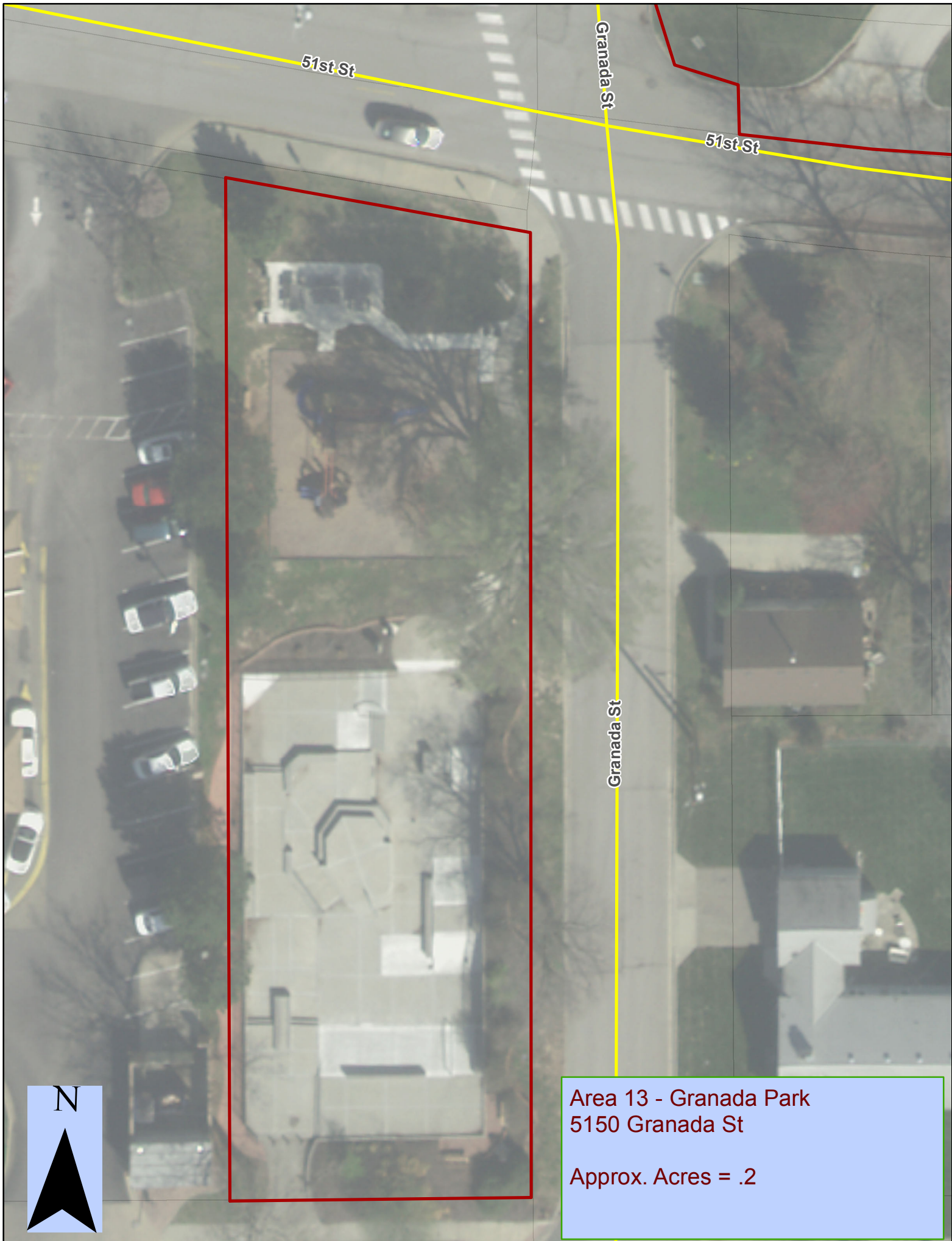




Juniper St



Area 12 - Juniper Park  
Juniper St, Between Alder & Rosewood  
Approx. Acres = .2



51st St

Granada St

51st St

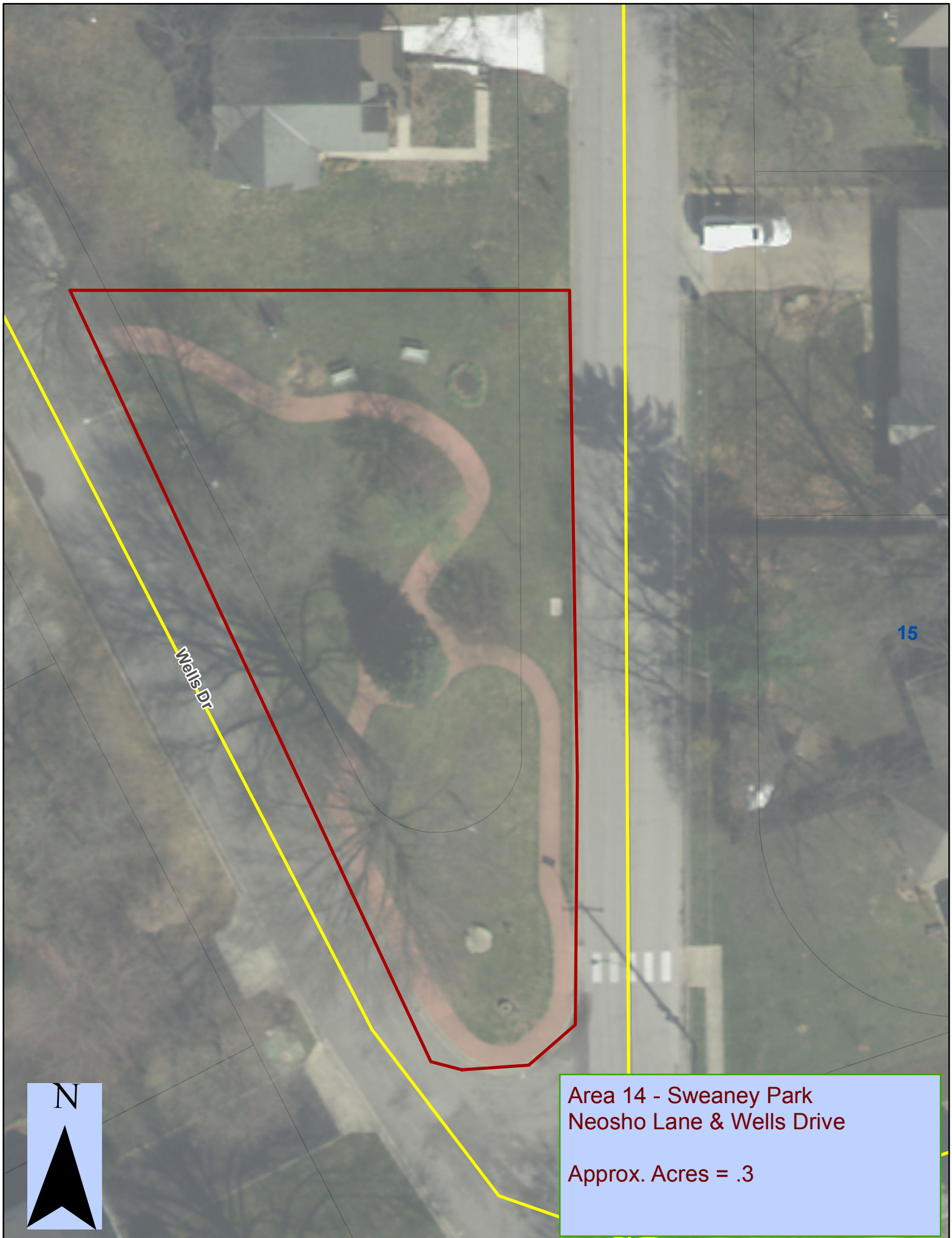
Granada St



Area 13 - Granada Park  
5150 Granada St

Approx. Acres = .2





Wells Dr

15



Area 14 - Sweaney Park  
Neosho Lane & Wells Drive  
Approx. Acres = .3



#15 Right of Way  
Greenspace 52 Pl &  
Neosho Ln  
Approx. Acres = .1 Acres





Roe Ln

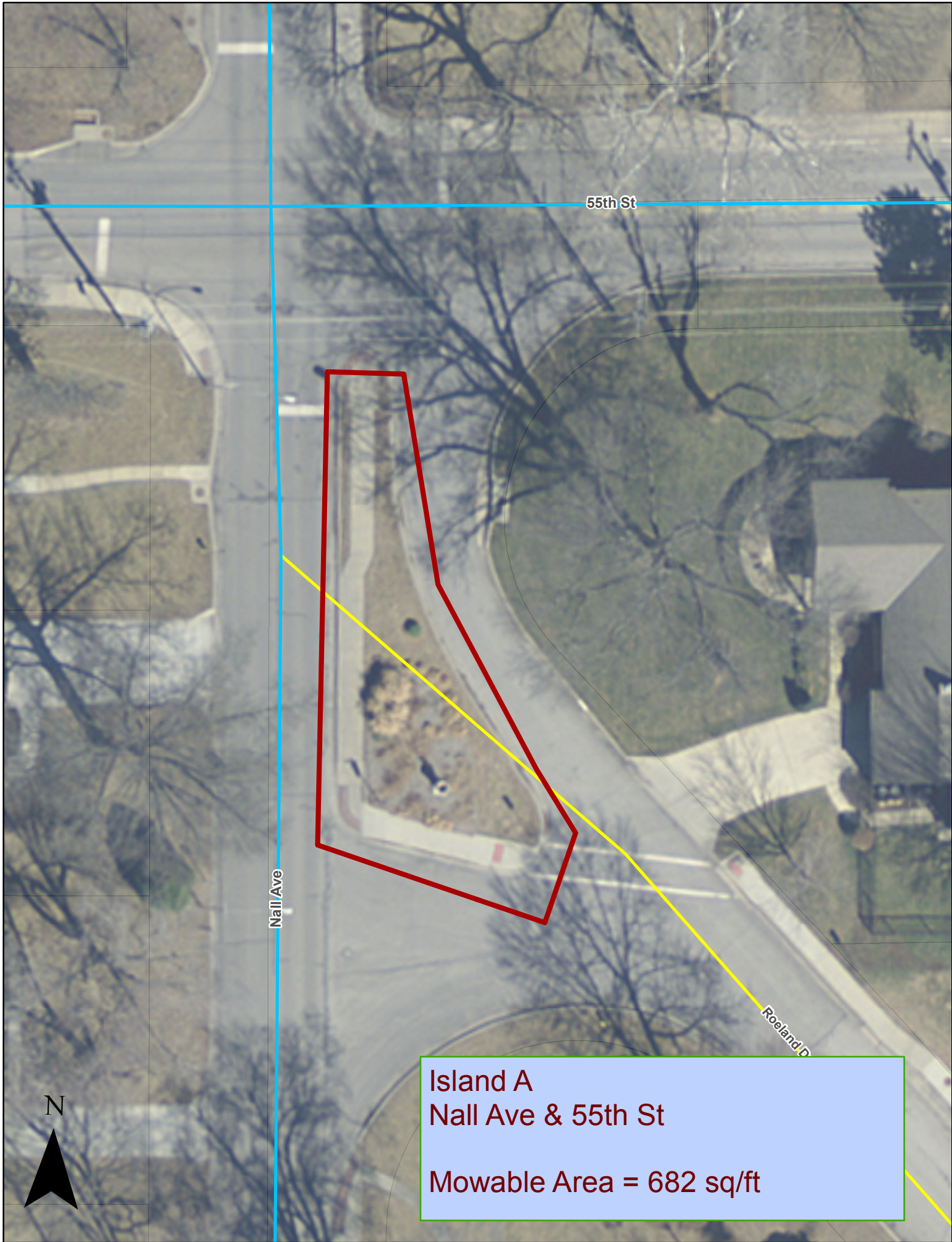
Southridge Dr

7

50th St

#16 Right of Way Greenspace  
Intersection of Southridge & Roe  
Lane  
  
Approx. Acres = .14 Acres





55th St

Nall Ave

Roeland Dr

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





Roeland Dr

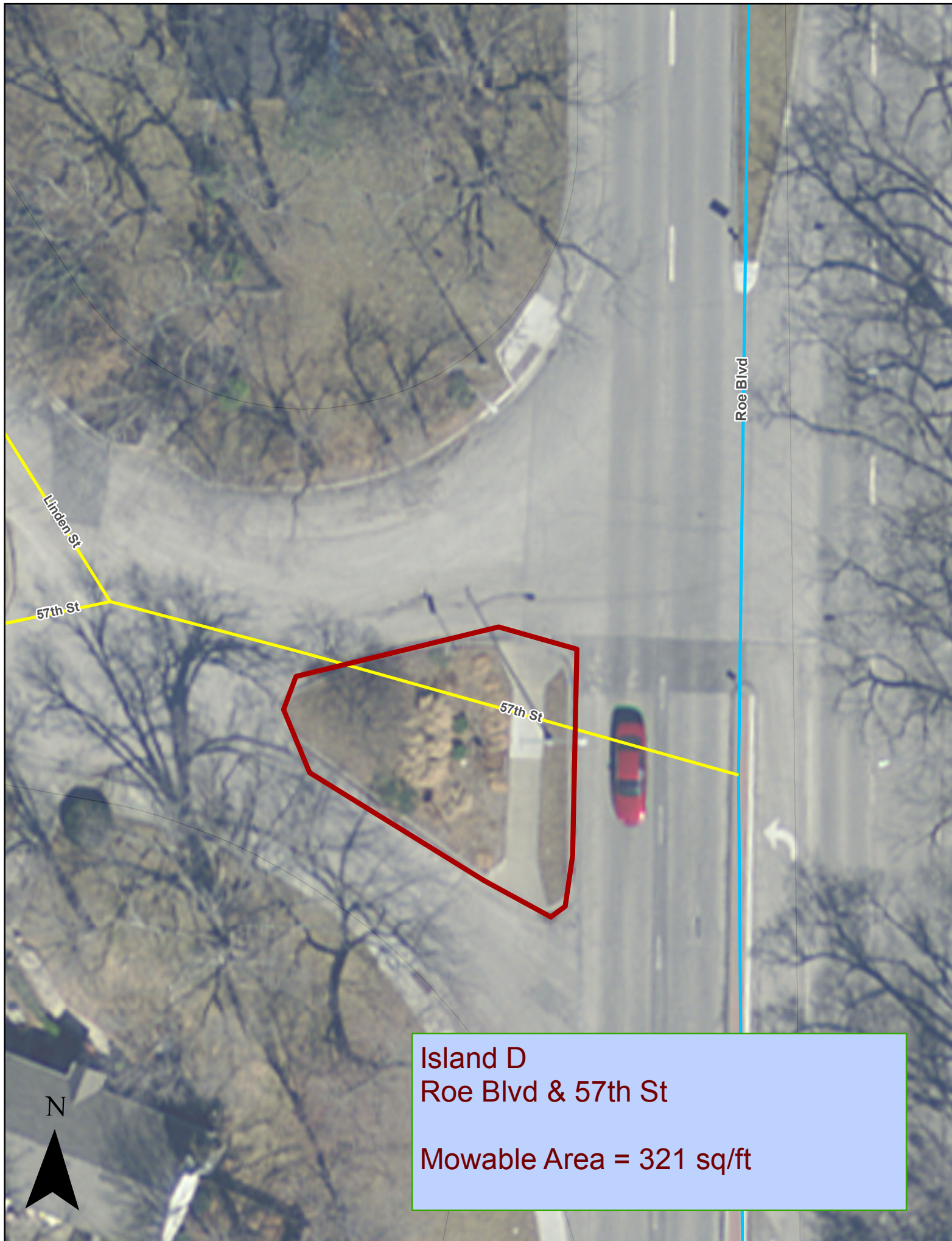
Island B  
Infront of 5517 Roeland Dr  
Mowable Area = 2,880 sq/ft





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





Roe Blvd

Linden St

57th St

57th St

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





53rd Ter

53rd Ter

Roe Blvd

Rosewood Dr

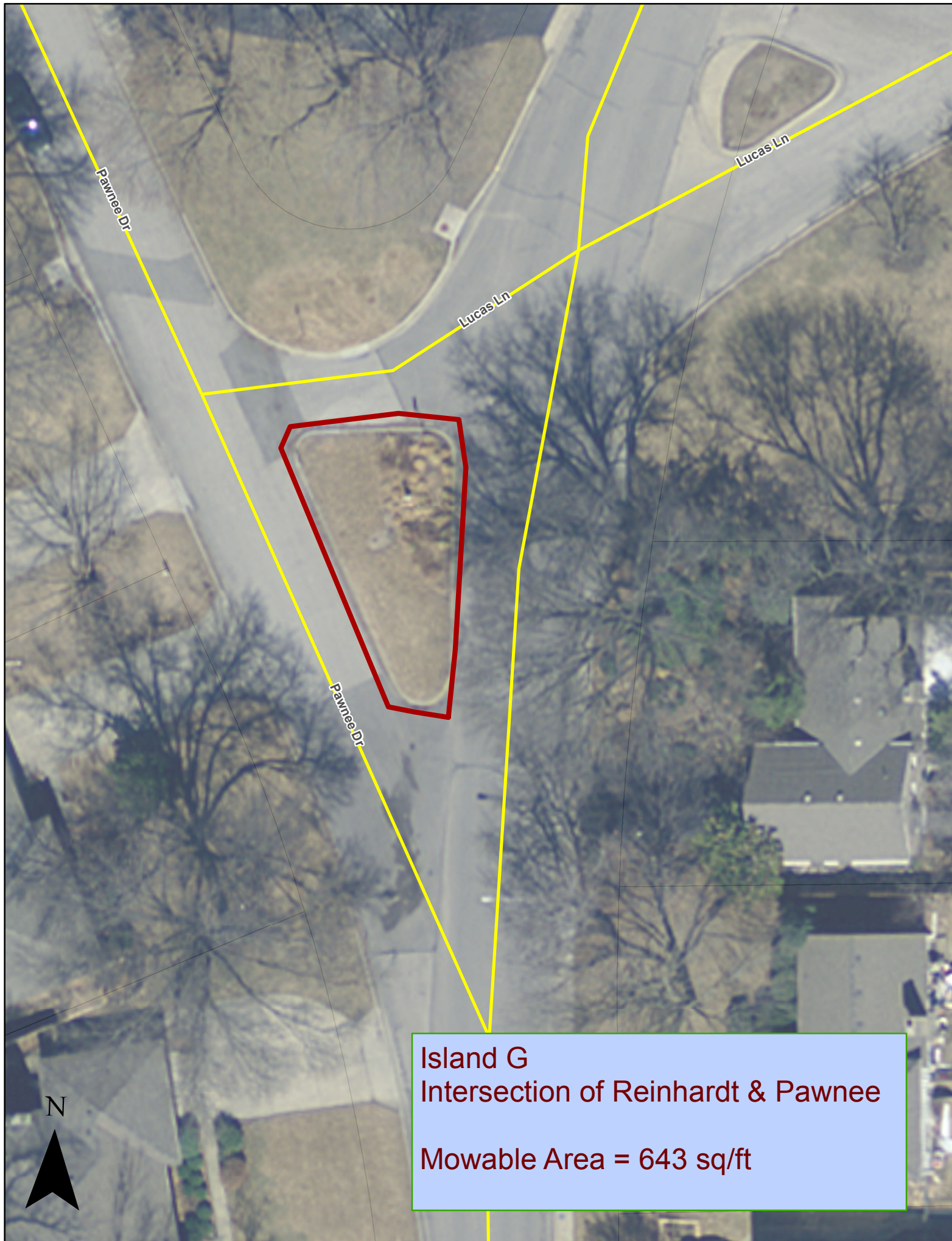
Island E  
Roe Blvd & Rosewood  
Mowable Area = 1140 sq/ft

N



Island F  
Intersection of Sherwood & Linden  
Mowable Area = 775 sq/ft





Pawnee Dr

Lucas Ln

Lucas Ln

Pawnee Dr

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

N





50th Ter

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

## 2020 Building, Park, & Traffic Lawn Mowing - Bid

Area	Jake's Lawn & Landscapze	Green Outdoors Inc	Seasonal Lawn Application(Each)	
	Mowing & Trim	Mowing & Trim	Jake's Lawn & Landscape	\$2,500
<b>1</b>	\$ 25.00	\$ 40.00		
<b>2</b>	\$ 360.00	\$ 285.00	Green Outdoors Inc	\$3,527
<b>3</b>	\$ 165.00	\$ 185.00		
<b>4</b>	\$ 50.00	\$ 150.00		
<b>5</b>	\$ 165.00	\$ 210.00		
<b>6</b>	\$ 40.00	\$ 87.00		
<b>7</b>	\$ 20.00	\$ 35.00		
<b>8</b>	\$ 30.00	\$ 85.00		
<b>9</b>	\$ 165.00	\$ 145.00		
<b>10</b>	\$ 80.00	\$ 51.00		
<b>11</b>	\$ 40.00	\$ 47.00		
<b>12</b>	\$ 20.00	\$ 25.00		
<b>13</b>	\$ 20.00	\$ 39.00		
<b>14</b>	\$ 15.00	\$ 39.00		
<b>15</b>	\$ 15.00	\$ 17.00		
<b>16</b>	\$ 15.00	\$ 32.00		
<b>Island A</b>	\$ 10.00	\$ 10.00		
<b>Island B</b>	\$ 10.00	\$ 15.00		
<b>Island C</b>	\$ 10.00	\$ 10.00		
<b>Island D</b>	\$ 10.00	\$ 10.00		
<b>Island E</b>	\$ 10.00	\$ 15.00		
<b>Island F</b>	\$ 10.00	\$ 10.00		
<b>Island G</b>	\$ 10.00	\$ 10.00		
<b>Island H</b>	\$ 10.00	\$ 10.00		
<b>Total</b>	<b>\$ 1,305.00</b>	<b>\$ 1,562.00</b>		



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

To the  
City of Roeland Park, Kansas

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

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

TIME OF COMPLETION

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

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

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

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

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

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

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

Attached hereto is a Bid Bond for the sum of TWO THOUSAND EIGHT HUNDRED SEVENTY-FIVE (\$ 2,875) Dollars, made payable to the City of Roeland Park, Kansas.

Signature of Bidder:

If an individual: \_\_\_\_\_, doing business as \_\_\_\_\_

If a Partnership: \_\_\_\_\_, by \_\_\_\_\_, member of firm

If a Corporation: \_\_\_\_\_

BY \_\_\_\_\_

TITLE \_\_\_\_\_ SEAL

Business Address of Bidder 5816 MERIAM DRIVE SUITE A MERIAM, KS 66203

If Bidder is a corporation, supply the following information:

State in which incorporated KANSAS

Name and business address of its: GREEN OUTDOORS INC

5816 MERIAM DRIVE  
MERIAM, KS 66203

President

[Signature]  
LUKE YOUNG

Secretary

[Signature]  
Bobbi Young

Date

01/08/2020

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



2020

- #1 **Roeland Park City Hall**  
Price per mowing and trimming \$ 40
- #2 **Nall Park**  
Price per mowing and trimming \$ 285
- #3 **Roeland Park Community Center**  
Price per mowing and trimming \$ 185
- #4 **North Roe Blvd  
Right of Way Green Space**  
Price per mowing and trimming \$ 150
- #5 **4800 Roe Parkway  
Right of Way Green Space**  
Price per mowing and trimming \$ 210
- #6 **Right of Way Green Space**  
Price per mowing and trimming \$ 87
- #7 **Right of Way Green Space**  
Price per mowing and trimming \$ 35
- #8 **Roe Blvd Traffic Island Median**  
Price per mowing and trimming \$ 85
- #9 **R Park**  
Price per mowing and trimming \$ 145
- #10 **Cooper Creek Park**  
Price per mowing and trimming \$ 51
- #11 **Carpenter Park**  
Price per mowing and trimming \$ 47
- #12 **Juniper Park**  
Price per mowing and trimming \$ 25
- #13 **Granada Park**  
Price per mowing and trimming \$ 39
- #14 **Sweaney Park**  
Price per mowing and trimming \$ 39
- #15 **Right of Way Greenspace**

Price per mowing and trimming \$ 17

**#16 Right of Way Greenspace**

Price per mowing and trimming \$ 32

**#17 Island A**

Price per mowing and trimming \$ 10

**#18 Island B**

Price per mowing and trimming \$ 15

**#19 Island C**

Price per mowing and trimming \$ 10

**#20 Island D**

Price per mowing and trimming \$ 10

**#21 Island E**

Price per mowing and trimming \$ 15

**#22 Island F**

Price per mowing and trimming \$ 10

**#23 Island G**

Price per mowing and trimming \$ 10

**#24 Island H**

Price per mowing and trimming \$ 10

TOTAL BID \$ ~~3527~~ 1562 x 30  
LY

Cost Per Seasonal Lawn Application \$ 3527

GREEN Outdoors Inc  
COMPANY

LUKE YOUNG  
OWNER/AGENT

INSERT OR STAPLE CERTIFICATE OF INSURANCE ON THIS PAGE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/17/2019

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

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

<b>PRODUCER</b> WILLIAMS-GAUGHAN INSURANCE AGENCY INC 4818 JOHNSON DRIVE MISSION, KS 66205 PH 913-677-5122 FAX 913-677-1876	<b>CONTACT NAME:</b> MINDY MOBERG <b>PHONE (A/C, No, Ext):</b> 913-677-5122 <b>FAX (A/C, No):</b> 913-677-1876 <b>E-MAIL ADDRESS:</b> MINDYM@WILLIAMS-GAUGHAN.COM <b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: TRAVELERS INSURER B: PROGRESSIVE INSURER C: INSURER D: INSURER E: INSURER F:
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**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	680-7F53147A	05/20/2019	05/20/2020	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		03742510-0	05/20/2019	05/20/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. <b>AUTHORIZED REPRESENTATIVE</b> 
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*Jakes lawn & landscape*

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

To the  
City of Roeland Park, Kansas

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

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

TIME OF COMPLETION

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

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

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

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

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

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

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

Attached hereto is a Bid Bond for the sum of 2400<sup>00</sup>  
(\$ \_\_\_\_\_) Dollars, made payable to the City of Roeland Park, Kansas.

Signature of Bidder:

If an individual: [Signature], doing business as Julie's Lawn & Landscaping LLC

If a Partnership: \_\_\_\_\_, by \_\_\_\_\_, member of firm

If a Corporation: \_\_\_\_\_

BY \_\_\_\_\_

TITLE Owner SEAL

Business Address of Bidder 1210 South 8th Atchison KS 66002

---

If Bidder is a corporation, supply the following information:

State in which incorporated \_\_\_\_\_

Name and business address of its: \_\_\_\_\_

President \_\_\_\_\_

Secretary \_\_\_\_\_

Date \_\_\_\_\_



**BID TABULATION SHEET**  
**BUILDING, PARK, & TRAFFIC ISLAND LAWN MOWING**  
**2020**

- #1 **Roeland Park City Hall**  
Price per mowing and trimming \$ 25<sup>00</sup>
- #2 **Nall Park**  
Price per mowing and trimming \$ 360<sup>00</sup>
- #3 **Roeland Park Community Center**  
Price per mowing and trimming \$ 165<sup>00</sup>
- #4 **North Roe Blvd**  
**Right of Way Green Space**  
Price per mowing and trimming \$ 50<sup>00</sup>
- #5 **4800 Roe Parkway**  
**Right of Way Green Space**  
Price per mowing and trimming \$ 165<sup>00</sup>
- #6 **Right of Way Green Space**  
Price per mowing and trimming \$ 40<sup>00</sup>
- #7 **Right of Way Green Space**  
Price per mowing and trimming \$ 20<sup>00</sup>
- #8 **Roe Blvd Traffic Island Median**  
Price per mowing and trimming \$ 30<sup>00</sup>
- #9 **R Park**  
Price per mowing and trimming \$ 165<sup>00</sup>
- #10 **Cooper Creek Park**  
Price per mowing and trimming \$ 80<sup>00</sup>
- #11 **Carpenter Park**  
Price per mowing and trimming \$ 40<sup>00</sup>
- #12 **Juniper Park**  
Price per mowing and trimming \$ 20<sup>00</sup>
- #13 **Granada Park**  
Price per mowing and trimming \$ 20<sup>00</sup>
- #14 **Sweaney Park**



Price per mowing and trimming \$ 15.00

**#15 Right of Way Greenspace**

Price per mowing and trimming \$ 15.00

**#16 Right of Way Greenspace**

Price per mowing and trimming \$ 15.00

**#17 Island A**

Price per mowing and trimming \$ 10.00

**#18 Island B**

Price per mowing and trimming \$ 10.00

**#19 Island C**

Price per mowing and trimming \$ 10.00

**#20 Island D**

Price per mowing and trimming \$ 10.00

**#21 Island E**

Price per mowing and trimming \$ 10.00

**#22 Island F**

Price per mowing and trimming \$ 10.00

**#23 Island G**

Price per mowing and trimming \$ 10.00


**#24 Island H**

Price per mowing and trimming \$ 10.00

**TOTAL BID \$** 1305.00

**Cost Per Seasonal Lawn Application**      \$ 2500.00

Sake's Lawn & Landscape LLC  
COMPANY

  
OWNER/AGENT      Sake Coady



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/14/2019

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

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

**PRODUCER**

American Family Insurance - Business Insurance  
PO Box 5316  
Binghamton, NY 13902

CONTACT NAME: American Family Insurance - Business Insurance  
PHONE (A/C, No, Ext): 866-908-0626 FAX (A/C, No):  
E-MAIL: service@amfambusinessinsurance.com  
ADDRESS: service@amfambusinessinsurance.com

**INSURED**

JAKES LAWN & LANDSCAPING LLC  
1210 SOUTH 8TH STREET  
ATCHISON KS 66002

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Midvale Indemnity Company	27138
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER: 1194250142919

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	GLP1023962	06/13/2019	06/13/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
	PROFESSIONAL LIABILITY						OCCURRENCE AGGREGATE

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

**CERTIFICATE HOLDER**

DEPT. OF PUBLIC WORKS CITY OF ROELAND PARK,  
KANSAS 4600 W. 51ST ST. ROELAND PARK, KS 66205

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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**Item Number:** New Business- VIII.-A.  
**Committee** 2/3/2020  
**Meeting Date:**



## **City of Roeland Park**

Action Item Summary

**Date:** 1/21/2020  
**Submitted By:** Jennifer Jones-Lacy  
**Committee/Department:** Admin  
**Title:** **Updates to the City Purchasing Policy**  
**Item Type:** Other

### **Recommendation:**

**To review the suggested changes to the purchasing policy regarding bidding, expenditure limits and the purchase of public art.**

### **Details:**

Since the meeting on January 21st, staff made updates to the purchasing policy to reflect changes requested by the Council. Namely, eliminating the requirement for sealed bids. We also included language stating we will still have sealed bids in the event it is required by state or federal law. Staff also included an ethics provision to the policy so that its made clear that its important that staff follow the policy and not drive business to a specific vendor, for example. The updates are attached.

In addition, the attached policy reduces the spending authority for directors from \$7,500 as of last proposed to \$5,000. It also requires cleaning of public art every one-two years.

City staff met with members of the Admin Committee in January to discuss possible updates to the City's purchasing policy. The changes involve three areas: 1) changing the thresholds for soliciting bids; 2) updating the expenditure limits; and 3) providing a section for the purchase of public art. The changes are detailed below and included in the attached red-lined policy and were reviewed by the Admin Committee.

1. **Bids.** When soliciting prices for a purchase, the goals is to have several submissions from various vendors to ensure a competitive bid. The current policy has the unintended consequence of limiting competition due to the onerous nature of the sealed bid process. Under the current policy, any vehicle we purchase or any piece of equipment over \$10,000 requires a sealed bid submission that complies with the requirements outlined in the

specifications. The proposed changes will eliminate the need for sealed bids. For bids between \$10,001 and \$100,000, staff will still provide for a notice in the Legal Record along with specifications on the City website. Staff will also solicit quotes from qualified vendors. We also added a new section to state that any item between \$2,501 and \$10,000 would require three informal price quotes, but not a required notice in the paper.

<b>Expenditure Threshold:</b>	<b>Current Policy</b>	<b>Proposed Change</b>
No bids required, informal price quotes	Less than \$1,000	Less than \$2,500
Informal written/electronic price quotes required	N/A	\$2,501 - \$10,000
Formal written/electronic quotes required along with specifications on website and notice in the paper	\$1,000 - \$10,000	\$10,001+*
*Updated per Council 1/21/20		

**2. Expenditure Limits.** Staff suggests increasing the spending authorities for department heads and the city administrator while we update the bid thresholds. The suggestion is to update Department heads/directors to \$5,000 and any expenditures \$7,501 - \$15,000 would require approval of the administrator. The current limit for department heads is \$2,500. The Administrator's authority is currently \$7,500 and would be increased to \$15,000 for a single item. While the expenditure authority proposed for directors is higher than that of our neighbors, it decentralizes purchases and allows for quicker purchases of goods already approved through the budget process. It will still be the practice of staff to bring new items that are unbudgeted over \$7,500 before Council for review and approval. The chart below details the spending authorities for our neighbors.

<b>City</b>	<b>Director's Authority</b>	<b>Administrator's Authority</b>	<b>Council Approval</b>
Merriam	\$5,000	\$30,000	\$30,000+
Mission Hills	N/A	\$15,000	\$15,000+
Prairie Village	\$2,500	\$10,000; \$10k-\$20k requires dept. head and Mayor approval	\$20,000+
Mission	\$1,000	\$10,000	\$10,000+
Fairway	No specific expenditure limits set. Items are approved during the annual budget and approved by Council as deemed necessary.		
Roeland Park - Current	\$2,500	\$7,500	\$7,500+
<i>Roeland Park – Proposed</i>	<i>\$5,000</i>	<i>\$15,000</i>	<i>\$15,000+</i>

**3. Public Art Purchases.** The attached policy outlines a new component of the purchasing policy that identifies a procedure for the purchase of publicly displayed artwork. It states that the City's Arts Advisory Committee would make a recommendation for the purchase and placement of public art to the City Council, who will have final decision-making authority on location and purchase of temporary and permanent art, regardless of the price. Below are the components of that policy.

#### *Public Art Purchases*



1. *Public Art is publicly accessible original art that enriches the city and evokes meaning. This policy pertains to permanent and temporary art, displayed anywhere publicly accessible, such as city right-of-ways or parks, and is purchased and/or owned by the City.*
2. *The City's Art Advisory Committee will make recommendations for the purchase and placement of public art to the City Council.*
3. *All recommended artwork shall be durable in nature and able to withstand the weather with professional maintenance to be performed every one-two years.*
4. *The art should be appropriate for the proposed location taking into consideration the opportunity for damage due to vandalism or other man-made damage as well as general safety to the public.*
5. *The Arts Advisory Committee shall make a formal recommendation to the City Council at a workshop with a final decision to be made by the City Council at a future Council meeting.*
6. *This policy applies to all publicly displayed permanent and temporary installations.*

#### Financial Impact

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

#### Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

#### ATTACHMENTS:

Description	Type
 Red-Lined purchasing policy version 2	Cover Memo

**I. SCOPE**

This purchasing policy shall apply to all Officers and employees of all departments without exception. The policy shall include: (1) a statement of procedures to be followed in making purchases of goods and services, which statement shall be consistent with the policies contained herein; (2) limitations on the authority of employees and Officers to make purchases of goods and services and (3) a statement governing all budgeted expenditures for departments. Generally, however, it is the responsibility of the Department Head, with their Council appointed Committee Chair, to manage their budgets and to keep the Chair, the City Administrator/City Clerk and, when required, the City Council informed of significant and material expenditures. The City Administrator or his/her designee shall submit a monthly listing of expenditures in aggregate to the City Council for approval. So long as the Cash Basis Law and Budget Law are complied with, the failure to comply with the policy shall not be deemed to be an illegal expenditure of public funds.

**II. PURPOSE**

To establish a uniform policy for bid solicitation, purchase order system. This policy is intended to provide a method for the most prudent and effective expenditure of City funds and for maximum protection of the taxpayer.

**III. RESPONSIBILITY**

City Administrator

**IV. POLICY****A. Purchasing**

1. A commodity or service should be obtained at the lowest cost possible consistent with the quality required to maintain efficient operations of city departments.
2. Even though the Governing Body approves a level of expenditures for any given program, that in itself is not a permit nor a directive to expend funds unless the need exists at the time of purchase and the item to be purchased is within the budget limits. Purchases will not be made only because funds are available.
3. No employee of any department shall make any purchase of an unbudgeted item without prior notice and approval from the Department Head who will in turn work with the City Administrator. The City Administrator will work with the Governing Body if the spending limit exceeds limits set per this policy. The Department Head will inform and receive consent in advance from the Governing Body for unbudgeted expenses when funds cannot be used from other approved sources within the department's approved annual budget. In general, even if an expense is considered unbudgeted, but necessary for the



fulfillment of a City program or project need, the unbudgeted item must be consistent with the established programs and projects approved by the City Council and established either by ordinance, policy or the annual budget and Capital Improvement Plan.

- B. Sustainable/Green Purchasing** – Purchases will be made in accordance with the City's Green Purchasing Policy (as adopted).

**C. Local Preference Purchasing**

Whenever possible the City of Roeland Park will make purchases of goods and services within the city limits. If the product can be found cheaper outside of city limits, the Roeland Park based business will be given the opportunity to match or beat those expenses. Exceptions to this policy can be considered if the product or service does not meet one of the following conditions:

- a.) The product is not available within the city limits
- b.) Buying locally increases the costs by more than a 2.5 percent cost variation.

- D. Bids or informal price quotes from a minimum of three (3) vendors will be taken for any single item purchased for the following amounts and by the following method:**

1. *Open Market Purchases:* No bids will be required for any single item costing less than ~~\$12,050~~\$500. All departments are encouraged to solicit three (3) informal written price quotes.

1-2. *Competitive Informal Quotes:* Three informal written or electronic price quotes will be required for any single item costing between \$2,501 and \$10,000.

2-3. *Competitive Formal Quotes:* ~~Informal~~ Formal written or electronic price quotes will be required for any single item costing ~~\$10,001~~\$1,000 or more, ~~but less than \$10,000~~. The City will post notice of the opportunity for quotes along with specifications on the City's website in addition to soliciting quotes from known qualified vendors and/or service providers and firms that have registered with the City to receive notifications for quotes.

3-4. *For any single item costing \$10,000 or more, bids must be solicited by a notice in the paper and sealed bids will be received and opened by the City Clerk. The Council may choose to employ variants of the above purchasing options if an opportunity for greater competition exists, the item being purchased is highly specialized, or unique circumstances or changes in the marketplace would justify a variation. Sealed bids will not be required unless specifically mandated by Federal or State law; such as may be the case when receiving grants. The bid process followed shall comply with applicable state or federal law.*

**E. Exceptions:**

1. The goods or services are available from only one vendor; or
2. It is advantageous to purchase through the purchasing contracts of other governmental agencies.
3. Professional services are being obtained pursuant to qualification-based selection.

**F. Expenditure limitations will be set as follows:**

1. Directors/Department Heads shall have the authority to spend up to ~~\$2,500~~\$5,000 on a single item. ~~\$2,501~~\$5,001 - ~~\$15,000~~\$7,500 will require approval by the City Administrator.

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City of Roeland Park - -Purchasing Policy

Effective 3/17/2015

2. City Administrator shall have the authority to spend up to ~~\$7,500~~\$15,000 on a single item.
  3. Council approval shall be required for purchases beyond ~~\$7,500~~\$15,001 for a single item unless the item is preapproved during the Budget process and the amount of the item falls within the parameters of the established budget.
- G. Expenditures Not Requiring special approval by the City Administrator or Council are:**
1. Expenditures of less than ~~\$72,500~~ not outlined in item F of this policy.
  2. Monthly or regular expenditures for contractual agreements such as, but not limited to, the following:
    - a.) Lease agreement payments
    - b.) Utility payments
    - c.) Debt service payments
    - d.) Motor Fuel
    - e.) Payroll liability payments
  3. Blanket purchase authority may be used for those merchants from whom many repetitive purchases are made, as supplies are required. Blanket purchase authority may be used for items such as, but not limited to, the following: Office Supplies, Salt, Asphalt, Auto Parts, Tires, Tree Service, and Printing. If there is more than one accessible supplier, the bids will be taken and awarded to the best bidder. Bids may be taken on a yearly basis.
  4. Emergency Purchases – An emergency shall be defined as situations when the department's operations would be severely hampered if the purchase were not made immediately. In these instances, the purchase authority policy may be bypassed and the purchasing department will furnish a requisition as soon as possible. In these instances the City Administrator shall have the authority to approve purchases in excess of ~~\$7,515,000~~. "EMERGENCY" should be boldly written across the purchase requisition. The purchase authority process should only be bypassed in extreme emergencies with department head approval.
- H. Tax Exempt Status**
- The City is tax exempt as a political subdivision under Section 4221(b) of the IRS Code and K.S.A. 79-3606. Under Missouri Statute, the City's exempt status is valid only when items purchased from Missouri vendors are delivered within the State of Kansas.
- I. Declaration of Surplus Property**
1. Department Heads shall notify the City Clerk in writing when there is equipment or supplies that are no longer of value to the department.
  2. Surplus property may be disposed through online or live auction or online sales sites. Sale of property will go to the highest legitimate offer.
  3. Department heads shall notify the Administrative office of the disposition of all items in order that fixed asset records may be maintained.
  4. The disposal of real-property must be authorized by the Governing Body.

**J. Public Art Purchases**

1. Public Art is publicly accessible original art that enriches the city and evokes meaning. This policy pertains to permanent and temporary art, displayed anywhere publicly accessible, such as city rights-of-way or parks, and is purchased and/or owned by the City.



2. The City's Art Advisory Committee will make recommendations for the purchase and placement of public art to the City Council.
3. All recommended artwork shall be durable in nature and able to withstand the weather with professional maintenance to be performed every one-two years.
4. The art should be appropriate for the proposed location taking into consideration the opportunity for damage due to vandalism or other man-made damage as well as general safety to the public.
5. The Arts Advisory Committee shall make a formal recommendation to the City Council at a workshop with a final decision to be made by the City Council at a future Council meeting.
6. This policy applies to all publicly displayed permanent and temporary installations.

#### **V.K. PROCEDURES**

- A-1.** Department heads shall maintain a list of qualified vendors for the purchase of routine or on-call services. A vendor may be deleted for late delivery, failure to meet specifications and failure to provide the necessary maintenance or service. The above will be noted and placed in the vendor file.
- B-2.** In no case shall vendors or bidders for goods and services purchased by the City have any direct familial, business or other monetary relationship to anyone serving as a Department Head or as a member of the City Council unless proper notification is made to the City Council in advance of the purchase and approval is given by the City Council to make an exception to this guideline.
- C-3.** The City Governing Body and/or the City Administrator has the right to refuse all or any part of the bid when it is felt it is in the best interest of the City.
- D-4.** The City Administrator may approve a single change order on Capital Improvements projects up to 10 percent of the contract value up to a maximum of \$20,000 to account for elements that were unknown at the time a work package was assembled.
- E-5.** An original invoice showing place, amount and date of purchase must accompany each purchase. All individual expenditures from the Department will be marked with the Department budget line item and initialed by the Department Head and/or City Administrator prior to submission for payment with the requisite documentation of the purchase.
- F-6.** Quotes will be furnished when repairs involve an insurance loss or claim
- G-7.** Petty cash fund may be used for the reimbursable purchase of miscellaneous small items of supplies or equipment, meals, and mileage, under control and supervision of the appropriate Department Head. Anyone being reimbursed for expenses with petty cash must furnish a receipt in order to be reimbursed. All reimbursements must be signed off by the designated petty cash custodian.
- H-8.** Certain goods or services are required on an "as needed" basis to enable departments to maintain their level of service. The invoice of service products purchased will be turned in to the Administrative Office within 24 hours. Examples are: sand and salt, asphalt, gravel, emergency needs, automobile parts and repairs.
- I-9.** The purchase of real property must be authorized by the Governing Body.
- J-10.** Any deviation of this purchasing policy shall be first approved by the City Administrator for items less than \$7,500.
- K-** The City Council at their discretion and for good cause shown can waive the

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**L. Ethics Provision**

1. All City employees authorized to conduct purchasing activities on behalf of the City shall adhere to the highest degree of ethical standards, including the avoidance of nepotism. When engaged in the Competitive Informal or Competitive Formal Quote processes, no employee shall engage in or permit any illegal or improper purchasing practice, including, but not limited to, sharing price quote amounts with other vendors to gain either a better price or to award the contract to a specific vendor. Further, any employee having knowledge of any questionable practice shall immediately report this knowledge to their respective Department Head, the City Administrator, or where appropriate, to the Mayor. Engaging in or permitting unethical or illegal conduct constitutes grounds for disciplinary action in accordance with the City's disciplinary policies.
2. It shall not be a violation of the ethics provision to deploy cost savings efforts or value engineering prior to the award of a contract or the final selection of a vendor.

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**Item Number:** New Business- VIII.-B.  
**Committee** 2/3/2020  
**Meeting Date:**



## **City of Roeland Park**

Action Item Summary

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**Date:** 1/14/2020  
**Submitted By:** Donnie Scharff, Director of Public Works  
**Committee/Department:** Public Works  
**Title:** 2020 Street Maintenance- Engineering Task Order  
**Item Type:** Other

### **Recommendation:**

**To discuss the engineering services task order for preparing the 2020 Street Maintenance bid specifications.**

### **Details:**

In 2019, staff performed the annual in-house street maintenance for 14 street sections for the 2020 surface treatments for UBAS and chipseal. Staff worked with the city engineer to select which treatments would best fit each application, see attached map.

We have budgeted \$370,000 annually for in-house street maintenance and surface treatments. Staff typically spend roughly \$80,000 or less on the in-house portion of the street maintenance program. This allows for \$290,000 to be spent on contracted surface treatments. Please see the cost breakdown for each treatment:

- **UBAS - \$193,281.15 (includes 5% contingency/CA/CO**
- **Chipseal - \$117,705.65 (includes 5% contingency/CA/CO**

**Total - \$310,986.80**

This would currently put our surface treatment program over budget by \$20,986.80. The 5% contingency equates to \$13,674.73, which is built in for price increases. The city engineer tends to shoot a little high on the cost estimates. If the bids come in over \$290,000, staff will either reduce the amount of in-house work completed or recommended a removing a section of street from the contracted work. This recommendation will be presented to the Council at the time they take action to award the contract for surface treatment.

## Financial Impact

Amount of Request:	
Budgeted Item?	Budgeted Amount: \$290,000
Line Item Code/Description: 5421.300 & 5421.106	

## Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

### ATTACHMENTS:

Description	Type
<input type="checkbox"/> 2020 Street Maintenance Task Order	Cover Memo
<input type="checkbox"/> 2020 UBAS/Chipseal MAP with cost	Cover Memo
<input type="checkbox"/> 2020 Street Maintenance Engineer Memo	Cover Memo



## City of Roeland Park – 2020 Street Maintenance

Contract: 2020 Street Maintenance

Ordinance or Resolution:

Task Agreement No: 20-1

Funding Amount: \$23,818

Purchase Order No:

Project Title: 2020 Street Maintenance

Contractor/Consultant:  
Larkin Lamp Rynearson  
9001 State Line Road, Suite 200  
Kansas City, MO 64114

Division Manager:  
Civil Design Group  
Daniel G. Miller, P.E. – Civil Design Group Leader

Project Management Manual reviewed:

Attachments (Gantt Chart, etc.): None

PROJECT Scope (can be in the form of an attachment):

1. Chip Seal Street Maintenance Project: Contract Documents, Bidding, Construction Administration and Observation Fees. Services will be provided for an hourly rate not to exceed \$11,909, including direct expenses. See attachment.
2. UBAS Street Maintenance Project: Contract Documents, Bidding, Construction Administration and Observation Fees. Services will be provided for an hourly rate not to exceed \$11,909, including direct expenses. See attachment.

### Staff Signatures

**Mayor:**

Mike Kelly

**City Administrator:**

Keith Moody

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### Partner Signatures

**Division Manager:**

Daniel G. Miller, P.E.

**Company Principal (if different):**

Tony O'Malley, P.E.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Project Type: Design ☒ Construction ☒ Property Acquisition \_\_\_\_\_ Conceptual/Problem Solving \_\_\_\_\_ Surveying \_\_\_\_\_

Project Discipline(s): Transportation ☒ Planning \_\_\_\_\_ Water \_\_\_\_\_ Wastewater \_\_\_\_\_ Stormwater \_\_\_\_\_

Report(s) Received:

Work on File:

This Task Agreement is subject to all the provisions included in the On-Call Professional Services Agreement, Public Works Department, Engineering Division by and between the City and Lamp Rynearson (Professional), **dated 1/1/2017.**

Attach scope of work, budget, and other supporting material



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CIVIL DESIGN GROUP FEE ESTIMATE

PROJECT TITLE 2020 Street Maintenance  
LOCATION Roeland Park  
DATE 12/23/2019

PROJECT #  
BY Greg Van Patten

Classification:	Civil Design	Sr. Project	Senior	Project	Construction	Admin		
	Group Leader	Manager IV	Project Engineer	Designer IV	Observer	Asst.		
Associate:	Miller	McGhee	Van Patten	McMurry	Powers	Gehrs	Subtotal of	Subtotal of Fee
Hourly Rate:	\$220.00	\$180.00	\$116.00	\$100.00	\$97.00	\$80.00	Hrs per Item	per Item

2020 Chip Seal Street Maintenance Project								
Contract Documents								
Project Extent Exhibit, Quantities		1	3				4	\$528.00
Project Manual	1	1	2			6	10	\$1,112.00
Specifications	1	1	2			4	8	\$952.00
Cost Estimate		1	2				3	\$412.00
Bidding		1	2			2	5	\$572.00
Bid Evaluation and Recommendation	1	1	2				4	\$632.00
Contract Documents for Execution		1				2	3	\$340.00
Subtotal of Hours per Associate	3	7	13	0	0	14	37	
Subtotal of Fee per Associate	\$660.00	\$1,260.00	\$1,508.00	\$0.00	\$0.00	\$1,120.00		
						Labor Fee		\$4,548.00
						Reimbursables	5%	\$227.40
						Contingency	5%	\$227.40
Subtotal of Engineering Services								\$5,002.80
Construction Administration								
Attend/ Prep Preconstruction Meeting	2	2			2		6	\$994.00
Shop Drawing Review/ Submittals	1		3				4	\$568.00
Field Visits			4				4	\$464.00
Construction Issues /Pay Estimate	1		3				4	\$568.00
Subtotal of Hours per Associate	4	2	10	0	2	0	18	
Subtotal of Fee per Associate	\$880.00	\$360.00	\$1,160.00	\$0.00	\$194.00	\$0.00		
						Labor Fee		\$2,594.00
						Reimbursables	5%	\$129.70
						Contingency	5%	\$129.70
Subtotal of Engineering Services								\$2,853.40

Construction Observation								
Construction Observation								\$0.00
Part Time, 20 Hours / Week / 10 Day Construction					40		40	\$3,880.00
Subtotal of Hours per Associate	0	0	0	0	40	0	40	
Subtotal of Fee per Associate	\$0.00	\$0.00	\$0.00	\$0.00	\$3,880.00	\$0.00		
						Labor Fee		\$3,880.00
						Reimbursables	0.575/mi	\$172.50
						Contingency	0%	\$0.00
Subtotal of Construction Administration								\$4,052.50

PROJECT TITLE 2020 Street Maintenance  
LOCATION Roeland Park  
DATE 12/23/2019

PROJECT #  
BY Greg Van Patten

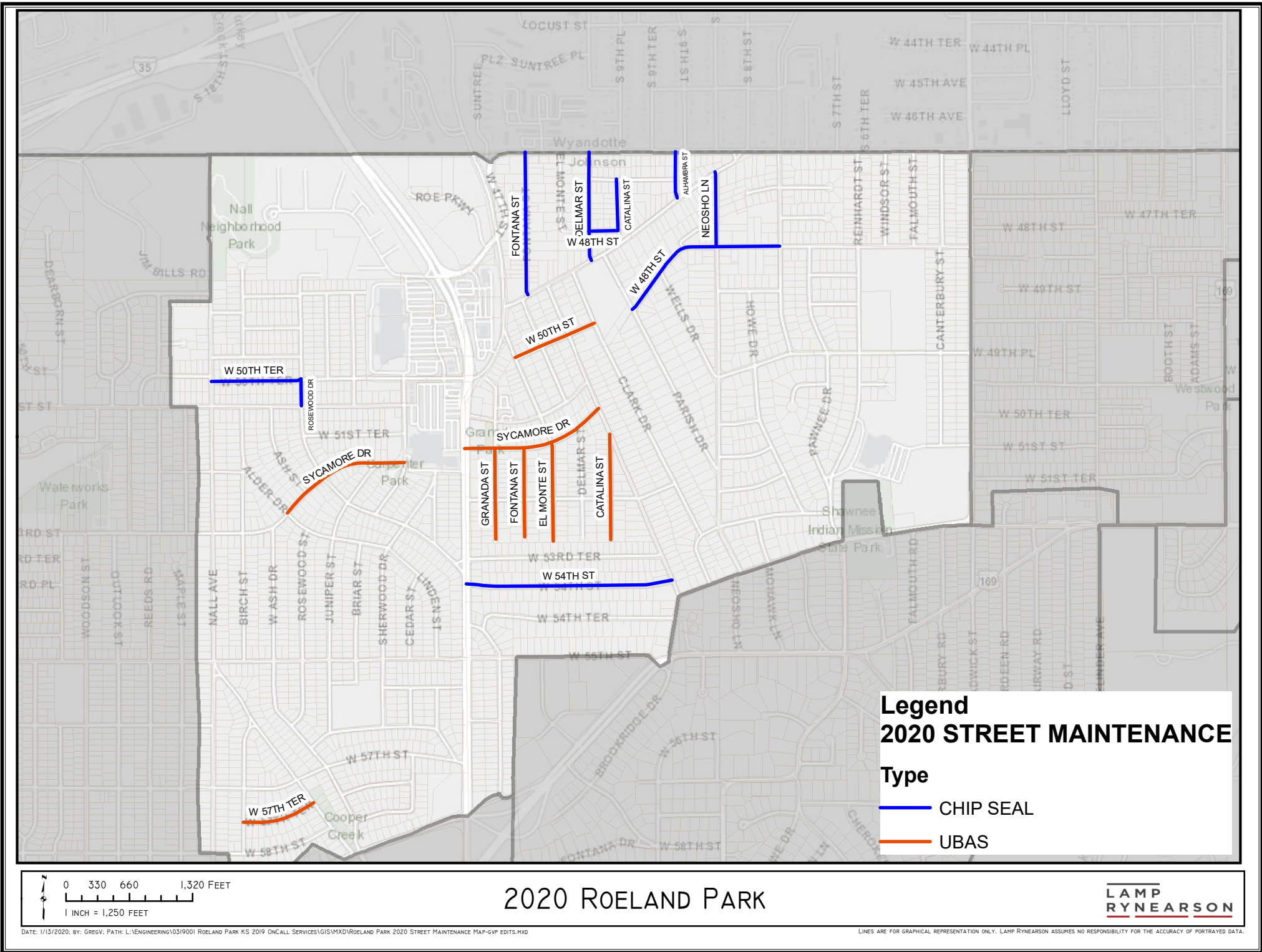
Classification:	Civil Design	Sr. Project	Senior	Project	Construction	Admin		
	Group Leader	Manager IV	Project Engineer	Designer IV	Observer	Asst.		
Associate:	Miller	McGhee	Van Patten	McMurry	Powers	Gehrs	Subtotal of	Subtotal of Fee
Hourly Rate:	\$220.00	\$180.00	\$116.00	\$100.00	\$97.00	\$80.00	Hrs per Item	per Item

2020 UBAS Street Maintenance Project								
Contract Documents								
Project Extent Exhibit, Quantities		1	3				4	\$528.00
Project Manual	1	1	2			6	10	\$1,112.00
Specifications	1	1	2			4	8	\$952.00
Cost Estimate		1	2				3	\$412.00
Bidding		1	2			2	5	\$572.00
Bid Evaluation and Recommendation	1	1	2				4	\$632.00
Contract Documents for Execution		1				2	3	\$340.00
Subtotal of Hours per Associate	3	7	13	0	0	14	37	
Subtotal of Fee per Associate	\$660.00	\$1,260.00	\$1,508.00	\$0.00	\$0.00	\$1,120.00		
						Labor Fee		\$4,548.00
						Reimbursables	5%	\$227.40
						Contingency	5%	\$227.40
Subtotal of Engineering Services								\$5,002.80
Construction Administration								
Attend/ Prep Preconstruction Meeting	2	2			2		6	\$994.00
Shop Drawing Review/ Submittals	1		3				4	\$568.00
Field Visits			4				4	\$464.00
Construction Issues /Pay Estimate	1		3				4	\$568.00
Subtotal of Hours per Associate	4	2	10	0	2	0	18	
Subtotal of Fee per Associate	\$880.00	\$360.00	\$1,160.00	\$0.00	\$194.00	\$0.00		
						Labor Fee		\$2,594.00
						Reimbursables	5%	\$129.70
						Contingency	5%	\$129.70
Subtotal of Engineering Services								\$2,853.40

Construction Observation								
Construction Observation								\$0.00
Part Time, 20 Hours / Week / 10 Day Construction					40		40	\$3,880.00
Subtotal of Hours per Associate	0	0	0	0	40	0	40	
Subtotal of Fee per Associate	\$0.00	\$0.00	\$0.00	\$0.00	\$3,880.00	\$0.00		
						Labor Fee		\$3,880.00
						Reimbursables	0.575/mi	\$172.50
						Contingency	0%	\$0.00
Subtotal of Construction Administration								\$4,052.50

Project Fee Summary								
2020 Chip Seal Street Maintenance Project								
Contract Documents, Bidding, Construction Administration and Observation Fees								\$11,908.70
2020 UBAS Street Maintenance Project								
Contract Documents, Bidding, Construction Administration and Observation Fees								\$11,908.70
PROJECT TOTAL								\$23,817.40







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1/10/2020

PROJECT COST ESTIMATE					
2020 UBAS STREET MAINTENANCE					
ROELAND PARK, KANSAS					
Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
1	Mobilization	LS	1	\$ 5,000.00	\$ 5,000.00
2	Macrotexture	SY	18261	\$ 2.00	\$ 36,521.33
3	UBAS, Residential	SY	18261	\$ 6.50	\$ 118,694.33
4	Restore Pavement Markings (White) (24") (Stop Bar) (Thermoplastic)	LF	72	\$ 15.00	\$ 1,080.00
5	Restore Pavement Markings (White) (24") (Piano Keys) (Thermoplastic)	LF	222	\$ 20.00	\$ 4,440.00
6	Traffic Control	LS	1	\$ 2,000.00	\$ 2,000.00
7	Force Account	Set	1	\$ 5,000.00	\$ 5,000.00

Subtotal \$ 172,735.67

Contingency (5%) \$ 8,636.78

Construction Cost \$ 181,372.45

Engineering \$ 5,002.80

Construction Administration/Observation \$ 6,905.90

Total Construction Cost \$ 193,281.15

1/10/2020

<b>PROJECT COST ESTIMATE</b>					
<b>2020 CHIP SEAL STREET MAINTENANCE</b>					
<b>ROELAND PARK, KANSAS</b>					
Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
1	Mobilization	LS	1	\$ 5,000.00	\$ 5,000.00
2	Chip Seal	SY	28136	\$ 3.00	\$ 84,409.00
3	Traffic Control	LS	1	\$ 3,500.00	\$ 3,500.00
4	Restore Pavement Markings (White) (24") (Stop Bar) (Thermoplastic)	LF	10	\$ 25.00	\$ 250.00
5	Restore Pavement Markings (White) (24") (Piano Keys) (Thermoplastic)	LF	120	\$ 20.00	\$ 2,400.00
6	Restore Pavement Markings (White) (4") (Thermoplastic)	LF	40	\$ 5.00	\$ 200.00
7	Force Account	SET	1	\$ 5,000.00	\$ 5,000.00

Subtotal \$ 100,759.00

Contingency (5%) \$ 5,037.95

Construction Cost \$ 105,796.95

Engineering \$ 5,002.80

Construction Administration/Observation \$ 6,905.90

Total Construction Cost \$ 117,705.65



**2020 Street Maintenance Budget**

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Total	\$ 370,000.00
In House	\$ 80,000.00
Eng Design Fee/Observation	\$ 23,817.40

**UBAS and Chip Seal Budget** **\$266,183**

Proposed UBAS	\$ 181,372.45
Proposed Chip Seal	\$ 105,796.95
	-\$20,986.80

January 29, 2020

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LampRynearson.com

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

RE: 2020 STREET MAINTENANCE  
PROJECT SCOPE AND COSTS

Mr. Scharff:

Lamp Rynearson completed a preliminary project cost estimate for both the UBAS street maintenance contract and the Chip Seal street maintenance contract. Our current construction cost estimate is approximately \$21k over the budget. We intentionally select streets for maintenance more than the budget for reasons including:

- Our cost estimates are conservative so that we expect to be able to include all the streets in the program each year based on actual bids.
- We want to ensure that the City's in-house forces perform all necessary crack seal and base repairs during the prior year. It is relatively easy to drop a street from the program contracts if the bids are higher than estimated, but it is not as easy to add streets at the "last minute" since they may need the above repairs.

If the bids exceed the budget I recommend the following procedure to modify the program:

- Award both contracts as bid and modify through adjustments in the unit quantities after the bid. This is commonly done on these types of contracts, the language allows it, and the contractors frequently add or subtract streets to be maintained with cities.
- The City seems to want to maintain as much UBAS as is possible within the budget, while continuing to address between 8-12% of the total inventory each year. Therefore, if we need to remove streets from the program I recommend we first modify the Chip Seal contract to remove streets to be chip sealed that are in the best condition. They can be picked up in the next year's program.
- If we need more significant reductions in scope we might additionally look to the UBAS contract for reductions but that would be the least desirable option.

Please contact me at (816) 823-7228 with any questions.



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

Item Number: New Business- VIII.-C.  
Committee 2/3/2020  
Meeting Date:



**City of Roeland Park**  
Action Item Summary

Date: 1/28/2020  
Submitted By: Staff  
Committee/Department: Admin.  
Title: **Appointments to Arts, Parks, Sustainability and Ad-Hoc Development Committees**  
Item Type: Other

**Recommendation:**

To appoint Michael Poppa to the Arts Committee and Tim Janssen to Ad-Hoc Development committee. To reappoint Carol Fields to Sustainability, Russell McCorkle to Parks.

**Details:**

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

**ATTACHMENTS:**



Description	Type
<div data-bbox="164 161 183 186"></div> <div data-bbox="224 161 388 186">Russell McCorkle</div>	Cover Memo
<div data-bbox="164 201 183 226"></div> <div data-bbox="224 201 363 226">Michael Poppa</div>	Cover Memo
<div data-bbox="164 241 183 266"></div> <div data-bbox="224 241 342 266">Tim Janssen</div>	Cover Memo

## Online Form Submittal: Committee Volunteer Form

noreply@civicplus.com <noreply@civicplus.com>

Mon 3/25/2019 3:54 PM

To: Bohon, Kelley <kbohon@roelandpark.org>; Jones-Lacy, Jennifer <jjoneslacy@roelandpark.org>

### Committee Volunteer Form

Date	3/25/2019
First Name	Russell
Last Name	McCorkle
Address	5025 W. 56th Street
City	Roeland Park
State	KS
Zip	66205
Email	
Phone	
Place of Employment	Field not completed.
How long have you been a resident of Roeland Park?	Since 1996 on my own. Family moved here in 1963.
How much time do you have to devote per month?	Field not completed.
Board & Committee Interest	Several current members of the Parks committee feel that I can bring another viewpoint to the committee. Living across the street from R Park I see specifically how the park is used and what current and future needs might be. I also regularly walk by other parks in the city.
Select a Board or Committee	Parks
Additional Comments	Field not completed.
Resume	Field not completed.

Email not displaying correctly? [View it in your browser.](#)

## Online Form Submittal: Committee Volunteer Form

noreply@civicplus.com

Thu 11/7/2019 9:21 PM

To: Nielsen, Kelley <knielsen@roelandpark.org>; Jones-Lacy, Jennifer <jjoneslacy@roelandpark.org>

### Committee Volunteer Form

Date	11/7/2019
First Name	Michael
Last Name	Poppa
Address	4400 W 55th St
City	Roeland Park
State	KS
Zip	66205
Email	
Phone	
Place of Employment	NEJC Chamber
How long have you been a resident of Roeland Park?	10+ years
How much time do you have to devote per month?	Field not completed.
Board & Committee Interest	I would like to continue serving on Arts and Ad-Hoc Development after I come off Council. Thank you.
Select a Board or Committee	Arts
Additional Comments	Field not completed.
Resume	Field not completed.

Email not displaying correctly? [View it in your browser.](#)



## Online Form Submittal: Committee Volunteer Form

noreply@civicplus.com

Thu 12/12/2019 10:09 AM

To: Nielsen, Kelley <knielsen@roelandpark.org>; Jones-Lacy, Jennifer <jjoneslacy@roelandpark.org>

### Committee Volunteer Form

Date	12/12/2019
First Name	Tim
Last Name	Janssen
Address	4908 Pawnee Drive
City	Roeland Park
State	Kansas
Zip	66205
Email	
Phone	
Place of Employment	<i>Field not completed.</i>
How long have you been a resident of Roeland Park?	22 years
How much time do you have to devote per month?	10 hours
Board & Committee Interest	As a former elected official who sat on this committee I would like continue in helping advance development in the city.
Select a Board or Committee	Ad-Hoc Development Committee
Additional Comments	<i>Field not completed.</i>
Resume	<i>Field not completed.</i>

Email not displaying correctly? [View it in your browser.](#)

**Item Number:** New Business- VIII.-D.  
**Committee** 2/3/2020  
**Meeting Date:**



## **City of Roeland Park**

Action Item Summary

---

**Date:** 2/3/2020  
**Submitted By:** Jennifer Jones-Lacy  
**Committee/Department:** Admin  
**Title:** **Approve Credit Card Service Agreement**  
**Item Type:** Agreement

### **Recommendation:**

**To approve the credit card services agreement with Open Edge for credit card processing at City Hall and the Aquatic Center.**

### **Details:**

The City is getting two new software platforms that will be accepting payments - Tyler Technology's Incode for court and Civic Rec for the Aquatic Center. The City currently uses Forte to process all credit card payments online and in person at City Hall. However, Tyler Technology does not work with Forte, so if we wanted to allow credit card payments using the new receipting software, we would need to switch providers. Civic Rec does have an agreement with Forte, but as a non-preferred vendor, we would have to pay a fee to continue to use Forte. The only provider that works with both Civic Rec and Tyler Technology's software is Open Edge, who is also the preferred vendor for Tyler.

The attached agreement is for 3 years, however, Open Edge has provided for early termination without associated fees if we feel it necessary. This is also attached. Open Edge will also lend us three credit card swipers free of charge while using Open Edge. The City attorney advised that the Council provide approval to the City Administrator or Assistant CA to sign the attached agreement so that these signatures are "authorized".

Conducting an apples to apples comparison of Forte and Open Edge was difficult as each processor has a different way of identifying its fees and its not always clear. I did my best to compare our current processing rates to what we should see from Open Edge. Based on this analysis and my best efforts, Forte's total monthly fees for December 2019 were \$259. Applying Open Edge rates to the same charges for the volume of transactions processed at City Hall, I estimated that the Open Edge invoice would be \$272/month, or \$11 more. However, this does not include any charges back to the customer for online payments. While Open Edge is slightly more

expensive, staff feels customer service will be better as it was very poor with Forte. In addition, Open Edge is providing the first three months free and providing us with free credit card swipers, which we currently do not have. Overall, staff feels this is a positive move.

### Financial Impact

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

### Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

### ATTACHMENTS:

Description		Type
<input type="checkbox"/>	Early Termination	Exhibit
<input type="checkbox"/>	Credit Card Service Agreement	Cover Memo





## Merchant Application

Business Information			
Merchant's DBA Name/Outlet Name: City of Roeland Park		Merchant's Legal Name: City of Roeland Park	
Physical Street Address (No P.O. Box): 4600 W 51st St		Legal Address: 4600 W 51st St	
City, State, Zip: Roeland Park, KS 66205		City, State, Zip: Roeland Park, KS 66205	
DBA Phone: (913) 722-2600	Fax:	Corp. Phone: (913) 722-2600	Fax:
Contact Name at this Address: Jennifer Jones Lacy		Contact Name at this Address: Jennifer Jones Lacy	
E-Mail: jjoneslacy@roelandpark.org		E-Mail: jjoneslacy@roelandpark.org	
Customer Service Phone # (Required for MOTO and Internet merchants only): (913) 722-2600			
Website Address (Required for Internet merchants): www.roelandpark.net			
Merchant Profile		Amex/Visa/MasterCard/Discover Information	
Ticker Symbol:		<b>Market Type:</b>	
Type of Ownership: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Professional Assoc <input type="checkbox"/> Tax Exempt Org (501C: <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 10) <input checked="" type="checkbox"/> Government/Municipality		<input checked="" type="checkbox"/> Retail <input type="checkbox"/> Supermarket <input type="checkbox"/> Restaurant <input type="checkbox"/> Emerging Market <input type="checkbox"/> Lodging <input type="checkbox"/> Public Sector <input type="checkbox"/> MO/TO <input type="checkbox"/> Auto Rental <input type="checkbox"/> P-card <input type="checkbox"/> Cash Advance <input type="checkbox"/> E-commerce <input type="checkbox"/> Other	
Type of Goods or Services Sold: Permits, Licenses		<b>Sales Profile (Must equal 100%)</b>	
SIC Code: 9399		Card Swiped 75 %	
Years in business under current ownership: 70		Manual Keyed with imprint 0 %	
Federal Tax ID# 4   8   6   0   7   7   0   2   9		Mail Order/Telephone 5 %	
		Internet 20 %	
		Total 100%	
Do you currently accept Amex/Visa/MasterCard/Discover? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Does merchant accept transactions before the customer receives product or service? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
How long does customer wait before product is received? _____ % of sales in this category _____			
% cost that is prepayment? _____ Duration of extended service or benefit (in weeks) _____			
Does merchant offer warranties, dues, subscriptions, memberships or other extended services? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Annual Amex/Visa/MC/Discover Sales: <u>\$150,000</u> Average Ticket: <u>\$100</u> Total Amex/Visa/MC/Discover Sales (multiple locations only): <u>\$150,000</u>			
Member Bank (Acquirer) Information			
Wells Fargo Bank, P.O. Box 6079 – Concord, CA 94524 – (844) 284-6834			
<b>Important Member Bank (Acquirer) Responsibilities</b>		<b>Important Merchant Responsibilities</b>	
1. A Visa Member is the <b>only entity</b> approved to extend acceptance of Visa products directly to a merchant. 2. A Visa Member must be a principal (signer) to the Merchant Agreement. 3. The Visa Member is responsible for and must provide settlement funds to the merchant. 4. The Visa Member is responsible for all funds held in reserve that are derived from settlement. 5. The Visa Member is responsible for educating merchants on pertinent Visa International Operating Regulations with which merchants must comply.		1. Ensure compliance with cardholder data security and storage requirements. 2. Maintain fraud and chargebacks below thresholds. 3. Review and understand the terms of the Merchant Agreement. 4. Comply with Visa International Operating Regulations.	
<b>Merchant Resources</b>			
<ul style="list-style-type: none"><li>You may download "Visa Regulations" from Visa at: <a href="https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf">https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf</a></li><li>You may download "MasterCard Rules" from MasterCard at: <a href="http://www.mastercard.us/en-us/about-mastercard/what-we-do/rules.html">http://www.mastercard.us/en-us/about-mastercard/what-we-do/rules.html</a></li><li>You may download additional merchant information from Discover at: <a href="http://www.discovernetwork.com/merchants/index.html">http://www.discovernetwork.com/merchants/index.html</a></li><li>You may download "American Express Merchant Operating Requirements" at: <a href="https://icm.aexp-static.com/Internet/NGMS/US_en/Images/MerchantPolicyOptBlue.pdf">https://icm.aexp-static.com/Internet/NGMS/US_en/Images/MerchantPolicyOptBlue.pdf</a></li></ul>		The responsibilities listed above do not supersede terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Visa member (acquirer) is the ultimate authority should the merchant have any problems.	
Merchant's Signature: X		Name (printed): Jennifer Jones-Lacy	Title: Finance Director
		Date	↩ #1

For questions regarding Card Services, contact: Customer Service within 60 days of the date of the statement and/or notice. Global Payments Direct Inc. – 3550 Lenox Road NE, Suite 3000, Atlanta, GA 30326 or call: 1-800-367-2638.

Note: Billing disputes must be forwarded, in writing, to Customer Service within 60 days of the date of the statement and/or notice.

## Credit/Debit Card Services and Fee Schedule\*

Plan Type	New	Existing	Existing Merchant No.	Discount Rate	Per Item	Per Auth.
<input checked="" type="checkbox"/> VISA Credit	<input checked="" type="checkbox"/>	N/A	N/A	2.7500 %	\$ 0.2500	\$ 0.0000
<input checked="" type="checkbox"/> VISA Bus. Card	<input checked="" type="checkbox"/>	N/A	N/A	2.7500 %	\$ 0.2500	\$ 0.0000
<input checked="" type="checkbox"/> VISA Check	<input checked="" type="checkbox"/>	N/A	N/A	2.7500 %	\$ 0.2500	\$ 0.0000
<input checked="" type="checkbox"/> MasterCard Credit	<input checked="" type="checkbox"/>	N/A	N/A	2.7500 %	\$ 0.2500	\$ 0.0000
<input checked="" type="checkbox"/> MasterCard Bus. Card	<input checked="" type="checkbox"/>	N/A	N/A	2.7500 %	\$ 0.2500	\$ 0.0000
<input checked="" type="checkbox"/> Debit MasterCard	<input checked="" type="checkbox"/>	N/A	N/A	2.7500 %	\$ 0.2500	\$ 0.0000
<input checked="" type="checkbox"/> Discover Credit	<input checked="" type="checkbox"/>	<input type="checkbox"/>	N/A	2.7500 %	\$ 0.2500	\$ 0.0000
<input checked="" type="checkbox"/> Discover Bus. Card	<input checked="" type="checkbox"/>	<input type="checkbox"/>	N/A	2.7500 %	\$ 0.2500	\$ 0.0000
<input checked="" type="checkbox"/> Discover Check	<input checked="" type="checkbox"/>	<input type="checkbox"/>	N/A	2.7500 %	\$ 0.2500	\$ 0.0000
<input checked="" type="checkbox"/> PayPal Credit (card present)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	N/A	2.7500 %	\$ 0.2500	\$ 0.0000
<input checked="" type="checkbox"/> Diners Club, China Union Pay, JCB	<input type="checkbox"/>	<input type="checkbox"/>		2.8500 %	\$ 0.1500	\$
<input checked="" type="checkbox"/> Debit (other than Visa or MC)	<input checked="" type="checkbox"/>	<input type="checkbox"/>			\$ 0.2900	\$
<input checked="" type="checkbox"/> EBT	<input checked="" type="checkbox"/>	<input type="checkbox"/>			\$ 0.3500	\$
<input checked="" type="checkbox"/> American Express	<input type="checkbox"/>	<input type="checkbox"/>		2.7500 %	\$ 0.2500	\$ 0.0000
<input checked="" type="checkbox"/> American Express Prepaid	<input type="checkbox"/>	<input type="checkbox"/>		2.7500 %	\$ 0.2500	\$ 0.0000
Merchant FNS# _____			Cash Benefits: <input type="checkbox"/> YES <input type="checkbox"/> NO		Daily Discount: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	

## Surcharges: (Non-Qualified surcharges are marked "NQ" and are per-occurrence)

Surcharges:	<input checked="" type="checkbox"/> Tiered	<input type="checkbox"/> Pass-Through Plus	<input type="checkbox"/> Interchange Plus
	0.00% Rewards Discount	_____ Pass-Through Plus	
	0.00% Mid-Qualified Discount		
	0.00% Non-Qualified Discount		

A list of additional fees/rates can be found on pages 2 and 4 of this Card Services Agreement contract under the headings "Other Fees" and "Association Fees and Assessments."

The foregoing discount rate, per item and authorization fees are based upon Merchant's complying with all processing requirements as established by the applicable governing authority of the payment type which qualifies Merchant for the most favorable interchange rates available for such payment type. Transactions that do not qualify for the most favorable interchange rates will be subject to the surcharges up to 3.00% in addition to the rate quoted. See "Other Fees" section of this Card Services Agreement and Section 34 of the Card Services Terms and Conditions for more information regarding non-qualifying surcharges. Discount rates and other percentage fees are calculated by multiplying the rates or fees and the Merchant's applicable transaction volume. Per item and per authorization fees are calculated per transaction or authorization, as applicable. See Section 13 of the Card Services Terms and Conditions for information regarding the early termination fee. In addition to the per item fee, all Debit Transactions include fees assessed by the applicable network organization.

## Other Fees (Per occurrence fees marked with a \*)

\$ _____	Non-Refundable Application Fee *	\$ _____	Virtual Site Survey Fee *	\$ 15.00	Chargeback Fee *
\$ 5.00	Membership Fee	\$ 2.50	Retrieval Fee *	\$ _____	Monthly Debit Card Membership Fee
\$ 1.00	Monthly Regulatory Compliance Fee	\$ 20.00	Minimum Monthly Discount	\$ _____	Global Transport VT (Recurring Billing)
\$ _____	Annual Association Technology Fee	\$ 0.05	Voice AVS Fee *	\$ _____	Setup Fee *
\$ _____	Global Access @dvantage Monthly Fee	\$ 0.00	PCI ASSURE Monthly Fee	\$ _____	Global Transport VT (Recurring Billing)
\$ 0.60	Voice Authorization Fee *	\$ 39.00	PCI ASSURE Non-Compliance	\$ _____	Monthly Fee
\$ 0.00	Batch/ACH Fee *		Fee (monthly)	\$ _____	Global Transport VT (Recurring Billing)
\$ 15.00	Non-Sufficient Fund *	\$ _____	Data Monitoring Fee *	\$ _____	Transaction Fee *
\$ 0.00	Account Maintenance Fee	\$ _____	Other: _____	\$ 0.00	CE Suite Base Amount
\$ _____	Gateway Monthly Fee	\$ _____	Gateway Setup Fee		

## Association Fees and Assessments (Per occurrence fees marked with a \*)

0.0000%	GP Fee - DISC Assessments *	\$ 0.0000	GP Fee - MC Data Integrity *
0.0000%	GP Fee - DISC Intl Processing *	\$ 0.0000	GP Fee - MC CVC2 *
0.0000%	GP Fee - DISC Intl Service *	0.0000%	GP Fee - MC Assessments *
0.0000%	GP Fee - PayPal Assessment *	0.0000%	GP Fee - MC Assessments Lg Tkt *
\$ 0.0000	GP Fee - PayPal Participation *	0.0000%	GP Fee - MC Acceptance & Licensing *
0.0000%	GP Fee - VISA Assessments-Credit *	0.0000%	GP Fee - MC Cross Bdr Domestic *
0.0000%	GP Fee - VISA Assessments-Debit *	0.0000%	GP Fee - MC Cross Bdr Foreign *
0.0000%	GP Fee - VISA Intl Svc Assessment-Purchase *	0.0000%	GP Fee - MC Acq Program Support *
0.0000%	GP Fee - VISA Intl Svc Assessment *	0.0000%	GP Fee - MC Digital Enablement *
0.0000%	GP Fee - VISA Intl Acquiring *	\$ 0.0000	GP Fee - MC Monthly Fee
\$ 0.0000	GP Fee - VISA Trans Integrity *	0.0000%	GP Fee - MC Integrity - Final Auth (Max) *
\$ 0.0000	GP Fee - VISA APF - Credit *	\$ 0.0000	GP Fee - MC Integrity - Final Auth (Min) per Auth PI *
\$ 0.0000	GP Fee - VISA APF - Debit *	\$ 0.0000	GP Fee - MC Integrity - Pre Auth/Undefined per Auth PI *
\$ 0.0000	GP Fee - Visa APF Intl - Credit *	0.0000%	GP Fee - AMEX Inbound *
\$ 0.0000	GP Fee - Visa APF Intl - Debit *	0.0000%	GP Fee - AMEX Network *
\$ 0.0000	GP Fee - VISA AVS Only *	0.0000%	GP Fee - AMEX CNP *
\$ 0.0000	GP Fee - VISA Misuse of Auth *	0.0000%	GP Fee - AMEX Access *
\$ 0.0000	GP Fee - MC Acct Status Inquiry *	0.0000%	GP Fee - Settlement Funding Fee *

Personal Guaranty

I/We hereby irrevocably guarantee to Global Direct and Member, their successors and assigns, the full, prompt, and complete performance of Merchant and all of Merchant's obligations under the Card Services Agreement, including but not limited to all monetary obligations arising out of Merchant's performance or non-performance under the Card Services Agreement, whether arising before or after termination of the Card Services Agreement. This guaranty shall not be discharged or otherwise affected by any waiver, indulgence, compromise, settlement, extension of credit, or variation of terms of the Card Services Agreement made by or agreed to by Global Direct, Member, and/or Merchant. I/We hereby waive any notice of acceptance of this guaranty, notice of nonpayment or nonperformance of any provision of the Card Services Agreement by Merchant, and all other notices or demands regarding the Card Services Agreement. I/We agree to promptly provide to Global Direct and Member any information requested by any of them from time to time concerning my/our financial condition(s), business history, business relationships, and employment information. I/We agree that Global Direct and Global Direct (on behalf of Member) may order a consumer credit report on me, Merchant and each of Merchant's officers, partners, and/or owners, as well as subsequent consumer credit reports, which may be required or used in conjunction with the maintenance, updating, renewal or extension of the services provided hereunder, or in conjunction with reviewing, taking collection action on, or other legitimate purposes associated with the Merchant account. I/We have read, understand, and agree to be bound by the Card Services Terms & Conditions provided to Merchant and those terms and conditions contained in this Merchant Application.

Signature of Guarantor (please sign below)

X

Name (printed):

Jennifer Jones-Lacy

Signature of Guarantor (please sign below)

X

Name (printed):

Owner/Officer Information

Complete Owner/Officer Information must be present for all Equity Owners with 25% or greater equity in the business and for any person(s) with authority or control. An owner or person with control listed, must be the one to accept the agreement at the end of this application.

Name: Jennifer Jones-Lacy	Title: Finance Director	Equity Owned: 0 %	Date of Birth (mm/dd/yyyy): 09/09/1999	Social Security #: 9 9 9 9 9 9 9 9 9	Home Phone #: (913) 722-2600
Home Address: 4600 W 51st St			City: Roeland Park	State: KS	Zip Code: 66205
Former Address (if less than 1 year at current address):			City:	State:	Zip Code:

Name:	Title:	Equity Owned: %	Date of Birth (mm/dd/yyyy):	Social Security #:	Home Phone #:
Home Address:			City:	State:	Zip Code:
Former Address (if less than 1 year at current address):			City:	State:	Zip Code:

Name:	Title:	Equity Owned: %	Date of Birth (mm/dd/yyyy):	Social Security #:	Home Phone #:
Home Address:			City:	State:	Zip Code:
Former Address (if less than 1 year at current address):			City:	State:	Zip Code:

Name:	Title:	Equity Owned: %	Date of Birth (mm/dd/yyyy):	Social Security #:	Home Phone #:
Home Address:			City:	State:	Zip Code:
Former Address (if less than 1 year at current address):			City:	State:	Zip Code:

Is any owner, officer, director, employee, or agent a current or former official in the executive, legislative, administrative, military, or judicial branch of any government (elected or not); a senior official of a major political party; an executive of a government-owned commercial enterprise; a family member of any of the foregoing officials; or a close personal or professional associate of any of the foregoing officials? ☐ Yes ☒ No If "yes," please attach details.

Bank Information (Attach Voided Check or Bank Letter):

Routing Number:										DDA/Checking Account#:										Deposit	Discount	Chargebacks	Equipment	Supplies	Misc. Fees
Bank 1	1	0	1	0	0	0	1	8	7	9010000082										<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Bank 2																				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bank 3																				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bank 4																				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Merchant Site Survey Report (To be Completed by Sales Representative)

Merchant Location:

☐ Retail Location with Store Front

☐ Office Building

☐ Residence

☐ Other:

Surrounding Area:

☐ Commercial

☐ Industrial

☐ Residential

Does the amount of inventory and merchandise on shelves and floor appear consistent with the type of business?

☐ Yes

☐ No

If no, explain:

Does the Merchant use a Fulfillment House?

☐ Yes

☐ No

If yes, was the Fulfillment House inspected?

☐ Yes

☐ No

The Merchant:

☐ Owns

☐ Leases the business premises

Further comments by inspector (must complete):

I hereby verify that this application has been fully completed by merchant applicant and that I have physically inspected the business premises of the merchant at this address and the information stated above is true and correct to the best of my knowledge and belief.

Verified and inspected by (print name):

Representative Name:

Representative Signature: X

Date:

Sales Rep Name:

Sales Rep Code:

6329

Sales Phone Number:

Sales Email Address:

Amex annual volume < \$1,000,000

☒ YES

☐ NO

Amex Acceptance

☒ YES

☐ NO

Amex Marketing

☒ YES

☐ NO



# American Express ESA Program

By signing below, I represent that I have read and am authorized to sign and submit this application for the above entity, which agrees to be bound by the American Express® Card Acceptance Agreement ("Agreement"), and that all information provided herein is true, complete, and accurate. I authorize Global Direct and American Express Travel Related Services Company, Inc. ("American Express") and American Express's agents and Affiliates to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies from time to time, and disclose such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct Global Direct and American Express and American Express's agents and Affiliates to inform me directly, or inform the entity above, about the contents of reports about me that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I also authorize American Express to use the reports on me from consumer reporting agencies for marketing and administrative purposes. I am able to read and understand the English language. Please read the American Express Privacy Statement at <https://www.americanexpress.com/privacy> to learn more about how American Express protects your privacy and how American Express uses your information. I understand that I may opt out of marketing communications by visiting this website or contacting American Express at 1-(800)-528-5200. I understand that upon American Express's approval of the application, the entity will be provided with the Agreement and materials welcoming it to American Express's Card acceptance program.

**Merchant's Signature**

X \_\_\_\_\_

**Name (printed):**

Jennifer Jones-Lacy

**Title:**

Finance Director

**Date:**

## Hardware

Process Method: ☒ EDC ☐ Touchtone ☐ Paper

Platform: ☒ East ☐ Central ☐ Other \_\_\_\_\_

Imprinter: ☒ Own ☐ Purchase

Purchase Price per Unit: \$ \_\_\_\_\_

Purchase Quantity - Standard: \_\_\_\_\_

Purchase Quantity -

Handheld: \_\_\_\_\_

Total Regular Plates Needed: 1

Total Amex Plates Needed: 1

Total Plastic Cards Needed: 1

Global to schedule download? ☒ Yes ☐ No

Global to train? ☒ Yes ☐ No

☒ Own/Reprogram ☐ Purchase ☐ Lease ☐ Rental

Terminal Type: \_\_\_\_\_

Pinpad Type: \_\_\_\_\_

Printer Type: \_\_\_\_\_

Check Reader: \_\_\_\_\_

Terminal Application / PC Software Type: \_\_\_\_\_

Number of TIDS: 1 Product: X-Charge

Third Party Settlement

Term type: XC2 ☐ Terminal ☒ Host

Global PC Software: ☐ Own ☐ Purchase

If purchase, price \$ \_\_\_\_\_ # of payments: \_\_\_\_\_

Qty	Hardware Device	Rental/Purchase	Unit Price
1	PIN Pad - Ingenico - iPP320 V4	Rental	\$ 0.00

\* Indicates Unit Price is recurring

See attached Equipment Rental Agreement (Addendum A) which is incorporated into this agreement and has additional terms and conditions specific to equipment rentals.

Special Instructions:

N (M)

**Cardholder Data Storage Compliance & Service Provider**

PCI DSS and Card Network rules prohibit storage of sensitive authentication data after the transaction has been authorized (even if encrypted). If you or your POS system store, process, or transmit full cardholder's data, then you (merchant) must validate PCI DSS compliance. If you (merchant) utilize a payment application the POS software must be PA DSS (Payment Application Data Security Standards) validated where applicable. If you use a payment gateway, they must be PCI DSS Compliant.

As required under the Payment Card Industry Data Security Standard (PCI DSS), I do hereby declare and confirm the following:

Questions:

Merchant will maintain full PCI DSS compliance at all times and will notify Global Payments when it changes its point of sale software, system, application or vendor	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>
Do your transactions process through any other Third Parties (i.e. web hosting companies, gateways, corporate office)?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
Merchant utilizes the services of a PCI SSC Qualified Integrator Reseller (QIR) when POS payment applications are utilized.	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
The signing merchant listed below has experienced an account data compromise.	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
	(I have never accepted payment cards.)		
The signing merchant listed below is storing Sensitive Authentication Data* (even if encrypted) after the transaction has been authorized.	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
	(I have never accepted payment cards.)		
Merchant utilizes an EMV enabled terminal	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>

\*Sensitive Authentication Data is security related information (Card Verification Values, complete Magnetic Stripe Data, PINs, and PIN blocks) that is used to authenticate cardholders.

Please note that if you have indicated that your organization has experienced an account data compromise in the past, a PCI DSS Level 1 Compliance Assessment may be required upon Global's request. A compromise of cardholder data from your location(s) may result in the issuance of fines and/or penalties by the card brand, for which you will be responsible under your Merchant Agreement, notwithstanding this Compliance Statement.

**It is imperative that you notify Global Payments immediately should the information on this Compliance Statement change.**

**Acceptance of Merchant Application and Terms & Conditions / Merchant Authorization**

Your Card Services Agreement is between Global Payments Direct, Inc. ('Global Direct'), the Merchant named above and the Member named below ('Member'). Member is a member of Visa, USA, Inc. ('Visa') and MasterCard International, Inc. ('MasterCard'); Global Direct is a registered independent sales organization of Visa, a member service provider of MasterCard and a registered acquirer for Discover Financial Services, LLC. ('Discover') and a registered Program Participant of American Express Travel Related Services Company, Inc. ('American Express'). A copy of the Card Services Terms and Conditions, revision number 10-18-GP-WF-OE-MUA, has been provided to you. Please sign below to signify that you have received a copy of the Card Services Terms & Conditions and that you agree to all terms and conditions contained therein. If this Merchant Application is accepted for card services, Merchant agrees to comply with the Merchant Application and the Card Services Terms & Conditions as may be modified or amended in the future. If you disagree with any Card Services Terms & Conditions, do not accept service.

**IF MERCHANT SUBMITS A TRANSACTION TO GLOBAL DIRECT HEREUNDER, MERCHANT WILL BE DEEMED TO HAVE ACCEPTED THE CARD SERVICES TERMS & CONDITIONS.**

By your signature below on behalf of Merchant, you certify that all information provided in this Merchant Application is true and accurate and you authorize Global Direct, and Global Direct on Member's behalf, to initiate debit entries to Merchant's checking account(s) in accordance with the Card Services Terms and Conditions. In addition by your signature below on behalf of Merchant you authorize Global Direct to order a consumer credit report on you, Merchant and each of Merchant's officers, partners, and/or owners, as well as subsequent consumer credit reports, which may be required or used in conjunction with the maintenance, updating, renewal or extension of the services provided hereunder, or in conjunction with reviewing, taking collection action on, or other legitimate purposes associated with the Merchant account.

<b>Merchant's Signature - Owner/Officer Name 1:</b> X	<b>Name (printed):</b> Jennifer Jones-Lacy	<b>Title:</b> Finance Director	<b>Date:</b> _____	← #7
<b>Merchant's Signature - Owner/Officer Name 2:</b> X	<b>Name (printed):</b> _____	<b>Title:</b> _____	<b>Date:</b> _____	
<b>Merchant's Signature - Owner/Officer Name 3:</b> X	<b>Name (printed):</b> _____	<b>Title:</b> _____	<b>Date:</b> _____	
<b>Merchant's Signature - Owner/Officer Name 4:</b> X	<b>Name (printed):</b> _____	<b>Title:</b> _____	<b>Date:</b> _____	
<b>Signing for Global Payments Direct, Inc.:</b> X	<b>Name (printed):</b> _____	<b>Title:</b> _____	<b>Date:</b> _____	
<b>Signing for Member:</b> X	<b>Name (printed):</b> _____	<b>Name of Member (printed):</b> Wells Fargo Bank	<b>Date:</b> _____	

## CARD SERVICES TERMS & CONDITIONS

### PLEASE READ SECTION 17 ("DISPUTE RESOLUTION") CAREFULLY AS IT RELATES TO ARBITRATION AND CLASS ACTIONS

#### 1. GENERAL.

The "Card Services Agreement" consists of these Card Services Terms & Conditions and the Merchant Application and is made by and among Merchant (or "you"), Global Payments Direct, Inc. ("Global Direct"), and Member (as defined below). The provisions in the Card Services Agreement are applicable to Merchant if Merchant has signed the appropriate space in the Acceptance of Terms & Conditions/Merchant Authorization section of the Merchant Application. The member bank identified in the Merchant Application ("Member") is a member of Visa USA, Inc. ("Visa") and MasterCard International, Inc. ("MasterCard"). Global Direct is a registered independent sales organization of Visa, a member service provider of MasterCard, a registered Program Participant of American Express Travel Related Services Company, Inc. ("American Express"), and a registered acquirer for Discover Financial Services LLC ("Discover"). Any references to the Debit Sponsor shall refer to the debit sponsor identified below.

Merchant and Global Direct agree that the rights and obligations contained in these Card Services Terms and Conditions do not apply to the Member with respect to American Express, Discover and PayPal transactions and Switched Transactions (as defined below). To the extent Merchant accepts Discover cards, the provisions in this Agreement with respect to Discover apply if Merchant does not have a separate agreement with Discover. In such case, Merchant will also be enabled to accept JCB, China Union Pay, Diner's Club and, for card present transactions, PayPal cards under the Discover network and such transactions will be processed at the same fee rate as Merchant's Discover transactions are processed. To the extent Merchant accepts Discover cards and has a separate agreement with Discover, Discover and PayPal card transactions shall be processed as Switched Transactions (as defined below). To the extent Merchant accepts American Express cards, the provisions in this Agreement with respect to American Express apply if Merchant does not have a separate agreement with American Express.

Under the terms of the Card Services Agreement, Merchant will be furnished with the services and products, including any software, described herein and in the Merchant Application and selected by Merchant therein (collectively and individually, as applicable, the "Services"). During the term of the Card Services Agreement, Global Direct will be the sole and exclusive provider of all card services to Merchant. Any Merchant accepted by Global Direct for card processing services agrees to be bound by the Card Services Agreement, including the terms of the Merchant Application and these Card Services Terms & Conditions as may be modified or amended in the future. A MERCHANT'S SUBMISSION OF A TRANSACTION TO GLOBAL DIRECT SHALL BE DEEMED TO SIGNIFY MERCHANT'S ACCEPTANCE OF THE CARD SERVICES AGREEMENT, INCLUDING THE TERMS AND CONDITIONS HEREIN.

Except as expressly stated in the first three paragraphs of Section 13, all terms and conditions of this Card Services Agreement shall survive termination

#### 2. SERVICE DESCRIPTIONS.

**Credit Card Processing Services:** Global Direct's credit card processing services consist of authorization and electronic draft capture of credit card transactions; outclearing of such transactions to the appropriate card associations and/or issuers (e.g., Visa, MasterCard, American Express, Diners, Discover); settlement; dispute resolution with cardholders' banks; and transaction-related reporting, statements and products. From time to time under this Card Services Agreement, upon Merchant's request, Global Direct may facilitate the transmission of certain payment card transactions ("Switched Transactions") to the respective card issuers, including but not limited to American Express®, Diners Club® and various fleet, private label and commercial cards. Switched Transactions require Global Direct's prior written approval and are subject to applicable pricing; Global Direct does not purchase the indebtedness associated with Switched Transactions.

**EBT Transaction Processing Services:** Global Direct offers electronic interfaces to Electronic Benefits Transfer ("EBT") networks for the processing of cash payments or credits to or for the benefit of benefit recipients ("Recipients"). Global Direct will provide settlement and switching services for various Point of Sale transactions initiated through Merchant for the authorization of the issuance of the United States Department of Agriculture, Food and Nutrition Services ("FNS") food stamp benefits ("FS Benefits") and/or government delivered cash assistance benefits ("Cash Benefits," with FS Benefits, "Benefits") to Recipients through the use of a state-issued card ("EBT Card").

Provisions regarding debit card services are set forth in Section 27 below.

With respect to Visa and MasterCard products, Merchant may elect to accept credit cards or debit/prepaid cards or both. Merchant shall so elect on the Merchant Application being completed contemporaneously herewith. Merchant agrees to pay and Merchant's account(s) will be charged pursuant to Section 5 of this Card Services Agreement for any additional fees incurred as a result of Merchant's subsequent acceptance of transactions with any Visa or MasterCard product that it has elected not to accept.

#### 3. PROCEDURES.

Merchant will permit holders of valid cards bearing the symbols of the cards authorized to be accepted by Merchant hereunder to charge purchases or leases of goods and services and the debt resulting therefrom shall be purchased hereunder, provided that the transaction complies with the terms of this Card Services Agreement. All indebtedness submitted by Merchant for purchase will be evidenced by an approved sales slip. Merchant will not present for purchase any indebtedness that does not arise out of a transaction between a cardholder and Merchant. Merchant agrees to follow the Card Acceptance Guide which is incorporated into and made part of this Card Services Agreement, and to be bound by the operating regulations, requirements, and rules of Visa, MasterCard, American Express, Discover, PayPal and any other card association or network organization covered by this Card Services Agreement, as any of the above referenced documents may be modified and amended from time to time. Merchant acknowledges that the Card Acceptance Guide is located on Global Direct's website at [www.globalpaymentsinc.com](http://www.globalpaymentsinc.com). Without limiting the generality of the foregoing, Merchant agrees to comply with and be bound by, and to cause any third party who provides Merchant with services related to payment processing or facilitates Merchant's ability to accept credit and debit cards and who is not a party to this Card Services Agreement to comply with and be bound by, the rules and regulations of Visa, MasterCard, American Express, Discover, PayPal and any other card association or network organization related to cardholder and transaction information security, including without limitation, all rules and regulations imposed by the Payment Card Industry (PCI) Security Standards Council (including without limitation the PCI Data Security Standard), Visa's Cardholder Information Security Program, MasterCard's Site Data Protection Program, and Payment Application Best Practices. Merchant also agrees to cooperate at its sole expense with any request for an audit or investigation by Global Direct, Member, a card association or network organization in connection with cardholder and transaction information security.



Without limiting the generality of the foregoing, Merchant agrees that it will use information obtained from a cardholder in connection with a card transaction solely for the purpose of processing a transaction with that cardholder or attempting to re-present a chargeback with respect to such transaction. Merchant will indemnify and hold Global Direct and Member harmless from any fines and penalties issued by Visa, MasterCard, American Express, Discover, PayPal or any card association or network organization and any other fees and costs arising out of or relating to the processing of transactions by Global Direct and Member at Merchant's location(s) and will reimburse Global Direct for any losses incurred by Global Direct with respect to any such fines, penalties, fees and costs.

Without limiting the generality of any other provision of this Card Services Agreement, Merchant also agrees that it will comply with all applicable laws, rules and regulations related to both (a) the truncation or masking of cardholder numbers and expiration dates on transaction receipts from transactions processed at Merchant's location(s), including without limitation the Fair and Accurate Credit Transactions Act and applicable state laws ("Truncation Laws") and (b) the collection of personal information from a cardholder in connection with a card transaction, including all applicable state laws ("Laws on Collection of Personal Information"). As between Merchant, on the one hand, and Global Direct and Member, on the other hand, Merchant shall be solely responsible for complying with all Truncation Laws and Laws on Collection of Personal Information and will indemnify and hold Global Direct and Member harmless from any claim, loss or damage resulting from a violation of Truncation Laws or Laws on Collection of Personal Information as a result of transactions processed at Merchant's location(s).

Global Direct may, from time to time, issue written directions (via mail or Internet) regarding procedures to follow and forms to use to carry out this Card Services Agreement. These directions and the terms of the forms are binding as soon as they are issued and shall form part of these Card Services Terms & Conditions. Such operating regulations and rules may be reviewed upon appointment at Global Direct's designated premises and Merchant acknowledges that it has had the opportunity to request a review and/or review such operating regulations and rules in connection with its execution of this Card Services Agreement.

#### **4. MARKETING.**

Merchant shall adequately display the card issuer service marks and promotional materials supplied by Global Direct. Merchant shall cease to use or display such service marks immediately upon notice from Global Direct or upon termination of this Card Services Agreement.

#### **5. PAYMENT, CHARGES AND FEES.**

Fees and charges payable by Merchant for all products, services and applications, whether provided by Global Direct or by a third party through Global Direct, shall be as set forth in the Merchant Application (exclusive of taxes, duties and shipping and handling charges). Merchant shall at all times maintain one or more commercial checking accounts with Member or with another financial institution of Merchant's choice acceptable to Member and Global Direct that belongs to the Automated Clearing House ("ACH") network and which can accept ACH transactions Merchant will be paid for indebtedness purchased under this Card Services Agreement by credit to Merchant's account(s). Merchant's account(s) will be credited for the gross amount of the indebtedness deposited less the amount of any credit vouchers deposited. Merchant shall not be entitled to credit for any indebtedness that arises out of a transaction not processed in accordance with the terms of this Card Services Agreement or the rules and regulations of a card association or network organization. Availability of any such funds shall be subject to the procedures of the applicable financial institution. Chargebacks and adjustments will be charged to Merchant's account(s) on a daily basis. Merchant agrees to pay and Merchant's account(s) will be charged for the discount, fees, product service costs, chargebacks, and other fees and charges described in this Card Services Agreement. Merchant also agrees to pay and Merchant's account(s) will be debited for all fees, arbitration fees, fines, penalties, etc. charged or assessed by the card associations or network organizations on account of or related to Merchant's processing hereunder, including without limitation with regards to any third party who provides Merchant with services related to payment processing or facilitates Merchant's ability to accept credit and debit cards and who is not a party to this Card Services Agreement. If any type of overpayment to Merchant or other error occurs, Merchant's account(s) may be debited or credited, without notice, and if Merchant's account(s) do not contain sufficient funds, Merchant agrees to remit the amount owed directly to Global Direct. Merchant agrees not to, directly or indirectly, prevent, block or otherwise preclude any debit by Global Direct or Member to Merchant's account which is permitted hereunder. Merchant represents and warrants that no one other than Merchant has any claim against such indebtedness except as authorized in writing by Member and Global Direct. Merchant hereby assigns to Member and Global Direct all of its right, title, and interest in and to all indebtedness submitted hereunder, agrees that Member and Global Direct have the sole right to receive payment on any indebtedness purchased hereunder, and further agrees that Merchant shall have no right, title or interest in any such funds, including any such funds held in a Reserve Account (as defined below).

#### **6. EQUIPMENT AND SUPPLIES/THIRD PARTY SERVICES.**

Merchant agrees that it will not acquire any title, copyrights, or any other proprietary right to any advertising material; leased equipment including imprints, authorization terminals, card reader hardware or printers; software; credit card authenticators; unused forms (online or paper); and Merchant deposit plastic cards provided by Global Direct in connection with this Card Services Agreement. Merchant will protect all such items from loss, theft, damage or any legal encumbrance and will allow Global Direct and its designated representatives reasonable access to Merchant's premises for their repair, removal, modification, installation and relocation. Merchant acknowledges that any equipment or software provided under this Card Services Agreement is embedded with proprietary technology ("Software"). Merchant shall not obtain title, copyrights or any other proprietary right to any Software. At all time, Global Direct or its suppliers retain all rights to such Software, including but not limited to updates, enhancements and additions. Merchant shall not disclose such Software to any party, convey, copy, license, sublicense, modify, translate, reverse engineer, decompile, disassemble, tamper with, or create any derivative work based on such Software, or transmit any data that contains software viruses, time bombs, worms, Trojan horses, spyware, disabling devices, or any other malicious or unauthorized code. Merchant's use of such Software shall be limited to that expressly authorized by Global Direct. Global Direct's suppliers are intended third party beneficiaries of this Card Services Agreement to the extent of any terms herein pertaining to such suppliers' ownership rights; such suppliers have the right to rely on and directly enforce such terms against Merchant.

The operating instructions or user guides will instruct Merchant in the proper use of the terminals, other hardware or payment application(s), and Merchant shall use and operate the terminals, other hardware or payment application(s) only in such manner. If Merchant has purchased the relevant maintenance/help desk service hereunder, Merchant will promptly notify Global Direct of any equipment malfunction, failure or other incident resulting in the loss of use of the equipment or software or need for repair or maintenance, whereupon Global Direct will make the necessary arrangements to obtain required maintenance or replacement software or hardware. Merchant is responsible for shipping costs. Merchant shall cooperate with Global Direct in its attempt to diagnose any problem with the terminal, other hardware or payment application(s). In the event the Merchant's terminal requires additional Software, Merchant is obligated to cooperate and participate in a dial in down line load procedure. With respect to any item of equipment leased to Merchant by Global Direct, Merchant will not be liable for normal wear and tear, provided, however, that Merchant will be liable to Global Direct in the event that any leased item of equipment is lost, destroyed, stolen or rendered inoperative.

Merchant will indemnify Global Direct against any loss arising out of damage to or destruction of any item of equipment or software provided hereunder for any cause whatsoever. Merchant also agrees to hold harmless and indemnify Global Direct for any costs, expenses, and judgments Global Direct may suffer, including reasonable attorney's fees, as a result of Merchant's use of the equipment or software provided hereunder. Any unused equipment in its original packaging purchased from Global Direct hereunder may be returned to Global Direct at Merchant's expense within sixty (60) days of receipt. Merchant shall receive a refund of any money paid in connection therewith subject to a re-stocking fee of an amount equal to 20 percent of the total purchase price for the returned equipment. No refunds shall be issued for any equipment returned after sixty (60) days.

Merchant acknowledges that some of the services and applications to be provided by Global Direct and Member hereunder may be provided by third parties. Merchant agrees that except for its right to utilize such services in connection with this Card Services Agreement, it acquires no right, title or interest in any such services. Merchant further agrees that it has no contractual relationship with any third party providing services under this Card Services Agreement and that Merchant is not a third party beneficiary of any agreement between Global Direct or Member, as applicable, and such third party. Merchant may not resell the services of any third party providing services under this Card Services Agreement to any other party.

## **7. FINANCIAL INFORMATION.**

Merchant agrees to furnish Global Direct and Member such financial statements and information concerning Merchant, its owners, principals, partners, proprietors or its affiliates as Global Direct or Member may from time to time request. Global Direct and Member, or their duly authorized representatives, may examine the books and records of Merchant, including records of all indebtedness previously purchased or presented for purchase. Merchant agrees to retain copies of all paper and electronic sales slips and credit slips submitted to Global Direct for a period of two years from submission, or such longer period of time as may be required by the **operating rules or regulations of the card associations or network organizations, by law, or by Global Direct as specifically requested in writing in individual cases.**

## **8. CHANGE IN BUSINESS.**

Merchant agrees to provide Global Direct and Member sixty (60) days prior written notice of its (a) transfer or sale of any substantial part (ten percent (10%) or more) of its total stock, assets and/or to liquidate; or (b) change to the basic nature of its business, or (c) provided that Merchant has not indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, conversion of all or part of the business to mail order sales, telephone order sales, Internet-based sales or to other sales where the card is not present and swiped through Merchant's terminal or other card reader. Upon the occurrence of any such event, the terms of this Card Services Agreement may be modified to address issues arising therefrom, including but not limited to requirements of applicable card associations or network organizations.

## **9. TRANSFERABILITY.**

This Card Services Agreement is not transferable by Merchant without the written consent of Global Direct and Member. Any attempt by Merchant to assign its rights or to delegate its obligations in violation of this paragraph shall be void. Merchant agrees that the rights and obligations of Global Direct hereunder may be transferred by Global Direct without notice to Merchant. Merchant agrees that the rights and obligations of Member hereunder may be transferred to any other member without notice to Merchant. Merchant acknowledges that the transferable rights of Global Direct and Member hereunder shall include, but shall not be **limited to, the authority and right to debit the Merchant's account(s) as described herein.**

## **10. WARRANTIES AND REPRESENTATIONS.**

Merchant warrants and represents to Global Direct and Member: (a) that each sales transaction delivered hereunder will represent a bona fide sale to a cardholder by Merchant for the amount shown on the sales slip as the total sale and constitutes the binding obligation of the cardholder, free from any claim, demand, defense, setoff or other adverse claim whatsoever; (b) that each sales slip or other evidence of indebtedness will accurately describe the goods and services which have been sold and delivered to the cardholder or in accordance with his instructions; (c) that Merchant will comply fully with all federal, state and local laws, rules and regulations applicable to its business; (d) that Merchant will fulfill completely all of its obligations to the cardholder and will resolve any customer dispute or complaint directly with the cardholder; (e) that the signature on the sales slip will be genuine and authorized by cardholder and not forged or unauthorized; (f) that the sales transaction shall have been consummated and the sales slip prepared in full compliance with the provisions of the Card Acceptance Guide and the operating regulations and rules of the applicable card association or network organization, as amended from time to time; (g) provided that Merchant has not indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, that none of the sales transactions submitted hereunder represent sales by telephone, or mail, or Internet, or where the card is not physically present at the Merchant's location and swiped through Merchant's terminal, unless Merchant is specifically authorized in writing by Global Direct to submit such sales slips for purchase, (h) to the extent Merchant has indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, Merchant shall not submit such a transaction to Global Direct and Member for processing until the goods and/or services are shipped or performed, as applicable, unless otherwise permitted by the card associations or network organizations, (i) that none of the sales transactions submitted hereunder for purchase represent sales to any principal, partner, proprietor, or owner of Merchant, (j) that, without limiting the generality of the foregoing, each sales transaction submitted hereunder and the handling, retention, and storage of information related thereto, will comply with the rules and regulations of Visa, MasterCard, American Express, Discover, PayPal and any other card association or network organization related to cardholder and transaction information security, including without limitation Payment Card Industry (PCI) Data Security Standards, Visa's Cardholder Information Security Program and MasterCard's Site Data Protection Program, and (k) that all of the information contained in this Card Services Agreement (including the Merchant Application) is true and correct. In the event that any of the foregoing warranties or representations is breached, the affected sales slips or other indebtedness may be refused, or prior acceptance revoked and charged back to the Merchant. Furthermore, if Merchant submits for purchase hereunder a sales transaction that is not the result of a sale of Merchant's goods or services offered to the general public or if Merchant submits any sales transactions for purchase hereunder which represents a sale to any principal, partner, proprietor, or owner of Merchant, such sales transaction may be refused or charged back.

Merchant must notify Global Direct if Merchant elects to use the terminal service of American Express, Novus, or any other third-party provider. If Merchant elects to use a third-party terminal provider, that provider becomes Merchant's agent for the delivery of card transactions to Global Direct via the applicable card-processing network. Global Direct and Member shall have no responsibility for or liability in connection with any hardware, software or services Merchant receives from a third party agent, even if Global Direct collects monies with respect to such hardware, software or services. Neither Global Direct nor Member makes any representation or warranty with respect to such agent's access to or ability to integrate with the products, services, and systems of Global Direct and any such access or ability may terminate at any time and Global Direct shall have no obligation to advise Merchant of such termination. Merchant agrees to assume full responsibility and liability

for any failure of such agent to comply with the operating regulations and rules of the applicable card association or network organization, including without limitation any violation, which results in a chargeback to the Merchant. Global Direct and Member have no responsibility for any card transactions until it receives data for the card transaction in the format required by Global Direct. Merchant also agrees that the obligation hereunder to reimburse the Merchant for the value of the card transactions captured by an agent is limited to the value of the transactions (less applicable fees) received by the card-processing network from the agent.

NEITHER MEMBER, NOR GLOBAL DIRECT, NOR ANY SUPPLIER MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY TERMINAL, ANY EQUIPMENT, SOFTWARE OR SERVICES LEASED, SOLD OR OTHERWISE FURNISHED IN CONNECTION THEREWITH, OR ANY OF THE SERVICES FURNISHED HEREUNDER.

## **11. INDEMNITY.**

Merchant agrees to satisfy directly with the cardholder any claim or complaint arising in connection with the card sale, regardless of whether such claim or complaint is brought by the cardholder, Global Direct, or another party. Merchant agrees to indemnify defend and hold Global Direct, Member and their respective parent companies, subsidiaries and affiliates (including, without limitation, the respective officers, directors, employees, attorneys, shareholders, representatives and agents of all of the foregoing) harmless from and against any and all liabilities, judgments, arbitration awards, settlements, actions, suits, claims, demands, losses, damages, costs (including, but not limited to, court costs and out of pocket costs and expenses), expenses of any and every type, litigation expenses, and attorneys' fees, including, but not limited to, attorneys' fees incurred in any and every type of suit, proceeding, or action, including but not limited to, bankruptcy proceedings, in connection with, by virtue of, or arising from, either directly or indirectly: (a) any card transaction that does not conform to the requirements of this Card Services Agreement, the rules and regulations of any card association or applicable laws; (b) any card transaction or any act or omission of Merchant in connection with a cardholder; (c) Merchant's breach or default or an alleged breach or default of or under any term, covenant, condition, representation, warranty, obligation, undertaking, promise or agreement contained in this Card Services Agreement or in any agreement (whether oral or written) with any cardholder, any agreement with any card association, or in any other agreement with Member or Global Direct, any breach or threatened breach by Merchant of the card association rules and regulations or any violation by Merchant of laws, rules and regulations applicable to Merchant; (d) the rescission, cancellation or avoidance of any card transaction, by operation of law, adjudication or otherwise; (e) any claim, counterclaim, complaint, dispute or defense, including, without limitation claims brought by Merchant, whether or not well founded, with respect to this Card Services Agreement or a card transaction; (f) damages, including, without limitation, those for death or injury caused by the good or service purchased with the card; or (g) for all web based, Internet or electronic commerce transactions including Merchant's insecure transmission of card transaction data and/or storage of cardholder information. For purposes of this Agreement, including the foregoing indemnities, Merchant is responsible and liable for the acts and omissions of its employees, agents and representatives (whether or not acting within the scope of their duties).

## **12. LIMITATION OF LIABILITY.**

- 12.1** NEITHER MEMBER NOR GLOBAL DIRECT SHALL BE LIABLE FOR FAILURE TO PROVIDE THE SERVICES OR DELAY IN PROVIDING THE SERVICES INCLUDING PROCESSING DELAYS OR OTHER NON-PERFORMANCE IF SUCH FAILURE IS DUE TO ANY CAUSE OR CONDITION BEYOND SUCH PARTY'S REASONABLE CONTROL. SUCH CAUSES OR CONDITIONS SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, ACTS OF GOD OR OF THE PUBLIC ENEMY, ACTS OF THE GOVERNMENT IN EITHER ITS SOVEREIGN OR CONTRACTUAL CAPACITY, FIRES, FLOODS, EPIDEMICS, QUARANTINE RESTRICTIONS, STRIKES, RIOTS, WAR, SHORTAGES OF LABOR OR MATERIALS, FREIGHT EMBARGOES, UNUSUALLY SEVERE WEATHER, BREAKDOWNS, OPERATIONAL FAILURES, ELECTRICAL POWER FAILURES, TELECOMMUNICATIONS FAILURES, EQUIPMENT FAILURES, UNAVOIDABLE DELAYS, THE ERRORS OR FAILURES OF THIRD PARTY SYSTEMS, NON-PERFORMANCE OF VENDORS, SUPPLIERS, PROCESSORS OR TRANSMITTERS OF INFORMATION, OR OTHER SIMILAR CAUSES BEYOND SUCH PARTY'S CONTROL.
- 12.2** THE LIABILITY OF GLOBAL DIRECT AND MEMBER FOR ANY LOSS ARISING OUT OF OR RELATING IN ANY WAY TO THIS CARD SERVICES AGREEMENT, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING OUT OF ANY MALFUNCTION OF THE EQUIPMENT OR THE FAILURE OF THE EQUIPMENT TO OPERATE, THE UNAVAILABILITY OR MALFUNCTION OF THE SERVICES, PERSONAL INJURY, OR PROPERTY DAMAGE, SHALL, IN THE AGGREGATE, BE LIMITED TO ACTUAL, DIRECT, AND GENERAL MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED ONE (1) MONTH'S AVERAGE CHARGE PAID BY MERCHANT HEREUNDER (EXCLUSIVE OF INTERCHANGE FEES, ASSESSMENTS, AND ANY OTHER FEES OR COSTS THAT ARE IMPOSED BY A THIRD PARTY IN CONNECTION WITH MERCHANT'S PAYMENT PROCESSING) FOR THE SERVICES DURING THE PREVIOUS TWELVE (12) MONTHS OR SUCH LESSER NUMBER OF MONTHS AS SHALL HAVE ELAPSED SUBSEQUENT TO THE EFFECTIVE DATE OF THIS CARD SERVICES AGREEMENT. THIS SHALL BE THE EXTENT OF GLOBAL DIRECT'S AND MEMBER'S LIABILITY ARISING OUT OF OR RELATING IN ANY WAY TO THIS CARD SERVICES AGREEMENT, INCLUDING ALLEGED ACTS OF NEGLIGENCE, BREACH OF CONTRACT, OR OTHERWISE AND REGARDLESS OF THE FORM IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT AGAINST GLOBAL DIRECT OR MEMBER, WHETHER CONTRACT, TORT, OR OTHERWISE, AND THE FOREGOING SHALL CONSTITUTE MERCHANT'S EXCLUSIVE REMEDY.
- 12.3** UNDER NO CIRCUMSTANCES SHALL GLOBAL DIRECT OR MEMBER BE LIABLE FOR SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, REVENUES AND BUSINESS OPPORTUNITIES, ARISING OUT OF OR RELATING IN ANY WAY TO THIS CARD SERVICES AGREEMENT, INCLUDING BUT NOT LIMITED TO, DAMAGES ARISING OUT OF PLACEMENT OF A MERCHANT'S NAME ON ANY TERMINATED MERCHANT LIST FOR ANY REASON, EVEN IF GLOBAL DIRECT OR MEMBER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Under no circumstances shall Global Direct, or Member be liable for any settlement amounts pertaining to Switched Transactions; Merchant's recourse therefore shall be to the applicable card issuer. Member shall not be responsible or liable to Merchant for any action taken by Member (or the results thereof) that is authorized by this Agreement.



**12.4 IT IS AGREED THAT IN NO EVENT WILL GLOBAL DIRECT OR MEMBER BE LIABLE FOR ANY CLAIM, LOSS, BILLING ERROR, DAMAGE, OR EXPENSE ARISING OUT OF OR RELATING IN ANY WAY TO THIS CARD SERVICES AGREEMENT WHICH IS NOT REPORTED IN WRITING TO GLOBAL DIRECT BY MERCHANT WITHIN SIXTY (60) DAYS OF SUCH FAILURE TO PERFORM OR, IN THE EVENT OF A BILLING ERROR, WITHIN NINETY (90) DAYS OF THE DATE OF THE INVOICE OR APPLICABLE STATEMENT. MERCHANT EXPRESSLY WAIVES ANY SUCH CLAIM THAT IS NOT BROUGHT WITHIN THE TIME PERIODS STATED HEREIN.**

**13. TERM AND TERMINATION.**

This Card Services Agreement shall remain in full force and effect for an initial term of three (3) years. This Card Services Agreement shall be automatically extended for successive one (1) year periods on the same terms and conditions expressed herein, or as may be amended, unless Merchant gives written notice of termination as to the entire Card Services Agreement or a portion thereof at least 60 days prior to the expiration of the initial term or any extension or renewals thereof, in which case this Card Services Agreement will terminate at the end of the then-current term. Notwithstanding anything to the contrary set forth herein, in the event Merchant terminates this Card Services Agreement in breach of this Section 13, the following amount(s) shall be immediately due and payable to Global Direct: the lesser of (a) the maximum amount permitted by state law, and (b) all monthly fees assessed to Merchant under this Card Services Agreement and due to Global Direct for the remainder of the then existing term of the Card Services Agreement, including all minimum monthly fee commitments. Merchant hereby authorizes Global Direct to accelerate the payment of such applicable amount(s) and to deduct such total amount(s) from Merchant's account referenced in Section 5, or to otherwise withhold the total amount(s) from amounts due to Merchant from Global Direct, immediately on or after the effective date of termination. If the Merchant's account does not contain sufficient funds for the debit or the amount cannot be withheld by Global Direct from amounts due to Merchant, Merchant shall pay Global Direct the amount due within ten (10) days of the date of Global Direct's invoice for same. The payment as described here is not a penalty, but rather is hereby agreed by the parties to be a reasonable amount of liquidated damages to compensate Global Direct for its termination expenses and all other damages under the circumstances in which such amounts would be payable. Such amount(s) shall not be in lieu of but in addition to any payment obligations for Services already provided hereunder (or that Global Direct may continue to provide), which shall be an additional cost, and any and all other damages to which Global Direct may be entitled hereunder. Notwithstanding the foregoing, if Merchant provides Global with written notice within forty-five (45) days of Merchant's execution of this Card Services Agreement that it wishes to terminate this Card Services Agreement immediately, Merchant shall not be responsible for the payment of the above-referenced amount(s), but shall be responsible for compliance with all other terms and conditions set forth in this Card Service Agreement, including but not limited to payment for all fees incurred prior to the termination of this Card Services Agreement.

Notwithstanding the foregoing, Global Direct may terminate this Card Services Agreement or any portion thereof upon written notice to Merchant. Furthermore, Global Direct may terminate this Card Services Agreement at any time without notice upon Merchant's default in performing under any provision of this Card Services Agreement, upon an unauthorized conversion of all or any part of Merchant's activity to mail order, telephone order, Internet order, or to any activity where the card is not physically present and swiped through the Merchant's terminal or other card reader, upon any failure to follow the Card Acceptance Guide or any operating regulation or rule of a card association or network organization, upon any misrepresentation by Merchant, upon commencement of bankruptcy or insolvency proceedings by or against the Merchant, upon a material change in the Merchant's average ticket or volume as stated in the Merchant Application, or in the event Global Direct reasonably deems itself insecure in continuing this Card Services Agreement.

In the event that Global Direct and Member breach the terms and conditions hereof, the Merchant may, at its option, give written notice to Global Direct and Member of its intention to terminate this Card Services Agreement unless such breach is remedied within thirty (30) days of such notice. Failure to remedy such a breach shall make this Card Services Agreement terminable, at the option of the Merchant, at the end of such thirty (30) day period unless notification is withdrawn.

Any Merchant deposit of sales or credit slips that is accepted by Global Direct and Member or by a designated depository after the effective date of termination will be returned to Merchant and will not be credited (or debited) to Merchant's account(s). If the deposit has already been posted to Merchant's account(s), said posting will be reversed and the deposit returned to Merchant. Termination of this Card Services Agreement shall not affect Merchant's obligations which have accrued prior to termination or which relate to any indebtedness purchased hereunder prior to termination, including but not limited to chargebacks even if such chargebacks come in after termination. In the event of termination, all equipment leased from, and software provided by, Global Direct including but not limited to im printers, terminals, and printers; all supplies; Card Acceptance Guides; and operating instructions must be returned immediately to Global Direct at Merchant's expense.

**14. RETURNED ITEMS/CHARGEBACKS.**

If a cardholder disputes any transaction, if a transaction is charged back for any reason by the card issuing institution, or if Global Direct or Member has any reason to believe an indebtedness previously purchased is questionable, not genuine, or is otherwise unacceptable, the amount of such indebtedness may be charged back and deducted from any payment due to Merchant or may be charged against any of Merchant's accounts or the Reserve Account (as defined below). Merchant acknowledges and agrees that it is bound by the rules of the card associations and network organizations with respect to any chargeback. Merchant further acknowledges that it is solely responsible for providing Global Direct and Member with any available information to re-present a chargeback and that, regardless of any information it provides or does not provide Global Direct and Member in connection with a chargeback, or any other reason, Merchant shall be solely responsible for the liability related to such chargeback. A list of some common reasons for chargebacks is contained in the Card Acceptance Guide provided, however, that such list is not exclusive and does not limit the generality of the foregoing. If any such amount is uncollectible through withholding from any payments due hereunder or through charging Merchant's accounts or the Reserve Account, Merchant shall, upon demand by Global Direct, pay Global Direct the full amount of the chargeback. Merchant understands that obtaining an authorization for any sale shall not constitute a guarantee of payment, and such sales slips can be returned or charged back to Merchant like any other item hereunder.

**15. RESERVE ACCOUNT.**

At any time, Global Direct and Member may, at their option, establish a reserve account to secure the performance of Merchant's obligations under this Card Services Agreement to such party ("Reserve Account"). The Reserve Account may be funded, at Global Direct's sole discretion, through any or all of the following: (a) Direct payment by Merchant -- At the request of Global Direct or Member, Merchant will deposit funds in the Reserve Account; (b) The proceeds of indebtedness presented for purchase; or (c) The transfer by Global Direct and Member into the Reserve Account of funds withdrawn from any of the accounts referred to in Section 5 or any other accounts, including certificates of deposit, maintained by Merchant or Merchant's guarantor, if any, with any designated

depository or other financial institution. Merchant and Merchant's guarantor hereby grants Member a security interest in all accounts referenced in Section 5 or any other accounts, including certificates of deposits, maintained by Merchant or Merchant's guarantor, if any, with any designated depository or other financial institution and authorizes Global Direct (to the extent authorized by Member) or Member to make such withdrawals at such times and in such amounts as it may deem necessary hereunder. Merchant and Merchant's guarantor hereby instruct said financial institutions to honor any requests made by Global Direct and Member under the terms of this provision. Merchant and Merchant's guarantor will hold harmless the financial institutions and indemnify them for any claims or losses they may suffer as a result of honoring withdrawal requests from Global Direct and Member.

Merchant hereby agrees that Global Direct and Member may deduct from this Reserve Account any amount owed to such party in accordance with this Card Services Agreement. Any funds in the Reserve Account may be held until the later of (a) the expiration of any potentially applicable chargeback rights in respect of purchased indebtedness under the rules and regulations of the card associations or network organizations and (b) the period necessary to secure the performance of Merchant's obligations under this Card Services Agreement, which holding period may extend beyond termination of this Card Services Agreement. Merchant will not receive any interest on funds being held in a Reserve Account and Merchant has no right to access the funds being held in the Reserve Account or otherwise transfer, pledge or use these funds for its own purposes. Without limiting the generality of the foregoing, Merchant shall, upon termination of this Card Services Agreement, maintain the sum of at least five percent (5%) of gross sales for the 90 day period prior to termination to be held in a Reserve Account in accordance with the terms of this Card Services Agreement. Global may, at its discretion upon termination of this Card Services Agreement, require that the Merchant maintain more than five percent (5%) of gross sales for the 90 day period prior to termination in a Reserve Account.

## **16. DEFAULT/SECURITY INTEREST.**

Upon failure by Merchant to meet any of its obligations under this Card Services Agreement (including funding the Reserve Account), any of the accounts referred to in Section 5 or any other accounts belonging to Merchant, Merchant's affiliated entities, or Merchant's guarantor held by any designated depository (or by any other financial institution) may be debited without notice to Merchant, and Merchant (on behalf of itself and its affiliated entities) hereby grants to Member, Global Direct a lien and security interest in all of Merchant's right, title and interest in or to any of the following assets or properties: (a) all of the accounts referenced in the preceding sentence, (b) the Reserve Account, (c) any rights to receive credits or payments under this Card Services Agreement and (d) all deposits and other property of Merchant that Member or its affiliates possess or maintain (including all proceeds of the foregoing). Merchant shall execute, acknowledge or deliver any documents or take any actions Member, Global Direct may from time to time request to better assure, preserve, protect, perfect, maintain or enforce this security interest. To the extent permitted by law, Merchant irrevocably authorizes Member, Global Direct to file any financing statements (at Merchant's expense) in any relevant jurisdiction or any other documents or instruments related to this security interest. Merchant represents and warrants that (a) Merchant has good and valid rights and title to the property described herein, (b) Merchant has full power and authority to grant to Member the security interest pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Card Services Agreement, without the consent or approval of any other person or entity, (c) no other person or entity has a security interest or lien in any of the property described herein and (d) this security interest is a first lien security interest and secures Merchant's obligations to Member under this Card Services Agreement. Member shall have all rights of a secured party and Merchant must obtain the prior written consent of Member before granting any subsequent security interest or lien in the property described herein. Merchant agrees that it is Merchant's intent that these accounts and secured property shall to the extent allowed by applicable law not be subject to any preference, claim, or stay by reason of any bankruptcy or insolvency law. Merchant agrees to act consistently with the understanding that said accounts and secured property under this Card Services Agreement are free of all such preferences, claims or stays by reason of and as allowed by any such law. The scope of the security interest, and Merchant's (on behalf of itself and its affiliated entities) and Merchant's guarantor's instructions to its financial institutions to accept withdrawal requests from Global Direct, Member, and Merchant's agreement to hold such institutions harmless and to indemnify them are described above in Section 15.

Merchant also agrees that, in the event of a default by Merchant, Member has a right of setoff and may apply any of Merchant's balances or any other monies due Merchant from Member towards the payment of amounts due from Merchant under the terms of this Card Services Agreement. The rights stated herein are in addition to any other rights Global Direct, Member may have under applicable law.

## **17. DISPUTE RESOLUTION – ARBITRATION AND CLASS ACTION WAIVER**

**NOTE: PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS AND THE RESOLUTION OF DISPUTES**

- 17.1 MANDATORY ARBITRATION: ANY DISPUTE OR CLAIM ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS CARD SERVICES AGREEMENT OR THE RELATIONSHIPS WHICH RESULT FROM THIS CARD SERVICES AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION, RATHER THAN IN COURT; HOWEVER, YOU MAY ASSERT CLAIMS IN SMALL CLAIMS COURT IF (1) THE CLAIMS QUALIFY FOR SMALL CLAIMS COURT; (2) THE MATTER REMAINS IN SMALL CLAIMS COURT AT ALL TIMES; AND (3) THE MATTER PROCEEDS ONLY ON AN INDIVIDUAL (NOT A CLASS OR REPRESENTATIVE BASIS). ARBITRATION DOES NOT PROCEED BEFORE A JURY AND MAY INVOLVE MORE LIMITED DISCOVERY THAN A COURT PROCEEDING. ANY ARBITRATION UNDER THIS CARD SERVICES AGREEMENT WILL ONLY BE ON AN INDIVIDUAL BASIS. CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT PERMITTED.** The arbitrator's award or decision will not affect issues or claims involved in any proceeding between Global Direct or Member and any person or entity who is not a party to the arbitration. The arbitrator may award monetary, declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. The arbitrator's award, if any, will not apply to any person or entity that is not a party to the arbitration. However, nothing in this Section or this Card Services Agreement shall preclude any party from bringing issues to the attention of federal, state or local agencies. Such agencies can, if the law allows, seek relief on your behalf. Further, notwithstanding the foregoing, nothing in this Section or this Agreement prohibits a party from applying to a court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other equitable relief. The Federal Arbitration Act (9 U.S.C. § 1 et seq.) governs the interpretation and enforcement of the arbitration provisions of this section. Arbitration will be administered by JAMS ([www.jamsadr.com](http://www.jamsadr.com)). For claims greater than \$250,000, the JAMS Comprehensive Arbitration Rules and Procedures in effect at the time the arbitration is commenced will apply (if no such rules are in effect, JAMS default arbitration rules shall apply). For claims equal to or less than \$250,000, the JAMS Streamlined Arbitration Rules and Procedures in effect at the time the arbitration is commenced will apply (if no such rules are in

effect, JAMS default arbitration rules shall apply). Unless the arbitrator(s) determine that justice or fairness require otherwise: (i) any arbitration will proceed in Atlanta, Georgia (although, for the convenience of the Merchant or guarantor (as applicable), any party or its counsel may participate telephonically); and (ii) the arbitrator(s) will oversee limited discovery, taking into account the amount in controversy and the parties' desire to keep proceedings cost-effective and efficient. Any decision rendered in any arbitration proceeding shall be final and binding on each of the parties to the arbitration and judgment may be entered thereon in any court of competent jurisdiction. The parties will maintain the confidential nature of the arbitration proceeding except as may be necessary to enforce any award or to comply with applicable law.

If the total damage claims in an arbitration are \$10,000 or less, not including the Merchant's attorney fees ("Small Arbitration Claim"), the arbitrator may, if the Merchant prevails, award the Merchant reasonable attorney fees, expert fees and costs (separate from Arbitration Costs as defined below), but may not grant Global Direct or Member its attorney fees, expert fees or costs (separate from Arbitration Costs) unless the arbitrator determines that the Merchant's claim was frivolous or brought in bad faith. In a Small Arbitration Claim case, Global Direct will pay all arbitration filing, administrative and arbitrator costs (together, "Arbitration Costs"). The Merchant must submit any request for payment of Arbitration Costs to JAMS at the same time the Merchant submits its Demand for Arbitration. However, if the Merchant wants Global Direct to advance the Arbitration Costs for a Small Arbitration Claim before filing, Global Direct will do so at the Merchant's written request which must be sent to Global Direct at the address set forth in the Notices section (Section 22) herein below.

If the Merchant's total damage claims in an arbitration exceed \$10,000, not including the Merchant's attorney fees ("Large Arbitration Claim"), the arbitrator may award the prevailing party its reasonable attorneys' fees and costs, or it may apportion attorneys' fees and costs between the Merchant and Global Direct (such fees and costs being separate from Arbitration Costs). In a Large Arbitration Claim case, if the Merchant is able to demonstrate that the Arbitration Costs will be prohibitive as compared to the costs of litigation, Global Direct will pay as much of the Arbitration Costs as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive.

Merchant hereby agrees that claims applicable to American Express may be resolved through arbitration as further described in the American Express Merchant Requirements Guide (the "American Express Guide").

- 17.2 Choice of Forum: A court, not the arbitrator, will decide any questions regarding the validity, scope and/or enforceability of Section 17.1. Any litigated action (as opposed to an arbitration) regarding, relating to or involving the validity, scope and/or enforceability of Section 17.1, or otherwise, shall be brought in either the courts of the State of Georgia sitting in Fulton County or the United States District Court for the Northern District of Georgia, and Merchant and guarantor (if applicable) expressly agree to the exclusive jurisdiction of such courts. Merchant and guarantor (if applicable) hereby agree and consent to the personal jurisdiction and venue of such courts, and expressly waive any objection that Merchant or guarantor might otherwise have to personal jurisdiction or venue in such courts.
- 17.3 Class Action Waiver: MERCHANT AND GUARANTOR (IF APPLICABLE) ACKNOWLEDGE AND AGREE THAT ALL DISPUTES ARISING OUT OF OR RELATED TO THIS CARD SERVICES AGREEMENT SHALL BE RESOLVED ON AN INDIVIDUAL BASIS WITHOUT RESORT TO ANY FORM OF CLASS ACTION AND SHALL NOT BE CONSOLIDATED WITH THE CLAIMS OF ANY OTHER PARTIES. MERCHANT AND GUARANTOR (IF APPLICABLE) FURTHER AGREE TO WAIVE, AND HEREBY WAIVE, THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR TO LITIGATE OR ARBITRATE ON A CLASS-WIDE BASIS.



## **18. AMENDMENTS.**

This Card Services Agreement may be amended only in writing signed by Global Direct, Member, and Merchant, except that (a) the Card Acceptance Guide and any and all fees, charges, and/or discounts (including without limitation surcharges) may be changed immediately, or (b) Global Direct may mail Merchant either (i) a notice describing amendments to this Card Services Agreement or new services to be provided or fees to be charged to Merchant or (ii) an entirely new agreement, which notice, amendments or new agreement will be binding upon Merchant if it deposits sales or credit slips after the effective date of such amendment or new agreement set forth in Global Direct's notice.

## **19. WAIVER.**

No provision of this Card Services Agreement shall be deemed waived by any party unless such waiver is in writing and signed by the party against whom enforcement is sought. No failure to exercise, and no delay in exercising on the part of any party hereto, any right, power or privilege under this Card Services Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Card Services Agreement preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

## **20. EXCHANGE OF INFORMATION.**

Merchant authorizes Global Direct to order a credit report on Merchant or any owner, officer, shareholder, partner, proprietor, managing agent or guarantor of Merchant. Merchant hereby authorizes Member or any depository institution to release any financial information concerning Merchant or its accounts to Global Direct. Subsequent credit reports may be ordered in connection with updating, renewing or continuing this Card Services Agreement. Upon the written request of any individual who is the subject of a consumer credit report, Global Direct will provide the name and address of the consumer credit reporting agency furnishing such report, if any. Global Direct may exchange information about Merchant, Merchant's owners, principals, partners, proprietors, officers, shareholders, managing agents and guarantors with Member, other financial institutions and credit card associations, network organizations and any other party. Merchant hereby authorizes Global Direct to disclose information concerning Merchant's activity to any card association, network organizations, or any of their member financial institutions, or any other party without any liability whatsoever to Merchant.

## **21. GENERAL.**

If any provision of this Card Services Agreement or portion thereof is held to be unenforceable, such a determination will not affect the remainder of this Card Services Agreement. Paragraph headings are included for convenience only and are not to be used in interpreting this Card Services Agreement.

## **22. NOTICES.**

All notices required by this Card Services Agreement shall be in writing and shall be sent by facsimile, by overnight carrier, or by regular or certified mail. All notices sent to Global Direct or Member shall be effective upon actual receipt by the Corporate Secretary of Global Payments Direct, Inc.- 3550 Lenox Road NE, Suite 3000, Atlanta GA 30326. Any notices sent to Merchant shall be effective upon the earlier of actual receipt or upon sending such notice to the address provided by Merchant in the Merchant Application or to any other e-mail or physical address to which notices, statements and/or other communications are sent to the Merchant hereunder. The parties hereto may change the name and address of the person to whom notices or other documents required under this Card Services Agreement must be sent at any time by giving written notice to the other party.

## **23. MERGER.**

This Card Services Agreement, including these Card Services Terms & Conditions and the Merchant Application, constitutes the entire agreement between Merchant, Global Direct, and Member and supersedes all prior memoranda or agreements relating thereto, whether oral or in writing.

## **24. EFFECTIVE DATE.**

This Card Services Agreement shall become effective only upon acceptance by Global Direct and Member, or upon delivery of indebtedness at such locations as designated by Global Direct for purchase, whichever event shall first occur.

## **25. DESIGNATION OF DEPOSITORY.**

The financial institution set forth in the Merchant Application is designated by Merchant as a depository institution ("Depository") for its credit card indebtedness. Such financial institution must be a member of an Automated Clearing House Association. Merchant authorizes payment for indebtedness purchased hereunder to be made by paying Depository therefore with instructions to credit Merchant's accounts. Depository, Member, and/or Global Direct may charge any of Merchant's accounts at Depository for any amount due under this Card Services Agreement.

Global Direct must approve in writing any proposed changes to the account numbers or to the Depository. Merchant hereby authorizes Depository to release any and all account information to Global Direct as Global Direct may request without any further authorization, approval or notice from or to Merchant.

## **26. FINANCIAL ACCOMMODATION.**

The acquisition and processing of sales slips hereunder is a financial accommodation and, as such, in the event Merchant becomes a debtor in bankruptcy, this Card Services Agreement cannot be assumed or enforced, and Global Direct and Member shall be excused from performance hereunder.

## **27. DEBIT / ATM PROCESSING SERVICES: ADDITIONAL TERMS AND CONDITIONS.**

Debit Sponsor shall act as Merchant's sponsor with respect to the participation of point-of-sale terminals owned, controlled, and/or operated by Merchant (the "Covered Terminals") in each of the following debit card networks ("Networks"): Accel, AFFN, Alaska Option, CU24, Interlink, Maestro, NYCE, Pulse, Shazam, Star, and Tyme, which Networks may be changed from time-to-time by Debit Sponsor or Global Direct without notice. Merchant may also have access to other debit networks that do not require a sponsor. Global Direct will provide Merchant with the ability to access the Networks at the Covered Terminals for the purpose of authorizing debit card transactions from cards issued by the members of the respective Networks.

Global Direct will provide connection to such Networks, terminal applications, settlement, and reporting activities. Merchant will comply with all federal, state, and local laws, rules, regulations, and ordinances ("Applicable Laws") and with all by-laws, regulations, rules, and operating guidelines of the Networks ("Network Rules"). Merchant will execute and deliver any application, participation, or membership agreement or other document necessary to enable Debit Sponsor to act as sponsor for Merchant in each Network. Merchant agrees to utilize the debit card Services in accordance with the Card Services Agreement, its exhibits or attachments, and Global Direct's instructions and specifications (including but not limited to the Card Acceptance Guide which is incorporated into and made a part of this Card Services Agreement), and to provide Global Direct with the necessary data in the proper format to enable Global Direct to properly furnish the Services. Copies of the relevant agreements or operating regulations shall be made available to Merchant upon request.

Merchant shall not in any way indicate that Debit Sponsor endorses Merchant's activities, products, or services. Debit Sponsor and Merchant are and shall remain independent contractors of one another, and neither they, nor their respective individual employees, shall have or hold themselves out as having any power to bind the other to any third party. Nothing contained in this Section shall be construed to create or constitute a partnership, joint venture, employer-employee, or agency relationship between Debit Sponsor and Merchant.

In the event that Debit Sponsor's sponsorship of Merchant in any Network is terminated prior to the termination of the Card Services Agreement, Global Direct may assign Debit Sponsor's rights and obligations hereunder to a third party. All provisions in this Section necessary to enforce the rights and obligations of the parties contained in this Section shall survive the termination of Debit Sponsor's debit sponsorship of Merchant under the Card Services Agreement. Debit Sponsor may assign this Agreement to any parent, subsidiary, affiliate, or successor-in-interest.

## **28. MERCHANT ACCEPTANCE OF EBT TRANSACTIONS: ADDITIONAL TERMS AND CONDITIONS.**

Merchant agrees to issue Benefits to Recipients in accordance with the procedures specified herein, and in all documentation and user guides provided to Merchant by Global Direct, as amended from time-to-time (including but not limited to the Card Acceptance Guide which is incorporated into and made a part of this Card Services Agreement); and pursuant to the Quest Operating Rules (the "Rules"), as amended from time-to-time, issued by the National Automated Clearing House Association as approved by the Financial Management Service of the U.S. Treasury Department. Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed them in the Rules. Merchant will provide each recipient a receipt of each Benefit issuance. Merchant will be solely responsible for Merchant's issuance of Benefits other than in accordance with authorizations. Merchant agrees to comply with all the requirements, laws, rules and regulations pertaining to the delivery of services to Benefit Recipients and Benefit Recipient confidentiality. If Merchant issues FS Benefits under this Card Services Agreement, Merchant represents and warrants to Global Direct that Merchant is an FNS-authorized "Merchant" (as such term is defined in the Rules) and is not currently suspended or disqualified by FNS. Merchant agrees to secure and maintain at its own expense all necessary licenses, permits, franchises, or other authorities required to lawfully effect the issuance and distribution of Benefits under this Card Services Agreement, including without limitation, any applicable franchise tax certificate and non-governmental contractor's certificate, and covenants that Merchant will not issue Benefits at any time during which Merchant is not in compliance with the requirements of any applicable law. Merchant agrees to hold Global Direct harmless from any costs of compliance or failure to comply with any such obligation by Merchant. Global Direct may terminate or modify the provision of Services to Merchant if any of Global Direct's agreements with government EBT agencies are terminated for any reason or if any party threatens to terminate services to Global Direct due to some action or inaction on the part of Merchant. If any of these Card Services Terms & Conditions are found to conflict with Federal or State law, regulation or policy of the Rules, these Card Services Terms & Conditions are subject to reasonable amendment by Global Direct, the State or its EBT Service Provider to address such conflict upon ninety (90) days written notice to Merchant, provided that Merchant may, upon written notice, terminate the Card Services Agreement upon receipt of notice of such amendment. Nothing contained herein shall preclude the State from commencing appropriate administrative or legal action against Merchant or for making any referral for such action to any appropriate Federal, State, or local agency. Any references to "State" herein shall mean the State in which Merchant issues Benefits pursuant hereto. If Merchant issues Benefits in more than one State pursuant hereto, then the reference shall mean each such State severally, not jointly.

## **29. DECLINE MINIMIZER SERVICES.**

In the event that Merchant elects to use Global Direct's Decline Minimizer Service (as defined herein below), the following terms apply. Merchant represents and warrants that its business is of such a nature that it periodically needs to receive updated cardholder account information and that Merchant does not belong to any high-risk categories as determined by any Card Schemes. In consideration of Merchant's payment of any fees and charges set forth herein, Global Direct agrees to provide to Merchant certain Card decline minimizer services facilitated by applicable card associations, which services are designed to assist merchants in recurring payment industries with maintenance of current cardholder account data (such services, the "Decline Minimizer Services"). The Decline Minimizer Services are subject to availability as determined by the card associations. Merchant acknowledges that a card association may terminate or suspend Global Direct's ability or right to provide the Decline Minimizer Services, and Global Direct may terminate its obligations with respect to the Decline Minimizer Service at any time upon notice to Merchant. The Decline Minimizer Services may be subject to additional terms, conditions, and/or fees, notice of which shall be provided to Merchant accordance with this Agreement.

## **30. DISCOVER PROGRAM MARKS.**

Merchant is hereby granted a limited non-exclusive, non-transferable license to use Discover brands, emblems, trademarks, and/or logos that identify Discover cards ("Discover Program Marks"). Merchant is prohibited from using the Discover Program Marks other than as expressly authorized in writing by Global Direct. Merchant shall not use the Discover Program Marks other than to display decals, signage, advertising and other forms depicting the Discover Program Marks that are provided to Merchant by Global Direct pursuant to this Card Services Agreement or otherwise approved in advance in writing by Global Direct. Merchant may use the Discover Program Marks only to promote the services covered by the Discover Program Marks by using them on decals, indoor and outdoor signs, advertising materials and marketing materials; provided that all such uses by Merchant must be approved in advance by Global Direct in writing. Merchant shall not use the Discover Program Marks in such a way that customers could believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the Discover Program Marks. Merchant recognizes that it has no ownership rights in the Discover Program Marks and shall not assign to any third party any of the rights to use the Discover Program Marks.

## **31. PAYPAL MARKS.**

PayPal Marks means the brands, emblems, trademarks, and/or logos that identify PayPal Acceptance. Merchant shall not use the PayPal Marks other than to display decals, signage, advertising, and other forms depicting the PayPal Marks that are provided to Merchant by Global Direct pursuant to the Merchant Program or otherwise approved in advance in writing by Acquirer. Merchant may use the PayPal Marks only to promote the services covered by the PayPal Marks by using them on decals, indoor and outdoor signs, advertising materials and marketing materials; provided that all such uses by Merchant must be approved in advance by Global Direct in writing. Merchant shall not use the PayPal Marks in such a way that customers could believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the PayPal Marks. Merchant recognizes that it has no ownership rights in the PayPal Marks. Merchant shall not assign to any third party any of the rights to use the PayPal Marks. Merchant is prohibited from using the PayPal Marks, not permitted above, unless expressly authorized in writing by PayPal.

## **32. AMERICAN EXPRESS CARD ACCEPTANCE.**

Merchant hereby acknowledges and agrees that for purposes of acceptance of American Express, the American Express Guide is hereby incorporated by reference into this Card Services Agreement. In addition, Merchant agrees to comply with the terms of all other security and operational guides published by American Express from time to time, including the American Express Data Security Requirements. Merchant hereby authorizes Global Direct to submit American Express transactions to, and receive settlement from, American Express on behalf of Merchant. Merchant must accept the American Express card as payment for goods and services (other than those goods and services prohibited under the American Express Guide sold, or (if applicable) for charitable contributions made,

at all of its establishments, except as expressly permitted by state statute. Merchant is jointly and severally liable for the obligations of Merchant's establishments under the Card Services Agreement. For the avoidance of doubt, "cardholder" as used in this Card Services Agreement shall include Card Members as defined in the American Express Guide.

Merchant hereby acknowledges and agrees that (i) Global Direct may disclose American Express Transaction Data (which for purposes of this Section 32 shall have the same definition as "Transaction Data" in the American Express Guide), Merchant Data (as defined below), and other information about Merchant to American Express, (ii) American Express may use such information to perform its responsibilities in connection with the American Express Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purpose, including marketing purposes, and (iii) American Express may use the information obtained in this application at the time of setup to screen and/or monitor Merchant in connection with American Express Card marketing and administrative purposes. If Merchant has provided a wireless phone number in connection with this Card Services Agreement, Merchant hereby agrees that it may be contacted at that number and the communications sent may include autodialed text messages or automated prerecorded calls. If Merchant has provided a fax number, Merchant hereby agrees that it may be sent fax communications. To opt out of American Express-related marketing communications, Merchant may contact Global Direct customer service as described in this Card Services Agreement. For purposes of this Section 32, "Merchant Data" means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of Merchant and similar identifying information about Merchant. For clarification, Merchant Data does not include American Express Transaction Data.

Merchant hereby agrees that, in the event that Merchant becomes a High Charge Volume Merchant (as defined below), Merchant will be converted from the American Express Program to a direct American Express Card acceptance relationship with American Express, and upon such conversion, (i) Merchant will be bound by American Express' then-current card acceptance agreement, and (ii) American Express will set pricing and other fees payable by Merchant for American Express Card acceptance. "High Charge Volume Merchant" for purposes of this Section 32 means an American Express Program Merchant with either (i) greater than \$1,000,000 in American Express charge volume in a rolling twelve (12) month period or (ii) greater than \$100,000 in American Express charge volume in any three (3) consecutive months. For clarification, if Merchant has multiple establishments, the American Express charge volume from all establishments shall be summed to together when determining whether Merchant has exceeded the thresholds above.

Merchant shall not assign to any third party any American Express-related payments due to it under this Card Services Agreement, and all indebtedness arising from American Express Charges (as defined below) will be for bona fide sales of goods and services (or both) at its establishments (as defined below) and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express transaction receivables to Global Direct, its affiliated entities and/or any other cash advance funding source that partners with Global Direct or its affiliated entities, without consent of American Express.

In connection with Merchants acceptance of American Express, Merchant agrees to comply with and be bound by, the rules and regulations imposed by the Payment Card Industry (PCI) Security Standards Council (including without limitation the PCI Data Security Standard). Merchant hereby agrees to report all actual or suspected Data Incidents (as such term is defined in the American Express Data Security Requirements) immediately to Global Direct and American Express immediately upon discovery thereof.

Merchant hereby agrees that American Express shall have third party beneficiary rights, but not obligations, to enforce the Card Services Agreement against Merchant to the extent applicable to American Express processing. Merchant's termination of American Express card acceptance shall have no direct or indirect effect on Merchant's rights to accept other card brands. To terminate American Express acceptance, Merchant may contact Global Direct customer service as described in this Card Services Agreement.

Without limiting any other rights provided herein, Global Direct shall have the right to immediately terminate Merchant's acceptance of American Express cards upon request of American Express. Merchant may not bill or collect from any American Express Card Member for any purchase or payment on the American Express card unless a chargeback has been exercised, Merchant has fully paid for such charge, and it otherwise has the right to do so. Merchant shall use the American Express brand and marks in accordance with the requirements set forth in the American Express Guide.

### **33. ELECTRONIC SIGNATURES.**

Under the Electronic Signatures in Global and National Commerce Act (E-Sign), this Card Services Agreement and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature when (1) your electronic signature is associated with the Card Services Agreement and related documents, (2) you consent and intend to be bound by the Card Services Agreement and related documents, and (3) the Card Services Agreement is delivered in an electronic record capable of retention by the recipient at the time of receipt (i.e., print or otherwise store the electronic record). This Card Services Agreement and all related electronic documents shall be governed by the provisions of E-Sign.

By pressing Submit, you agree (i) that the Card Services Agreement and related documents shall be effective by electronic means, (ii) to be bound by the terms and conditions of this Card Services Agreement and related documents, (iii) that you have the ability to print or otherwise store the Card Services Agreement and related documents, and (iv) to authorize us to conduct an investigation of your credit history with various credit reporting and credit bureau agencies for the sole purpose of determining the approval of the applicant for merchant status or equipment leasing. This information is kept strictly confidential and will not be released.

### **34. SURCHARGES/OTHER FEES.**

Merchant pricing appears in the Card Services Fee Schedule of the Merchant Application. T&E merchants (airline, car rental, cruise line, fast food, lodging, restaurant, travel agent, transportation) may have separate rates quoted for consumer and commercial (business) transactions. Transactions that do not clear as priced are subject to surcharges (as outlined in Merchant Application) that are billed back to you on your monthly statement. The most predominant market sectors and transactions types for surcharges appear below, however, such sectors and transaction types are not comprehensive and are subject to change. Most surcharges can be avoided by using a product that supports authorization and market data requirements established by the card associations and that are subject to change from time to time.



Some surcharges occur on specific types of cards (including without limitation Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card, and "foreign" cards issued outside the United States). Unless your Card Services Fee Schedule specifically addresses commercial cards (i.e., Business Cards, Corporate Cards, Fleet Cards, GSA Cards, Purchase Cards), you will be billed back for the higher cost of acceptance of commercial cards, unless you are primarily a business-to-business supplier with corresponding pricing based on acceptance of commercial cards. The card associations require that information from the original authorization, including a lifecycle identifier, be retained and returned with subsequent authorizations and/or the settled transaction data. The card associations validate this information as part of the clearing and settlement process. If authorization data is not retained and returned at settlement, then the transaction will not clear as priced and will incur a surcharge. For more information concerning surcharging and to view market data, you may wish to check the Global Direct website ([www.globalpaymentsinc.com](http://www.globalpaymentsinc.com)) for best practices information and to license Global Access @dvantage (GA@) or Business View for transaction detail review.

The items listed in this Section 34 are not and are not intended to be a comprehensive list of all instances in which surcharges may apply. Surcharges may apply in additional situations. All surcharges may include additional fees assessed by the applicable card association and Member or Global Direct.

In addition, Merchant may be assessed additional fees which will be in addition to the fees stated on the Merchant Application, including the following:

Merchant will also be assessed (a) Cross-Border fees and a U.S. Acquirer Support fee for international MasterCard and Maestro transactions. (b) an International Service Assessment fee and International Acquirer fee for international Visa transactions, and (c) an International Processing fee and International Service fee for international Discover transactions. These fees, which are applicable to transactions between Merchant and a non-U.S. MasterCard, Maestro, Visa, American Express, or Discover cardholder will be displayed as a separate item on Merchant's monthly statement and may include fees assessed by both the applicable card association and Member or Global Direct.

Merchant will also be assessed per transaction access or participation fees and assessment rates for Visa, MasterCard, American Express, Discover and PayPal transactions, which will be displayed as a separate item on Merchant's monthly statement and may include fees by both the applicable card association and Member or Global Direct.

Merchant will also be assessed a Discover Network Authorization Fee.

Merchant may also be assessed a PCI DSS Compliance fee, which will appear as a separate item on Merchant's monthly statement. This fee is assessed by Member and Global Direct in connection with Member and Global Direct's efforts to comply with the PCI Data Security Standard and does not ensure Merchant's compliance with the PCI Data Security Standard or any law, rule or regulation related to cardholder data security. The payment of such fee shall not relieve Merchant of its responsibility to comply with all rules and regulations related to cardholder data security, including without limitation the PCI Data Security Standard. Merchant may also be assessed a PCI DSS Non-Compliance fee until they validate compliance or confirm they are using a PA DSS Validated payment application.

Merchant will also be assessed the following fees on or related to Visa transactions: the Visa Misuse of Authorization System fee, which will be assessed on authorizations that are approved but never settled with the Merchant's daily batch, the Visa Zero Floor Limit Fee, which will be assessed on settled transactions that were not authorized, the Visa Zero Dollar Verification fee, which will be assessed on transactions where Merchant requested an address verification response without an authorization, the Visa Transaction Integrity fee, which will be assessed on Visa signature debit and prepaid transactions that fail to meet processing and transaction standards defined by Visa, and a monthly fee based on the number of card present Merchant locations by Merchant taxpayer identification number and/or all Visa volume processed by a Merchant's taxpayer identification number. Merchant will also be assessed a MasterCard CVC2 Transaction fee and the MasterCard Misuse of Authorization System fee, which will be assessed on authorizations that are approved but never settled with the Merchant's daily batch or not properly reversed within 120 days, and an acceptance and licensing fee that will be applied to the Merchant's total U.S. MasterCard sales volume. These fees will be displayed as separate items on Merchant's monthly statement, provided that the acceptance and licensing fee may be included with Merchant's MasterCard assessment fees, and may include fees assessed by both the applicable card association and Member or Global Direct.

## **SURCHARGES FOR PREDOMINANT MARKET SECTORS**

### **Retail/Restaurant Electronic Merchant**

If you are a Retail Merchant or a Restaurant Merchant with retail-only pricing (no Business Card Rate) and utilize a certified terminal product or electronic system or the payment application provided by Global Direct or its partner, which is designed for authorization and settlement through Global Direct, each consumer card transaction you submit which meets all of the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, including without limitation retail commercial card transactions in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and all Commercial Cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application

- Obtain a single electronic authorization with magnetic strip read or contactless data capture (electronic imprint) at the time of sale.
- Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible for No Signature Required [NSR] program).
- Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions unless a Restaurant (MCC 5812), Fast Food (MCC 5814), Service Station (MCC 5541) or, Bar/Tavern (MCC 5513), Beauty/Barber Shop (MCC 7230), or Taxi/Limousines (MCC 4121).
- The electronic authorization amount must be equal to the transaction amount on Discover retail transactions except that Taxi Limousines (MCC 4121) and Beauty/Barber Shop (MCC 7230) merchant transactions may vary up to 20%. Restaurant (MCC 5812), Fast Food (MCC 5814), Service Station (MCC 5541) or Bar/Tavern (MCC 5513) transactions may vary by more than 20% from the electronic authorization without incurring surcharges.

### Restaurant Electronic Merchant

If you are a Restaurant Merchant MCC 5812 or Fast Food Merchant MCC 5814 and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each consumer card transaction you submit which meets all of the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Commercial Card transactions that meet these requirements will be subject to the Business Card rate quoted in the Fee Schedule. Commercial Card transactions not processed in accordance with these requirements will be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a single electronic authorization with magnetic strip read or contactless data capture (electronic imprint) at the time of sale.
- Obtain a cardholder signature (unless transaction is eligible for NSR program).
- Settle and transmit batches same day via your terminal/electronic system.

### Supermarket Electronic Merchant

If you are an approved (certified) supermarket merchant and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate(s) quoted for Supermarket Credit Card and Supermarket Check Card. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and commercial cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic strip read (card swipe/contactless data capture/electronic imprint) at the time of sale.
- Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible for NSR program).
- Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions.

### Emerging Market Electronic Merchant

If you qualify as an Emerging Market Merchant (as defined by Association guidelines from time to time) and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all the following requirements will be priced at the rates quoted. Any other transaction, including commercial card transactions, Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card, and non-magnetic stripe read foreign transactions will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. In addition, each Visa transaction not processed as outlined, but transmitted same day or next day via your terminal/electronic system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a single electronic authorization.
- Settle and transmit batches same day via your terminal/electronic system.
- Provide market data as required. See Note.

NOTE: If card is not present and a magnetic stripe read does not occur, then Merchant may be required to comply with "Direct Marketer" market data requirements including AVS request on cardholder billing address at time of authorization. If card is present and cardholder signature is obtained, however the magnetic stripe is damaged, then Merchant may be required to obtain AVS match on cardholder billing address zip code.

### MOTO Electronic Merchant

If you are a MOTO Merchant (non-magnetic swipe read transactions), and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate quoted. Any other transaction, including all foreign transactions and commercial card transactions in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain an electronic authorization and settle for authorized amounts (one reversal permitted on Visa transactions to make authorization amount equal to settle amount).
- Address Verification Request in authorization on cardholder billing address. For Discover transactions, Merchant must obtain full address verification request on street number and/or 9 digit postal code.
- CID verification for Discover merchants on non-recurring transactions.
- Purchase date (settled date) is ship date.
- Send order number with each transaction.
- Settle and transmit batches same day via your terminal/electronic system.
- Send level 3 data (line item detail, sales tax, customer code) with every eligible commercial card transaction.

NOTE: Card Not Present transactions involving one-time, recurring, or installment bill payment transactions are subject to additional card association requirements which must be complied with to avoid surcharges. Electronic commerce transaction requirements are also subject to additional card association requirements which must be complied with to avoid surcharges. Please refer to Card Acceptance Guide for additional requirements.

NOTE: Transactions which utilize our TouchTone Capture system for authorizations and settlement, settle beyond 48 hours, or are not transmitted via the TouchTone Capture system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

### Public Sector Electronic Merchant

If you are an approved (certified) public sector merchant and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate(s) quoted for Public Sector. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and commercial cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic strip read (card swipe/contactless data capture/electronic imprint) at the time of sale.
- Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible for NSR program).
- Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions.

### Purchase Card Electronic Merchant

If you are a Purchase Card Merchant (non-magnetic swipe read transactions) and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets the following requirements will be priced at the rate quoted. Each Visa transaction not processed as outlined, but transmitted same day or next day via your terminal/electronic system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Each Visa business and commercial card transaction will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Any other transaction that does not meet the following requirements, including without limitation foreign transactions, tax-exempt Visa Commercial transactions, Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain an electronic authorization and settle for authorized amounts (one reversal permitted on Visa transactions to make authorization amount equal to settled amount).
- Address Verification Request in authorization on cardholder billing address.
- Purchase date (settled date) is ship date.
- Send order number (customer code) with each transaction.
- Send tax amount with every transaction.
- Send Level 3 data (line item detail) with every eligible commercial card transaction. Sales tax exempt transactions will not be considered to meet these requirements unless they include Level 3 data (line item detail).
- Settle and transmit batches same day via your terminal/electronic system.

### Lodging/Auto Rental Electronic Merchant

If you are a Lodging or Auto Rental Merchant utilizing a terminal or electronic system for authorization and settlement through Global Direct, each consumer card transaction you submit which meets the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, including without limitation non-magnetic stripe read foreign transactions, and transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Commercial Card transactions that meet these requirements will be subject to the Business Card rate quoted in the Fee Schedule. Commercial Card transactions not processed in accordance with these requirements will be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic swipe read (card swipe/electronic imprint) at the time of check-in.
- Obtain additional electronic authorizations or send partial reversals to bring total authorized amount within 15% of settled amount. Authorizations must meet card association requirements.
- Obtain a cardholder signature for final transaction amount.
- Purchase Date is hotel check-out date/auto return date.
- Length of guest stay/rental in initial authorization.
- Hotel Folio/Rental Agreement Number and check-in date/check-out date transmitted with each transaction.
- Additional market data may be required for commercial card transactions to avoid surcharges. Lodging merchants who (1) accept credit cards for advance payment; (2) guarantee reservations using a credit card; or (3) provide express check-out services to guests, must comply with additional card association requirements for these services in addition to additional authorization and settlement market data requirements. Lodging merchants who subject charges to final audit and bill for ancillary/additional charges must comply with additional bank card association requirements for these services in addition to additional authorization and settlement market data requirements to avoid surcharges. These transactions may also be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Please see Card Acceptance Guide for requirements and best practices for these transactions.

### Paper Deposit Merchant

Non-terminal/electronic paper deposit transactions will be priced at the rate quoted in the Card Services Fee Schedule of the Merchant Application.

### Debit Card Merchant

Each debit card transaction will be assessed the network's acquirer fee in addition to the debit card per item fee quoted in the Card Services Fee Schedule of the Merchant Application.



**Card Present: / Mag Stripe Failure:**

A magnetic stripe read is also referred to as an electronic imprint. If the magnetic stripe is damaged, then other validation means may be required to protect against counterfeit cards and merchant must obtain a manual imprint. Most products, including the payment application, if any, will prompt for cardholder billing zip code and perform an AVS check for a zip code match. CID verification is recommended for Discover key-entered transactions. Key-entered retail transactions are subject to higher interchange and surcharges.

The foregoing information regarding surcharging is not comprehensive and is subject to change by the card association. Additional or different rates or fees may apply based on the details of a subject transaction.

All questions regarding Card Services should be referred to Global Payments Direct Inc. – 3550 Lenox Road NE, Suite 3000, Atlanta, GA 30326, or call: 1-800-367-2638.

Note: Billing disputes must be forwarded, in writing, to Customer Service within 60 days of the date of the statement and/or notice.

Contact information for Member is listed in the Merchant Application.

**Global Payments Direct Inc.** is a registered ISO of BMO Harris Bank N.A. and Wells Fargo Bank, N.A.

**Debit sponsorship** is provided by Old Line Bank - 1525 Pointer Ridge Place, Bowie, MD. 20716, 1(800)617-7511.

## Additional Owner/Officer Information Page for Merchant Processing Agreement (If Needed)

Note: Complete Owner / Officer Information must be present for all Equity Owners with 25% or greater equity in the business and for any person(s) with authority or control. Spaces 1 - 4 must be completed directly on the Merchant Processing Agreement; all additional owner/officer information may be provided on the Additional Owner/Officer Page as needed.

### Acceptance of Merchant Application and Terms & Conditions / Merchant Authorization.

Your Card Services Agreement is between Global Payments Direct, Inc. ("Global Direct"), the Merchant named above, and the Member named below ("Member"). Member is a member of Visa, USA, Inc. ("Visa") and MasterCard International, Inc. ("MasterCard"); Global Direct is a registered independent sales organization of Visa, a member service provider of MasterCard and a registered acquirer for Discover Financial Services, LLC. ("Discover") and a registered Program Participant of American Express Travel Related Services Company, Inc. ("American Express"). A copy of the Card Services Terms and Conditions, revision number 10/18-GP-WF-OE-MUA, has been provided to you. Please sign below to signify that you have received a copy of the Card Services Terms & Conditions and that you agree to all terms and conditions contained therein. If this Merchant Application is accepted for card services, Merchant agrees to comply with the Merchant Application and the Card Services Terms & Conditions as may be modified or amended in the future. If you disagree with any Card Services Terms & Conditions, do not accept service.

**IF MERCHANT SUBMITS A TRANSACTION TO GLOBAL DIRECT HEREUNDER, MERCHANT WILL BE DEEMED TO HAVE ACCEPTED THE CARD SERVICES TERMS & CONDITIONS.**

By your signature below on behalf of Merchant, you certify that all information provided in this Merchant Application is true and accurate and you authorize Global Direct, and Global Direct on Member's behalf, to initiate debit entries to Merchant's checking account(s) in accordance with the Card Services Terms and Conditions. In addition by your signature below on behalf of Merchant you authorize Global Direct and/or Open Edge Payments, LLC. to order a consumer credit report on you, Merchant and each of Merchant's officers, partners, and/or owners, as well as subsequent consumer credit reports, which may be required or used in conjunction with the maintenance, updating, renewal or extension of the services provided hereunder, or in conjunction with reviewing, taking collection action on, or other legitimate purposes associated with the Merchant account.

#### Additional Owners

Complete Owner/Officer Information must be present for all Equity Owners with 25% or greater equity in the business and for any person(s) with authority or control. An owner or person with control listed, must be the one to accept the agreement at the end of this application.

## ADDENDUM A

1. Equipment Selection and Rental Term. This addendum to the Card Services Agreement (the "Agreement") to which it is attached governs the rental (the "Rental") of any point of sale equipment ("Equipment") by You under the Agreement, as indicated on the application pages or any subsequent order form (the "Application"). The initial term ("Initial Term") shall be set forth on the Application. After expiration of the Initial Term, the Rental shall be automatically extended for successive one (1) month periods (each a "Renewal") on the same terms and conditions expressed herein, or as may be amended, unless you give written notice of termination at least ten (10) days prior to the expiration of the Initial Term or any Renewals.

2. Fees and Charges. Each item of Equipment selected by you, as well as its respective monthly rental charge and current replacement cost, are set forth on the Application. After the Initial Term, OpenEdge may increase rental charges at any time upon sixty (60) days written notice. You authorize OpenEdge to debit your merchant bank account, for all charges incurred by you under the Agreement, including any charges incurred by OpenEdge on your behalf, for the Equipment provided for in this Agreement. If your account contains insufficient funds to accommodate such debit, you authorize OpenEdge to charge your account a one and one-half percent (1½%) per month service charge on all amounts that are not paid on the due date. You will be sent a statement indicating the amount debited to your account. In the event that any amount due hereunder is not timely paid as provided herein, OpenEdge may, in addition to any other right or remedy which it may have under this Agreement or at law, terminate the Rental if you do not effect payment in full within ten (10) days of OpenEdge's written demand therefor. You agree to reimburse OpenEdge for all costs and expenses, including reasonable attorneys' fees, incurred by OpenEdge in enforcing collection of any monies due it under the Agreement. You shall reimburse OpenEdge for (or pay directly if instructed by OpenEdge) all charges and taxes that may now or hereafter be imposed or levied upon the rental, possession or use of the Equipment, excluding all taxes on or measured by OpenEdge's net income.

3. Title and Loss. Any rented Equipment is OpenEdge's property and will not become your property. Notwithstanding any attachment, such Equipment will remain personal property and not become a fixture. You will protect such Equipment from loss, theft, damage or any legal encumbrance. Title to rented Equipment, as well as all alterations or repairs made or parts added to such Equipment, shall remain in OpenEdge. You agree to give OpenEdge a security interest in all such Equipment, as applicable. At OpenEdge's request, you shall execute and deliver, at your expense, any security agreement or other document reasonably required to document or perfect OpenEdge's security interest in such Equipment. It is understood and agreed that the rights of OpenEdge under such security interest shall be in addition to the rights and/or remedies otherwise available to Global under the terms of this Agreement, and not in limitation thereof. Upon delivery of Equipment, you shall bear the entire risk of loss, theft, destruction of or damage to the Equipment or any portion thereof from any cause whatsoever ("Loss or Damage"), whether or not covered by insurance. No Loss or Damage shall relieve you from your obligations hereunder. OpenEdge shall provide you with operating instructions that will instruct you in the proper use of the Equipment, and you shall install, use and operate the Equipment only in such manner and in accordance with card association requirements. You are responsible for providing all necessary connections and other facilities and for paying all expenses of installing and operating the Equipment. You shall provide the Equipment with a suitable secure space and power for its proper operation. You shall provide all necessary infrastructure, including without limitation, power outlets, grounding and anti-static environments required for the safe and efficient operation of the Equipment in accordance with the specifications of OpenEdge and any other applicable specifications or regulations. You shall not move the Equipment, attach any devices, change your method of telecommunication (including but not limited to using Voice over IP (VoIP) technology) or install any software without OpenEdge's prior written consent. With respect to any item of Equipment rented to you by OpenEdge, you will not be liable for normal wear and tear, provided, however, that you will be liable to OpenEdge in the event that any rented item of Equipment is lost, destroyed, stolen or rendered inoperative. You will indemnify OpenEdge against any loss arising out of, damage to or destruction of any item of Equipment for any cause whatsoever and for any costs, expenses, and judgments OpenEdge may suffer, including reasonable attorneys' fees, arising from the use of the Equipment. The cryptographic keys loaded into the PIN Pad(s) by OpenEdge are used to encode and authenticate information. They are provided by OpenEdge in connection with meeting Card Association obligations and are the property of an authorized Card Association member and are not to be altered by You on any Equipment.

4. Software. You acknowledge that the Equipment provided hereunder is embedded with proprietary technology ("Software"). Furthermore, the term "Software" includes any programs, applications or proprietary technology that is otherwise provided or made available to you under this Agreement, independent of Equipment. At all times, OpenEdge or its suppliers retain all rights to such Software, including, but not limited to updates, enhancements and additions. All material and information made available by OpenEdge, including but not limited to the Equipment and Software, shall be protected by you as confidential and proprietary information of OpenEdge and/or its suppliers, and your use thereof shall be limited to that expressly authorized by OpenEdge. You shall not disclose OpenEdge's confidential or proprietary information to any third party unless such disclosure is authorized in advance in writing by OpenEdge. Nothing in this Agreement contemplates, constitutes or creates a transfer or license of any intellectual property to you. You shall not obtain title, copyrights, or any other proprietary right to any Software. You shall not commit any act or assist anyone else to commit any act to copy, modify, alter, translate, attempt to change, reprogram, decompile, emulate, reverse engineer or tamper with the Software in any way, or commit any act or assist anyone else to commit any act that otherwise rearranges the Equipment or the Software. You shall not create or attempt to create any derivative work based on the Software or assist anyone else in doing so. You shall not sell, license, sublicense, or convey any rented Equipment to a third party without the prior written consent of OpenEdge. OpenEdge's suppliers of Equipment and/or Software are third party beneficiaries of the Agreement with the right to rely on and directly enforce the terms of this Agreement against you to protect their ownership rights. You are liable to OpenEdge and/or to such third party beneficiaries for any transferee's conduct with regard to the Software. You will indemnify OpenEdge for any costs, expenses and judgments OpenEdge may suffer, including reasonable attorneys' fees, arising from your breach of this Section 5 or otherwise arising out of use of the Software.

5. Maintenance. You will promptly notify OpenEdge of any Equipment malfunction, failure or other incident resulting in the loss of use of the Equipment or need for repair or maintenance, whereupon OpenEdge will make the necessary arrangements to obtain required maintenance. You may be responsible for shipping cost. You shall cooperate with OpenEdge in its attempt to diagnose any problem with the terminal. In the event your terminal requires additional software, you are obligated to cooperate and participate in downloading and installing such software. Maintenance service provided under this Agreement may include replacing an item of Equipment or a component thereof, if OpenEdge determines in its sole discretion that the need for replacement arose from ordinary wear and tear, and that such replacement is necessary for the Equipment to function in accordance with its written specifications. Replaced items of Equipment and/or components thereof are OpenEdge's property; you are required to ship them to OpenEdge within thirty (30) days of their replacement, and they will not be returned to you. Maintenance service provided under this Agreement is available only for Equipment that has been handled and operated appropriately, and does not include services arising out of the negligence or misconduct by you, your employees, agents, customers or contractors or your failure to comply with any and all instructions and specifications provided by OpenEdge or the manufacturer of the Equipment; if any such replaced Equipment is determined by OpenEdge to be unrepairable, or if you have failed to ship any replaced Equipment to OpenEdge within thirty (30) days of its replacement, OpenEdge shall have the right to debit your account for the then current replacement cost of such Equipment.



6. Access to Premises. You will allow OpenEdge and its designated representatives physical and electronic access to the Equipment upon request, including permitting prompt and safe access to your premises when required for the purpose of performing OpenEdge's obligations and/or for the inspection, repair, removal, modification, installation, replacement, disconnection and/or relocation of the Equipment.

7. Warranties and Representations. Neither OpenEdge nor its suppliers make any representations or warranties, express or implied, including without limitation any warranty of merchantability or fitness for a particular purpose with respect to any terminal, any equipment, the software residing therein or any of the services furnished hereunder. If there are problems with the Equipment, OpenEdge may give notice to you to immediately cease using the Equipment; your failure to comply with any such instructions from OpenEdge could result in your incurring losses, for which OpenEdge shall have no liability to you whatsoever.

8. Limitation of Liability. OpenEdge shall not be liable for failure to provide the Equipment if such failure is due to any cause or condition beyond OpenEdge's reasonable control. Such causes or conditions shall include, but shall not be limited to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, shortages of labor or materials, freight embargoes, unusually severe weather, breakdowns, operational failures, electrical power failures, communication failures, unavoidable delays, or other similar causes beyond OpenEdge's control. OpenEdge's suppliers disclaim all liabilities under this Agreement. The liability of OpenEdge, if any, for any loss hereunder, including but not limited to damages arising out of any malfunction of the Equipment or the failure of the Equipment to operate, personal injury, property damage, or cause of action under contract, negligence, tort, statute, warranty, or infringement shall, in the aggregate, be limited to actual, direct, and general money damages in an amount not to exceed one (1) month's average charge paid hereunder by you for the rented Equipment during the previous twelve (12) months or such lesser number of months as shall have elapsed subsequent to the effective date of this Agreement. The foregoing represents the sole extent of OpenEdge's liability in the event of any alleged default by OpenEdge under this Agreement, including alleged acts of negligence, breach of contract, or otherwise, and regardless of the form in which any legal or equitable action may be brought against OpenEdge, and the foregoing shall constitute your exclusive remedy. OpenEdge shall have no liability whatsoever arising from use of the Equipment in connection with software or services not authorized by OpenEdge. Under no circumstances shall OpenEdge be liable for any loss of anticipated profits, lost interest, or for special, consequential, punitive or exemplary damages, even if OpenEdge has been advised of the possibility of such damages. In no event shall OpenEdge be liable for any claim, loss, billing error, damage, or expense caused by OpenEdge's performance or failure to perform hereunder which is not reported in writing to OpenEdge by you within thirty (30) days of such failure to perform, or in the event of a billing error, within sixty (60) days of the invoice or applicable statement. Neither party may institute any action in any form arising out of or in connection with this Agreement more than two (2) years after the cause of action has arisen, or in the case of non-payment, more than two (2) years from the date of last payment or promise to pay, except that this limitation shall not apply to an action for non-payment of taxes.

9. Termination. You may terminate a Rental by notifying OpenEdge in writing of your intent to terminate, subject to a \$50 re-stocking fee. In the event that you terminate this Agreement in breach of this Section 9, all monthly fees assessed to you and payable to OpenEdge under this Agreement for the remainder of the then-current Initial Term or Renewal shall be immediately due and payable to OpenEdge, and you hereby authorize OpenEdge to accelerate the payment of all such monthly fees and to deduct the total amount from your merchant bank account identified above. If such account does not contain sufficient funds for the debit, you shall pay OpenEdge the amount due within ten (10) days of the date of OpenEdge's invoice for same. The payment of accelerated monthly fees as described herein is not a penalty, but rather is hereby agreed by the parties to be a reasonable amount of liquidated damages to compensate OpenEdge for its termination expenses and all other damages under the circumstances in which such amounts would be payable. Such amounts shall not be in lieu of but in addition to any payment obligations otherwise incurred by you under this Agreement, which shall be an additional cost, and any and all other damages to which OpenEdge may be entitled hereunder. If you default under a Rental, or any other agreement between you and an affiliate of OpenEdge, and such default continues for ten (10) days after OpenEdge's written notice, OpenEdge may terminate this Agreement, declare the entire amount of the unpaid balance and any other charges to be immediately due and payable and exercise any other remedy existing at law or in equity, including the right to enter upon your premises without notice and repossess any Equipment not owned by you. If you default, OpenEdge may require you, at your expense, to return such Equipment to OpenEdge in the same condition as when delivered to you hereunder, ordinary wear and tear resulting from proper use alone excepted, free and clear of all liens, encumbrances or rights of others whatsoever. You are responsible for return shipping costs if you terminate for any reason other than a breach of the Agreement by OpenEdge, and agree to contact OpenEdge for instructions regarding return of the Equipment and to promptly comply therewith. In the event that OpenEdge breaches the terms and conditions hereof, you may, at your option, give written notice of your intention to terminate the Rental unless such breach is remedied within thirty (30) days of such notice. Failure to remedy such a breach shall make the Rental terminable, at your option, at the end of such thirty (30) day period unless notification is withdrawn. If you have failed to ship any Equipment to OpenEdge within thirty (30) days of termination of this Agreement, OpenEdge shall have the right to debit your account for the full then-current replacement cost of such Equipment. Software license rights provided under this Agreement through a third party may be suspended, modified or terminated in whole or in part at any time without liability to you.

10. Survival. All terms of this Addendum shall survive expiration or termination of the Agreement to the extent necessary to fulfill the purposes of this Addendum.

Item Number: New Business- VIII.-E.  
Committee Meeting Date: 2/3/2020

City of Roeland Park  
Action Item Summary

Date: 2/3/2020  
Submitted By: Jennifer Jones-Lacy  
Committee/Department: Administration  
Title: Special Event Permit for Seasonal Sales at Wal-Mart  
Item Type: Other

**Recommendation:**

**To review and approve the Special Use Permit Application for Wal-Mart to display seasonal merchandise in their parking lot between March 1 and , should only be displayed in the area designated in the application.**

**Details:**

Wal-Mart would like to display seasonal merchandise, namely bags of mulch, sand and rocks in their parking lot from March through August. Wal-Mart is located in does not allow outdoor storage or sale of goods. However, our Special Event Permit provides an avenue for the vendor to conduct seasonal sales in the parking lot. The Governing Body.

The type of activity requested would typically fall under a Type 4 permit, which can be administratively approved. However, the time frame of the request exceeds the code for a Type 4 permit. As such, this type of activity must be approved by Council. Below is the code associated with the Special Event Permits and applies in the City.

We intend to hold a public hearing at the next Planning Commission meeting in February to discuss amending the code so that seasonal sales will be allowed up to the end of the year. If approved, future requests can be approved administratively and do not need to go through Council.

Please note, the attached application indicates the event lasting until Sept. 1st. However, staff received verification from the store manager over the weekend and I after July 4th so this request is only March 1st - July 4th, 2020.

**Sec. 16-702. - Special Events; Defined.**

The term "special event" shall mean a temporary, short-term use of land or structures, not otherwise included as permitted or accessory use by this chapter, for on activities:

- (a) Type 1. Fund raising or non-commercial events held outside an enclosed permanent structure for non-profit religious, educational or community service organizations within the City; including any on-site signs and structures in conjunction with the event;
- (b) Type 2. Christmas tree sales;
- (c) Type 3. Promotional activities or devices intended to attract attention to a specific place, business, organization, event or district such as banners as defined in 16-903(c) hereof;

devices as defined in 16-903(c) hereof;

(d) Type 4. Significant commercial activities intended to sell, lease, rent or promote specific merchandise, services or product lines, such as tent sales, trade shows, farm sales or product demonstrations;

(e) Type 5. Significant public events intended primarily for entertainment or amusement, such as carnivals, concerts or festivals.

**Sec. 16-704. - Special Events; Administrative Permit Required.**

(b) Special events meeting the Type 3 or Type 4 definition, and Type 1 events not meeting the standards of section 16-703, may be permitted administratively by the Building Department after review and approval of the police and fire departments. No administrative permit shall be issued unless all the following performance standards are met:

- (1) An application is made and a fee paid in accordance with section 16-706;
- (2) The special event shall not cause undue traffic congestion or accident potential given anticipated attendance and the design of adjacent streets, intersections and traffic patterns;
- (3) If involving a banner, no more than one banner is displayed and the size and design of the banner is appropriate given the size of the building to which it is attached and the neighborhood and the banner shall be displayed for a maximum duration of 15 days per permit;
- (4) The activity shall not cause the overcrowding of parking facilities given anticipated attendance and the possible reduction in the number of available spaces caused by the activity;
- (5) The special event shall not endanger the public health, safety, or general welfare given the nature of the activity, its location on the site, and its relationship to parking and traffic;
- (6) The special event shall not impair the usefulness, enjoyment or value of adjacent property due to the generation of excessive noise, smoke, odor, glare, litter, or visual clutter;
- (7) Any structure used in conjunction with the special event shall meet all site distance requirements (see section 16-426), shall be the subject of a valid building permit, and shall be removed after the cessation of the event;
- (8) The special event shall be conducted on private property in a commercial or industrial zoning district, except that non-profit organizations may conduct events on any property granted the appropriate permission;
- (9) The duration and hours of operation of the special event shall be consistent with the intent of the event and the surrounding land uses, but in no case shall the duration exceed 14 days;
- (10) The special event shall comply with all applicable state and federal health, safety, environmental and other applicable requirements.

**Sec. 16-705. - Special Events; Governing Body Approval Required.**

All Type 5 events and any other event not meeting the criteria of sections 16-703 or 16-704 may be granted a special event permit by the Governing Body after review and approval of the Building Department. The permit may be subject to conditions and safeguards as the Governing Body may deem reasonably necessary to protect the public health, safety, and the environment, but shall not be limited to:

- (a) Restrictions on the hours of operation, duration of the event, size of the activity, or other operation or characteristic;
- (b) The posting of performance bonds to help ensure that the operation of the event and the subsequent restoration of the site are conducted according to Governing Body standards;
- (c) The provision of traffic control or security personnel to increase the public safety and convenience; and
- (d) Obtaining liability and personal injury insurance in forms and amounts as the Governing Body may find necessary to protect the safety and general welfare of the community.

Financial Impact

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

Additional Information

Sec. 16-420. - Retail Business District; Development and Performance Standards.

All uses permitted in the retail business district, pursuant to Section 16-417 or Section 16-318, shall meet the following minimum standards:

(a)

All goods, merchandise and equipment shall be sold and rented, and all business activities or services shall be rendered or conducted within completely enclosed building. No goods, merchandise or equipment shall be stored or displayed outside of a fully enclosed building, except, if the storage or display is screened or fenced in a way that is not visible from the street. No goods, merchandise or equipment shall be stored or displayed outside of a fully enclosed building, except, if the storage or display is screened or fenced in a way that is not visible from the street. No goods, merchandise or equipment shall be stored or displayed outside of a fully enclosed building, except, if the storage or display is screened or fenced in a way that is not visible from the street.

(b)

No goods, merchandise or equipment shall be stored or displayed outside of a fully enclosed building, except, if the storage or display is screened or fenced in a way that is not visible from the street. No goods, merchandise or equipment shall be stored or displayed outside of a fully enclosed building, except, if the storage or display is screened or fenced in a way that is not visible from the street. No goods, merchandise or equipment shall be stored or displayed outside of a fully enclosed building, except, if the storage or display is screened or fenced in a way that is not visible from the street.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
Wal-Mart Special Event Application	Cover Memo



# The City of Roeland Park, Kansas

4600 West Fifty-First Street  
Roeland Park, Kansas 66205  
City Hall (913) 722-2600 – Fax (913) 722-3713

Going to Planning  
Commission  
@ City Council  
2-3-20 for  
potential approval  
2-17-20

Date filed: \_\_\_\_\_  
Case no.: \_\_\_\_\_

## Special Events Permit Type 2 – 5 Application

### Chapter 16 - Article 7

FEE: Each application for a special event permit shall be accompanied by an application fee, except that such fee may be waived for any applicant registered with the State of Kansas as a non-profit organization. The fee for Type 2 - 5 applications shall be \$50. New Cost - \$50.00 for 3 day event 236-8898

Applicant: Joseph Brown for Walmart Phone 417 2981032

Applicants Address 5150 Rye BLVD  
Roeland Park KS 66205

Property owner \_\_\_\_\_ Phone \_\_\_\_\_

Property Owner's Address \_\_\_\_\_

Type of Event: Sale of Seasonal goods  
(i.e. sale of seasonal goods)

Hours of Operation: 7am - 11pm

Length of time for right to do business - Start Date: 3-1-20 End Date: 7-4-20

Any signs/structures being used: Y ( ) N (X)

If yes, describe: \_\_\_\_\_

☒ Attach a sketch plan showing the location of the proposed activities, structures and/or signs in relation to existing buildings, parking areas, streets and property lines; and

\_\_\_\_\_ A letter from the property owner or manager, if different from the applicant, agreeing to the special event.

Applicant signature [Signature] Date 1/14/2020

\*\*\*The special event permit shall be posted on the site for the duration of the event.

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

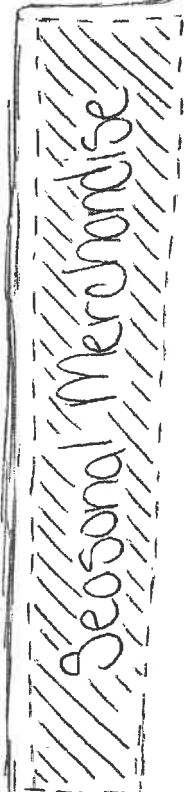
If declined, reason why: \_\_\_\_\_



51<sup>st</sup> St



CEDAR St



Seasonal Merchandise

Parking  
Lot



Garden  
Center

Entrance

Main  
Entrance

Item Number: Reports of City Officials:- XI.-A.  
Committee 2/3/2020  
Meeting Date:



**City of Roeland Park**  
Action Item Summary

Date:  
Submitted By:  
Committee/Department:  
Title: **November Financials – read only**  
Item Type:

**Recommendation:**

**For informational purposes only. Please see attached.**

**Details:**

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

**ATTACHMENTS:**

Description  
□ November Financials

Type  
Cover Memo

**MONTHLY FINANCIAL STATEMENTS**

**CITY OF  
ROELAND PARK**

**NOVEMBER 2019**

PREPARED BY:



**KANSAS CITY | SPRINGFIELD**

**GOODFAITHACCOUNTING.COM**

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## Management Responsibility

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

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## Table of Contents

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➤ **Statement of Financial Position**

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

### **Definition of Fund Accounting Terms**

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

1. **Net Investment in Fixed Assets** - total fixed assets minus accumulated depreciation minus any debt related to the fixed assets.
2. **Restricted** – those funds which are legally restricted by outside parties or by law through constitutional provisions or enabling legislation;
3. **Unrestricted** – funds available for general operations.

➤ **Statement of Activities**

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





**City of Roeland Park**  
**Statement of Fund Balance**  
**11/30/2019**

**Assets**

**Cash**

**Cash in General Checking - Pooled**

1010	General Fund	31,800.02	
1010	Bond & Interest Fund	9,569.03	
1010	Aquatic Center Fund	97,966.49	
1010	Special Highway Fund	38,192.07	
1010	Special Street Fund 27 - A	84,148.60	
1010	Community Center Fund Fund 27 - C	70,204.28	
1010	Special Infrastructure 27 - D	117,655.18	
1010	Equipment & Bldg Reserve Fund	65,884.15	
1010	TIF 1A/B - Bella Roe / Walmart	76,245.58	
1010	TDD #1 - Price Chopper	110,362.07	
1010	TDD #2 - Lowes	74,175.70	
1010	CID #1 - RP Shopping Center	193,304.31	
1010	TIF 2A/D - McDonalds / City Hall	(57,059.97)	
1010	TIF 2C - Valley State Bank	(1,309.06)	
1010	TIF 3C - Old Pool Area	71,185.84	
1011	TIF 1A/B - Bella Roe / Walmart	127,000.00	
1012	Special Law Enforcement Fund	18,655.94	
	<b>Total Cash in General Checking - Pooled</b>		1,127,980.23

**Cash in Other Accounts**

1020	Cash - Municipal Court	2,390.00	
1040	Cash - Pool Bond Reserve	157,500.08	
1050	Cash - Property Owners Association	20,312.51	
1090	Petty Cash - Court	200.00	
	<b>Total Cash in Other Accounts</b>		180,402.59

**Restricted Cash**

1060	Cash - Debt Service - Revenue Restricted	96,549.56	
1070	Cash - Restricted Asset - Bond Reserve	12,376.12	
1080	Cash - With Trustee	71.73	
	<b>Total Restricted Cash</b>		108,997.41

**Total Cash**

1,417,380.23

**Other Current Assets**

1115	Accounts Receivable - Other	1,713,484.40	
1135	Taxes Receivable	4,631,170.12	
1140	Interfund Receivable	-	
1310	Invested Funds	9,571,600.47	
1210	Prepaid Expenses	43,373.82	
	<b>Total Other Current Assets</b>		15,959,628.81

**Total Assets**

**\$ 17,377,009.04**

**City of Roeland Park**  
**Statement of Fund Balance**  
**11/30/2019**

**Liabilities & Fund Balance**

<b>Current Liabilities</b>			
2005	Accounts Payable	0.00	
2010	Federal Withholding Payable	16,752.56	
2020	State Withholding Payable	3,555.10	
2030	City Withholding Payable	(17.53)	
2040	KPERS Accrued Employee	5,609.23	
2045	KP&F Employee Withholding Payable	9,417.02	
2050	Insurance Withholding Payable	712.15	
2035,2052	Other Withholdings Payable	3,495.43	
2055	Employee Garnishments	-	
2060	Section 457 Employee Payable	-	
2006	Accrued Payroll	-	
<b>Total Current Liabilities</b>			39,523.96
<b>Other Liabilities</b>			
2065	Interfund Payable	-	
2080	Liability for Court Bonds	1,390.00	
2110	Deferred Revenue	5,520,265.08	
2210	Art Deposit Escrow	76,161.60	
2805	Bond Payment Liability	3,350,127.47	
<b>Total Other Liabilities</b>			8,947,944.15
<b>Total Liabilities</b>			8,987,468.11
<b>Fund Balance</b>			
2910.2970	Fund Balance - General	3,572,637.13	
2910.2970	Fund Balance - Special Law Enforcement Fund	18,655.94	
2910.2970	Fund Balance - Debt Service	59,066.14	
2910.2970	Fund Balance - Special Revenue Projects	4,496,000.09	
2910.2970	Fund Balance - Capital Projects	222,869.12	
2910.2970	Fund Balance - Property Owners Association	20,312.51	
<b>Total Fund Balance</b>			8,389,540.93
<b>Total Liabilities &amp; Fund Balance</b>			<b>\$ 17,377,009.04</b>

**City of Roeland Park**  
**Statement of Fund Balance - BY FUND GROUP**  
11/30/2019

B-by Grp

**Assets**

**Cash**

**Cash in General Checking - Pooled**

	General	Debt Service	Special Revenue	Capital Projects	TOTAL
General Fund	31,800.02			\$	31,800.02
Bond & Interest Fund		9,569.03			9,569.03
Aquatic Center Fund			97,966.49		97,966.49
Special Highway Fund			38,192.07		38,192.07
Special Street Fund 27 - A			84,148.60		84,148.60
Special Street Fund 27 - C			70,204.28		70,204.28
Special Infrastructure 27 - D			117,655.18		117,655.18
Equipment & Bldg Reserve Fund				65,884.15	65,884.15
TIF 1A/B - Bella Roe / Walmart			76,245.58		76,245.58
TDD#1 - Price Chopper			110,362.07		110,362.07
TDD#2 - Lowes			74,175.70		74,175.70
CID #1 - RP Shopping Center			193,304.31		193,304.31
TIF 2A/D - McDonalds / City Hall			(57,059.97)		(57,059.97)
TIF 2C - Valley State Bank			(1,309.06)		(1,309.06)
TIF 3C - Old Pool Area			71,185.84		71,185.84
TIF 1A/B - Bella Roe / Walmart			127,000.00		127,000.00
Special Law Enforcement Fund	18,655.94	-	-	-	18,655.94
<b>Total Cash in General Checking - Pooled</b>	<u>50,455.96</u>	<u>9,569.03</u>	<u>1,002,071.09</u>	<u>65,884.15</u>	<u>1,127,980.23</u>

**Cash in Other Accounts**

Cash - Municipal Court	2,390.00				2,390.00
Cash - Pool Bond Reserve	157,500.08				157,500.08
Cash - Property Owners Association			20,312.51		20,312.51
Petty Cash Funds	200.00	-	-	-	200.00
<b>Total Cash in Other Accounts</b>	<u>160,090.08</u>	<u>-</u>	<u>20,312.51</u>	<u>-</u>	<u>180,402.59</u>

**Restricted Cash**

Cash - Debt Service - Revenue Restricted	-	-	96,549.56	-	96,549.56
Cash - Restricted Asset - Bond Reserve	-	-	12,376.12	-	12,376.12
Cash - With Trustee	-	-	71.73	-	71.73
<b>Total Restricted Cash</b>	<u>-</u>	<u>-</u>	<u>108,997.41</u>	<u>-</u>	<u>108,997.41</u>

**Total Cash**

<u>210,546.04</u>	<u>9,569.03</u>	<u>1,131,381.01</u>	<u>65,884.15</u>	<u>1,417,380.23</u>
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**Other Current Assets**

Accounts Receivable	-	1,713,484.40	(0.00)	-	1,713,484.40
Interest & Taxes Receivable	2,796,201.49	(18,221.70)	1,853,190.33	-	4,631,170.12
Invested Assets	3,112,447.31	49,497.11	6,252,671.08	156,984.97	9,571,600.47
Prepaid Expenses	43,373.82	-	-	-	43,373.82
<b>Total Other Current Assets</b>	<u>5,952,022.62</u>	<u>1,744,759.81</u>	<u>8,105,861.41</u>	<u>156,984.97</u>	<u>15,959,628.81</u>

**Total Assets**

<u>\$ 6,162,568.66</u>	<u>\$ 1,754,328.84</u>	<u>\$ 9,237,242.42</u>	<u>\$ 222,869.12</u>	<u>17,377,009.04</u>
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**City of Roeland Park**  
**Statement of Fund Balance - BY FUND GROUP**  
11/30/2019

B-by Grp

**Liabilities & Fund Balance**

**Current Liabilities**

Accounts Payable	0.00	-	-	-	0.00
Federal Withholding Payable	16,752.56	-	-	-	16,752.56
State Withholding Payable	3,555.10	-	-	-	3,555.10
Other Withholding Payable	164.47	-	-	-	164.47
KPERS Accrued Employee	5,609.23	-	-	-	5,609.23
KP&F Employee Withholding Payable	9,417.02	-	-	-	9,417.02
Insurance Withholding Payable	712.15	-	-	-	712.15
Supplemental Insurance Payable	3,313.43	-	-	-	3,313.43
Employee Garnishments	-	-	-	-	-
Section 457 Employee Payable	-	-	-	-	-
Interfund Payable	-	-	-	-	-
<b>Total Current Liabilities</b>	<b>39,523.96</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>39,523.96</b>

**Other Liabilities**

Liability for Court Bonds	1,390.00	-	-	-	1,390.00
Deferred Revenue	2,454,200.03	1,695,262.70	1,370,802.35	-	5,520,265.08
Art Deposit Escrow	76,161.60	-	-	-	76,161.60
Bond Payment Liability	-	-	3,350,127.47	-	3,350,127.47
<b>Total Other Liabilities</b>	<b>2,531,751.63</b>	<b>1,695,262.70</b>	<b>4,720,929.82</b>	<b>-</b>	<b>8,947,944.15</b>
<b>Total Liabilities</b>	<b>2,571,275.59</b>	<b>1,695,262.70</b>	<b>4,720,929.82</b>	<b>-</b>	<b>8,987,468.11</b>

**Fund Balance**

Fund Balance	2,515,852.71	131,777.55	1,129,958.71	260,720.43	4,038,309.40
Fund Balance - Debt Service	239,373.00	-	1,803,380.70	-	2,042,753.70
Fund Balance - Reserved Future Projects	-	-	-	-	-
Fund Balance - Reserved for Encumbrances	-	-	-	-	-
Fund Balance - Restricted Special Law	-	-	-	-	-
Fund Balance - Building Reserve	-	-	-	30,000.00	30,000.00
Fund Balance - Contingency	-	-	30,000.00	-	30,000.00
Total Beginning Fund Balance	2,755,225.71	131,777.55	2,963,339.41	290,720.43	6,141,063.10
Current Change in Fund Balance	836,067.36	(72,711.41)	1,552,973.19	(67,851.31)	2,248,477.83
<b>Total Fund Balance</b>	<b>3,591,293.07</b>	<b>59,066.14</b>	<b>4,516,312.60</b>	<b>222,869.12</b>	<b>8,389,540.93</b>

<b>Total Liabilities &amp; Fund Balance</b>	<b>\$ 6,162,568.66</b>	<b>\$ 1,754,328.84</b>	<b>\$ 9,237,242.42</b>	<b>\$ 222,869.12</b>	<b>\$ 17,377,009.04</b>
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**City of Roeland Park**  
**Schedule of Cash Balances**  
For the 11 Months Ended 11/30/2019

		2019 Activity				
		12/31/2018			11/30/2019	
Cash & Cash Equivalents		Balance	Receipts	Disbursements	Transfers to/from Trustee Accounts	Balance
Cash in US Bank - Pooled						
1010	General Fund	34,271.65	5,588,268.52	5,590,740.15	-	31,800.02
1010	Bond & Interest Fund	23,856.93	679,503.52	693,791.42	-	9,569.03
1010	Aquatic Center Fund	-	518,146.00	420,179.51	-	97,966.49
1010	Special Highway Fund	11,542.63	185,291.13	158,641.69	-	38,192.07
1010	Special Street Fund 27 - A	5,047.55	1,115,423.74	1,036,322.69	-	84,148.60
1010	Community Center Fund Fund 27 - C	45,306.81	188,665.41	163,767.94	-	70,204.28
1010	Special Infrastructure 27 - D	4,065.42	1,230,063.47	1,116,473.71	-	117,655.18
1010	Equipment & Bldg Reserve Fund	31,707.25	127,618.35	93,441.45	-	65,884.15
1010	TIF 1A/B - Bella Roe / Walmart	766,272.89	393,078.70	1,083,106.01	-	76,245.58
1010	TDD #1 - Price Chopper	40,716.28	251,945.79	400.00	(181,900.00)	110,362.07
1010	TDD #2 - Lowes	34,343.87	115,531.83	400.00	(75,300.00)	74,175.70
1010	CID #1 - RP Shopping Center	27,297.11	318,769.27	152,762.07	-	193,304.31
1010	TIF 2A/D - McDonalds / City Hall	38,727.23	269,112.06	364,899.26	-	(57,059.97)
1010	TIF 2C - Valley State Bank	2,037.31	46,673.28	19.65	(50,000.00)	(1,309.06)
1010	TIF 3C - Old Pool Area	15,554.70	278,181.91	222,550.77	-	71,185.84
1011	TIF 1A/B - Bella Roe / Walmart	127,000.00	-	-	-	127,000.00
1012	Special Law Enforcement Fund	16,615.59	3,950.00	1,909.65	-	18,655.94
Total Cash in US Bank - Pooled		1,224,363.22	11,310,222.98	11,099,405.97	(307,200.00)	1,127,980.23
Cash in Other Accounts						
1020	Cash - Municipal Court	1,555.00	17,282.00	16,447.00	-	2,390.00
1040	Cash - Pool Bond Reserve	157,500.08	-	-	-	157,500.08
1050	Cash - Property Owners Association	18,415.51	33,847.00	31,950.00	-	20,312.51
1090	Petty Cash	200.00	-	-	-	200.00
Total Cash in Other Accounts		177,670.59	51,129.00	48,397.00	-	180,402.59
Restricted Cash						
1060	Cash - Debt Service - Revenue Restricted	460.50	661.98	162,692.78	258,119.86	96,549.56
1070	Cash - Restricted Asset - Bond Reserve	13,099.35	196.63	-	(919.86)	12,376.12
1080	Cash - With Trustee	28.50	101.45	50,058.22	50,000.00	71.73
Total Restricted Cash		13,588.35	960.06	212,751.00	307,200.00	108,997.41
Total Cash		\$ 1,415,622.16	\$ 11,362,312.04	\$ 11,360,553.97	\$ -	\$ 1,417,380.23

**City of Roeland Park**  
**Statement of Activities**  
**Year-to-Date Fund Summary**  
**For the 11 Months Ended 11/30/2019**

Fund Summary

	<u>General</u>	<u>Debt Service</u>	<u>Special Revenue</u>	<u>Capital Projects</u>	<u>Total Funds</u>
<b>Total Revenue</b>	<u>\$ 5,659,180.42</u>	<u>\$ 690,664.84</u>	<u>\$ 3,876,982.40</u>	<u>\$ 132,317.89</u>	<u>\$ 10,359,145.55</u>
<b>Total Expenditures</b>	<u>\$ 4,823,113.06</u>	<u>\$ 763,376.25</u>	<u>\$ 2,819,414.10</u>	<u>\$ 200,169.20</u>	<u>\$ 8,606,072.61</u>
<b>Change in Fund Balance</b>	<u>\$ 836,067.36</u>	<u>\$ (72,711.41)</u>	<u>\$ 1,057,568.30</u>	<u>\$ (67,851.31)</u>	<u>\$ 1,753,072.94</u>

**City of Roeland Park**  
**Statement of Activities**  
**For the 11 Months Ended 11/30/2019**

I-All

		Unencumbered					
		Current Month	Year to Date	Budget to Date	Variance	Annual Budget	% Used
<b>Revenues</b>							
4010	Cash Carryforward	-	-	\$ 9,002,840.00	\$ (9,002,840.00)	\$ 9,002,840.00	0.00%
4020	Recreational Vehicle Tax	-	1,004.79	605.00	399.79	660.00	152.24%
4021	Commercial Vehicle Tax	-	-	-	-	-	N/A
4030	City/County Alcohol Tax Distrib	-	-	-	-	-	N/A
4040	Heavy Trucks Tax	-	773.18	1,166.00	(392.82)	1,270.00	60.88%
4050	Ad Valorem Tax	-	2,030,098.85	2,186,602.00	(156,503.15)	2,385,381.00	85.11%
4060	Motor Vehicle Tax	-	244,114.07	226,116.00	17,998.07	246,676.00	98.96%
4070	Personal Property Tax - Delinquent	-	13.54	231.00	(217.46)	250.00	5.42%
4080	Real Property Tax - Delinquent	-	31,520.07	11,000.00	20,520.07	12,000.00	262.67%
4110	City/county Sales & Use Tax	199,437.46	2,488,681.03	2,532,618.00	(43,936.97)	2,762,858.00	90.08%
4115	Sales Tax 27B (280 Fund)	48,319.18	525,729.91	545,952.00	(20,222.09)	595,586.00	88.27%
4120	County Jail Tax	13,533.12	143,933.18	148,874.00	(4,940.82)	162,408.00	88.62%
4130	Safety Sales Tax	13,533.12	143,933.19	148,874.00	(4,940.81)	162,408.00	88.62%
4135	County Courthouse Sales Tax	13,533.05	145,551.42	149,061.00	(3,509.58)	162,610.00	89.51%
4140	Spec City/county Highway Fund	-	185,291.13	168,652.00	16,639.13	183,980.00	100.71%
4141	Alcohol Tax	-	17.50	-	17.50	-	N/A
4145	Transient Guest Tax	-	8,418.66	-	8,418.66	-	N/A
4150	CARS Funding	-	86,924.49	94,985.00	(8,060.51)	103,620.00	83.89%
4155	CDBG Grant	(2.00)	124,356.42	152,713.00	(28,356.58)	166,600.00	74.64%
4156	FEMA Grant	-	-	-	-	-	N/A
4161	Grants/Donations - Private	-	-	-	-	-	N/A
4210	Street Cutting Permit	840.00	9,300.00	6,875.00	2,425.00	7,500.00	124.00%
4215	Building Permit	5,405.00	56,521.35	55,000.00	1,521.35	60,000.00	94.20%
4220	Electrical Permit	100.00	4,063.00	2,750.00	1,313.00	3,000.00	135.43%
4225	Mechanical Permit	125.00	5,874.00	6,413.00	(539.00)	7,000.00	83.91%
4230	Plumbing Permit	75.00	2,155.00	1,375.00	780.00	1,500.00	143.67%
4235	Garage Sale Permit	21.00	312.00	462.00	(150.00)	500.00	62.40%
4240	Sign Permit	-	1,193.00	913.00	280.00	1,000.00	119.30%
4245	Cereal Malt Beverage License	600.00	550.00	297.00	253.00	325.00	169.23%
4250	Animal Licenses	150.00	4,411.50	6,600.00	(2,188.50)	7,200.00	61.27%
4255	Home Occupational Licenses	200.00	1,040.00	913.00	127.00	1,000.00	104.00%
4260	Rental Licenses	1,446.51	24,888.95	32,087.00	(7,198.05)	35,000.00	71.11%
4265	Business Occupational Licenses	14,737.84	48,893.11	46,750.00	2,143.11	51,000.00	95.87%
4275	Program Fees	-	-	-	-	-	N/A
4276	Internal Program Revenue	-	-	-	-	-	N/A
4277	Participation Fees	-	1,755.00	-	1,755.00	-	N/A
4278	Advertising Sponsorship	-	-	-	-	-	N/A
4279	Facility Rental	-	-	-	-	-	N/A
4290	Concession Revenue	-	-	-	-	-	N/A
4310	Franchise Fee - Electric	29,802.47	219,797.48	271,293.00	(51,495.52)	295,959.00	74.27%
4320	Franchise Fee - Gas	8,142.71	112,959.29	109,252.00	3,707.29	119,180.00	94.78%
4330	Franchise Fee - Telephone	466.80	4,001.98	6,226.00	(2,224.02)	6,790.00	58.94%
4340	Franchise Fee - Telecable	12,880.12	78,057.48	86,251.00	(8,193.52)	94,090.00	82.96%
4350	Franchise Fee - Cellular	-	-	22.00	(22.00)	25.00	0.00%
4393	Bullet Proof Vest Grant	-	1,382.60	2,288.00	(905.40)	2,500.00	55.30%
4410	Fine	24,177.50	258,662.10	291,489.00	(32,826.90)	317,988.00	81.34%
4415	Court Costs	2,024.50	30,432.66	27,500.00	2,932.66	30,000.00	101.44%
4420	State Fees	1,813.50	22,362.00	23,837.00	(1,475.00)	26,000.00	86.01%
4430	Bond Forfeits	-	4,520.00	1,837.00	2,683.00	2,000.00	226.00%
4432	Spec. Law Enforcement Revenues	-	3,850.00	913.00	2,937.00	1,000.00	385.00%
4433	K9 Contributions	-	100.00	-	100.00	-	N/A
4510.4511	Interest on Investment	8,365.11	162,056.44	81,598.00	80,458.44	89,025.00	182.03%
4530	Reimbursed Expense	-	66,418.89	12,837.00	53,581.89	14,000.00	474.42%
4531	SRO Reimbursement	6,573.82	79,496.49	-	79,496.49	-	N/A
4610	Special Assessments	-	750.00	3,212.00	(2,462.00)	3,500.00	21.43%
4620	Special Assessments - Delinquent	-	-	330.00	(330.00)	364.00	0.00%

**City of Roeland Park**  
**Statement of Activities**  
**For the 11 Months Ended 11/30/2019**

I-All

		Unencumbered						
		Current Month	Year to Date	Budget to Date	Variance	Annual Budget	Balance	% Used
4630	Storm Drainage RC12-013	-	61,586.23	57,981.00	3,605.23	63,250.00	1,663.77	97.37%
4640	Storm Drainage RC12-012	-	91,927.25	84,139.00	7,788.25	91,782.00	(145.25)	100.16%
4650	Storm Drainage RC12-014	-	106,656.64	97,669.00	8,987.64	106,551.00	(105.64)	100.10%
4710	Apt Tower Lease Payment	3,953.07	21,741.95	21,747.00	(5.05)	23,718.00	1,976.05	91.67%
4713	Voicestream Wireless Payment	3,953.08	21,741.92	21,747.00	(5.08)	23,718.00	1,976.08	91.67%
4716	Clearwire Tower Lease Paymt	3,953.07	21,741.84	21,747.00	(5.16)	23,718.00	1,976.16	91.67%
4720	Plans & Spec's	158.00	1,483.00	1,837.00	(354.00)	2,000.00	517.00	74.15%
4725	Police Reports	165.00	4,164.00	5,038.00	(874.00)	5,500.00	1,336.00	75.71%
4730	Tax Increment Income	-	729,642.84	721,138.00	8,504.84	786,692.00	57,049.16	92.75%
4731	Tax Increment Income 3A	-	243,947.32	-	243,947.32	-	(243,947.32)	N/A
4735	Tax Increment Income IB	-	13,436.14	549,263.00	(535,826.86)	599,199.00	585,762.86	2.24%
4755	3rd Floor Lease Revenues	1,780.92	17,633.57	38,522.00	(20,888.43)	42,027.00	24,393.43	41.96%
4767	1% for Art Contribution	-	36,378.23	-	36,378.23	-	(36,378.23)	N/A
4768	Service Line Agreement	-	2,965.47	2,200.00	765.47	2,400.00	(565.47)	123.56%
4770	Solid Waste Agreement	112.50	562,835.55	519,750.00	43,085.55	567,000.00	4,164.45	99.27%
4775	RPPOA Contract	-	31,875.00	29,216.00	2,659.00	31,875.00	-	100.00%
4780	Sale of Assets	-	6,988.00	13,750.00	(6,762.00)	15,000.00	8,012.00	46.59%
4787	RP Community Foundation Donations	375.00	32,727.59	913.00	31,814.59	1,000.00	(31,727.59)	3272.76%
4789	Transfer from General Fund	-	-	111,837.00	(111,837.00)	122,000.00	122,000.00	0.00%
4795	Miscellaneous	-	192,622.09	38,434.00	154,188.09	38,847.00	(153,775.09)	495.85%
4824	Transfer from Public Works	-	-	-	-	-	-	N/A
4830	Transfer from 27A Fund	31,875.00	253,125.00	275,000.00	(21,875.00)	300,000.00	46,875.00	84.38%
4840	Transfer From General Fund	80,391.33	684,308.66	316,151.00	368,157.66	344,888.00	(339,420.66)	198.41%
4841	Transfer from PD/GF	5,860.00	64,460.00	64,460.00	-	70,320.00	5,860.00	91.67%
4842	Transfer from PW/GF	2,016.67	22,183.35	45,100.00	(22,916.65)	49,200.00	27,016.65	45.09%
4843	Transfer from Equip Reserve Fund	-	131,391.00	-	131,391.00	-	(131,391.00)	N/A
4860	Transfer from Special Highway	-	-	-	-	-	-	N/A
4865	Transfer from TIF Funds	42,739.58	143,760.41	-	143,760.41	-	(143,760.41)	N/A
4870	Transfer from 27C	945.33	10,398.63	-	10,398.63	-	(10,398.63)	N/A
<b>Total Revenues</b>		<b>584,579.36</b>	<b>10,877,887.43</b>	<b>19,487,248.00</b>	<b>(8,609,360.57)</b>	<b>20,437,278.00</b>	<b>9,559,390.57</b>	<b>53.23%</b>
<b>Expenditures</b>								
5101	Salaries - Regular	122,588.10	1,394,957.54	1,509,464.00	(114,506.46)	1,646,700.00	251,742.46	84.71%
5102	Salaries-Overtime	4,966.79	45,116.81	45,089.00	27.81	49,200.00	4,083.19	91.70%
5103	Salaries - Elected Officials	3,910.00	41,735.00	43,010.00	(1,275.00)	46,920.00	5,185.00	88.95%
5104	Salaries - Part-time	8,396.49	99,079.65	52,250.00	46,829.65	57,000.00	(42,079.65)	173.82%
5107	Salaries - Intern	-	-	13,200.00	(13,200.00)	14,400.00	14,400.00	0.00%
5108	Salaries - Judge	1,250.00	13,750.00	13,750.00	-	15,000.00	1,250.00	91.67%
5109	Salaries - Prosecutor	1,041.67	11,458.37	11,462.00	(3.63)	12,500.00	1,041.63	91.67%
5122	FICA City Contribution	10,623.95	120,552.64	128,337.00	(7,784.36)	140,000.00	19,447.36	86.11%
5123	KPERS City Contribution	6,797.42	74,640.45	79,563.00	(4,922.55)	86,800.00	12,159.55	85.99%
5124	Ks Unemployment Insurance	126.43	1,257.60	1,650.00	(392.40)	1,800.00	542.40	69.87%
5125	Worker's Compensation	-	48,194.00	42,042.00	6,152.00	45,869.00	(2,325.00)	105.07%
5126	Health/Dental/Vision Insurance	32,864.18	327,231.53	336,600.00	(9,368.47)	367,200.00	39,968.47	89.12%
5127	Health Savings Account	3,942.44	42,004.54	46,618.00	(4,613.46)	50,860.00	8,855.46	82.59%
5128	401A City Contribution	554.64	6,393.00	5,247.00	1,146.00	5,720.00	(673.00)	111.77%
5130	City Paid Life/ST Disability	-	6,145.66	9,075.00	(2,929.34)	9,900.00	3,754.34	62.08%
5131	KP&F City Contribution	13,627.97	162,811.63	176,913.00	(14,101.37)	193,000.00	30,188.37	84.36%
5133	Wellness Incentive	-	-	1,837.00	(1,837.00)	2,000.00	2,000.00	0.00%
5201	Electric	390.65	24,561.86	21,692.00	2,869.86	23,664.00	(897.86)	103.79%
5202	Telephone	765.02	11,120.69	12,298.00	(1,177.31)	13,420.00	2,299.31	82.87%
5203	Printing & Advertising	648.68	3,326.07	3,432.00	(105.93)	3,750.00	423.93	88.70%
5204	Legal Printing	26.01	(263.17)	2,750.00	(3,013.17)	3,000.00	3,263.17	-8.77%
5205	Postage & Mailing Permits	-	2,336.52	5,588.00	(3,251.48)	6,100.00	3,763.48	38.30%
5206	Travel Expense & Training	1,293.33	16,901.82	29,601.00	(12,699.18)	32,310.00	15,408.18	52.31%
5207	Medical Expense & Drug Testing	131.00	1,308.50	1,650.00	(341.50)	1,800.00	491.50	72.69%



**City of Roeland Park**  
**Statement of Activities**  
**For the 11 Months Ended 11/30/2019**

I-All

		Unencumbered					
		Current Month	Year to Date	Budget to Date	Variance	Annual Budget	% Used
5208	Newsletter	-	9,208.38	8,613.00	595.38	9,400.00	97.96%
5209	Professional Services	25,544.07	197,969.52	264,682.00	(66,712.48)	288,750.00	68.56%
5210	Maintenance & Repair Building	-	21,323.48	26,312.00	(4,988.52)	28,700.00	74.30%
5211	Maintenance & Repair Equipment	-	24,087.91	40,975.00	(16,887.09)	44,700.00	53.89%
5212	Utility Asst	-	-	13,750.00	(13,750.00)	15,000.00	0.00%
5213	Audit Fees	-	33,925.00	38,962.00	(5,037.00)	42,500.00	79.82%
5214	Other Contracted Services	5,387.06	102,619.44	145,167.00	(42,547.56)	158,370.00	64.80%
5215	City Attorney	13,463.06	95,977.70	86,955.00	9,022.70	94,860.00	101.18%
5217	Public Art	-	9,957.00	-	9,957.00	-	N/A
5218	IT & Communication	-	19,726.96	24,618.00	(4,891.04)	26,850.00	73.47%
5219	Meeting Expense	21.94	658.61	2,563.00	(1,904.39)	2,800.00	23.52%
5220	Street Light Repair & Maintenance	(277.44)	31,932.82	36,663.00	(4,730.18)	40,000.00	79.83%
5222	Traffic Signal Expense	15,575.59	154,305.36	175,307.00	(21,001.64)	191,246.00	80.68%
5223	Pool Management Fee	-	-	-	-	-	N/A
5224	Laundry Service	-	1,077.32	2,838.00	(1,760.68)	3,100.00	34.75%
5225	Mental Health Co-responder	-	8,014.23	-	8,014.23	-	N/A
5226	Car Allowance	450.00	4,950.00	4,950.00	-	5,400.00	91.67%
5227	Prisoner Care	-	2,800.00	4,587.00	(1,787.00)	5,000.00	56.00%
5228	Fees Due State of Kansas	2,329.50	22,430.50	24,750.00	(2,319.50)	27,000.00	83.08%
5230	Art Commissioner	100.00	1,100.00	1,100.00	-	1,200.00	91.67%
5232	United Community Services	-	4,371.00	4,004.00	367.00	4,371.00	-
5233	JoCo Home Repair - Minor	-	9,000.00	8,250.00	750.00	9,000.00	-
5234	JoCo Home Repair - Major	-	8,000.00	7,337.00	663.00	8,000.00	-
5235	Disposal Fees	480.00	7,341.52	9,163.00	(1,821.48)	10,000.00	73.42%
5236	Community Policing	220.91	(24.27)	462.00	(486.27)	500.00	-
5237	Community Events	1,900.00	5,282.74	3,663.00	1,619.74	4,000.00	-
5238	Animal Control	-	33,100.00	43,197.00	(10,097.00)	47,125.00	-
5240	Equipment Rental	-	-	462.00	(462.00)	500.00	-
5243	Contractual Reimbursement	-	-	-	-	-	-
5248	Strategic Planning	-	-	2,750.00	(2,750.00)	3,000.00	-
5249	Branding Implementation	-	1,483.48	-	1,483.48	-	-
5250	Insurance & Surety Bonds	-	47,396.32	48,334.00	(937.68)	52,725.00	-
5251	Mayor Expenses	-	444.19	920.00	(475.81)	1,000.00	-
5252	City Elections	-	6,462.65	13,750.00	(7,287.35)	15,000.00	-
5253	Public Relations	400.00	4,387.90	3,575.00	812.90	3,900.00	-
5254	Miscellaneous Charges	-	304.01	2,024.00	(1,719.99)	2,200.00	-
5255	JoCo Management Fee	-	62,554.00	76,670.00	(14,116.00)	83,640.00	-
5256	Committee Funds	9.99	2,212.40	4,587.00	(2,374.60)	5,000.00	-
5257	Property Tax Payments	-	-	11,143.00	(11,143.00)	12,155.00	-
5258	RPPOA Common Area Expenses	-	65,722.00	62,906.00	2,816.00	65,722.00	-
5259	Traffic Control Signs	-	1,339.78	4,125.00	(2,785.22)	4,500.00	-
5260	Vehicle Maintenance	2,556.20	21,693.44	14,762.00	6,931.44	16,100.00	-
5262	Grounds Maintenance	22.28	14,326.08	24,288.00	(9,961.92)	26,500.00	-
5263	Tree Maintenance	-	45,482.09	22,913.00	22,569.09	25,000.00	-
5264	Grounds Improvements	-	-	1,375.00	(1,375.00)	1,500.00	-
5265	Computer System R&M	-	-	4,587.00	(4,587.00)	5,000.00	-
5266	Computer Software	-	35,877.96	23,386.00	12,491.96	25,513.00	-
5267	Employee Related Expenses	-	2,178.64	6,413.00	(4,234.36)	7,000.00	-
5271	Composte Bin Rebate Program	-	414.95	2,750.00	(2,335.05)	3,000.00	-
5272	Solid Waste Contract	113.19	432,209.58	475,750.00	(43,540.42)	519,000.00	-
5273	Neighbors Helping Neighbors	473.61	3,673.61	9,163.00	(5,489.39)	10,000.00	-
5282	Property Tax Rebate Program	-	2,865.65	13,750.00	(10,884.35)	15,000.00	-
5283	RP Community Foundation Grant Expense	-	32,165.59	913.00	31,252.59	1,000.00	-
5285	Pool Operations	-	635.00	137,500.00	(136,865.00)	150,000.00	-
5287	Water	117.08	8,947.06	7,337.00	1,610.06	8,000.00	-
5288	Waste Water	197.06	2,741.07	4,499.00	(1,757.93)	4,900.00	-
5289	Natural Gas	569.88	5,594.31	8,063.00	(2,468.69)	8,800.00	-

**City of Roeland Park**  
**Statement of Activities**  
**For the 11 Months Ended 11/30/2019**

I-All

								Unencumbered
		Current Month	Year to Date	Budget to Date	Variance	Annual Budget	Balance	% Used
5290	Street Light Electric	1,780.61	16,619.79	22,352.00	(5,732.21)	24,378.00	7,758.21	68.18%
5292	Fireworks	-	2,127.67	2,288.00	(160.33)	2,500.00	372.33	85.11%
5301	Office Supplies	(145.23)	4,948.18	7,062.00	(2,113.82)	7,700.00	2,751.82	64.26%
5302	Motor Fuels & Lubricants	2,854.11	37,202.90	33,660.00	3,542.90	36,711.00	(491.90)	101.34%
5303	Sand and Salt	-	27,988.47	22,913.00	5,075.47	25,000.00	(2,988.47)	111.95%
5304	Janitorial Supplies	112.42	1,981.95	2,530.00	(548.05)	2,750.00	768.05	72.07%
5305	Dues, Subscriptions, & Books	-	15,657.58	21,879.00	(6,221.42)	23,860.00	8,202.42	65.62%
5306	Materials	192.67	2,873.38	4,587.00	(1,713.62)	5,000.00	2,126.62	57.47%
5307	Other Commodities	1,804.96	6,698.52	12,375.00	(5,676.48)	13,500.00	6,801.48	49.62%
5308	Clothing & Uniforms	149.30	11,651.80	13,332.00	(1,680.20)	14,550.00	2,898.20	80.08%
5309	Amunition	-	-	2,288.00	(2,288.00)	2,500.00	2,500.00	0.00%
5310	Training Supplies	-	-	462.00	(462.00)	500.00	500.00	0.00%
5311	Pool Equipment	-	-	-	-	-	-	N/A
5312	Grounds Supplies and Equipment	-	-	-	-	-	-	N/A
5313	Safety Supplies/Equip	-	-	-	-	-	-	N/A
5314	Operating Supplies/Personal Care	-	-	-	-	-	-	N/A
5315	Machinery & Auto Equipment	-	67,978.20	109,560.00	(41,581.80)	119,520.00	51,541.80	56.88%
5316	K9 Expenses	-	699.15	-	699.15	-	(699.15)	N/A
5317	Special Law Enforcement Expenses	-	1,210.50	-	1,210.50	-	(1,210.50)	N/A
5318	Tools	7.42	862.62	2,288.00	(1,425.38)	2,500.00	1,637.38	34.50%
5319	Rain Barrel Reimbursement	119.50	251.99	-	251.99	-	(251.99)	N/A
5325	Concessions food and supplies	-	-	-	-	-	-	N/A
5326	Chemicals	-	-	-	-	-	-	N/A
5403	Office Equipment	-	1,715.56	4,125.00	(2,409.44)	4,500.00	2,784.44	38.12%
5404	Furnishings & Appliances	-	-	-	-	-	-	N/A
5410	Technology Upgrades	-	18,183.20	-	18,183.20	-	(18,183.20)	N/A
5421	Street Maintenance	26.12	369,180.19	297,913.00	71,267.19	325,000.00	(44,180.19)	113.59%
5425	Other Capital Outlay	-	18,995.44	28,787.00	(9,791.56)	31,400.00	12,404.56	60.50%
5430	Residential Street Reconstruction	-	401,936.37	489,500.00	(87,563.63)	534,000.00	132,063.63	75.27%
5442	Building Improvement	-	11,625.00	82,038.00	(70,413.00)	89,500.00	77,875.00	12.99%
5454	Sidewalk Improvements	-	24,153.00	22,913.00	1,240.00	25,000.00	847.00	96.61%
5457	CARS 2020 - Roe	4,208.40	458,409.33	224,587.00	233,822.33	245,000.00	(213,409.33)	187.11%
5458	CARS 2018	-	191,930.92	-	191,930.92	-	(191,930.92)	N/A
5459	CARS 2019	-	155,332.94	175,087.00	(19,754.06)	191,000.00	35,667.06	81.33%
5460	CARS 2022 - 53rd Street	-	-	-	-	-	-	N/A
5461	CARS 2022 - Nall Avenue	-	-	-	-	-	-	N/A
5462	CARS 2023	-	-	-	-	-	-	N/A
5469	Stormwater Maintenance	-	40,677.05	155,837.00	(115,159.95)	170,000.00	129,322.95	23.93%
5470	Park Maint/Infrastructure	-	55,940.02	58,663.00	(2,722.98)	64,000.00	8,059.98	87.41%
5472	R Park Development Plan	-	24,117.95	-	24,117.95	-	(24,117.95)	N/A
5498	CDBG - 2019	-	145,845.29	179,663.00	(33,817.71)	196,000.00	50,154.71	74.41%
5601	Bond Principal	(9,089.46)	190,812.93	155,309.00	35,503.93	169,419.00	(21,393.93)	112.63%
5602	Bond Interest	9,089.46	13,390.72	251,537.00	(238,146.28)	274,408.00	261,017.28	4.88%
5608	Principal Bonds - 2010-1	-	280,000.00	256,663.00	23,337.00	280,000.00	-	100.00%
5609	Interest Bonds - 2010-1	-	33,415.00	30,635.00	2,780.00	33,415.00	-	100.00%
5614	Bond Principal 2014-1	112,000.00	112,000.00	102,663.00	9,337.00	112,000.00	-	100.00%
5615	Bond Interest 2014-1	2,543.75	5,086.25	4,664.00	422.25	5,088.00	1.75	99.97%
5628	Principal Bonds - 2011-2	85,000.00	85,000.00	77,913.00	7,087.00	85,000.00	-	100.00%
5629	Interest Bonds - 2011-2	11,903.75	23,807.50	21,824.00	1,983.50	23,808.00	0.50	100.00%
5644	Principal Bonds - 2012-1	370,000.00	370,000.00	339,174.00	30,826.00	370,000.00	-	100.00%
5645	Interest Bonds - 2012-1	12,303.75	24,607.50	22,561.00	2,046.50	24,608.00	0.50	100.00%
5707	Fututre CIP - Building Reserve	-	-	27,852.00	(27,852.00)	30,388.00	30,388.00	0.00%
5721	CID #1 Expenses	-	-	2,757,337.00	(2,757,337.00)	3,008,000.00	3,008,000.00	0.00%
5725	Property Tax Reduction Appeals	-	-	141,405.00	(141,405.00)	154,250.00	154,250.00	0.00%
5751	TIF Fund Expenditure	-	-	316,437.00	(316,437.00)	345,200.00	345,200.00	0.00%
5801	Transfer of Funds	-	131,391.00	-	131,391.00	-	(131,391.00)	N/A
5802	Transfer to General Fund	43,684.91	154,159.04	-	154,159.04	-	(154,159.04)	N/A

**City of Roeland Park**  
**Statement of Activities**  
For the 11 Months Ended 11/30/2019

I-All

		Unencumbered					
		<u>Current Month</u>	<u>Year to Date</u>	<u>Budget to Date</u>	<u>Variance</u>	<u>Annual Budget</u>	<u>Balance</u> <u>% Used</u>
5819	Transfer to TIF 1 Fund-370	-	-	-	-	-	-      N/A
5818	Transfer to Bond & Interest Fund	31,875.00	253,125.00	297,000.00	(43,875.00)	325,000.00	71,875.00      77.88%
5821	Transfer to TIF 2	-	-	111,837.00	(111,837.00)	122,000.00	122,000.00      0.00%
5823	Transfer to 27D	41,666.33	258,333.66	183,337.00	74,996.66	200,000.00	(58,333.66)      129.17%
5825	Transfer to Equip Reserve Fund	11,601.67	127,618.35	219,461.00	(91,842.65)	239,408.00	111,789.65      53.31%
5826	Transfer to Aquatic Fund	35,000.00	385,000.00	-	385,000.00	-	(385,000.00)      N/A
5834	Bond Principal - 2010-1	-	-	-	-	-	-      N/A
5835	Bond Interest - 2010-1	-	-	-	-	-	-      N/A
<b>Total Expenditures</b>		<u>1,052,288.19</u>	<u>8,629,409.60</u>	<u>11,854,979.00</u>	<u>(3,225,569.40)</u>	<u>12,930,801.00</u>	<u>4,301,391.40</u> <b>66.74%</b>
<b>Change in Fund Balance</b>		<u>\$ (467,708.83)</u>	<u>\$ 2,248,477.83</u>	<u>\$ 7,632,269.00</u>	<u>\$ (5,383,791.17)</u>	<u>\$ 7,506,477.00</u>	<u>\$ 5,257,999.17</u>

**City of Roeland Park**  
**Statement of Activities - BY FUND**  
**For the 11 Months Ended 11/30/2019**

I-By Fund

					2019 Approved		% Used
		Current Month	Year to Date	Budget to Date	Budget	2019 Projected	
4000..4999	<b>Revenues</b>						
000..115	General Fund	\$ 300,514.65	\$ 5,659,180.42	\$ 5,413,793.00	\$ 5,905,946.00	\$ 5,934,364.00	95.36%
200	Bond & Interest Fund	\$ 32,478.64	\$ 690,664.84	\$ 837,398.00	\$ 902,202.00	712,380.00	96.95%
220	Aquatic Center Fund	\$ 35,157.91	\$ 518,741.88	\$ -	\$ -	704,807.00	73.60%
250	Special Highway Fund	\$ 110.67	\$ 187,448.57	\$ 398,602.00	\$ 413,930.00	183,980.00	101.89%
270	Special Street Fund 27 - A	\$ 78,318.84	\$ 1,004,693.04	\$ 1,204,769.00	\$ 1,293,422.00	1,154,664.00	87.01%
290	Special Street Fund 27 - C	\$ 16,349.65	\$ 180,055.37	\$ 727,805.00	\$ 744,394.00	192,154.00	93.70%
300	Special Infrastructure 27 - D	\$ 74,380.94	\$ 742,882.97	\$ 1,222,267.00	\$ 1,285,984.00	823,304.00	90.23%
360	Equipment & Bldg Reserve Fund	\$ 11,837.55	\$ 132,317.89	\$ 448,369.00	\$ 468,316.00	1,342,274.00	9.86%
370	TIF 1A/B - Bella Roe / Walmart	\$ 716.77	\$ 403,824.32	\$ 1,875,552.00	\$ 1,961,349.00	401,076.00	100.69%
400	TDD#1 - Price Chopper	\$ 20,357.86	\$ 252,691.29	\$ 2,978,494.00	\$ 3,001,903.00	255,027.00	99.08%
410	TDD#2 - Lowes	\$ 12,228.64	\$ 115,746.10	\$ 817,511.00	\$ 829,304.00	120,999.00	95.66%
420	CID #1 - RP Shopping Center	\$ 1,591.95	\$ 350,609.57	\$ 2,987,872.00	\$ 3,014,307.00	327,461.00	107.07%
450	TIF 2A/D - McDonalds / City Hall	\$ 332.96	\$ 276,785.88	\$ 441,687.00	\$ 477,226.00	249,344.00	111.01%
480	TIF 2C - Valley State Bank	\$ -	\$ 46,673.57	\$ 32,472.00	\$ 35,425.00	49,237.00	94.79%
510	TIF 3C - Old Pool Area	\$ 202.33	\$ 281,724.72	\$ 48,334.00	\$ 51,247.00	280,400.00	100.47%
520	Property Owners Association	\$ -	\$ 33,847.00	\$ 52,323.00	\$ 52,323.00	33,847.00	100.00%
	<b>Total Revenues</b>	<b>584,579.36</b>	<b>10,877,887.43</b>	<b>19,487,248.00</b>	<b>20,437,278.00</b>	<b>12,765,318.00</b>	<b>85.21%</b>
5000..9999	<b>Expenditures</b>						
000..115	General Fund	298,844.18	4,823,113.06	5,334,006.00	5,819,904.00	5,884,853.00	81.96%
200	Bond & Interest Fund	422,306.25	763,376.25	721,303.00	786,879.00	764,129.00	99.90%
220	Aquatic Center Fund	3,322.51	23,336.99	-	-	603,025.00	3.87%
250	Special Highway Fund	64,480.00	92,468.47	104,929.00	114,480.00	89,480.00	103.34%
270	Special Street Fund 27 - A	35,010.45	1,205,492.80	1,031,250.00	1,125,000.00	1,335,247.00	90.28%
290	Special Street Fund 27 - C	11,690.64	139,656.75	163,658.00	178,548.00	226,252.00	61.73%
300	Special Infrastructure 27 - D	772.63	471,128.03	536,239.00	585,000.00	748,693.00	62.93%
360	Equipment & Bldg Reserve Fund	-	200,169.20	219,450.00	239,408.00	286,611.00	69.84%
370	TIF 1A/B - Bella Roe / Walmart	(4,516.33)	130,731.17	132,000.00	143,990.00	541,017.00	24.16%
400	TDD#1 - Price Chopper	333.33	121,319.63	257,499.00	280,908.00	20,000.00	606.60%
410	TDD#2 - Lowes	166.67	42,222.37	129,712.00	141,494.00	9,000.00	469.14%
420	CID #1 - RP Shopping Center	-	-	2,757,337.00	3,008,000.00	-	N/A
450	TIF 2A/D - McDonalds / City Hall	219,773.86	533,068.83	403,249.00	439,890.00	443,577.00	120.18%
480	TIF 2C - Valley State Bank	-	50,028.65	32,472.00	35,425.00	50,853.00	98.38%
510	TIF 3C - Old Pool Area	104.00	1,347.40	-	-	120,000.00	1.12%
520	Property Owners Association	-	31,950.00	31,875.00	31,875.00	31,875.00	100.24%
	<b>Total Expenditures</b>	<b>1,052,288.19</b>	<b>8,629,409.60</b>	<b>11,854,979.00</b>	<b>12,930,801.00</b>	<b>11,154,612.00</b>	<b>77.36%</b>
	<b>Change in Fund Balance</b>	<b>\$ (467,708.83)</b>	<b>\$ 2,248,477.83</b>	<b>\$ 7,632,269.00</b>	<b>\$ 7,506,477.00</b>	<b>\$ 1,610,706.00</b>	



**City of Roeland Park**  
**Statement of Activities - General Operating Fund**  
**For the 11 Months Ended 11/30/2019**

I-GF

			Current Month	Year-to-Date	Budget to Date	2019 Approved Budget	2019 Projected	Projected vs. YTD Actual	% Remaining
<b>Revenues</b>									
100..108	4010	Cash Carryforward	\$ -	\$ -	\$ -	\$ -		\$ -	N/A
<b>Taxes</b>									
101..108	4050	Ad Valorem Tax	-	1,893,838.92	2,039,862.00	2,225,307.00	1,891,320.36	(2,518.56)	100.13%
101..108	4070	Personal Property Tax - Delinquent	-	12.31	187.00	200.00	200.00	187.69	6.16%
101..108	4080	Real Property Tax - Delinquent	-	27,655.37	9,163.00	10,000.00	10,000.00	(17,655.37)	276.55%
		<b>Total Taxes</b>	-	1,921,506.60	2,049,212.00	2,235,507.00	1,901,520.36	(19,986.24)	101.05%
<b>Franchise Taxes</b>									
101..108	4310	Franchise Fee - Electric	29,802.47	219,797.48	271,293.00	295,959.00	262,733.90	42,936.42	83.66%
101..108	4320	Franchise Fee - Gas	8,142.71	112,959.29	109,252.00	119,180.00	119,180.00	6,220.71	94.78%
101..108	4330	Franchise Fee - Telephone	466.80	4,001.98	6,226.00	6,790.00	5,445.39	1,443.41	73.49%
101..108	4340	Franchise Fee - Telecable	12,880.12	78,057.48	86,251.00	94,090.00	78,115.20	57.72	99.93%
101..108	4350	Franchise Fee - Cellular	-	-	22.00	25.00	25.00	25.00	0.00%
		<b>Total Franchise Taxes</b>	51,292.10	414,816.23	473,044.00	516,044.00	465,499.49	50,683.26	89.11%
<b>Special Assessments</b>									
101..115	4610	Special Assessments	-	750.00	3,212.00	3,500.00	-	(750.00)	N/A
101..108	4770	Solid Waste Agreement	112.50	562,835.55	519,750.00	567,000.00	561,000.00	(1,835.55)	100.33%
		<b>Total Special Assessments</b>	112.50	563,585.55	522,962.00	570,500.00	561,000.00	(2,585.55)	100.46%
<b>Intergovernmental Revenue</b>									
101..108	4020	Recreational Vehicle Tax	-	900.75	550.00	600.00	600.00	(300.75)	150.13%
101..108	4021	Commercial Vehicle Tax	-	-	-	-	-	-	N/A
101..108	4030	City/County Alcohol Tax Distrib	-	-	-	-	-	-	N/A
101..108	4040	Heavy Trucks Tax	-	665.39	1,034.00	1,130.00	600.00	(65.39)	110.90%
101..108	4060	Motor Vehicle Tax	-	218,243.36	204,116.00	222,676.00	218,222.48	(20.88)	100.01%
101..108	4110	City/county Sales & Use Tax	54,132.31	575,730.98	585,310.00	638,518.00	624,660.58	48,929.59	92.17%
101..108	4115	Sales Tax 27B (280 Fund)	48,319.18	525,729.91	545,952.00	595,586.00	564,142.68	38,412.77	93.19%
101..108	4120	County Jail Tax	13,533.12	143,933.18	148,874.00	162,408.00	156,165.84	12,232.66	92.17%
101..108	4130	Safety Sales Tax	13,533.12	143,933.19	148,874.00	162,408.00	156,165.84	12,232.65	92.17%
101..108	4141	Alcohol Tax	-	17.50	-	-	50.00	32.50	35.00%
101..108	4145	Transient Guest Tax	-	8,418.66	-	-	-	(8,418.66)	N/A
101..108	4156	FEMA Grant	-	-	-	-	-	-	N/A
		<b>Total Intergovernmental Revenue</b>	129,517.73	1,617,572.92	1,634,710.00	1,783,326.00	1,720,607.42	103,034.50	94.01%
<b>Licenses and Permits</b>									
101..108	4210	Street Cutting Permit	840.00	9,300.00	6,875.00	7,500.00	7,500.00	(1,800.00)	124.00%
101..108	4215	Building Permit	5,405.00	56,521.35	55,000.00	60,000.00	60,000.00	3,478.65	94.20%
101..108	4220	Electrical Permit	100.00	4,063.00	2,750.00	3,000.00	2,500.00	(1,563.00)	162.52%
101..108	4225	Mechanical Permit	125.00	5,874.00	6,413.00	7,000.00	5,500.00	(374.00)	106.80%
101..108	4230	Plumbing Permit	75.00	2,155.00	1,375.00	1,500.00	2,000.00	(155.00)	107.75%
101..108	4235	Garage Sale Permit	21.00	312.00	462.00	500.00	400.00	88.00	78.00%
101..108	4240	Sign Permit	-	1,193.00	913.00	1,000.00	1,500.00	307.00	79.53%
101..108	4245	Cereal Malt Beverage License	600.00	550.00	297.00	325.00	325.00	(225.00)	169.23%
101..108	4250	Animal Licenses	150.00	4,411.50	6,600.00	7,200.00	6,500.00	2,088.50	67.87%
101..108	4255	Home Occupational Licenses	200.00	1,040.00	913.00	1,000.00	1,000.00	(40.00)	104.00%
101..108	4260	Rental Licenses	1,446.51	24,888.95	32,087.00	35,000.00	34,000.00	9,111.05	73.20%
101..108	4265	Business Occupational Licenses	14,737.84	48,893.11	46,750.00	51,000.00	51,000.00	2,106.89	95.87%
		<b>Total Licenses and Permits</b>	23,700.35	159,201.91	160,435.00	175,025.00	172,225.00	13,023.09	92.44%
<b>Fines and Forfeitures</b>									
101..108	4410	Fine	24,177.50	258,662.10	291,489.00	317,988.00	290,000.00	31,337.90	89.19%
101..108	4415	Court Costs	2,024.50	30,432.66	27,500.00	30,000.00	30,000.00	(432.66)	101.44%
101..108	4420	State Fees	1,813.50	22,362.00	23,837.00	26,000.00	24,000.00	1,638.00	93.18%
101..108	4430	Bond Forfeits	-	4,520.00	1,837.00	2,000.00	2,000.00	(2,520.00)	226.00%
		<b>Total Fines and Forfeitures</b>	28,015.50	315,976.76	344,663.00	375,988.00	346,000.00	30,023.24	91.32%
<b>Other Sources</b>									
101..108	4393	Bullet Proof Vest Grant	-	1,382.60	2,288.00	2,500.00	2,500.00	1,117.40	55.30%
01..108,11	4530	Reimbursed Expense	-	2,038.54	12,837.00	14,000.00	14,500.00	12,461.46	14.06%
101..108	4531	SRO Reimbursement	6,573.82	79,496.49	-	-	76,099.00	(3,397.49)	104.46%

**City of Roeland Park**  
**Statement of Activities - General Operating Fund**  
**For the 11 Months Ended 11/30/2019**

			2019 Approved				Projected vs. YTD	%	
			Current Month	Year-to-Date	Budget to Date	Budget	2019 Projected	Actual	Remaining
101..108	4710	Apt Tower Lease Payment	3,953.07	21,741.95	21,747.00	23,718.00	23,718.00	1,976.05	91.67%
101..108	4713	Voicestream Wireless Payment	3,953.08	21,741.92	21,747.00	23,718.00	23,718.00	1,976.08	91.67%
101..108	4716	Clearwire Tower Lease Paymt	3,953.07	21,741.84	21,747.00	23,718.00	23,718.00	1,976.16	91.67%
101..108	4720	Plans & Spec's	158.00	1,483.00	1,837.00	2,000.00	2,000.00	517.00	74.15%
101..108	4725	Police Reports	165.00	4,164.00	5,038.00	5,500.00	5,500.00	1,336.00	75.71%
101..108	4755	3rd Floor Lease Revenues	1,780.92	17,633.57	38,522.00	42,027.00	21,195.00	3,561.43	83.20%
101..108	4767	1% for Art Contribution	-	36,378.23	-	-	36,378.00	(0.23)	100.00%
101..108	4768	Service Line Agreement	-	2,965.47	2,200.00	2,400.00	2,965.00	(0.47)	100.02%
101..108	4775	RPPOA Contract	-	31,875.00	29,216.00	31,875.00	31,875.00	-	100.00%
101..108	4780	Sale of Assets	-	6,988.00	13,750.00	15,000.00	15,000.00	8,012.00	46.59%
101..108	4787	RP Community Foundation Donations	375.00	32,727.59	913.00	1,000.00	33,500.00	772.41	97.69%
101..108	4795	Miscellaneous	-	158,775.09	4,587.00	5,000.00	162,000.00	3,224.91	98.01%
Total Other Sources			20,911.96	441,133.29	176,429.00	192,456.00	474,666.00	33,532.71	92.94%
Other									
101..108	4510..4511	Interest on Investment	3,279.60	67,278.12	51,425.00	56,100.00	85,000.00	17,721.88	79.15%
Total Other			3,279.60	67,278.12	51,425.00	56,100.00	85,000.00	17,721.88	79.15%
Transfer-In									
101..108	4865	Transfer from TIF Funds	42,739.58	143,760.41	-	-	186,500.00	42,739.59	77.08%
101..109	4870	Transfer from 27C	945.33	10,398.63	-	-	11,344.00	945.37	91.67%
Total Transfer-In			43,684.91	154,159.04	-	-	197,844.00	43,684.96	77.92%
101..108	Total Revenues		300,514.65	5,655,230.42	5,412,880.00	5,904,946.00	5,924,362.27	269,131.85	95.46%
Expenditures									
General Overhead									
101	5201	Electric	-	18,506.18	15,895.00	17,340.00	17,340.00	(1,166.18)	106.73%
101	5202	Telephone	-	405.03	913.00	1,000.00	1,000.00	594.97	40.50%
101	5203	Printing & Advertising	-	1,206.00	1,650.00	1,800.00	2,800.00	1,594.00	43.07%
101	5204	Legal Printing	26.01	(263.17)	2,750.00	3,000.00	3,000.00	3,263.17	-8.77%
101	5205	Postage & Mailing Permits	-	2,266.32	5,500.00	6,000.00	6,000.00	3,733.68	37.77%
101	5207	Medical Expense & Drug Testing	-	-	-	-	-	-	N/A
101	5208	Newsletter	-	9,208.38	8,613.00	9,400.00	12,600.00	3,391.62	73.08%
101	5209	Professional Services	17,360.84	58,302.81	94,050.00	102,600.00	190,000.00	131,697.19	30.69%
101	5210	Maintenance & Repair Building	-	6,279.54	9,163.00	10,000.00	12,000.00	5,720.46	52.33%
101	5211	Maintenace & Repair Equipment	-	72.03	-	-	200.00	127.97	36.02%
101	5212	Utility Asst	-	-	13,750.00	15,000.00	15,000.00	15,000.00	0.00%
101	5213	Audit Fees	-	33,925.00	38,962.00	42,500.00	33,900.00	(25.00)	100.07%
101	5214	Other Contracted Services	3,269.37	46,609.28	70,213.00	76,600.00	60,770.00	14,160.72	76.70%
101	5215	City Attorney	13,463.06	95,977.70	86,955.00	94,860.00	94,860.00	(1,117.70)	101.18%
101	5217	Public Art	-	9,957.00	-	-	25,000.00	15,043.00	39.83%
101	5218	IT & Communication	-	19,726.96	24,618.00	26,850.00	26,850.00	7,123.04	73.47%
101	5219	Meeting Expense	21.94	489.80	1,837.00	2,000.00	1,500.00	1,010.20	32.65%
101	5220	Street Light Repair & Maintenance	(277.44)	31,932.82	36,663.00	40,000.00	40,000.00	8,067.18	79.83%
101	5222	Traffic Signal Expense	15,575.59	154,305.36	175,307.00	191,246.00	188,458.00	34,152.64	81.88%
101	5230	Art Commissioner	100.00	1,100.00	1,100.00	1,200.00	1,200.00	100.00	91.67%
101	5232	United Community Services	-	4,371.00	4,004.00	4,371.00	4,371.00	-	100.00%
101	5233	JoCo Home Repair - Minor	-	9,000.00	8,250.00	9,000.00	9,000.00	-	100.00%
101	5234	JoCo Home Repair - Major	-	8,000.00	7,337.00	8,000.00	8,000.00	-	100.00%
101	5237	Community Events	1,900.00	5,282.74	3,663.00	4,000.00	8,700.00	3,417.26	60.72%
101	5248	Strategic Planning	-	-	2,750.00	3,000.00	-	-	N/A
101	5249	Branding Implementation	-	1,483.48	-	-	4,000.00	2,516.52	37.09%
101	5250	Insurance & Surety Bonds	-	42,846.96	43,879.00	47,867.00	42,922.00	75.04	99.83%
101	5252	City Elections	-	6,462.65	13,750.00	15,000.00	15,463.00	9,000.35	41.79%
101	5253	Public Relations	400.00	4,387.90	3,212.00	3,500.00	3,500.00	(887.90)	125.37%
101	5254	Miscellaneous Charges	-	229.01	913.00	1,000.00	1,000.00	770.99	22.90%
101	5256	Committee Funds	9.99	2,212.40	4,587.00	5,000.00	5,000.00	2,787.60	44.25%
101	5257	Property Tax Payments	-	-	11,143.00	12,155.00	6,364.00	6,364.00	0.00%
101	5258	RPPOA Common Area Expenses	-	33,847.00	31,031.00	33,847.00	33,847.00	-	100.00%
101	5265	Computer System R&M	-	-	4,587.00	5,000.00	500.00	500.00	0.00%
101	5266	Computer Software	-	30,984.16	20,625.00	22,500.00	35,008.00	4,023.84	88.51%

**City of Roeland Park**  
**Statement of Activities - General Operating Fund**  
**For the 11 Months Ended 11/30/2019**

			2019 Approved				Projected vs. YTD	%	
			Current Month	Year-to-Date	Budget to Date	Budget	2019 Projected	Actual	Remaining
101	5267	Employee Related Expenses	-	2,178.64	6,413.00	7,000.00	7,000.00	4,821.36	31.12%
101	5273	Neighbors Helping Neighbors	473.61	3,673.61	9,163.00	10,000.00	10,000.00	6,326.39	36.74%
101	5282	Property Tax Rebate Program	-	2,865.65	13,750.00	15,000.00	5,000.00	2,134.35	57.31%
101	5283	RP Community Foundation Grant Expense	-	32,165.59	913.00	1,000.00	33,500.00	1,334.41	96.02%
101	5285	Pool Operations	-	635.00	137,500.00	150,000.00	-	(635.00)	N/A
101	5287	Water	56.57	1,374.58	1,375.00	1,500.00	1,500.00	125.42	91.64%
101	5288	Waste Water	38.41	736.93	1,562.00	1,700.00	2,000.00	1,263.07	36.85%
101	5289	Natural Gas	198.30	1,815.60	2,750.00	3,000.00	3,150.00	1,334.40	57.64%
101	5292	Fireworks	-	2,127.67	2,288.00	2,500.00	2,500.00	372.33	85.11%
101	5301	Office Supplies	(145.23)	4,897.77	6,875.00	7,500.00	7,000	2,102.23	69.97%
101	5304	Janitorial Supplies	76.82	1,830.93	1,837.00	2,000.00	1,400	(430.93)	130.78%
101	5305	Dues, Subscriptions, & Books	-	11,170.50	16,588.00	18,100.00	12,600	1,429.50	88.65%
101	5307	Other Commodities	1,804.96	4,624.03	4,587.00	5,000.00	3,000.00	(1,624.03)	154.13%
101	5751	TIF Fund Expenditure	-	-	295,537.00	322,400.00	-	-	N/A
101	5818	Transfer to Bond & Interest Fund	-	-	22,000.00	25,000.00	-	-	N/A
101	5819	Transfer to TIF 1 Fund-370	-	-	-	-	-	-	N/A
101	5821	Transfer to TIF 2	-	-	111,837.00	122,000.00	-	-	N/A
101	5823	Transfer to 27D	41,666.33	258,333.66	183,337.00	200,000.00	300,000.00	41,666.34	86.11%
101	5824	Transfer to Special Infrastructure	-	-	-	-	-	-	N/A
101	5825	Transfer to Equip Reserve Fund	3,725.00	40,975.00	109,901.00	119,888.00	44,700.00	3,725.00	91.67%
101	5826	Transfer to Aquatic Fund	35,000.00	385,000.00	-	-	420,000.00	35,000.00	91.67%
		Total General Overhead	134,744.13	1,393,519.50	1,675,883.00	1,829,224.00	1,763,503.00	369,983.50	79.02%
Police									
102	5101	Salaries - Regular	62,257.06	745,064.64	809,413.00	883,000.00	900,000.00	154,935.36	82.78%
102	5102	Salaries-Overtime	3,253.08	33,587.88	33,913.00	37,000.00	38,000.00	4,412.12	88.39%
102	5104	Salaries - Part-time	4,496.99	58,378.55	19,250.00	21,000.00	38,000.00	(20,378.55)	153.63%
102	5202	Telephone	270.00	5,588.45	6,413.00	7,000.00	7,000.00	1,411.55	79.84%
102	5203	Printing & Advertising	-	-	231.00	250.00	250.00	250.00	0.00%
102	5205	Postage & Mailing Permits	-	70.20	88.00	100.00	100.00	29.80	70.20%
102	5206	Travel Expense & Training	150.00	5,453.93	6,413.00	7,000.00	7,000.00	1,546.07	77.91%
102	5207	Medical Expense & Drug Testing	-	463.50	913.00	1,000.00	1,000.00	536.50	46.35%
102	5210	Maintenance & Repair Building	-	20.80	187.00	200.00	200.00	179.20	10.40%
102	5211	Maintenance & Repair Equipment	-	590.32	4,125.00	4,500.00	4,500.00	3,909.68	13.12%
102	5214	Other Contracted Services	285.69	11,540.19	19,371.00	21,130.00	14,171.00	2,630.81	81.44%
102	5217	Mental Health Corresponder	-	-	-	-	19,428.00	19,428.00	0.00%
102	5219	Meeting Expense	-	17.98	88.00	100.00	100.00	82.02	17.98%
102	5224	Laundry Service	-	1,077.32	2,838.00	3,100.00	3,100.00	2,022.68	34.75%
102	5225	Mental Health Co-responder	-	8,014.23	-	-	-	(8,014.23)	N/A
102	5236	Community Policing	220.91	(24.27)	462.00	500.00	500.00	524.27	-4.85%
102	5238	Animal Control	-	33,100.00	43,197.00	47,125.00	33,100.00	-	100.00%
102	5250	Insurance & Surety Bonds	-	-	143.00	150.00	150.00	150.00	0.00%
102	5254	Miscellaneous Charges	-	-	462.00	500.00	500.00	500.00	0.00%
102	5260	Vehicle Maintenance	2,556.20	19,942.49	7,788.00	8,500.00	15,000.00	(4,942.49)	132.95%
102	5266	Computer Software	-	1,125.00	-	-	-	(1,125.00)	N/A
102	5301	Office Supplies	-	50.41	187.00	200.00	200.00	149.59	25.21%
102	5302	Motor Fuels & Lubricants	1,993.10	21,324.80	20,218.00	22,050.00	22,050.00	725.20	96.71%
102	5305	Dues, Subscriptions, & Books	-	1,016.94	968.00	1,050.00	1,005.00	(11.94)	101.19%
102	5306	Materials	-	33.75	462.00	500.00	500.00	466.25	6.75%
102	5307	Other Commodities	-	804.40	2,750.00	3,000.00	3,000.00	2,195.60	26.81%
102	5308	Clothing & Uniforms	-	8,431.80	9,163.00	10,000.00	10,000.00	1,568.20	84.32%
102	5309	Amunition	-	-	2,288.00	2,500.00	2,500.00	2,500.00	0.00%
102	5310	Training Supplies	-	-	462.00	500.00	500.00	500.00	0.00%
102	5825	Transfer to Equip Reserve Fund	5,860.00	64,460.00	64,460.00	70,320.00	70,320.00	5,860.00	91.67%
		Total Police	81,343.03	1,020,133.31	1,056,253.00	1,152,275.00	1,192,174.00	172,040.69	85.57%
Court									
103	5101	Salaries - Regular	3,512.00	41,100.58	41,888.00	45,700.00	45,700.00	4,599.42	89.94%
103	5102	Salaries-Overtime	111.28	1,144.81	913.00	1,000.00	1,000.00	(144.81)	114.48%
103	5108	Salaries - Judge	1,250.00	13,750.00	13,750.00	15,000.00	15,000.00	1,250.00	91.67%
103	5109	Salaries - Prosecutor	1,041.67	11,458.37	11,462.00	12,500.00	12,500.00	1,041.63	91.67%
103	5202	Telephone	-	-	165.00	180.00	180.00	180.00	0.00%

**City of Roeland Park**  
**Statement of Activities - General Operating Fund**  
**For the 11 Months Ended 11/30/2019**

			2019 Approved				Projected vs. YTD	%	
			Current Month	Year-to-Date	Budget to Date	Budget	2019 Projected	Actual	Remaining
103	5203	Printing & Advertising	-	-	363.00	400.00	400.00	400.00	0.00%
103	5206	Travel Expense & Training	-	-	187.00	200.00	200.00	200.00	0.00%
103	5209	Professional Services	-	4,373.75	6,413.00	7,000.00	7,000.00	2,626.25	62.48%
103	5211	Maintenace & Repair Equipment	-	-	187.00	200.00	200.00	200.00	0.00%
103	5219	Meeting Expense	-	-	88.00	100.00	100.00	100.00	0.00%
103	5227	Prisoner Care	-	2,800.00	4,587.00	5,000.00	4,000.00	1,200.00	70.00%
103	5228	Fees Due State of Kansas	2,329.50	22,430.50	24,750.00	27,000.00	27,000.00	4,569.50	83.08%
103	5250	Insurance & Surety Bonds	-	-	22.00	25.00	25.00	25.00	0.00%
103	5254	Miscellaneous Charges	-	-	187.00	200.00	200.00	200.00	0.00%
103	5266	Computer Software	-	3,368.80	2,398.00	2,613.00	2,613.00	(755.80)	128.92%
103	5305	Dues, Subscriptions, & Books	-	200.00	231.00	250.00	250.00	50.00	80.00%
103	5308	Clothing & Uniforms	-	40.00	231.00	250.00	-	(40.00)	N/A
103	5410	Technology Upgrades	-	18,183.20	-	-	61,271.00	43,087.80	29.68%
Total Court			8,244.45	118,850.01	107,822.00	117,618.00	177,639.00	58,788.99	66.91%
Neighborhood Services									
104	5101	Salaries - Regular	8,376.00	98,137.89	99,913.00	109,000.00	109,000.00	10,862.11	90.03%
104	5102	Salaries-Overtime	-	15.93	913.00	1,000.00	1,000.00	984.07	1.59%
104	5202	Telephone	140.02	1,460.18	1,210.00	1,320.00	1,680.00	219.82	86.92%
104	5203	Printing & Advertising	-	-	913.00	1,000.00	1,000.00	1,000.00	0.00%
104	5206	Travel Expense & Training	535.35	535.35	2,805.00	3,060.00	1,100.00	564.65	48.67%
104	5214	Other Contracted Services	-	-	5,038.00	5,500.00	5,500.00	5,500.00	0.00%
104	5219	Meeting Expense	-	111.13	187.00	200.00	200.00	88.87	55.57%
104	5260	Vehicle Maintenance	-	100.85	1,012.00	1,100.00	1,100.00	999.15	9.17%
104	5302	Motor Fuels & Lubricants	60.48	334.28	583.00	636.00	636.00	301.72	52.56%
104	5305	Dues, Subscriptions, & Books	-	765.00	462.00	500.00	500.00	(265.00)	153.00%
104	5308	Clothing & Uniforms	-	-	275.00	300.00	300.00	300.00	0.00%
104	5403	Office Equipment	-	131.06	1,837.00	2,000.00	2,000.00	1,868.94	6.55%
Total Neighborhood Services			9,111.85	101,591.67	115,148.00	125,616.00	124,016.00	22,424.33	81.92%
Administration									
105	5101	Salaries - Regular	20,224.99	232,024.56	232,837.00	254,000.00	259,000.00	26,975.44	89.58%
105	5104	Salaries - Part-time	2,934.60	34,554.95	33,000.00	36,000.00	36,000.00	1,445.05	95.99%
105	5107	Salaries - Intern	-	-	7,425.00	8,100.00	8,100.00	8,100.00	0.00%
105	5202	Telephone	160.00	1,760.00	1,760.00	1,920.00	1,920.00	160.00	91.67%
105	5206	Travel Expense & Training	607.98	5,216.63	6,281.00	6,850.00	7,800.00	2,583.37	66.88%
105	5214	Other Contracted Services	-	950.97	2,288.00	2,500.00	2,500.00	1,549.03	38.04%
105	5219	Meeting Expense	-	-	-	-	-	-	N/A
105	5226	Car Allowance	450.00	4,950.00	4,950.00	5,400.00	5,400.00	450.00	91.67%
105	5250	Insurance & Surety Bonds	-	-	66.00	75.00	-	-	N/A
105	5254	Miscellaneous Charges	-	-	462.00	500.00	500.00	500.00	0.00%
105	5305	Dues, Subscriptions, & Books	-	1,325.95	2,112.00	2,300.00	2,500.00	1,174.05	53.04%
105	5403	Office Equipment	-	-	913.00	1,000.00	1,000.00	1,000.00	0.00%
Total Administration			24,377.57	280,783.06	292,094.00	318,645.00	324,720.00	43,936.94	86.47%
Public Works									
106	5101	Salaries - Regular	(40,536.76)	194,501.27	227,227.00	247,880.00	268,120.00	73,618.73	72.54%
106	5102	Salaries-Overtime	1,602.43	10,352.49	9,350.00	10,200.00	10,200.00	(152.49)	101.50%
106	5107	Salaries - Intern	-	-	5,775.00	6,300.00	-	-	N/A
106	5201	Electric	-	4,853.13	5,797.00	6,324.00	8,400.00	3,546.87	57.78%
106	5202	Telephone	120.00	1,832.03	1,837.00	2,000.00	1,830.00	(2.03)	100.11%
106	5203	Printing & Advertising	-	160.89	275.00	300.00	800.00	639.11	20.11%
106	5206	Travel Expense & Training	-	4,051.38	6,875.00	7,500.00	7,500.00	3,448.62	54.02%
106	5207	Medical Expense & Drug Testing	131.00	524.00	737.00	800.00	800.00	276.00	65.50%
106	5210	Maintenance & Repair Building	-	1,849.94	3,212.00	3,500.00	3,500.00	1,650.06	52.86%
106	5211	Maintenance & Repair Equipment	-	23,245.56	22,913.00	25,000.00	25,000.00	1,754.44	92.98%
106	5214	Other Contracted Services	1,332.00	34,152.00	30,250.00	33,000.00	35,384.00	1,232.00	96.52%
106	5219	Meeting Expense	-	39.70	363.00	400.00	400.00	360.30	9.93%
106	5221	Streets Maintenance - Contract	-	-	-	-	-	-	N/A
106	5259	Traffic Control Signs	-	1,339.78	4,125.00	4,500.00	4,500.00	3,160.22	29.77%
106	5260	Vehicle Maintenance	-	1,650.10	5,962.00	6,500.00	6,500.00	4,849.90	25.39%
106	5262	Grounds Maintenance	22.28	14,158.08	22,000.00	24,000.00	24,000.00	9,841.92	58.99%



**City of Roeland Park**  
**Statement of Activities - General Operating Fund**  
**For the 11 Months Ended 11/30/2019**

			2019 Approved				Projected vs. YTD	%	
			Current Month	Year-to-Date	Budget to Date	Budget	2019 Projected	Actual	Remaining
106	5263	Tree Maintenance	-	45,482.09	22,913.00	25,000.00	40,000.00	(5,482.09)	113.71%
106	5266	Computer Software	-	400.00	363.00	400.00	400.00	-	100.00%
106	5287	Water	60.51	6,300.21	5,962.00	6,500.00	6,500.00	199.79	96.93%
106	5288	Waste Water	158.65	2,004.14	2,937.00	3,200.00	3,200.00	1,195.86	62.63%
106	5289	Natural Gas	-	3,346.53	5,313.00	5,800.00	5,800.00	2,453.47	57.70%
106	5290	Street Light Electric	1,780.61	16,619.79	22,352.00	24,378.00	24,378.00	7,758.21	68.18%
106	5302	Motor Fuels & Lubricants	800.53	15,543.82	10,109.00	11,025.00	11,025.00	(4,518.82)	140.99%
106	5304	Janitorial Supplies	-	115.42	693.00	750.00	760.00	644.58	15.19%
106	5306	Materials	192.67	2,453.50	4,125.00	4,500.00	4,500.00	2,046.50	54.52%
106	5308	Clothing & Uniforms	149.30	3,180.00	3,663.00	4,000.00	4,000.00	820.00	79.50%
106	5318	Tools	7.42	862.62	2,288.00	2,500.00	2,500.00	1,637.38	34.50%
106	5319	Rain Barrel Reimbursement	119.50	251.99	-	-	-	(251.99)	N/A
106	5305	Dues, Subscriptions, & Books	-	720.00	693.00	760.00	760.00	40.00	94.74%
106	5403	Office Equipment	-	95.50	1,375.00	1,500.00	1,500.00	1,404.50	6.37%
106	5421	Street Maintenance	26.12	209,149.60	192,500.00	210,000.00	210,000.00	850.40	99.60%
106	5425	Other Capital Outlay	-	10,324.44	2,750.00	3,000.00	28,000.00	17,675.56	36.87%
106	5825	Transfer to Equip Reserve Fund	2,016.67	22,183.35	45,100.00	49,200.00	24,200.00	2,016.65	91.67%
Total Public Works			(32,017.07)	631,743.35	669,834.00	730,717.00	764,457.00	132,713.65	82.64%
Employee Benefits									
107	5122	FICA City Contribution	10,623.95	120,552.64	128,337.00	140,000.00	140,000.00	19,447.36	86.11%
107	5123	KPERS City Contribution	6,797.42	74,640.45	79,563.00	86,800.00	86,800.00	12,159.55	85.99%
107	5124	Ks Unemployment Insurance	126.43	1,257.60	1,650.00	1,800.00	1,800.00	542.40	69.87%
107	5125	Worker's Compensation	-	48,194.00	42,042.00	45,869.00	48,194.00	-	100.00%
107	5126	Health/Dental/Vision Insurance	32,864.18	327,231.53	336,600.00	367,200.00	374,041.00	46,809.47	87.49%
107	5127	Health Savings Account	3,942.44	42,004.54	46,618.00	50,860.00	50,860.00	8,855.46	82.59%
107	5128	401A City Contribution	554.64	6,393.00	5,247.00	5,720.00	5,720.00	(673.00)	111.77%
107	5130	City Paid Life/ST Disability	-	6,145.66	9,075.00	9,900.00	10,600.00	4,454.34	57.98%
107	5131	KP&F City Contribution	13,627.97	162,811.63	176,913.00	193,000.00	193,000.00	30,188.37	84.36%
107	5133	Wellness Incentive	-	-	1,837.00	2,000.00	2,000.00	2,000.00	0.00%
Total Employee Benefits			68,537.03	789,231.05	827,882.00	903,149.00	913,015.00	123,783.95	86.44%
City Council									
108	5103	Salaries - Elected Officials	3,910.00	41,735.00	43,010.00	46,920.00	46,920.00	5,185.00	88.95%
108	5206	Travel Expense & Training	-	1,644.53	7,040.00	7,700.00	7,700.00	6,055.47	21.36%
108	5251	Mayor Expenses	-	444.19	920.00	1,000.00	1,000.00	555.81	44.42%
108	5305	Dues, Subscriptions, & Books	-	459.19	825.00	900.00	810.00	350.81	56.69%
Total City Council			3,910.00	44,282.91	51,795.00	56,520.00	56,430.00	12,147.09	78.47%
Solid Waste									
115	5101	Salaries - Regular	-	-	39,083.00	42,640.00	17,400.00	17,400.00	0.00%
115	5203	Printing & Advertising	-	1,102.50	-	-	-	(1,102.50)	N/A
115	5211	Maintenance & Repair Equipment	-	-	7,337.00	8,000.00	8,000.00	8,000.00	0.00%
115	5235	Disposal Fees	480.00	7,341.52	9,163.00	10,000.00	10,000.00	2,658.48	73.42%
115	5240	Equipment Rental	-	-	462.00	500.00	500.00	500.00	0.00%
115	5271	Composte Bin Rebate Program	-	414.95	2,750.00	3,000.00	3,000.00	2,585.05	13.83%
115	5272	Solid Waste Contract	113.19	432,209.58	475,750.00	519,000.00	519,000.00	86,790.42	83.28%
115	5302	Motor Fuels & Lubricants	-	-	2,750.00	3,000.00	3,000.00	3,000.00	0.00%
Total Solid Waste			593.19	441,068.55	537,295.00	586,140.00	560,900.00	119,831.45	78.64%
101..108	Total Expenditures		298,844.18	4,821,203.41	5,334,006.00	5,819,904.00	5,876,854.00	1,055,650.59	82.04%
101..108	Change in Fund Balance		1,670.47	834,027.01	78,874.00	85,042.00	47,508.27	(786,518.74)	
101..108	2910..2970	Fund Balance, Beginning		2,738,610.12					
		Fund Balance, Ending		\$ 3,572,637.13					

**City of Roeland Park**  
**Statement of Activities - General Fund**  
**Restricted for Special Law Enforcement Fund**  
**For the 11 Months Ended 11/30/2019**

		Projected vs. YTD					
		Current Month	Year-to-Date	Budget to Date	Approved Budget	2019 Projected	% Remaining
<b>Revenues</b>							
4010	Cash Carryforward	\$ -	\$ -	\$ -	\$ -	\$ 8,913.00	0.00%
4432	Spec. Law Enforcement Revenues	-	3,850.00	913.00	1,000.00	10,000.00	38.50%
4433	K9 Contributions	-	100.00	-	-	-	N/A
Total Revenues		-	3,950.00	913.00	1,000.00	18,913.00	20.89%
<b>Expenditures</b>							
5316	K9 Expenses	-	699.15	-	-	-	N/A
5317	Special Law Enforcement Expenses	-	1,210.50	-	-	8,000.00	15.13%
Total Expenditures		-	1,909.65	-	-	8,000.00	23.87%
<b>Change in Fund Balance</b>		<u>\$ -</u>	<u>\$ 2,040.35</u>	<u>\$ 913.00</u>	<u>\$ 1,000.00</u>	<u>\$ 10,913.00</u>	<u>\$ 8,872.65</u>
2910	Fund Balance, Beginning		16,615.59				
	Fund Balance, Ending		<u>\$ 18,655.94</u>				

**City of Roeland Park**  
**Statement of Activities - Bond & Interest Fund**  
**For the 11 Months Ended 11/30/2019**

								Projected vs. YTD	%
		Current Month	Year to Date	Budget to Date	Approved Budget	2019 Projected	Actual	Remaining	
4010	Cash Carryforward	\$ -	\$ -	\$ 124,466.00	\$ 124,466.00	\$ 131,777.00	\$ 131,777.00		0.00%
4020	Recreational Vehicle Tax	-	104.04	55.00	60.00	60.00	(44.04)		173.40%
4021	Commercial Vehicle Tax	-	-	-	-	-	-		N/A
4040	Heavy Trucks Tax	-	107.79	132.00	140.00	140.00	32.21		76.99%
4050	Ad Valorem Tax	-	136,259.93	146,740.00	160,074.00	136,021.00	(238.93)		100.18%
4060	Motor Vehicle Tax	-	25,870.71	22,000.00	24,000.00	24,000.00	(1,870.71)		107.79%
4070	Personal Property Tax - Delinquent	-	1.23	44.00	50.00	50.00	48.77		2.46%
4080	Real Property Tax - Delinquent	-	3,864.70	1,837.00	2,000.00	2,000.00	(1,864.70)		193.24%
4510	Interest on Investment	-	3,667.19	-	-	-	(3,667.19)		N/A
4511	Interest on Invested Assets	603.64	7,494.13	4,092.00	4,465.00	8,500.00	1,005.87		88.17%
4620	Special Assessments - Delinquent	-	-	330.00	364.00	364.00	364.00		0.00%
4630	Storm Drainage RC12-013	-	61,586.23	57,981.00	63,250.00	59,895.00	(1,691.23)		102.82%
4640	Storm Drainage RC12-012	-	91,927.25	84,139.00	91,782.00	90,864.18	(1,063.07)		101.17%
4650	Storm Drainage RC12-014	-	106,656.64	97,669.00	106,551.00	105,485.00	(1,171.64)		101.11%
4830	Transfer from 27A Fund	31,875.00	253,125.00	275,000.00	300,000.00	285,000.00	31,875.00		88.82%
4840	Transfer From General Fund	-	-	22,913.00	25,000.00	-	-		N/A
<b>Total Revenues</b>		<b>32,478.64</b>	<b>690,664.84</b>	<b>837,398.00</b>	<b>902,202.00</b>	<b>844,156.18</b>	<b>153,491.34</b>		81.82%
5209	Professional Services	-	2,350.00	2,794.00	3,050.00	3,100.00	750.00		75.81%
5608	Principal Bonds - 2010-1	-	280,000.00	256,663.00	280,000.00	280,000.00	-		100.00%
5609	Interest Bonds - 2010-1	-	33,415.00	30,635.00	33,415.00	33,415.00	-		100.00%
5614	Bond Principal 2014-1	112,000.00	112,000.00	102,663.00	112,000.00	112,000.00	-		100.00%
5615	Bond Interest 2014-1	2,543.75	5,086.25	4,664.00	5,088.00	5,088.00	1.75		99.97%
5628	Principal Bonds - 2011-2	85,000.00	85,000.00	77,913.00	85,000.00	85,000.00	-		100.00%
5629	Interest Bonds - 2011-2	11,903.75	23,807.50	21,824.00	23,808.00	23,808.00	0.50		100.00%
5644	Principal Bonds - 2012-1	200,000.00	200,000.00	183,337.00	200,000.00	200,000.00	-		100.00%
5645	Interest Bonds - 2012-1	10,858.75	21,717.50	19,910.00	21,718.00	21,718.00	0.50		100.00%
5751	TIF Fund Expenditure	-	-	20,900.00	22,800.00	-	-		N/A
5834	Bond Principal - 2010-1	-	-	-	-	-	-		N/A
5835	Bond Interest - 2010-1	-	-	-	-	-	-		N/A
<b>Total Expenditures</b>		<b>422,306.25</b>	<b>763,376.25</b>	<b>721,303.00</b>	<b>786,879.00</b>	<b>764,129.00</b>	<b>752.75</b>		99.90%
<b>Change in Fund Balance</b>		<b>\$ (389,827.61)</b>	<b>\$ (72,711.41)</b>	<b>\$ 116,095.00</b>	<b>\$ 115,323.00</b>	<b>\$ 80,027.18</b>	<b>\$ 152,738.59</b>		
2910..2970	<b>Fund Balance, Beginning</b>		131,777.55						
	<b>Fund Balance, Ending</b>		<b>\$ 59,066.14</b>						

**City of Roeland Park**  
**Statement of Activities - Aquatic Center Fund**  
**For the 11 Months Ended 11/30/2019**

		Projected vs. YTD						
		Current Month	Year to Date	Budget to Date	Approved Budget	2019 Projected	Actual	% Remaining
4010	Cash Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A
4275	Program Fees	-	-	-	-	32,556.00	32,556.00	0.00%
4276	Internal Program Revenue	-	-	-	-	13,000.00	13,000.00	0.00%
4277	Participation Fees	-	1,755.00	-	-	95,488.00	93,733.00	1.84%
4278	Advertising Sponsorship	-	-	-	-	-	-	N/A
4279	Facility Rental	-	-	-	-	4,850.00	4,850.00	0.00%
4290	Concession Revenue	-	-	-	-	15,000.00	15,000.00	0.00%
4291	Retail Sales - Taxable	-	-	-	-	522.00	522.00	0.00%
4292	Taxable Sales Discounts (contract)	-	-	-	-	(8,000.00)	(8,000.00)	N/A
4511	Interest on Invested Assets	157.91	595.88	-	-	-	(595.88)	N/A
4840	Transfer From General Fund	35,000.00	385,000.00	-	-	420,000.00	35,000.00	91.67%
4843	Transfer from Equip Reserve Fund	-	131,391.00	-	-	131,391.00	-	100.00%
<b>Total Revenues</b>		<b>35,157.91</b>	<b>518,741.88</b>	<b>-</b>	<b>-</b>	<b>704,807.00</b>	<b>186,065.12</b>	<b>73.60%</b>
<b>Expenditures</b>								
5101	Salaries - Regular	465.00	3,720.00	-	-	37,329.00	33,609.00	9.97%
5102	Salaries-Overtime	-	4.68	-	-	-	(4.68)	N/A
5104	Salaries - Part-time	-	-	-	-	143,051.00	143,051.00	0.00%
5126	Health/Dental/Vision Insurance	-	-	-	-	5,819.00	5,819.00	0.00%
5201	Electric	390.65	1,202.55	-	-	30,000.00	28,797.45	4.01%
5202	Telephone	-	-	-	-	600.00	600.00	0.00%
5203	Printing & Advertising	250.28	250.28	-	-	1,300.00	1,049.72	19.25%
5205	Postage & Mailing Permits	-	-	-	-	500.00	500.00	0.00%
5206	Travel Expense & Training	-	-	-	-	2,912.00	2,912.00	0.00%
5207	Medical Expense & Drug Testing	-	-	-	-	3,040.00	3,040.00	0.00%
5209	Professional Services	1,845.00	1,845.00	-	-	100.00	(1,745.00)	1845.00%
5210	Maintenance & Repair Building	-	1,909.90	-	-	6,627.00	4,717.10	28.82%
5211	Maintenance & Repair Equipment	-	-	-	-	-	-	N/A
5214	Other Contracted Services	-	-	-	-	21,820.00	21,820.00	0.00%
5223	Pool Management Fee	-	-	-	-	106,032.00	106,032.00	0.00%
5238	Animal Control	-	-	-	-	-	-	N/A
5250	Insurance & Surety Bonds	-	-	-	-	-	-	N/A
5253	Public Relations	-	-	-	-	-	-	N/A
5266	Computer Software	-	-	-	-	-	-	N/A
5287	Water	-	1,272.27	-	-	14,000.00	12,727.73	9.09%
5288	Waste Water	-	-	-	-	15,100.00	15,100.00	0.00%
5289	Natural Gas	371.58	432.18	-	-	30,100.00	29,667.82	1.44%
5301	Office Supplies	-	-	-	-	1,400.00	1,400.00	0.00%
5302	Motor Fuels & Lubricants	-	-	-	-	200.00	200.00	0.00%
5304	Janitorial Supplies	-	-	-	-	2,000.00	2,000.00	0.00%
5305	Dues, Subscriptions, & Books	-	-	-	-	435.00	435.00	0.00%
5306	Materials	-	386.13	-	-	5,190.00	4,803.87	7.44%
5307	Other Commodities	-	-	-	-	-	-	N/A
5308	Clothing & Uniforms	-	-	-	-	6,420.00	6,420.00	0.00%
5311	Pool Equipment	-	-	-	-	3,325.00	3,325.00	0.00%
5312	Grounds Supplies and Equipment	-	-	-	-	2,050.00	2,050.00	0.00%
5313	Safety Supplies/Equip	-	-	-	-	2,300.00	2,300.00	0.00%
5314	Operating Supplies/Personal Care	-	-	-	-	400.00	400.00	0.00%
5318	Tools	-	-	-	-	200.00	200.00	0.00%
5325	Concessions food and supplies	-	-	-	-	8,650.00	8,650.00	0.00%
5326	Chemicals	-	-	-	-	20,000.00	20,000.00	0.00%
5403	Office Equipment	-	1,489.00	-	-	1,492.00	3.00	99.80%
5404	Furnishings & Appliances	-	-	-	-	350.00	350.00	0.00%
5442	Building Improvement	-	10,825.00	-	-	130,283.00	119,458.00	8.31%
<b>Total Expenditures</b>		<b>3,322.51</b>	<b>23,336.99</b>	<b>-</b>	<b>-</b>	<b>603,025.00</b>	<b>579,688.01</b>	<b>3.87%</b>



**City of Roeland Park**  
**Statement of Activities - Aquatic Center Fund**  
**For the 11 Months Ended 11/30/2019**

							Projected vs. YTD	
		<u>Current Month</u>	<u>Year to Date</u>	<u>Budget to Date</u>	<u>Approved Budget</u>	<u>2019 Projected</u>	<u>Actual</u>	<u>% Remaining</u>
Change in Fund Balance		\$ 31,835.40	\$ 495,404.89	\$ -	\$ -	\$ 101,782.00	\$ (393,622.89)	
2910..2970	Fund Balance, Beginning		-					
	Fund Balance, Ending		\$ 495,404.89					

**City of Roeland Park**  
**Statement of Activities - Special Highway Fund**  
**For the 11 Months Ended 11/30/2019**

		Projected vs. YTD					
		Current Month	Year to Date	Budget to Date	Approved Budget	2019 Projected	% Remaining
<b>Revenues</b>							
4010	Cash Carryforward	\$ -	\$ -	\$ 229,950.00	\$ 229,950.00	\$ 227,231.00	0.00%
4140	Spec City/county Highway Fund	-	185,291.13	168,652.00	183,980.00	(1,311.13)	100.71%
4510	Interest on Investment	-	672.31	-	-	(672.31)	N/A
4511	Interest on Invested Assets	110.67	1,485.13	-	-	(1,485.13)	N/A
	<b>Total Revenues</b>	<u>110.67</u>	<u>187,448.57</u>	<u>398,602.00</u>	<u>413,930.00</u>	<u>411,211.00</u>	<u>45.58%</u>
<b>Expenditures</b>							
5101	Salaries - Regular	64,480.00	64,480.00	59,103.00	64,480.00	-	100.00%
5211	Maintenace & Repair Equipment	-	-	-	-	-	N/A
5303	Sand and Salt	-	27,988.47	22,913.00	25,000.00	(2,988.47)	111.95%
5454	Sidewalk Improvements	-	-	22,913.00	25,000.00	-	N/A
5825	Transfer to Equip Reserve Fund	-	-	-	-	-	N/A
	<b>Total Expenditures</b>	<u>64,480.00</u>	<u>92,468.47</u>	<u>104,929.00</u>	<u>114,480.00</u>	<u>(2,988.47)</u>	<u>103.34%</u>
	<b>Change in Fund Balance</b>	<u>\$ (64,369.33)</u>	<u>\$ 94,980.10</u>	<u>\$ 293,673.00</u>	<u>\$ 299,450.00</u>	<u>\$ 321,731.00</u>	<u>\$ 226,750.90</u>
2910..2970	Fund Balance, Beginning		<u>227,230.61</u>				
	Fund Balance, Ending		<u>\$ 322,210.71</u>				

**City of Roeland Park**  
**Statement of Activities - Special Street Fund 27A**  
**For the 11 Months Ended 11/30/2019**

		Projected vs. YTD					
		Current Month	Year to Date	Budget to Date	Approved Budget	2019 Projected	% Remaining
<b>Revenues</b>							
4010	Cash Carryforward	\$ -	\$ -	\$ 229,597.00	\$ 229,597.00	\$ 451,393.00	0.00%
4110	City/county Sales & Use Tax	64,425.58	700,973.23	729,751.00	796,095.00	750,611.00	93.39%
4135	County Courthouse Sales Tax	13,533.05	145,551.42	149,061.00	162,610.00	159,358.00	91.34%
4150	CARS Funding	-	86,924.49	94,985.00	103,620.00	173,315.00	50.15%
4510	Interest on Investment	-	-	-	-	-	N/A
4511	Interest on Invested Assets	360.21	6,863.55	1,375.00	1,500.00	7,000.00	98.05%
4530	Reimbursed Expense	-	64,380.35	-	-	64,380.00	100.00%
<b>Total Revenues</b>		<b>78,318.84</b>	<b>1,004,693.04</b>	<b>1,204,769.00</b>	<b>1,293,422.00</b>	<b>1,606,057.00</b>	<b>62.56%</b>
<b>Expenditures</b>							
5209	Professional Services	-	67,754.83	91,663.00	100,000.00	100,000.00	67.75%
5430	Residential Street Reconstruction	-	401,936.37	489,500.00	534,000.00	534,927.00	75.14%
5454	Sidewalk Improvements	-	24,153.00	-	-	25,000.00	96.61%
5457	CARS 2020 - Roe	3,135.45	119,566.82	-	-	-	N/A
5458	CARS 2018	-	183,623.84	-	-	231,824.00	79.21%
5459	CARS 2019	-	155,332.94	175,087.00	191,000.00	158,496.00	98.00%
5460	CARS 2022 - 53rd Street	-	-	-	-	-	N/A
5461	CARS 2022 - Nall Avenue	-	-	-	-	-	N/A
5462	CARS 2023	-	-	-	-	-	N/A
5818	Transfer to Bond & Interest Fund	31,875.00	253,125.00	275,000.00	300,000.00	285,000.00	88.82%
<b>Total Expenditures</b>		<b>35,010.45</b>	<b>1,205,492.80</b>	<b>1,031,250.00</b>	<b>1,125,000.00</b>	<b>1,335,247.00</b>	<b>90.28%</b>
<b>Change in Fund Balance</b>		<b>\$ 43,308.39</b>	<b>\$ (200,799.76)</b>	<b>\$ 173,519.00</b>	<b>\$ 168,422.00</b>	<b>\$ 270,810.00</b>	<b>\$ 471,609.76</b>
2910..2970	<b>Fund Balance, Beginning</b>		451,392.45				
	<b>Fund Balance, Ending</b>		<b>\$ 250,592.69</b>				

**City of Roeland Park**  
**Statement of Activities - Community Center Fund 27C**  
**For the 11 Months Ended 11/30/2019**

		<u>Current Month</u>	<u>Year to Date</u>	<u>Budget to Date</u>	<u>Approved Budget</u>	<u>2019 Projected</u>	<u>Projected vs. YTD Actual</u>	<u>% Remaining</u>
<b>Revenues</b>								
4010	Cash Carryforward	\$ -	\$ -	\$ 545,370.00	\$ 545,370.00	\$ 566,969.00	\$ 566,969.00	0.00%
4110	City/county Sales & Use Tax	16,106.39	175,243.31	182,435.00	199,024.00	187,654.00	12,410.69	93.39%
4510	Interest on Investment	-	-	-	-	-	-	N/A
4511	Interest on Invested Assets	243.26	4,812.06	-	-	4,500.00	(312.06)	106.93%
	<b>Total Revenues</b>	<u>16,349.65</u>	<u>180,055.37</u>	<u>727,805.00</u>	<u>744,394.00</u>	<u>759,123.00</u>	<u>579,067.63</u>	<u>23.72%</u>
<b>Expenditures</b>								
5101	Salaries - Regular	3,809.81	15,928.60	-	-	15,500.00	(428.60)	102.77%
5102	Salaries-Overtime	-	11.02	-	-	-	(11.02)	N/A
5104	Salaries - Part-time	964.90	6,146.15	-	-	12,000.00	5,853.85	51.22%
5202	Telephone	75.00	75.00	-	-	12,000.00	11,925.00	0.63%
5207	Medical Expense & Drug Testing	-	321.00	-	-	-	(321.00)	N/A
5209	Professional Services	5,860.00	18,085.00	27,500.00	30,000.00	28,500.00	10,415.00	63.46%
5210	Maintenance & Repair Building	-	11,263.30	13,750.00	15,000.00	15,000.00	3,736.70	75.09%
5211	Maintenace & Repair Equipment	-	180.00	6,413.00	7,000.00	7,000.00	6,820.00	2.57%
5250	Insurance & Surety Bonds	-	4,549.36	4,224.00	4,608.00	4,608.00	58.64	98.73%
5253	Public Relations	-	-	363.00	400.00	400.00	400.00	0.00%
5255	JoCo Management Fee	-	62,554.00	76,670.00	83,640.00	47,500.00	(15,054.00)	131.69%
5262	Grounds Maintenance	-	168.00	2,288.00	2,500.00	2,500.00	2,332.00	6.72%
5264	Grounds Improvements	-	-	1,375.00	1,500.00	1,500.00	1,500.00	0.00%
5304	Janitorial Supplies	35.60	35.60	-	-	-	(35.60)	N/A
5307	Other Commodities	-	1,270.09	5,038.00	5,500.00	5,000.00	3,729.91	25.40%
5410	Technology Upgrades	-	-	-	-	-	-	N/A
5425	Other Capital Outlay	-	8,671.00	26,037.00	28,400.00	75,400.00	66,729.00	11.50%
5457	CARS 2020 - Roe	-	-	-	-	-	-	N/A
5802	Transfer to General Fund	945.33	10,398.63	-	-	11,344.00	945.37	91.67%
	<b>Total Expenditures</b>	<u>11,690.64</u>	<u>139,656.75</u>	<u>163,658.00</u>	<u>178,548.00</u>	<u>238,252.00</u>	<u>98,595.25</u>	<u>58.62%</u>
	<b>Change in Fund Balance</b>	<u>\$ 4,659.01</u>	<u>\$ 40,398.62</u>	<u>\$ 564,147.00</u>	<u>\$ 565,846.00</u>	<u>\$ 520,871.00</u>	<u>\$ 480,472.38</u>	
2910..2970	<b>Fund Balance, Beginning</b>		<u>566,968.23</u>					
	<b>Fund Balance, Ending</b>		<u>\$ 607,366.85</u>					



**City of Roeland Park**  
**Statement of Activities - Special Infrastructure 27D**  
**For the 11 Months Ended 11/30/2019**

		Projected vs. YTD						
		Current Month	Year to Date	Budget to Date	Approved Budget	2019 Projected	Actual	% Remaining
<b>Revenues</b>								
4010	Cash Carryforward	\$ -	\$ -	\$ 521,336.00	\$ 521,336.00	\$ 1,075,705.00	\$ 1,075,705.00	0.00%
4110	City/county Sales & Use Tax	32,212.79	350,486.62	364,881.00	398,048.00	375,304.00	24,817.38	93.39%
4155	CDBG Grant	(2.00)	124,356.42	152,713.00	166,600.00	144,000.00	19,643.58	86.36%
4510	Interest on Investment	-	0.00	-	-	-	(0.00)	N/A
4511	Interest on Invested Assets	503.82	9,706.27	-	-	4,000.00	(5,706.27)	242.66%
4840	Transfer From General Fund	41,666.33	258,333.66	183,337.00	200,000.00	300,000.00	41,666.34	86.11%
<b>Total Revenues</b>		<b>74,380.94</b>	<b>742,882.97</b>	<b>1,222,267.00</b>	<b>1,285,984.00</b>	<b>1,899,009.00</b>	<b>1,156,126.03</b>	39.12%
<b>Expenditures</b>								
5209	Professional Services	772.63	44,517.13	36,663.00	40,000.00	40,000.00	(4,517.13)	111.29%
5221	Streets Maintenance - Contract	-	-	-	-	-	-	N/A
5246	In-House Street Maintenance	-	-	-	-	-	-	N/A
5421	Street Maintenance	-	160,030.59	105,413.00	115,000.00	160,000.00	(30.59)	100.02%
5468	2020 Stormwater-57th and Roeland	-	-	-	-	30,000.00	30,000.00	0.00%
5469	Stormwater Maintenance	-	40,677.05	155,837.00	170,000.00	20,000.00	(20,677.05)	203.39%
5470	Park Maint/Infrastructure	-	55,940.02	58,663.00	64,000.00	106,189.00	50,248.98	52.68%
5472	R Park Development Plan	-	24,117.95	-	-	118,504.00	94,386.05	20.35%
5473	RPAC Improvements	-	-	-	-	100,000.00	100,000.00	0.00%
5498	CDBG - 2019	-	145,845.29	179,663.00	196,000.00	174,000.00	28,154.71	83.82%
<b>Total Expenditures</b>		<b>772.63</b>	<b>471,128.03</b>	<b>536,239.00</b>	<b>585,000.00</b>	<b>748,693.00</b>	<b>277,564.97</b>	62.93%
<b>Change in Fund Balance</b>		<b>\$ 73,608.31</b>	<b>\$ 271,754.94</b>	<b>\$ 686,028.00</b>	<b>\$ 700,984.00</b>	<b>\$ 1,150,316.00</b>	<b>\$ 878,561.06</b>	
2910..2970	<b>Fund Balance, Beginning</b>		<u>1,075,704.50</u>					
	<b>Fund Balance, Ending</b>		<u><b>\$ 1,347,459.44</b></u>					

**City of Roeland Park**  
**Statement of Activities - Equipment & Bldg Reserve Fund**  
**For the 11 Months Ended 11/30/2019**

		Current Month	Year to Date	Budget to Date	Approved Budget	2019 Projected	Projected vs. YTD Actual	% Remaining
<b>Revenues</b>								
4010	Cash Carryforward	\$ -	\$ -	\$ 228,908.00	\$ 228,908.00	\$ 290,720.00	\$ 290,720.00	0.00%
4510	Interest on Investment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A
4511	Interest on Invested Assets	235.88	4,699.54	-	-	2,000.00	(2,699.54)	234.98%
4780	Sale of Assets	-	-	-	-	1,201,054.00	1,201,054.00	0.00%
4824	Transfer from Public Works	-	-	-	-	-	-	N/A
4840	Transfer From General Fund	3,725.00	40,975.00	109,901.00	119,888.00	44,700.00	3,725.00	91.67%
4841	Transfer from PD/GF	5,860.00	64,460.00	64,460.00	70,320.00	70,320.00	5,860.00	91.67%
4842	Transfer from PW/GF	2,016.67	22,183.35	45,100.00	49,200.00	24,200.00	2,016.65	91.67%
4860	Transfer from Special Highway	-	-	-	-	-	-	N/A
<b>Total Revenues</b>		<b>11,837.55</b>	<b>132,317.89</b>	<b>448,369.00</b>	<b>468,316.00</b>	<b>1,632,994.00</b>	<b>1,500,676.11</b>	8.10%
<b>Expenditures</b>								
5315	Machinery & Auto Equipment	-	67,978.20	109,560.00	119,520.00	139,220.00	71,241.80	48.83%
5442	Building Improvement	-	800.00	82,038.00	89,500.00	16,000.00	15,200.00	5.00%
5457	CARS 2020 - Roe	-	-	-	-	-	-	N/A
5619	Lease/Purchase - Principal	-	-	-	-	-	-	N/A
5620	Lease/Purchase - Interest	-	-	-	-	-	-	N/A
5705	Future CIP - PW	-	-	-	-	-	-	N/A
5707	Fututre CIP - Building Reserve	-	-	27,852.00	30,388.00	-	-	N/A
5801	Transfer of Funds	-	131,391.00	-	-	131,391.00	-	100.00%
<b>Total Expenditures</b>		<b>-</b>	<b>200,169.20</b>	<b>219,450.00</b>	<b>239,408.00</b>	<b>286,611.00</b>	<b>86,441.80</b>	69.84%
<b>Change in Fund Balance</b>		<b>\$ 11,837.55</b>	<b>\$ (67,851.31)</b>	<b>\$ 228,919.00</b>	<b>\$ 228,908.00</b>	<b>\$ 1,346,383.00</b>	<b>\$ 1,414,234.31</b>	
2910..2970	<b>Fund Balance, Beginning</b>		290,720.43					
	<b>Fund Balance, Ending</b>		<b>\$ 222,869.12</b>					

**City of Roeland Park**  
**Statement of Activities - TIF 1A/B - Bella Roe/Walmart**  
**For the 11 Months Ended 11/30/2019**

		Projected vs. YTD					
		Current Month	Year to Date	Budget to Date	Approved Budget	2019 Projected	% Remaining
<b>Revenues</b>							
4010	Cash Carryforward	\$ -	\$ -	\$ 931,917.00	\$ 931,917.00	\$ 893,273.00	893,273.00 0.00%
4510	Interest on Investment	-	-	-	-	8,000.00	8,000.00 0.00%
4511	Interest on Invested Assets	716.77	10,745.62	16,038.00	17,500.00	8,000.00	(2,745.62) 134.32%
4730	Tax Increment Income	-	379,642.56	378,334.00	412,733.00	379,642.00	(0.56) 100.00%
4735	Tax Increment Income IB	-	13,436.14	549,263.00	599,199.00	13,434.00	(2.14) 100.02%
	<b>Total Revenues</b>	<b>716.77</b>	<b>403,824.32</b>	<b>1,875,552.00</b>	<b>1,961,349.00</b>	<b>1,302,349.00</b>	<b>898,524.68</b> 31.01%
<b>Expenditures</b>							
5209	Professional Services	-	-	1,012.00	1,100.00	1,100.00	1,100.00 0.00%
5214	Other Contracted Services	-	-	2,420.00	2,640.00	2,640.00	2,640.00 0.00%
5457	CARS 2020 - Roe	(4,516.33)	130,731.17	-	-	519,234.00	388,502.83 25.18%
5459	CARS 2019	-	-	-	-	18,043.00	18,043.00 0.00%
5725	Property Tax Reduction Appeals	-	-	128,568.00	140,250.00	-	- N/A
	<b>Total Expenditures</b>	<b>(4,516.33)</b>	<b>130,731.17</b>	<b>132,000.00</b>	<b>143,990.00</b>	<b>541,017.00</b>	<b>410,285.83</b> 24.16%
	<b>Change in Fund Balance</b>	<b>\$ 5,233.10</b>	<b>\$ 273,093.15</b>	<b>\$ 1,743,552.00</b>	<b>\$ 1,817,359.00</b>	<b>\$ 761,332.00</b>	<b>\$ 488,238.85</b>
2910..2970	<b>Fund Balance, Beginning</b>		<u>893,272.89</u>				
	<b>Fund Balance, Ending</b>		<u><b>\$ 1,166,366.04</b></u>				

**City of Roeland Park**  
**Statement of Activities - TDD#1 - Price Chopper**  
**For the 11 Months Ended 11/30/2019**

							Projected vs. YTD	%
		Current Month	Year to Date	Budget to Date	Approved Budget	2019 Projected	Actual	Remaining
<b>Revenues</b>								
4010	Cash Carryforward	\$ -	\$ -	\$ 2,720,995.00	\$ 2,720,995.00	\$ (2,507,302.00)	\$ (2,507,302.00)	N/A
4110	City/county Sales & Use Tax	20,303.23	251,945.79	257,499.00	280,908.00	254,127.00	2,181.21	99.14%
4510	Interest on Investment	54.63	745.50	-	-	900.00	154.50	82.83%
<b>Total Revenues</b>		<b>20,357.86</b>	<b>252,691.29</b>	<b>2,978,494.00</b>	<b>3,001,903.00</b>	<b>(2,252,275.00)</b>	<b>(2,504,966.29)</b>	N/A
<b>Expenditures</b>								
5209	Professional Services	-	-	-	-	-	-	N/A
5214	Other Contracted Services	333.33	5,319.63	5,962.00	6,500.00	5,000.00	(319.63)	106.39%
5601	Bond Principal	-	112,786.11	-	-	-	(112,786.11)	N/A
5602	Bond Interest	-	3,213.89	251,537.00	274,408.00	15,000.00	11,786.11	21.43%
<b>Total Expenditures</b>		<b>333.33</b>	<b>121,319.63</b>	<b>257,499.00</b>	<b>280,908.00</b>	<b>20,000.00</b>	<b>(101,319.63)</b>	606.60%
<b>Change in Fund Balance</b>		<b>\$ 20,024.53</b>	<b>\$ 131,371.66</b>	<b>\$ 2,720,995.00</b>	<b>\$ 2,720,995.00</b>	<b>\$ (2,272,275.00)</b>	<b>\$ (2,403,646.66)</b>	
2910..2970	<b>Fund Balance, Beginning</b>		(2,507,302.69)					
	<b>Fund Balance, Ending</b>		<b>\$ (2,375,931.03)</b>					



**City of Roeland Park**  
**Statement of Activities - TDD#2 - Lowes**  
**For the 11 Months Ended 11/30/2019**

		<u>Current Month</u>	<u>Year to Date</u>	<u>Budget to Date</u>	<u>Approved Budget</u>	<u>2019 Projected</u>	<u>Projected vs. YTD Actual</u>	<u>% Remaining</u>
<b>Revenues</b>								
4010	Cash Carryforward	\$ -	\$ -	\$ 687,810.00	\$ 687,810.00	\$ (689,301.00)	\$ (689,301.00)	N/A
4110	City/county Sales & Use Tax	12,202.74	115,531.83	129,701.00	141,494.00	120,499.00	4,967.17	95.88%
4510	Interest on Investment	25.90	214.27	-	-	500.00	285.73	42.85%
	<b>Total Revenues</b>	<b>12,228.64</b>	<b>115,746.10</b>	<b>817,511.00</b>	<b>829,304.00</b>	<b>(568,302.00)</b>	<b>(684,048.10)</b>	N/A
<b>Expenditures</b>								
5209	Professional Services	-	-	-	-	-	-	N/A
5214	Other Contracted Services	166.67	3,222.37	4,587.00	5,000.00	5,000.00	1,777.63	64.45%
5601	Bond Principal	-	37,912.63	125,125.00	136,494.00	-	(37,912.63)	N/A
5602	Bond Interest	-	1,087.37	-	-	4,000.00	2,912.63	27.18%
	<b>Total Expenditures</b>	<b>166.67</b>	<b>42,222.37</b>	<b>129,712.00</b>	<b>141,494.00</b>	<b>9,000.00</b>	<b>(33,222.37)</b>	469.14%
	<b>Change in Fund Balance</b>	<b>\$ 12,061.97</b>	<b>\$ 73,523.73</b>	<b>\$ 687,799.00</b>	<b>\$ 687,810.00</b>	<b>\$ (577,302.00)</b>	<b>\$ (650,825.73)</b>	
2910..2970	<b>Fund Balance, Beginning</b>		(689,300.50)					
	<b>Fund Balance, Ending</b>		<b>\$ (615,776.77)</b>					

**City of Roeland Park**  
**Statement of Activities - CID #1 - RP Shopping Center**  
**For the 11 Months Ended 11/30/2019**

		<u>Current Month</u>	<u>Year to Date</u>	<u>Budget to Date</u>	<u>Approved Budget</u>	<u>2019 Projected</u>	<u>Projected vs. YTD Actual</u>	<u>% Remaining</u>
<b>Revenues</b>								
4010	Cash Carryforward	\$ -	\$ -	\$ 2,697,076.00	\$ 2,697,076.00	\$ 2,716,943.00	\$ 2,716,943.00	0.00%
4110	City/county Sales & Use Tax	54.42	318,769.27	283,041.00	308,771.00	295,000.00	(23,769.27)	108.06%
4510	Interest on Investment	-	(0.00)	-	-	-	0.00	N/A
4511	Interest on Invested Assets	<u>1,537.53</u>	<u>31,840.30</u>	<u>7,755.00</u>	<u>8,460.00</u>	<u>32,461.00</u>	<u>620.70</u>	98.09%
	<b>Total Revenues</b>	<u>1,591.95</u>	<u>350,609.57</u>	<u>2,987,872.00</u>	<u>3,014,307.00</u>	<u>3,044,404.00</u>	<u>2,693,794.43</u>	<b>11.52%</b>
<b>Expenditures</b>								
5209	Professional Services	-	-	-	-	-	-	N/A
5215	City Attorney	-	-	-	-	-	-	N/A
5721	CID #1 Expenses	<u>-</u>	<u>-</u>	<u>2,757,337.00</u>	<u>3,008,000.00</u>	<u>-</u>	<u>-</u>	N/A
	<b>Total Expenditures</b>	<u>-</u>	<u>-</u>	<u>2,757,337.00</u>	<u>3,008,000.00</u>	<u>-</u>	<u>-</u>	<b>N/A</b>
	<b>Change in Fund Balance</b>	<u>\$ 1,591.95</u>	\$ 350,609.57	<u>\$ 230,535.00</u>	<u>\$ 6,307.00</u>	<u>\$ 3,044,404.00</u>	<u>\$ 2,693,794.43</u>	
2910..2970	<b>Fund Balance, Beginning</b>		<u>2,716,944.21</u>					
	<b>Fund Balance, Ending</b>		<u>\$ 3,067,553.78</u>					

**City of Roeland Park**  
**Statement of Activities - TIF 2A/D - McDonalds / City Hall**  
**For the 11 Months Ended 11/30/2019**

		<u>Current Month</u>	<u>Year to Date</u>	<u>Budget to Date</u>	<u>Approved Budget</u>	<u>2019 Projected</u>	<u>Projected vs. YTD Actual</u>	<u>% Remaining</u>
<b>Revenues</b>								
4010	Cash Carryforward	\$ -	\$ -	\$ 50,692.00	\$ 50,692.00	\$ 199,223.00	\$ 199,223.00	0.00%
4510	Interest on Investment	\$ -	\$ 0.00	\$ -	\$ -	\$ -	\$ (0.00)	N/A
4511	Interest on Invested Assets	332.96	7,673.82	913.00	1,000.00	8,000.00	326.18	95.92%
4730	Tax Increment Income	-	269,112.06	278,245.00	303,534.00	241,344.00	(27,768.06)	111.51%
4789	Transfer from General Fund	-	-	111,837.00	122,000.00	-	-	N/A
	<b>Total Revenues</b>	<b>332.96</b>	<b>276,785.88</b>	<b>441,687.00</b>	<b>477,226.00</b>	<b>448,567.00</b>	<b>171,781.12</b>	61.70%
<b>Expenditures</b>								
5209	Professional Services	-	-	4,587.00	5,000.00	5,000.00	5,000.00	0.00%
5214	Other Contracted Services	-	-	2,750.00	3,000.00	3,000.00	3,000.00	0.00%
5457	CARS 2020 - Roe	5,589.28	208,111.34	224,587.00	245,000.00	76,187.00	(131,924.34)	273.16%
5458	CARS 2018	-	8,307.08	-	-	-	(8,307.08)	N/A
5644	Principal Bonds - 2012-1	170,000.00	170,000.00	155,837.00	170,000.00	170,000.00	-	100.00%
5645	Interest Bonds - 2012-1	1,445.00	2,890.00	2,651.00	2,890.00	2,890.00	-	100.00%
5725	Property Tax Reduction Appeals	-	-	12,837.00	14,000.00	-	-	N/A
5802	Transfer to General Fund	42,739.58	143,760.41	-	-	186,500.00	42,739.59	77.08%
	<b>Total Expenditures</b>	<b>219,773.86</b>	<b>533,068.83</b>	<b>403,249.00</b>	<b>439,890.00</b>	<b>443,577.00</b>	<b>(89,491.83)</b>	120.18%
	<b>Change in Fund Balance</b>	<b>\$ (219,440.90)</b>	<b>\$ (256,282.95)</b>	<b>\$ 38,438.00</b>	<b>\$ 37,336.00</b>	<b>\$ 4,990.00</b>	<b>\$ 261,272.95</b>	
2910..2970	<b>Fund Balance, Beginning</b>		199,222.98					
	<b>Fund Balance, Ending</b>		<b>\$ (57,059.97)</b>					

**City of Roeland Park**  
**Statement of Activities - TIF 2C - Valley State Bank**  
**For the 11 Months Ended 11/30/2019**

		<u>Current Month</u>	<u>Year to Date</u>	<u>Budget to Date</u>	<u>Approved Budget</u>	<u>2019 Projected</u>	<u>Projected vs. YTD Actual</u>	<u>% Remaining</u>
<b>Revenues</b>								
4010	Cash Carryforward	\$ -	\$ -	\$ -	\$ -	\$ 2,066.00	\$ 2,066.00	0.00%
4511	Interest on Invested Assets	-	19.94	-	-	100.00	80.06	19.94%
4840	Transfer From General Fund	-	-	-	-	10,787.00	10,787.00	0.00%
4730	Tax Increment Income	-	46,653.63	32,472.00	35,425.00	38,350.00	(8,303.63)	121.65%
	<b>Total Revenues</b>	<u>-</u>	<u>46,673.57</u>	<u>32,472.00</u>	<u>35,425.00</u>	<u>51,303.00</u>	<u>4,629.43</u>	90.98%
<b>Expenditures</b>								
5209	Professional Services	-	-	-	-	-	-	N/A
5214	Other Contracted Services	-	825.00	2,288.00	2,500.00	1,650.00	825.00	50.00%
5601	Bond Principal	(9,089.46)	40,114.19	30,184.00	32,925.00	40,114.00	(0.19)	100.00%
5602	Bond Interest	9,089.46	9,089.46	-	-	9,089.00	(0.46)	100.01%
5612	Debt Service - Bond Issue	-	-	-	-	-	-	N/A
5802	Transfer to General Fund	-	-	-	-	-	-	N/A
	<b>Total Expenditures</b>	<u>-</u>	<u>50,028.65</u>	<u>32,472.00</u>	<u>35,425.00</u>	<u>50,853.00</u>	<u>824.35</u>	98.38%
<b>Change in Fund Balance</b>		<u>\$ -</u>	<u>\$ (3,355.08)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 450.00</u>	<u>\$ 3,805.08</u>	
2910..2970	<b>Fund Balance, Beginning</b>		<u>2,065.81</u>					
	<b>Fund Balance, Ending</b>		<u>\$ (1,289.27)</u>					

**City of Roeland Park**  
**Statement of Activities - TIF 3C - Old Pool Area**  
**For the 11 Months Ended 11/30/2019**

		<u>Current Month</u>	<u>Year to Date</u>	<u>Budget to Date</u>	<u>Approved Budget</u>	<u>2019 Projected</u>	<u>Projected vs. YTD Actual</u>	<u>% Remaining</u>
<b>Revenues</b>								
4010	Cash Carryforward	\$ -	\$ -	\$ 16,247.00	\$ 16,247.00	\$ 8,725.00	\$ 8,725.00	0.00%
4510	Interest on Investment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A
4511	Interest on Invested Assets	202.33	3,542.81	-	-	500.00	(3,042.81)	708.56%
4730	Tax Increment Income	-	34,234.59	32,087.00	35,000.00	36,000.00	1,765.41	95.10%
4731	Tax Increment Income 3A	-	243,947.32	-	-	243,900.00	(47.32)	100.02%
4789	Transfer from General Fund	-	-	-	-	-	-	N/A
<b>Total Revenues</b>		<b>202.33</b>	<b>281,724.72</b>	<b>48,334.00</b>	<b>51,247.00</b>	<b>289,125.00</b>	<b>7,400.28</b>	<b>97.44%</b>
<b>Expenditures</b>								
5203	Printing & Advertising	398.40	606.40	-	-	-	(606.40)	N/A
5204	Legal Printing	-	-	-	-	-	-	N/A
5209	Professional Services	(294.40)	741.00	-	-	-	(741.00)	N/A
5243	Contractual Reimbursement	-	-	-	-	-	-	N/A
5244	General Contractor	-	-	-	-	120,000.00	120,000.00	0.00%
5802	Transfer to General Fund	-	-	-	-	-	-	N/A
<b>Total Expenditures</b>		<b>104.00</b>	<b>1,347.40</b>	<b>-</b>	<b>-</b>	<b>120,000.00</b>	<b>118,652.60</b>	<b>1.12%</b>
<b>Change in Fund Balance</b>		<b>\$ 98.33</b>	<b>\$ 280,377.32</b>	<b>\$ 48,334.00</b>	<b>\$ 51,247.00</b>	<b>\$ 169,125.00</b>	<b>\$ (111,252.32)</b>	
2910..2970	<b>Fund Balance, Beginning</b>		8,725.41					
	<b>Fund Balance, Ending</b>		<b>\$ 289,102.73</b>					



**City of Roeland Park**  
**Statement of Activities - Property Owners Association**  
**For the 11 Months Ended 11/30/2019**

		<u>Current Month</u>	<u>Year to Date</u>	<u>Budget to Date</u>	<u>Approved Budget</u>	<u>2019 Projected</u>	<u>Projected vs. YTD Actual</u>	<u>% Remaining</u>
<b>Revenues</b>								
4010	Cash Carryforward	\$ -	\$ -	\$ 18,476.00	\$ 18,476.00	\$ 18,416.00	\$ 18,416.00	0.00%
4510	Interest on Investment	-	-	-	-	-	-	N/A
4795	Miscellaneous	-	33,847.00	33,847.00	33,847.00	33,847.00	-	100.00%
	<b>Total Revenues</b>	<u>-</u>	<u>33,847.00</u>	<u>52,323.00</u>	<u>52,323.00</u>	<u>52,263.00</u>	<u>18,416.00</u>	64.76%
<b>Expenditures</b>								
5254	Miscellaneous Charges	-	75.00	-	-	-	(75.00)	N/A
5258	RPPOA Common Area Expenses	-	31,875.00	31,875.00	31,875.00	31,875.00	-	100.00%
	<b>Total Expenditures</b>	<u>-</u>	<u>31,950.00</u>	<u>31,875.00</u>	<u>31,875.00</u>	<u>31,875.00</u>	<u>(75.00)</u>	100.24%
	<b>Change in Fund Balance</b>	<u>\$ -</u>	<u>\$ 1,897.00</u>	<u>\$ 20,448.00</u>	<u>\$ 20,448.00</u>	<u>\$ 20,388.00</u>	<u>\$ 18,491.00</u>	
2910..2970	<b>Fund Balance, Beginning</b>		<u>18,415.51</u>					
	<b>Fund Balance, Ending</b>		<u>\$ 20,312.51</u>					