

AGENDA
CITY OF ROELAND PARK, KANSAS
CITY COUNCIL MEETING
ROELAND PARK
Roland Park City Hall
September 19, 2022 6:00 PM

- Mike Kelly, Mayor
- Trisha Brauer, Council Member
- Benjamin Dickens, Council Member
- Jan Faidley, Council Member
- Jennifer Hill, Council Member

- Michael Poppa, Council Member
- Tom Madigan, Council Member
- Kate Raglow, Council Member
- Michael Rebne, Council Member

- Keith Moody, City Administrator
- Erin Winn, Asst. Admin.
- Kelley Nielsen, City Clerk
- John Morris, Police Chief
- Donnie Scharff, Public Works Director

Admin

Raglow

Dickens

Finance

Rebne

Hill

Safety

Poppa

Madigan

Public Works

Brauer

Faidley

Pledge of Allegiance

A. Instructions on Logging into Meeting Remotely

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 #1005

- B. Council Minutes September 6, 2022
- III. **Business From the Floor**
 - A. **Applications / Presentations**
- IV. **Mayor's Report**
- V. **Workshop and Committee Reports**
- VI. **Reports of City Liaisons**
 - A. Aquatic Center Advisory Committee (10 min)
 - B. Sustainability Committee (5 min)
- VII. **Unfinished Business**
- VIII. **New Business**
 - A. Public Fireworks Display Request from Bishop Miede (5 min)
 - B. Approve Street Preparation Service Agreement (5 min)
 - C. Approve Change Order to Complete Storm Sewer Repair at 52nd Ter and Clark (5 min)
 - D. Approve Pool Painting Service Agreement (5 min)
 - E. Approve Funding Agreement with EPC for Reimbursement of Legal and Financial Advisory Services Associated with Development Incentives (5 min)
 - F. Approve Legal Services Agreement with Gilmore and Bell (5 min)
 - G. Approve Financial Services Agreement with Columbia Capital (5 min)
- IX. **Ordinances and Resolutions:**
- X. **Workshop Items:**
- XI. **Reports of City Officials:**
 - A. Capital Project Update from Public Works

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

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

- A. **Audience Decorum.** Members of the audience shall not engage in disorderly or boisterous conduct, including but not limited to; the utterance of loud, obnoxious, threatening, or abusive language; clapping; cheering;

whistling; stomping; or any other acts that disrupt, impede, or otherwise render the orderly conduct of the City Council meeting unfeasible. Any member(s) of the audience engaging in such conduct shall, at the discretion of the Mayor (Chair) or a majority of the Council Members, be declared out of order and shall be subject to reprimand and/or removal from that meeting. Please turn all cellular telephones and other noise-making devices off or to "silent mode" before the meeting begins.

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

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

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

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

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

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

Item Number: Pledge of Allegiance- -A.
Committee 9/19/2022
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: Instructions on Logging into Meeting Remotely
Item Type:

Recommendation:

See instructions to log in below.

Details:

The City Council Meeting will be held remotely. Below are instructions for joining the meeting by phone, online or both.

Kelley Nielsen is inviting you to a scheduled Zoom meeting.

Topic: City Council and Governing Body Workshop Meeting
Time: This is a recurring meeting Meet anytime

Join Zoom Meeting
<https://zoom.us/j/97767592270?pwd=VWNXbjNkejVb0JBaStWMDF5WXpoZz09>

Meeting ID: 977 6759 2270
Passcode: council
One tap mobile
+16699006833,,97767592270# US (San Jose)

+12532158782,,97767592270# US (Tacoma)

Dial by your location

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

Meeting ID: 977 6759 2270

Find your local number: <https://zoom.us/j/97767592270>

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Item Number: Consent Agenda- II.-A.
Committee 9/19/2022
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **Appropriations Ordinance #1005**
Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
☐ Appropriations Ordinance #1005	Cover Memo

Appropriation Ordinance - 9/19/2022 - #1005

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

Thursday, September 15, 2022

Appropriation Ordinance - 9/19/2022 - #1005

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 September 19, 2022.

Attest:

City Clerk

Mayor

Total Appropriation Ordinance

\$

471,138.59

Appropriation Ordinance - 9/19/2022 - #1005

						Check /E/F I			
Vendor	Dept	Acct #	Description	Invoice Description	Date	Amount	Chk #	Check Amount	
						Distribution	Check		
Vendor	Dept	Account	Account Description	Reference	Date	Amount	Check #	Amount	
All City Management Services, Inc.	102	5214.102	Other Contracted Services	79366	09/14/22	366.15	74010	390.56	
All City Management Services, Inc.	102	5214.102	Other Contracted Services	79380	09/14/22	24.41			
All Star Awards & Ad Specialties, Inc.	101	5267.101	Employee Related Expenses	502205785	09/14/22	37.10	74011	37.10	
John Arnett	101	5283.101	RP Community Foundation Grant Ex	8/30/22 Mack	09/07/22	68.82	73983	68.82	
Arrowhead Forensics	102	5301.102		151276	09/07/22	52.60	73984	52.60	
Balls Food Stores	101	5267.101	Employee Related Expenses	RP082922	09/07/22	1,375.00	73985	1,375.00	
Black & McDonald	101	5220.101	Street Light Repair & Maintenance	761343218	09/14/22	2,073.63	74012	3,356.96	
Black & McDonald	101	5222.101	Traffic Signal Expense	761343218	09/14/22	1,283.33			
Bledsoe's Rental Inc.	220	5211.220	Maintenance & Repair Equipment	173159 9/14/22	09/14/22	339.00	74013	339.00	
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	1073909	09/07/22	45.00	73986	45.00	
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	1073986	09/14/22	45.00	73986	45.00	
The Bullet Hole	102	5206.102	Travel Expense & Training	172344	09/14/22	30.00	74015	30.00	
Commercial Aquatic Services, Inc.	220	5214.220	Other Contracted Services	133 8/31/22	09/14/22	433.31	74016	433.31	
C & G Rubber Stamp, Inc.	101	5301.101	Office Supplies	141826	09/14/22	55.00	74017	55.00	
dormakaba USA Inc.	101	5210.101	Maintenance & Repair Building	664765	09/07/22	3,272.84	73987	3,272.84	
Fabric Print Inc.	106	5308.106	Clothing & Uniforms	2535748	09/07/22	108.60	73988	108.60	
Galls, LLC	102	5308.102	Clothing & Uniforms	22013477	09/14/22	78.99	74018	78.99	
Gather Media and Communication	101	5209.101	Professional Services	301	09/07/22	1,250.00	73989	1,250.00	
Gordon CPA, LLC	101	5213.101	Audit Fees	495213 8/31/22	09/07/22	1,000.00	73990	1,000.00	
Graybar Electric Company Inc.	101	5220.101	Street Light Repair & Maintenance	1602313201	09/14/22	76.71	74019	29,561.44	
Graybar Electric Company Inc.	101	5220.101	Street Light Repair & Maintenance	9328488774	09/14/22	29,484.73			
GT Distributors - Austin	102	5308.102	Clothing & Uniforms	INV0919984	09/14/22	3,462.75	74020	3,492.00	
GT Distributors - Austin	102	5308.102	Clothing & Uniforms	UNIV0006025	09/14/22	29.25			
Jake's Lawn & Landscape, LLC.	106	5214.106	Other Contracted Services	5249	09/07/22	327.75	73991	1,884.00	
Jake's Lawn & Landscape, LLC.	106	5214.106	Other Contracted Services	5261	09/07/22	1,556.25			
Jake's Lawn & Landscape, LLC.	106	5214.106	Other Contracted Services	5269	09/14/22	408.25	74021	408.25	
Johnson County Wastewater	101	5288.101	Waste Water	9/1/22 Multi	09/14/22	359.74	74022	6,321.42	
Johnson County Wastewater	106	5288.106	Waste Water	9/1/22 Multi	09/14/22	236.80			
Johnson County Wastewater	220	5288.220	Waste Water	9/1/22 Multi	09/14/22	5,724.88			
Johnson County Park & Recreation	290	5255.290	JoCo Management Fee	9/13/22	09/14/22	13,411.25	74023	13,411.25	
Ka-Comm., Inc.	109	5316.109	K9 Expenses	185198	09/07/22	12,936.62	73992	12,936.62	
Kansas One-Call System, Inc.	101	5220.101	Street Light Repair & Maintenance	2080447	09/07/22	169.20	73993	169.20	
The Legal Record	101	5203.101	Printing & Advertising	L97772	09/14/22	24.29	74024	37.16	
The Legal Record	101	5203.101	Printing & Advertising	L97773	09/14/22	12.87			
The Legal Record	101	5204.101	Legal Printing	L98594	09/07/22	6.66	73994	6.66	
Lexington Plumbing & Heating Co.	101	5210.101	Maintenance & Repair Building	130633	09/07/22	285.00	73995	855.00	
Lexington Plumbing & Heating Co.	290	5210.290	Maintenace And Repair Building	130014	09/07/22	335.00			
Lexington Plumbing & Heating Co.	290	5210.290	Maintenace And Repair Building	130398	09/07/22	235.00			

Lexington Plumbing & Heating Co.	220	5211.220	Maintenance & Repair Equipment	130498	09/14/22	481.00	74025	481.00
Mack True Value Hardware	101	5210.101	Maintenance & Repair Building	1175 9/9/22	09/14/22	23.56	74026	23.56
MARC	101	5253.101	Public Relations	33612	09/14/22	1,500.00	74027	1,500.00
McAnany Construction, Inc.	300	5421.300	Street Maintenance	9/9/22	09/14/22	187,220.00	74028	187,220.00
M & H Gas, LLC	220	5240.220	Equipment Rental	153083	09/07/22	24.00	73996	24.00
Mission Electronics, Inc.	550	5214.550	Other Contracted Services	50763	09/14/22	350.00	73997	350.00
Mission Electronics, Inc.	220	5307.220	Other Commodities	50763IN	09/07/22	350.00	73997	350.00
John Morris	102	5206.102	Travel Expense & Training	9/22-23/22 Exp	09/14/22	40.00	74030	40.00
Nifty Promotions	101	5256.101	Committee Funds	8328	09/14/22	132.86	74031	132.86
Adam Peer	103	5209.103	Professional Services	9/6/22	09/07/22	150.00	73998	150.00
Phillips Paving Company, Inc.	270	5463.270	2023 CARS - Elledge b/t Roe Ln & 4'	7/20-8/16/22	09/07/22	149,771.00	73999	149,771.00
Pitney Bowes Global Financial Ser	101	5205.101	Postage & Mailing Permits	3316181645	09/07/22	174.24	74000	174.24
Pitney Bowes Global Financial Ser	101	5205.101	Postage & Mailing Permits	1021426165	09/14/22	182.58	74032	182.58
Pro Circuit, Inc.	220	5201.220	Electric	1004041	09/14/22	205.00	74033	428.92
Pro Circuit, Inc.	290	5211.290	Maintenace & Repair Equipment	1004336	09/14/22	223.92		
Roeland Park Community Foundat	101	5283.101	RP Community Foundation Grant Ex	9/2/22 Ck Req	09/07/22	200.00	74001	200.00
Saltus Technologies	102	5218.102		220915	09/07/22	2,670.00	74002	2,670.00
SFS Architecture	300	5476.300	Community Center Improvement	14804	09/07/22	20,579.01	74003	20,579.01
Staples	101	5301.101	Office Supplies	8067352733	09/07/22	50.38	74004	153.31
Staples	101	5304.101	Janitorial Supplies	8067352733	09/07/22	102.93		
Strasser True Value	106	5318.106	Tools	2054 9/8/22	09/14/22	24.46	74034	24.46
Strasser True Value	106	5425.106	Other Capital Outlay	413349	09/07/22	450.79	74005	450.79
Town & Country Building Services	101	5214.101	Other Contracted Services	146016	09/07/22	745.00	74006	745.00
USIC Locating Services, LLC	101	5220.101	Street Light Repair & Maintenance	532554	09/07/22	2,123.12	74007	2,149.56
USIC Locating Services, LLC	370	5457.370	CARS 2020 - Roe	532554	09/07/22	26.44		
Verizon Wireless	102	5202.102	Telephone	9914189834	09/07/22	322.29	74008	442.32
Verizon Wireless	104	5202.104	Telephone	9914189834	09/07/22	80.02		
Verizon Wireless	106	5202.106	Telephone	9914189835	09/07/22	40.01		
Watchmen Security Services, LLC	106	5210.106	Maintenace & Repair Building	69281	09/07/22	27.00	74009	27.00
KPERS	101	2040.101	KPERS Accrued Employee	9/1/22 PR	09/09/22	2,730.35	EFT	2,730.35
KPERS	101	2040.101	KPERS Accrued Employee	9/1/22 PR	09/09/22	4,376.24	EFT	4,376.24
KPERS	101	2050.101	Insurance Withholding Payable	9/1/22 PR	09/09/22	121.85	EFT	121.85
KP&F	101	2045.101	KP&F Employee Withholding Payab	9/1/22 PR	09/09/22	2,581.32	EFT	2,581.32
KP&F	101	2045.101	KP&F Employee Withholding Payab	9/1/22 PR	09/09/22	8,299.87	EFT	8,299.87
KP&F	101	2050.101	Insurance Withholding Payable	9/1/22 PR	09/09/22	39.83	EFT	39.83
Wex Bank	106	5302.106	Motor Fuels & Lubricants	5226 9/5/22	09/05/22	332.27	EFT	332.27
Wex Bank	102	5302.102	Motor Fuels & Lubricants	6429 9/5/22	09/05/22	3,365.47	EFT	3,365.47

\$ 471,138.59

Item Number: Consent Agenda- II.-B.
Committee: 9/19/2022
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **Council Minutes September 6, 2022**
Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
☐ City Council Meeting Minutes September 6, 2022	Cover Memo

CITY OF ROELAND PARK, KANSAS
CITY COUNCIL MEETING MINUTES
Roeland Park City Hall
4600 W 51st Street, Roeland Park, KS 66205
Tuesday, September 6, 2022, 6:00 P.M.

- Mike Kelly, Mayor
- Trisha Brauer, Council Member
- Benjamin Dickens, Council Member
- Jan Faidley, Council Member
- Jennifer Hill, Council Member

- Tom Madigan, Council Member
- Michael Poppa, Council Member
- Kate Raglow, Council Member
- Michael Rebne, Council Member

- Keith Moody, City Administrator
- Erin Winn, Asst. City Administrator
- Kelley Nielsen, City Clerk
- John Morris, Police Chief
- Donnie Scharff, Public Works Director

Admin
Raglow
Dickens

Finance
Rebne
Hill

Safety
Poppa
Madigan

Public Works
Brauer
Faidley

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

Pledge of Allegiance

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

Roll Call

City Clerk Nielsen called the roll. CMBR Brauer was absent and CMBR Rebne arrived after roll call. All other Governing Body members were present. Staff members present were City Administrator Moody, City Attorney Mauer, Assistant City Administrator Winn, Public Works Director Scharff, Police Chief Morris, and City Clerk Nielsen.

Modification of Agenda

There were no modifications to the agenda.

I. Citizen Comments

Jaime Davis (5511 Sherwood) Ms. Davis addressed the Governing Body as a representative of the R Park Committee. She brought forward their proposal for a wildflower meadow in the 3,000 square foot area by the soccer fields in the park. A subcommittee was formed, and they designed a three-year plan with the Parks Committee making a \$1,000 donation for the first year which will include eradicating weeds over the winter and then laying seeds and putting in plugs in the spring. Ms. Davis said they are in talks with the Sustainability Committee and is anticipating a partnership with them on this project. She also said there is an opportunity for donations and potential grants. She asked for approval from the Governing Body to proceed with this project.

Mayor Kelly said that City staff would reach out to her regarding her comments as the public comment portion of the meeting is not the forum to bring a proposal forward.

Jesse Brown (5235 Roe) Mr. Brown strongly pleaded with the Council about doing something for the traffic danger on Roe Boulevard. He stated that he has begged the Police Chief to address this. Mr. Brown stated that his wife and daughter were almost killed by racing traffic. He said the area is not

patrolled for speeders any longer. He also noted that the improvements that were done on Roe are not being cared for and spoke about damaged curb and dead trees. He also asked for a speed traffic count at the busy times of the time as the average speed does not reflect the dangerous situations. Mr. Brown said he does not feel he is being heard and again asked for help.

(CMBR Rebne joined the Council meeting)

II. Consent Agenda

- A. Appropriations Ordinance #1004**
- B. Council Minutes August 22, 2022**

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

III. Business from the Floor - Proclamations/Applications/Presentation

A. Outstanding Service Award - Juli Torres

Mayor Kelly thanked the Councilmembers for participating in the award process. He also thanked all staff who provide exceptional public service to the City.

Ms. Winn presented the Roe Cup to Juli Torres, the Municipal Court Clerk. Ms. Winn said she has made an impression on staff the short time she has been with the City. Her attention to detail has allowed them to clear out a backlog of cases. She also noted her respectful interactions with all the defendants and her advocacy for those with mental challenges. Ms. Winn said she is thankful they have her.

(Applause)

Ms. Torres said that since February when she joined the City, she has experienced the most amazing people. Through working with staff and the Governing Body, they have taught her the value of providing great customer service, and that most people want and need help. He goal is to show those that come into their court that they're there to help them.

(Applause)

IV. Mayor's Report

A. Hispanic Heritage Month Proclamation

Mayor Kelly expressed appreciation for the diversity and contributions from the City's many cultures. The theme this year is Esperanza: A Celebration of Hispanic Heritage and Hope.

CMBR Faidley any events planned to celebrate? City Administrator Moody stated that nothing is planned. It was discussed highlighting events throughout the community and sharing on social media.

MOTION: CMBR HILL MOVED AND CMBR MADIGAN SECONDED TO APPROVE THE PROCLAMATION DECLARING SEPTEMBER 15, 2022, THROUGH OCTOBER 15, 2022, AS HISPANIC HERITAGE MONTH IN THE CITY OF ROELAND PARK. (MOTION CARRIED 7-0.)

B. Diaper Needs Awareness Week Proclamation

Mayor Kelly said that diapers are an important item to always have for those who use them and many programs such as WIC do not allow for their purchase. He said as a Community for All Ages they want to make certain they are recognizing the needs of their community.

CMBR Madigan added that he would like to see adult diapers being collected as that is also an expensive need.

MOTION: CMBR POPPA MOVED AND CMBR FAIDLEY SECONDED TO APPROVE THE PROCLAMATION DECLARING SEPTEMBER 24, 2022, THROUGH OCTOBER 2, 2022, AS DIAPER NEEDS AWARENESS WEEK. (MOTION CARRIED 7-0.)

V. Reports of City Liaisons and Committees

There were no reports given.

VI. Unfinished Business

There was no Unfinished Business discussed.

VII. New Business

A. Approve Land Purchase Agreement with EPC

Mayor Kelly said this agreement represents a purchase price of \$3.45 million or \$12 a square foot for The Rocks property. The agreement encourages expedient completion of necessary steps leading to the construction of the facility.

City Administrator Moody said the agreement also precludes the resale of the property to a tax exempt entity and allows for the Council to review the aesthetic elements of constructions. Mr. Moody said there are still numerous steps that need to be completed before closing. It will also require the relocation of the Public Works department.

CMBR Madigan had questions about the earnest money provided by the buyer. Mr. Mauer clarified the difference between a default and the developer choosing not to move forward. If EPC defaults on the agreement, they do not get their earnest money back. If, after their due diligence, they choose not to move forward, then the monies will be returned to them with interest, like what was done with the Sunflower Group.

Mayor Kelly thanked EPC and their group for their continued work on the process.

MOTION: CMBR HILL MOVED AND CMBR DICKENS SECONDED TO APPROVE ENTERING THE AGREEMENT WITH EPC FOR THE SALE OF CITY-OWNED LAND KNOWN AS THE ROCKS. (THE MOTION CARRIED 7-0.)

B. Approve Consent to Transfer Franchise Agreement to Everfast

Mayor Kelly said this consent to transfer is based upon a consolidation of assets and a memorandum is included outlining the process.

MOTION: CMBR MADIGAN MOVED AND CMBR REBNE SECONDED TO APPROVE THE CONSENT TO TRANSFER FRANCHISE AGREEMENT FROM SUREWEST MIDWEST LICENSEE, LLC (CONSOLIDATED COMMUNICATIONS) TO EVERFAST FIBER NETWORKS, LLC. (THE MOTION CARRIED 7-0.)

C. Approve Task Order with Lamp Ryneerson for Storm Sewer Lining Project

Mayor Kelly said the task order is for design, construction, administration, and inspection services for a storm pipe lining under Roe Boulevard.

Public Works Director Scharff detailed the project for the 60-inch corrugated metal pipe under Roe Boulevard that connects on the northwest side Roe Parkway. It was anticipated the condition was for replacement. The pipe is 25 feet under the ground and is in better condition than was anticipated. They felt it was appropriate to line with GeoConcrete, a concrete liner that will clear up the flow line and extend the life of the pipe.

CMBR Faidley asked about the anticipated life span after the work is complete on the pipe. Public Works Director Scharff said they anticipate it to last another 10-15 years. CMBR Faidley then asked at that point would it require excavation for replacement. Public Works Director Scharff said if they maintain the repairs, it may well last forever. He added that it is a very large pipe deep in the ground.

CMBR Madigan also asked about the 108 feet of reinforced concrete pipe. Public Works Director Scharff said the liner for the 108 feet will bring it back to 100 percent of use. Mr. Scharff also added that this task order is for design and does not include the materials used in the project. He said they received a 50 percent match in SMAC funding on the \$872,335 project.

MOTION: CMBR REBNE MOVED AND CMBR POPPA SECONDED TO APPROVE THE TASK ORDER WITH LAMP RYNEARSON FOR THE DESIGN, CONSTRUCTION, ADMINISTRATION, AND INSPECTION SERVICES FOR THE 60-INCH STORM PIPE LINING UNDER ROE BOULEVARD. (THE MOTION CARRIED 7-0.)

D. Appoint Linda Heinen to the Parks Committee

MOTION: CMBR MADIGAN MOVED AND CMBR FAIDLEY SECONDED TO APPOINT LINDA HEINEN TO THE PARKS COMMITTEE. (THE MOTION CARRIED 7-0.)

VIII. Ordinances and Resolutions

A. Ordinance 1033-STO

This item is taken up on an annual basis based on the Standard Traffic Ordinances published by the Kansas League of Municipalities.

Police Chief Morris said this ordinance and the next Ordinance 1034 have both been reviewed by the City's legal staff.

MOTION: CMBR MADIGAN MOVED AND CMBR POPPA SECONDED TO APPROVE ORDINANCE 1033 - 2022 STO (STANDARD TRAFFIC ORDINANCE) BOOKS PUBLISHED BY THE LEAGUE OF KANSAS MUNICIPALITIES. (THE MOTION CARRIED 7-0.)

B. Ordinance 1034-UPOC

MOTION: CMBR FAIDLEY MOVED AND CMBR HILL SECONDED TO APPROVE ORDINANCE 1034 - 2022 UPOC (UNIFORM PUBLIC OFFENSE CODE) BOOKS PUBLISHED BY THE LEAGUE OF KANSAS MUNICIPALITIES. (THE MOTION CARRIED 7-0.)

IX. Reports of City Officials

A. COVID Report

The report is attached in the agenda packet.

Ms. Winn said the booster has been approved and appointments can be scheduled at Walgreens as soon as Thursday.

Adjourn:

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

(Roeland Park City Council Meeting Adjourned at 6:38 p.m.)

Kelley Nielsen, City Clerk

Mike Kelly, Mayor

Item Number: Reports of City Liaisons- VI.-A.
Committee: 9/19/2022
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 9/15/2022
Submitted By: Anthony Marshall
Committee/Department: Parks & Rec
Title: **Aquatic Center Advisory Committee (10 min)**
Item Type: Other

Recommendation:
Informational only. Anthony Marshall to provide update.

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
2022 RPAC Revenue	Cover Memo

Roeland Park Aquatic Center Weekly Revenue Report

Week 5/31/21 - 6/6/21				
Total Facility Visits				
	RES		NR	
Season Pass	469			
Daily Visit	238	347		
Punch Card Visits				
Camp Visits				
Total RPAC Visits	1054			
Season Pass Sales				
	RES		NR	
Individual	6	\$ 450.00	2	\$ 240.00
Family	53	\$ 6,625.00	13	\$ 2,340.00
Senior	3	\$ 195.00	1	\$ 110.00
Add'l Family Mem	3	\$ 45.00	2	\$ 30.00
Total	\$ 7,315.00		\$ 2,720.00	
Punch Card Sales				
	RES		NR	
5 Visit	2	\$ 50.00	0	\$ -
10 Visit	1	\$ 50.00	0	\$ -
Total	3	\$ 100.00	0	\$ -
Daily Visit Sales				
	RES		NR	
Single Visit	238	\$ 1,428.00	347	\$ 2,776.00
Concessions Rev	\$ 1,075.75			
Total RPAC Revenue	\$ 15,414.75			

Year to Date 5/29/21 - 6/6/21				
Total Facility Visits				
	RES		NR	
Season Pass	524			
Daily Visit	255	371		
Punch Card Visits				
Camp Visits				
Total RPAC Visits	1150			
Season Pass Sales				
	RES		NR	
Individual	10	\$ 750.00	3	\$ 360.00
Family	83	\$ 10,375.00	23	\$ 4,140.00
Senior	7	\$ 455.00	6	\$ 660.00
Add'l Family Mem	3	\$ 45.00	2	\$ 30.00
Total	\$ 11,625.00		\$ 5,190.00	
Punch Card Sales				
	RES		NR	
5 Visit	2	\$ 50.00	0	\$ -
10 Visit	1	\$ 50.00	0	\$ -
Total	3	\$ 100.00	0	\$ -
Daily Visit Sales				
	RES		NR	
Single Visit	255	\$ 1,530.00	371	\$ 2,968.00
Concessions Rev	\$ 1,187.00			
Total RPAC Revenue	\$ 22,600.00			

Roeland Park Aquatic Center Weekly Revenue Report

Week 6/7/21 - 6/13/21					
Total Facility Visits					
	RES		NR		
Season Pass	734				
Daily Visit	604				791
Punch Card Visits					
Camp Visits	80				
Total RPAC Visits	2209				
Season Pass Sales					
	RES		NR		
Individual	4	\$ 300.00	3	\$ 360.00	
Family	30	\$ 3,680.00	17	\$ 3,060.00	
Senior	3	\$ 195.00	1	\$ 110.00	
Add'l Family Mem	6	\$ 90.00	3	\$ 45.00	
Total	4	\$ 4,265.00	3	\$ 3,575.00	
Punch Card Sales					
	RES		NR		
5 Visit	3	\$ 75.00	2	\$ 50.00	
10 Visit	1	\$ 50.00	0	\$ -	
Total	4	\$ 125.00	2	\$ 50.00	
Daily Visit Sales					
	RES		NR		
Single Visit	604	\$ 3,624.00	791	\$ 6,328.00	
Concessions Rev	\$ 1,505.75				
Total RPAC Revenue	\$ 19,472.75				

Year to Date 5/29/21 - 6/13/21					
Total Facility Visits					
	RES		NR		
Season Pass	1258				
Daily Visit	859				1162
Punch Card Visits					
Camp Visits	80				
Total RPAC Visits	3359				
Season Pass Sales					
	RES		NR		
Individual	14	\$ 1,050.00	6	\$ 720.00	
Family	113	\$ 14,055.00	40	\$ 7,200.00	
Senior	10	\$ 650.00	7	\$ 770.00	
Add'l Family Mem	9	\$ 135.00	5	\$ 75.00	
Total	14	\$ 15,890.00	6	\$ 8,765.00	
Punch Card Sales					
	RES		NR		
5 Visit	5	\$ 125.00	2	\$ 50.00	
10 Visit	2	\$ 100.00	0	\$ -	
Total	7	\$ 225.00	2	\$ 50.00	
Daily Visit Sales					
	RES		NR		
Single Visit	859	\$ 5,154.00	1162	\$ 9,296.00	
Concessions Rev	\$ 2,692.75				
Total RPAC Revenue	\$ 42,072.75				

Roeland Park Aquatic Center Weekly Revenue Report

Week 6/14/21 - 6/20/21					
Total Facility Visits					
	RES		NR		
Season Pass	1747				
Daily Visit	350				588
Punch Card Visits					
Camp Visits					
Total RPAC Visits	2685				
Season Pass Sales					
	RES		NR		
Individual	0	\$ -	1	\$ 120.00	
Family	24	\$ 2,945.00	7	\$ 1,260.00	
Senior	0		0		
Add'l Family Mem	2	\$ 30.00	1	\$ 15.00	
Total	\$ 2,975.00		\$ 1,395.00		
Punch Card Sales					
	RES		NR		
5 Visit	0	\$ -	2	\$ 50.00	
10 Visit	0	\$ -	0	\$ -	
Total	0	\$ -	2	\$ 50.00	
Daily Visit Sales					
	RES		NR		
Single Visit	350	\$ 2,100.00	588	\$ 4,704.00	
Concessions Rev	\$ 1,381.00				
Total RPAC Revenue	\$ 12,605.00				

Year to Date 5/29/21 - 6/20/21					
Total Facility Visits					
	RES		NR		
Season Pass	3005				
Daily Visit	1209				1750
Punch Card Visits					
Camp Visits	80				
Total RPAC Visits	6044				
Season Pass Sales					
	RES		NR		
Individual	14	\$ 1,050.00	7	\$ 840.00	
Family	137	\$ 17,000.00	47	\$ 8,460.00	
Senior	10	\$ 650.00	7	\$ 770.00	
Add'l Family Mem	11	\$ 165.00	6	\$ 90.00	
Total	\$ 18,865.00		\$ 10,160.00		
Punch Card Sales					
	RES		NR		
5 Visit	5	\$ 125.00	4	\$ 100.00	
10 Visit	2	\$ 100.00	0	\$ -	
Total	7	\$ 225.00	4	\$ 100.00	
Daily Visit Sales					
	RES		NR		
Single Visit	1209	\$ 7,254.00	1750	\$ 14,000.00	
Concessions Rev	\$ 4,073.75				
Total RPAC Revenue	\$ 54,677.75				

Roeland Park Aquatic Center Weekly Revenue Report

Week 6/21/21 - 6/27/21				
Total Facility Visits				
	RES		NR	
Season Pass	574			
Daily Visit	123	171		
Punch Card Visits				
Camp Visits				
Total RPAC Visits	868			
Season Pass Sales				
	RES		NR	
Individual	1	\$ 75.00	0	\$ -
Family	1	\$ 125.00	5	\$ 900.00
Senior	0	\$ -	0	\$ -
Add'l Family Mem	0		2	\$ 30.00
Total	\$ 200.00		\$ 930.00	
Punch Card Sales				
	RES		NR	
5 Visit	0	\$ -		
10 Visit	0	\$ -	0	\$ -
Total	0	\$ -	0	\$ -
Daily Visit Sales				
	RES		NR	
Single Visit	123	\$ 738.00	171	\$ 1,368.00
Concessions Rev	\$ 447.00			
Total RPAC Revenue	\$ 3,683.00			

Year to Date 5/29/21 - 6/27/21				
Total Facility Visits				
	RES		NR	
Season Pass	3579			
Daily Visit	1332	1921		
Punch Card Visits				
Camp Visits	80			
Total RPAC Visits	6912			
Season Pass Sales				
	RES		NR	
Individual	15	\$ 1,125.00	7	\$ 840.00
Family	138	\$ 17,125.00	52	\$ 9,360.00
Senior	10	\$ 650.00	7	\$ 770.00
Add'l Family Mem	11	\$ 165.00	8	\$ 120.00
Total	\$ 19,065.00		\$ 11,090.00	
Punch Card Sales				
	RES		NR	
5 Visit	5	\$ 125.00	4	\$ 100.00
10 Visit	2	\$ 100.00	0	\$ -
Total	7	\$ 225.00	4	\$ 100.00
Daily Visit Sales				
	RES		NR	
Single Visit	1332	\$ 7,992.00	1921	\$ 15,368.00
Concessions Rev	\$ 4,520.75			
Total RPAC Revenue	\$ 58,360.75			

Roeland Park Aquatic Center Weekly Revenue Report

Week 6/28/21 - 7/4/21					
Total Facility Visits					
	RES		NR		
Season Pass	546				
Daily Visit	151				210
Punch Card Visits					
Camp Visits					
Total RPAC Visits	907				
Season Pass Sales					
	RES		NR		
Individual	0			1	\$ 120.00
Family	1			0	
Senior	1	\$ 65.00	0		\$ -
Add'l Family Mem	1	\$ 15.00	0		
Total	\$ 80.00				\$ 120.00
Punch Card Sales					
	RES		NR		
5 Visit	0	\$ -	1	\$ 35.00	
10 Visit	0	\$ -	3	\$ 210.00	
Total	0	\$ -	4	\$ 245.00	
Daily Visit Sales					
	RES		NR		
Single Visit	151	\$ 906.00	210	\$ 1,680.00	
Concessions Rev	\$ 938.65				
Total RPAC Revenue	\$ 3,969.65				

Year to Date 5/29/21 - 7/4/21					
Total Facility Visits					
	RES		NR		
Season Pass	4125				
Daily Visit	1483				2131
Punch Card Visits					
Camp Visits	80				
Total RPAC Visits	7819				
Season Pass Sales					
	RES		NR		
Individual	15	\$ 1,125.00	8	\$ 960.00	
Family	138	\$ 17,125.00	52	\$ 9,360.00	
Senior	11	\$ 715.00	7	\$ 770.00	
Add'l Family Mem	12	\$ 180.00	8	\$ 120.00	
Total	\$ 19,145.00				\$ 11,210.00
Punch Card Sales					
	RES		NR		
5 Visit	5	\$ 125.00	5	\$ 175.00	
10 Visit	2	\$ 100.00	3	\$ 150.00	
Total	7	\$ 225.00	8	\$ 325.00	
Daily Visit Sales					
	RES		NR		
Single Visit	1483	\$ 8,898.00	2131	\$ 17,048.00	
Concessions Rev	\$ 5,459.40				
Total RPAC Revenue	\$ 62,310.40				

Roeland Park Aquatic Center Weekly Revenue Report

Week 7/5/21 - 7/11/21					
Total Facility Visits					
	RES		NR		
Season Pass	540				
Daily Visit	194				241
Punch Card Visits					
Camp Visits	70				
Total RPAC Visits	1045				
Season Pass Sales					
	RES		NR		
Individual	1	\$ 75.00	0		
Family	3	\$ 375.00	1	\$ 180.00	
Senior	1	\$ 65.00	2	\$ 220.00	
Add'l Family Mem	0		0		
Total		\$ 515.00		\$ 400.00	
Punch Card Sales					
	RES		NR		
5 Visit	0	\$ -		\$ -	
10 Visit	0	\$ -		\$ -	
Total	0	\$ -		\$ -	
Daily Visit Sales					
	RES		NR		
Single Visit	194	\$ 1,164.00	241	\$ 1,928.00	
Concessions Rev \$ 662.77					
Total RPAC Revenue \$ 4,669.77					

Year to Date 5/29/21 - 7/11/21					
Total Facility Visits					
	RES				
Season Pass	4665				
Daily Visit	1677				
Punch Card Visits					
Camp Visits	150				
Total RPAC Visits	8864				
Season Pass Sales					
	RES				
Individual	16	\$ 1,200.00	8		
Family	138	\$ 17,500.00	53		
Senior	12	\$ 780.00	9		
Add'l Family Mem	12	\$ 180.00	8		
Total		\$ 19,660.00		\$	
Punch Card Sales					
	RES				
5 Visit	5	\$ 125.00	5		
10 Visit	2	\$ 100.00	3		
Total	7	\$ 225.00	8		
Daily Visit Sales					
	RES				
Single Visit	1677	\$ 10,062.00	2372		
Concessions Rev \$ 6,122.17					
Total RPAC Revenue \$ 66,980.17					

NR

2372

NR

\$ 960.00

\$ 9,540.00

\$ 990.00

\$ 120.00

11,610.00

NR

\$ 175.00

\$ 150.00

\$ 325.00

NR

\$ 18,976.00

Roeland Park Aquatic Center Weekly Revenue Report

Week 7/12/21 - 7/18/21					
Total Facility Visits					
	RES		NR		
Season Pass	528				
Daily Visit	219				308
Punch Card Visits					
Camp Visits					
Total RPAC Visits	1055				
Season Pass Sales					
	RES		NR		
Individual	0				0
Family	3	\$ -	1	\$ 180.00	
Senior	0	\$ -	1	\$ 110.00	
Add'l Family Mem	0				0
Total	\$ -		\$ 290.00		
Punch Card Sales					
	RES		NR		
5 Visit	1	\$ 25.00	1	\$ 35.00	
10 Visit	0	\$ -			
Total	1	\$ 25.00	\$ 35.00		
Daily Visit Sales					
	RES		NR		
Single Visit	219	\$ 1,314.00	308	\$ 2,464.00	
Concessions Rev					
	\$ 1,047.29				
Total RPAC Revenue	\$ 5,175.29				

Year to Date 5/29/21 - 7/18/21					
Total Facility Visits					
	RES		NR		
Season Pass	5193				
Daily Visit	1896				2680
Punch Card Visits					
Camp Visits	150				
Total RPAC Visits	9919				
Season Pass Sales					
	RES		NR		
Individual	16	\$ 1,200.00	8	\$ 960.00	
Family	138	\$ 17,500.00	54	\$ 9,720.00	
Senior	12	\$ 780.00	10	\$ 1,100.00	
Add'l Family Mem	12	\$ 180.00	8	\$ 120.00	
Total	\$ 19,660.00		\$ 11,900.00		
Punch Card Sales					
	RES		NR		
5 Visit	6	\$ 150.00	6	\$ 210.00	
10 Visit	2	\$ 100.00	3	\$ 150.00	
Total	8	\$ 250.00	9	\$ 360.00	
Daily Visit Sales					
	RES		NR		
Single Visit	1896	\$ 11,376.00	2680	\$ 21,440.00	
Concessions Rev					
	\$ 6,122.17				
Total RPAC Revenue	\$ 71,108.17				

Roeland Park Aquatic Center Weekly Revenue Report

Week 7/12/21 - 7/18/21					
Total Facility Visits					
	RES		NR		
Season Pass	528				
Daily Visit	219				308
Punch Card Visits					
Camp Visits					
Total RPAC Visits	1055				
Season Pass Sales					
	RES		NR		
Individual	0		0		
Family	3	\$ -	1	\$ 180.00	
Senior	0	\$ -	1	\$ 110.00	
Add'l Family Mem	0		0		
Total	\$ -		\$ 290.00		
Punch Card Sales					
	RES		NR		
5 Visit	1	\$ 25.00	1	\$ 35.00	
10 Visit	0	\$ -		\$ -	
Total	1	\$ 25.00		\$ 35.00	
Daily Visit Sales					
	RES		NR		
Single Visit	219	\$ 1,314.00	308	\$ 2,464.00	
Concessions Rev	\$ 1,047.29				
Total RPAC Revenue	\$ 5,175.29				

Year to Date 5/29/21 - 7/18/21					
Total Facility Visits					
	RES				
Season Pass	5193				
Daily Visit	1896				
Punch Card Visits					
Camp Visits	150				
Total RPAC Visits	9919				
Season Pass Sales					
	RES				
Individual	16	\$ 1,200.00	8		
Family	138	\$ 17,500.00	54		
Senior	12	\$ 780.00	10		
Add'l Family Mem	12	\$ 180.00	8		
Total	\$ 19,660.00		\$		
Punch Card Sales					
	RES				
5 Visit	6	\$ 150.00	6		
10 Visit	2	\$ 100.00	3		
Total	8	\$ 250.00	9		
Daily Visit Sales					
	RES				
Single Visit	1896	\$ 11,376.00	2680		
Concessions Rev	\$ 6,122.17				
Total RPAC Revenue	\$ 71,108.17				

NR

2680

NR

\$ 960.00

\$ 9,720.00

\$ 1,100.00

\$ 120.00

11,900.00

NR

\$ 210.00

\$ 150.00

\$ 360.00

NR

\$ 21,440.00

Roeland Park Aquatic Center Weekly Revenue Report

Week 8/16/21 - 8/22/21					
Total Facility Visits					
	RES		NR		
Season Pass	528				
Daily Visit	109				232
Punch Card Visits					
Camp Visits					
Total RPAC Visits	869				
Season Pass Sales					
	RES		NR		
Individual	0		0		
Family	0	\$ -	0		
Senior	0	\$ -	0		
Add'l Family Mem	0		0		
Total	\$ -		\$ -		
Punch Card Sales					
	RES		NR		
5 Visit		\$ -		\$ -	
10 Visit	0	\$ -		\$ -	
Total	0	\$ -		\$ -	
Daily Visit Sales					
	RES		NR		
Single Visit	109	\$ 654.00	232	\$ 1,856.00	
Concessions Rev					
	\$ 578.88				
Total RPAC Revenue					
	\$ 3,088.88				

Year to Date 5/29/21 - 8/22/21				
Total Facility Visits				
	RES			
Season Pass	6183			
Daily Visit	2723			
Punch Card Visits				
Camp Visits	150			
Total RPAC Visits	12829			
Season Pass Sales				
	RES			
Individual	15	\$ 1,125.00	8	
Family	139	\$ 17,625.00	56	
Senior	12	\$ 780.00	10	
Add'l Family Mem	11	\$ 165.00	10	
Total	\$ 19,695.00		\$	
Punch Card Sales				
	RES			
5 Visit	8	\$ 200.00	8	
10 Visit	2	\$ 100.00	3	
Total	10	\$ 300.00	11	
Daily Visit Sales				
	RES			
Single Visit	2723	\$ 16,338.00	3773	
Concessions Rev				
	\$ 10,363.14			
Total RPAC Revenue				
	\$ 89,600.14			

NR

3773

NR

\$ 960.00

\$ 10,080.00

\$ 1,100.00

\$ 150.00

12,290.00

NR

\$ 280.00

\$ 150.00

\$ 430.00

NR

\$ 30,184.00

Roeland Park Aquatic Center Weekly Revenue Report

Week 8/23/21 - 8/29/21				
Total Facility Visits				
	RES		NR	
Season Pass	404			
Daily Visit	152			254
Punch Card Visits				
Camp Visits				
Total RPAC Visits	810			
Season Pass Sales				
	RES		NR	
Individual	0		0	
Family	0	\$ -	0	
Senior	0	\$ -	0	
Add'l Family Mem	0		0	
Total	\$ -		\$ -	
Punch Card Sales				
	RES		NR	
5 Visit		\$ -		\$ -
10 Visit	0	\$ -		\$ -
Total	0	\$ -		\$ -
Daily Visit Sales				
	RES		NR	
Single Visit	152	\$ 912.00	254	\$ 2,032.00
Concessions Rev				
	\$ 460.50			
Total RPAC Revenue	\$ 3,404.50			

Year to Date 5/29/21 - 8/29/21				
Total Facility Visits				
	RES		NR	
Season Pass	6584			
Daily Visit	2875			4027
Punch Card Visits				
Camp Visits	273			
Total RPAC Visits	13759			
Season Pass Sales				
	RES		NR	
Individual	15	\$ 1,125.00	8	\$ 960.00
Family	139	\$ 17,625.00	56	\$ 10,080.00
Senior	12	\$ 780.00	10	\$ 1,100.00
Add'l Family Mem	11	\$ 165.00	10	\$ 150.00
Total	\$ 19,695.00		\$ 12,290.00	
Punch Card Sales				
	RES		NR	
5 Visit	8	\$ 200.00	8	\$ 280.00
10 Visit	2	\$ 100.00	3	\$ 150.00
Total	10	\$ 300.00	11	\$ 430.00
Daily Visit Sales				
	RES		NR	
Single Visit	3148	\$ 18,888.00	4027	\$ 32,216.00
Concessions Rev				
	\$ 10,823.64			
Total RPAC Revenue	\$ 94,642.64			

Roeland Park Aquatic Center Weekly Revenue Report

2021				
Total Facility Visits				
	RES		NR	
Season Pass	6584			
Daily Visit	2875		4027	
Punch Card Visits				
Camp Visits	273			
Total RPAC Visits	13759			
Season Pass Sales				
	RES		NR	
Individual	15	\$ 1,125.00	8	\$ 960.00
Family	139	\$ 17,625.00	56	\$ 10,080.00
Senior	12	\$ 780.00	10	\$ 1,100.00
Add'l Family Mem	11	\$ 165.00	10	\$ 150.00
Total	\$ 19,695.00		\$ 12,290.00	
Punch Card Sales				
	RES		NR	
5 Visit	8	\$ 200.00	8	\$ 280.00
10 Visit	2	\$ 100.00	3	\$ 210.00
Total	10	\$ 300.00		\$ 490.00
Daily Visit Sales				
	RES		NR	
Single Visit	3148	\$ 18,888.00	4027	\$ 32,216.00
Concessions Rev	\$ 10,823.64			
Total RPAC Revenue	\$ 94,702.64			

Year to Date 2022				
Total Facility Visits				
	RES		NR	
Season Pass	7987			
Daily Visit	1597		4233	
Punch Card Visits				
Camp Visits	2157			
Total RPAC Visits	15934			
Season Pass Sales				
	RES		NR	
Individual	22	\$ 1,620.00	5	\$ 600.00
Family	186	\$ 23,319.00	62	\$ 11,160.00
Senior	9	\$ 632.50	7	\$ 748.00
Add'l Family Mem	18	\$ 270.00		
Total	\$ 25,841.50		\$ 12,508.00	
Punch Card Sales				
	RES		NR	
5 Visit	7	\$ 175.00	1	\$ 35.00
10 Visit	1	\$ 50.00	3	\$ 150.00
Total	8	\$ 225.00	4	\$ 185.00
Daily Visit Sales				
	RES		NR	
Single Visit	1597	\$ 9,582.00	4233	\$ 33,864.00
Camp Rev	\$ 10,785.00			
Concessions Rev	\$ 10,550.00			
Total RPAC Revenue	\$ 103,540.50			

Item Number: Reports of City Liaisons- VI.-B.
Committee 9/19/2022
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 9/15/2022
Submitted By: Sustainability Committee
Committee/Department: Sustainability Committee
Title: **Sustainability Committee (5 min)**
Item Type: Other

Recommendation:

Informational only. Judy Hyde to provide update.

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



BOOSTER SPONSOR



Sustainability Committee

City of Roeland Park

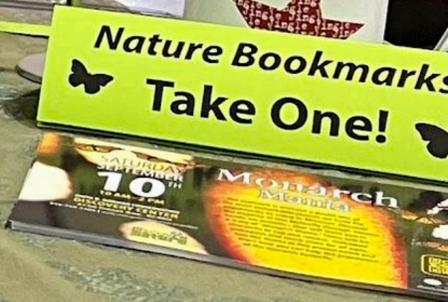
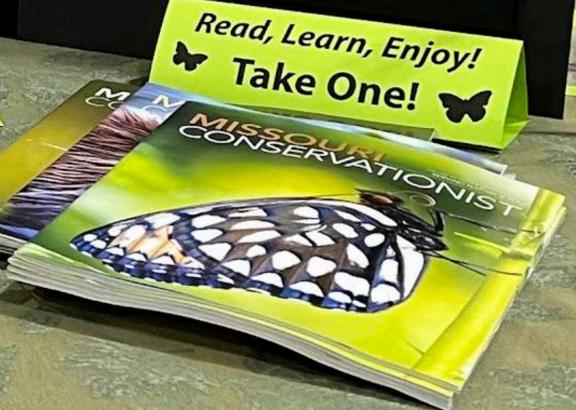
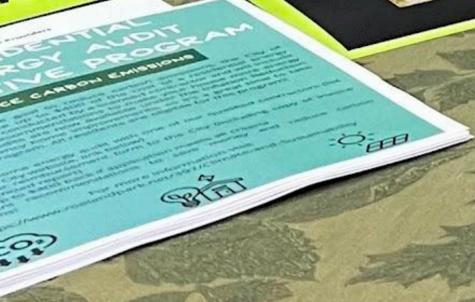


ROELAND PARK SUSTAINABILITY COMM



36

ential Program
e!



Item Number: New Business- VIII.-A.
Committee 9/19/2022
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 9/15/2022
Submitted By: Chief Morris
Committee/Department: Police Department
Title: **Public Fireworks Display Request from Bishop Miege (5 min)**
Item Type: Other

Recommendation:

The Bishop Miege High School has a long standing tradition of a few "Display Shells" being used at football games just before the initial kickoff. These items "Display Shells" are the technical term for a loud firework shot into the air that creates a loud bang with no visual effects seen. It creates an atmosphere of excitement for the crowd and only lasts a few seconds. Staff recommends the approval of this permit if all requirements are met according to the City code.

Details:

Attached is an application from Bishop Miege for authorization to provide a public fireworks display at their home football games. The details concerning the display is included in the application. The requirements spelled out in the City Code for a public display are included with the application.

Financial Impact

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

Additional Information

Initial permit application application and diagram of location has been approved by Chief Morris. The pending items of approval from FD # 2 and insurance documentation as required by code have not been met. If all items are presented as required before the next game on September 23rd, staff recommends approval. A professional licensed individual will be on scene to ensure all

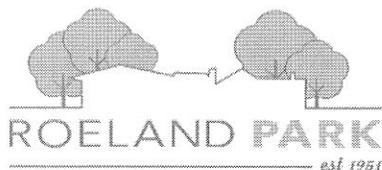
safety precautions are met.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
☐ Miego Public Fireworks Display Application	Cover Memo
☐ Fireworks Discharge Location Map- Baseball Field	Cover Memo
☐ City Code Concerning Public Fireworks Display	Cover Memo



City of Roeland Park
4600 W. 51st Street
Roeland Park, KS 66205
(913) 722-2600

PERMIT FOR PUBLIC FIREWORKS DISPLAY

Fireworks may be possessed, used, exploded, or discharged in a public exhibition or display of fireworks, provided the person desiring to possess, use, explode, or discharge such Articles of fireworks shall possess a permit authorized by the governing body and issued by the City Clerk.

An applicant for a permit for a public exhibition or display of fireworks shall file with the City Clerk a written application, duly subscribed and sworn to by the applicant.

Name of the person, association, organization, or corporation sponsoring the display:

Bishop Miege High School

Names of the person(s) in charge of the firing or discharging the display along with the relevant fireworks discharge experience, certifications and licenses held by those persons:

Mark Babcock - Over 30 years experience, Class B license
Former Roeland Park police officer + Miege security officer
(current)

The date and time of day at which the display is to be held (please list all dates to be covered by permit for up to a 1 year period);

9/23/22, 10/7, 10/14 7AM

-This is not a lengthy display; 20 to 30 seconds

Rain date(s) if appropriate: None

The exact location planned for the display: Bishop Miege baseball field

The number and kinds of fireworks to be discharged.
3 to 5 fireworks at the end of the National Anthem

The manner and place of the storage of such fireworks between the date of purchase and the date of display;

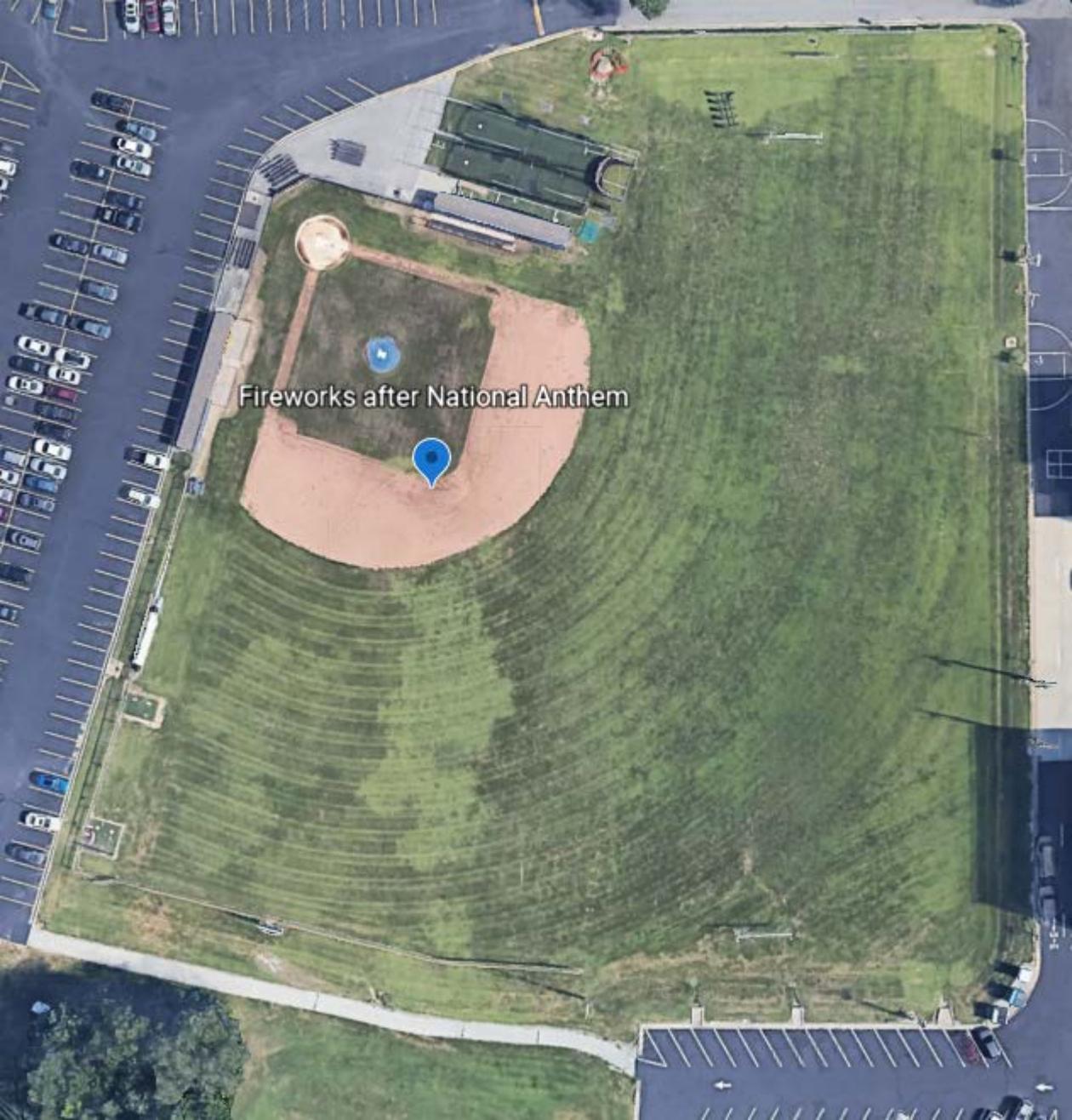
- Written Approval from Fire District #2 Representatives
- Proof of insurance of at least 2 million covering bodily injury and property damage both on and offsite from the fireworks.
- Attach diagram or sketch of the grounds on which the display is to be held, showing the point at which the fireworks are to be discharged, the location of all buildings, streets, and other lines of communication, the lines behind which the public will be restrained, and the location of all nearby trees, telegraph or telephone lines or other overhead obstructions.

Signature of City Clerk

Signature of Applicant/Operator

Signature of Chief of Police

Approval or denial by City Council (Date): _____ Approved ___ Denied



Fireworks after National Anthem

- **ARTICLE 4. - FIREWORKS**

[SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD \(DOCX\) OF SECTIONEMAIL SECTION](#)

- **Sec. 7-401. - Definition.**

[SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD \(DOCX\) OF SECTIONEMAIL SECTION](#)

The term "fireworks" shall mean and include, unless otherwise hereinafter excluded, any combustible or explosive composition, or any substance or combination of substances, or article prepared for the purpose of producing a visible or audible effect by combustion, explosion, deflagration or detonation and shall include blank cartridges, toy pistols, toy cannons, toy canes, or toy guns in which explosives are used, the type of balloons which require fire underneath to propel the same, firecrackers, torpedoes, skyrockets, Roman candles, sparklers or other devices of like construction and any devices containing any explosive or flammable compound, or any tablets or other device containing any explosive substance. The term "fireworks" shall not include snapper-poppers or champagne bottles. Further, the term "fireworks" shall not include any toy pistols, toy canes, toy guns or other devices in which are used paper caps manufactured in accordance with the United States Interstate Commerce Commission regulations for packing and shipping of toy paper caps, nor any pistol paper caps manufactured as provided therein, and such other substances or combination of substances, or devices, which the Governing Body may by resolution specifically exclude from the definition of "fireworks" as defined herein.

(Ord. No. 732, § 1; Code 2007)

- **Sec. 7-402. - Sale and Use of Fireworks Prohibited.**

[SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD \(DOCX\) OF SECTIONEMAIL SECTION](#)

(a)

Except as hereinafter provided, it shall be unlawful for any person, firm, co-partnership or corporation to offer for sale, expose for sale, sell at retail any fireworks other than devices which use paper caps manufactured in accordance with the United States Commerce Commission regulations for packing and shipping of toy paper caps, or any pistol paper caps manufactured as provided therein, in the City.

(b)

Except as hereinafter provided it shall be unlawful for any person, firm, co-partnership or corporation to possess, use, discharge or explode any fireworks within the City unless specifically authorized by the Governing Body.

(Ord. No. 732, § 2; Code 2007; Ord. No. 1017, § 1, 11-1-2021)

Editor's note— Ord. No. 1017, § 1, adopted Nov. 1, 2021, amended the title of § 7-402 to read as herein set out. The former § 7-402 title pertained to use of fireworks prohibited.

- **Sec. 7-403. - Exceptions.**

[SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD \(DOCX\) OF SECTIONEMAIL SECTION](#)

The use of the following fireworks are allowed and permitted in the City on the date herein specified and may be possessed throughout the year:

(a)

Novelty Snake - a device in the form of a pressed pellet of chemical composition that upon burning produces a snake-like ash that expands in length as the pellet burns. Chemical composition weight in finished device two grams.

(b)

Snapper - a paper or plastic wrapped device that contains silver fulminate coated on small bits of sand or gravel. When dropped the device activates, producing a noise effect. Chemical composition weight in finished device 0.001 grams.

(c)

Novelty Wire Sparkler or Novelty Dipped Stick - a device that consists of a metal wire or wood dowel coated with a chemical composition that produces a shower of sparks, a colored flame and/or a crackling effect. Chemical composition weight in finished device 25 grams.

(d)

Novelty Smoke Device - a device that produces only smoke. Chemical composition weight in finished device five grams.

(e)

Fountain, Cone - a device that produces a shower of any combination of colored sparks, color flame, crackle, smoke, and/or micro star effects. Chemical composition weight in finished device 50 grams. Cone fountains with a whistle and/or report are not included in this amendment.

No fireworks may be used or discharged within 100 feet of a gas station or an LP gas storage facility.

(Ord. No. 732, § 3; Code 2007; Ord. No. 1017, § 2, 11-1-2021)

- **Sec. 7-404. - Days on Which Excepted Fireworks May Be Used.**

[SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD \(DOCX\) OF SECTIONEMAIL SECTION](#)

The fireworks permitted by this chapter shall be allowed only on July 4th between the hours of 12:00 p.m. (noon) and 10:00 p.m.

(Ord. No. 732, § 4; Code 2007; Ord. No. 1017, § 3, 11-1-2021)

- **Sec. 7-405. - Throwing Fireworks From Vehicle Prohibited.**

[SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD \(DOCX\) OF SECTIONEMAIL SECTION](#)

No fireworks shall be thrown from an automobile or other moving vehicle.

(Ord. No. 732, § 5; Code 2007)

- **Sec. 7-406. - Permit for Public Display by Pyrotechnic Expert.**

[SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD \(DOCX\) OF SECTIONEMAIL SECTION](#)

Fireworks may be possessed, used, exploded or discharged by licensed pyrotechnic experts in a public exhibition or display of fireworks, provided the person desiring to possess, use, explode or discharge such articles of fireworks shall possess a permit (or a copy thereof) issued by the City Clerk.

(Ord. No. 732, § 6; Code 2007)

- **Sec. 7-407. - Contents of Application.**

[SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD \(DOCX\) OF SECTIONEMAIL SECTION](#)

An applicant for a permit for a public exhibition or display of fireworks shall file with the City Clerk a written application, in triplicate, duly subscribed and sworn to by the applicant. Such application shall set forth the following:

(a)

The name of the person, association, organization or corporation sponsoring the display, together with the names of the persons to be in charge of the firing or discharging of the display;

(b)

The date and time of day at which the display is to be held;

(c)

The exact location planned for the display;

(d)

A description setting forth the age, experience, residence and physical characteristics of the persons who are to do the actual firing and discharging of the fireworks;

(e)

The number and kinds of fireworks to be discharged;

(f)

The manner and place of the storage of such fireworks between the date of purchase and the date of display;

(g)

A diagram or sketch of the grounds on which the display is to be held, showing the point at which the fireworks are to be discharged, the location of all buildings, streets, and other lines of communication, the lines behind which the public will be restrained, and the location of all nearby trees, telegraph or telephone lines or other overhead obstructions.

(h)

The State of Kansas pyrotechnic license number of the person in charge of the public display.

(Ord. No. 732, § 7; Code 2007)

- **Sec. 7-408. - Investigation and Approval by the Chief of Police; Fee.**

[SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD \(DOCX\) OF SECTIONEMAIL SECTION](#)

An application for a permit for a public exhibition or display of fireworks shall be filed with the City Clerk at least 30 days before the date set for the display. A copy of such application shall be sent at once to the Chief of Police, or his or her designee, who shall make or cause to be made an investigation of the site of the proposed display and investigate the competence and skill of the person in charge of the firing and discharge of the fireworks. If satisfied that the display will be conducted lawfully and in accordance with this article, he or she shall so advise the City Clerk. No permit shall be issued unless the approval in writing, signed by the Chief of Police, or his or her designee, is filed with the City Clerk. The applicant for a permit shall, at the time of filing application pay to the City Clerk a fee of \$100.00, which sum shall be refunded in the event the application for such permit is denied.

(Ord. No. 732, § 8; Code 2007)

- **Sec. 7-409. - Permit for Public Display by Pyrotechnic Expert; Bond or Insurance Policy Required.**

[SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD \(DOCX\) OF SECTIONEMAIL SECTION](#)

Before a permit shall be issued for a public exhibition or display of fireworks, the applicant shall file with the City Clerk both a bond or a policy of liability insurance and a written indemnification of the City.

(a)

A bond of the applicant with a solvent and responsible surety company, authorized to do business in the state, as surety thereon, or a policy or certificate of liability insurance acceptable to the City Clerk and approved as to form by the City Attorney, conditioned that the applicant will pay all final judgments recovered against such application up to and including the sum of \$1,000,000.00 for injury to or death of any one person, and up to and including \$2,000,000.00 for injury to or death of more than one person, by reason of the carelessness or negligence of the applicant or persons in charge of the discharge of such fireworks; and \$1,000,000 for damage to the property reason of the careless or negligence of the applicant or persons in charge of the discharge of the fireworks.

(b)

The applicant shall execute a written indemnification of the City in a form approved by the City Attorney under which the applicant agrees to indemnify, defend and hold harmless the City from any and all loss to the extent that such loss is caused or incurred by, on account of, or as a result of the negligence or other actionable fault of the applicant, its employees, agents subcontractors and suppliers or any other party for whom the applicant is responsible.

(Ord. No. 743, § 9; Code 2014)

- **Sec. 7-410. - Conduct of Public Display.**

[SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD \(DOCX\) OF SECTIONEMAIL SECTION](#)

(a)

A public display of fireworks shall be permitted only when the actual point at which the fireworks are to be fired is at least 200 feet from the nearest permanent building, public street, or 50 feet from the nearest aboveground telephone or telegraph line, tree, or other overhead obstruction.

(b)

The audience at a public display of fireworks shall be restrained behind lines at least 150 feet from the point at which the fireworks are discharged, and only person in active charge of the display or responsible for safety and security shall be allowed inside these lines.

(c)

All fireworks that fire a projectile shall be so set up that the projectile will go into the air as nearly as possible at an angle of not more than 15 degrees from vertical and directed away from the spectators.

(Ord. No. 732, § 10; Code 2007)

- **Sec. 7-411. - Operators at Public Display.**

(a)

The persons in actual charge of the firing of fireworks in a public display shall be licensed pyrotechnic experts.

(b)

There shall be at all times at least two operators of the display constantly on duty during the discharge.

(Ord. No. 732, § 11; Code 2007)

- **Sec. 7-412. - Extinguishers at Public Display.**

At a public display of fireworks, at least two approved class 2A, 10BC-type fire extinguishers shall be kept at as widely separated points as possible within the actual area in which the discharging is taking place.

(Ord. No. 732, § 12; Code 2007)

- **Sec. 7-413. - Enforcement of Provisions.**

The Chief of Police is charged with the duty of enforcing all the provisions, terms and regulations of this article.

(Ord. No. 732, § 13; Code 2007)

- **Sec. 7-414. - Penalty.**

Any person violating the provisions of this article shall, upon conviction thereof, be fined not less than \$100.00 nor more than \$500.00 for each and every offense.

(Ord. No. 732, § 14; Code 2007; Ord. No. 1017, § 4, 11-1-2021)

Item Number: New Business- VIII.-B.
Committee 9/19/2022
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 9/15/2022
Submitted By: Donnie Scharff, Director of Public Works
Committee/Department: Public Works
Title: **Approve Street Preparation Service Agreement (5 min)**
Item Type: Agreement

Recommendation:

Staff recommends approval of a contract with McConnell and Associates to perform street preparation work including base repairs and curb replacement for those streets identified for the 2023 Surface Treatment Program.

Details:

PW staff has been extremely busy performing more than a normal amount of greenspace maintenance in city parks and in medians as well as being down a full time position for an entire year. Staff has not had the opportunity to start the regular in-house street maintenance activities that are conducted in the summer months to prepare streets for the following year Surface Treatment Program. Staff secured quotes from three contractors who have provided quality street maintenance services in Roeland Park in the past. McAnany Construction, McConnell & Associates, and Phillips Construction have provided quotes for this work. The contractors have completed street maintenance projects previously in the city. Staff finds these contractors to be qualified to complete the repairs. Summary of quotes below:

McAnany Construction - \$130,650
McConnell & Associates - \$110,508
Phillips Construction - \$154,203

There is \$211,000 remaining in the 106-5421 Street Maintenance line item for 2022, sufficient to complete the base repairs

While the approach to having a contractor complete what is normally done in-house is not ideal,

staff feel this effort is necessary to continue moving forward to invest in the maintenance of our streets as this is a top priority as indicated in the citizen satisfaction survey.

The attached map indicates the street corridors that will be prepared for surface treatment under this agreement.

Financial Impact

Amount of Request: \$111,000	
Budgeted Item?	Budgeted Amount: \$211,000
Line Item Code/Description: 5421.106 - In-House Street Maintenance	

Additional Information

In the first half of 2022, PW staff spent 42% of the total hours worked in parks and greenspace areas compared to averaging 32% of hours worked in this area for 2019 & 2020. The increased amount of time dedicated to parks and green space as well as being down 1 of 5 equipment operator positions (20%) for an entire year have both contributed to staff not having the opportunity to complete the base repair work inhouse as has been the practice.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
☐ McConnell Street Prep Quote	Cover Memo
☐ McAnany Street Prep Quote	Cover Memo
☐ Phillips Street Prep Quote	Cover Memo
☐ Street Prep Area Map	Cover Memo

2022 BASE REPAIR PROJECT
LAMP RYNEARSON PROJECT NO. 0322001.01
CITY OF ROELAND PARK, KANSAS
JOHNSON COUNTY, KANSAS
ITEMIZED PROPOSAL

No.	Bid Item	Unit	Quantity	Unit Price	Total Price
1	Base Repair (Type 5-01 Asphalt) (4")	SY	1252	\$64.00	\$80,128.00
2	Curb and Gutter (Remove and Replace) (Type B) (KCMMB4K)	LF	490	\$62.00	\$30,380.00

Total of Bid Price Items (Items 1-2) = Total Base Bid Price

\$ 110,508.00

One hundred ten thousand five hundred eight dollars and no cents.

(WRITE AMOUNT IN WORDS)

- A) The undersigned further agrees to begin work within a period of **10 calendar days** after the Notice to Proceed and complete all of the work no later than **November 30, 2022**. Temperature requirements for the asphalt are 50 degrees and rising and surface temperature of 55 degrees.
- B) Unit Prices for base repair include all items necessary to complete the work including: Mobilization, traffic control, milling, and applying tack coat.
- C) Unit Prices for curb and gutter include all items necessary to complete the work including: Mobilization, traffic control, demolition and disposing of existing curb, setting forms, installing expansion joint every around curb returns and every 250' feet, 3-#4 bars steel on chairs, broom finish concrete, applying cure and backfilling behind the curb.

The undersigned also declares that they understand that liquidated damages based on the full bid price of the contract shall be assessed against contractor, as stipulated liquidated damages and not as a penalty, in an amount as set forth in paragraph GC 44 of the general conditions for each and every calendar day the work remains incomplete over the specified completion time(s) stated above in paragraphs A) and B).

PROPOSAL QUANTITIES

The contractor shall be paid the said unit prices listed in the proposal. The contractor shall make their own evaluation of the quantities required to complete the work. In the event the contractor evaluation of quantities is different from those listed in the proposal, they may adjust their unit price bid up or down to cover his complete cost for performing the work. Quantities will not be changed after the bid is accepted by the City.

The unit price bid for each item shall include all of the contractors cost and profit including mobilization, traffic control, bonds, equipment, labor, supervision, material and all incidentals necessary to furnish the work complete and ready for use. Extension of quantities in this contract

shall be paid in the Unit Price provided in the base bid unless that item is not covered in the base bid.

PROPOSAL ABBREVIATIONS

SF – SQUARE FEET
LF - LINEAR FEET
SY – SQUARE YARDS
LS – LUMP SUM
EA - EACH

The undersigned as a bidder declares:

That they have been regularly engaged in contract work of the class required by the specifications for 55 years, and respectfully invites your attention to the following work that has been completed under their direction:

CARS - Roe Boulevard 2021 + 3" Street Patching

Lake Lotawana Oak Haven Subdivision 2022 (Street Repairs/Chip Seal)

Village of Loch Lloyd (~\$500K annual road repairs/reconstruction)

That they have personally examined the location of the proposed work and determined the amount and character of the proposed work, and the material and equipment necessary to complete the same in compliance with the accompanying contract, plans and specifications.

The undersigned proposes and agrees, if this bid proposal is accepted, to provide all necessary machinery, tools, equipment and other means of construction, and to do all the work specified in the documents of the contract in the manner therein prescribed and according to the requirements of the Engineer as therein set forth.

The undersigned agrees, if this proposal is accepted, to begin work within a period of 10 calendar days after the Notice to Proceed and to complete the work within 30 calendar days, otherwise to be governed by the stipulations of the accompanying articles of the contract. This is considered the base bid.

ADDENDUM RECEIPT:

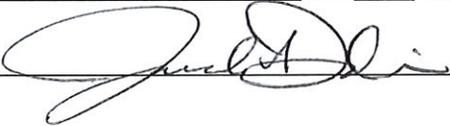
The undersigned Bidder acknowledges receipt of the following addenda to the Contract Documents:

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

Enclosed is a certified check, cashier's check or bid bond in the amount of _____

DOLLARS (\$ N/A), made payable to the City of Roeland Park, which the undersigned agrees is subject to being forfeited to and becoming the property of the City as liquidated damages and not as penalty, together with other legal remedies the City may choose to invoke, all as set forth in the Instructions to Bidders Section IB-9, should this Bid be accepted and the Contract be awarded to this bidder and they should fail to enter into an Agreement in the form prescribed and to furnish the required insurance, bonds and other required documents within ten (10) calendar days as above stipulated, otherwise the bid security shall be returned to the undersigned upon signing of the Agreement and delivery of the approved bonds and other required documents to the City of Roeland Park, Kansas.

DATED in _____ this 15 day of SEPTEMBER, 2022

Signature of Bidder:  _____

If an individual: _____

Doing business as: _____

If a Partnership: _____

BY _____, member of firm

If a corporation: McConnell & Associates _____

BY  _____

Title Jared Dakin - Estimator/Project Manager _____

SEAL

Business Address of Bidder: 1225 Iron Street, North Kansas City, MO 64116

If bidder is a corporation, supply the following information:

State in which incorporated Missouri

Name of business address of its:

President Scott McConnell

Secretary Chris Hanson

Date 9/15/2022

BID PROPOSAL

2022 BASE REPAIR AND CURB PROJECT

LAMP RYNEARSON PROJECT NO. 0322001.01

CITY OF ROELAND PARK, KANSAS

JOHNSON COUNTY, KANSAS

Name of Bidder McAnany Construction
Address of Bidder 15328 Midland Drive Shawnee KS 66217
Telephone Number of Bidder: (913) 631-5440

To the CITY OF ROELAND PARK, KANSAS

THE UNDERSIGNED BIDDER, having examined the Plans, Specifications, Regulations of the Contract, Special 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 the Proposal; (b) the location, arrangement, and specified requirements for the proposed work; (c) the location, character and conditions of trees, utilities, drainage structures, and other installations, both surface and underground which may affect or be affected by the proposed work; (d) the nature and extent of the improvements to be made and the type, character and general condition of materials to be used; (e) the necessary handling and re-handling of materials; (f) the difficulties and hazards associated with the work (g) local conditions relative to labor, transportation, hauling, and rail delivery facilities; and (h) all other factors and conditions affecting or which may be affected by the work;

HEREBY PROPOSES to furnish all required materials, supplies, 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 they 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, and he understands that the quantities herein given are those that will be used to determine the contract amount.

2022 BASE REPAIR PROJECT
 LAMP RYNEARSON PROJECT NO. 0322001.01
 CITY OF ROELAND PARK, KANSAS
 JOHNSON COUNTY, KANSAS
ITEMIZED PROPOSAL

No.	Bid Item	Unit	Quantity	Unit Price	Total Price
1	Base Repair (Type 5-01 Asphalt) (4")	SY	1252	\$ 75.00	\$ 93,900.00
2	Curb and Gutter (Remove and Replace) (Type B) (KCMMB4K)	LF	490	\$ 75.00	\$ 36,750.00

Total of Bid Price Items (Items 1-2) = Total Base Bid Price

\$ 130,650.00

One hundred thirty thousand six hundred fifty and zero

(WRITE AMOUNT IN WORDS)

- A) The undersigned further agrees to begin work within a period of **10 calendar days** after the Notice to Proceed and complete all of the work no later than **November 30, 2022**. Temperature requirements for the asphalt are 50 degrees and rising and surface temperature of 55 degrees.
- B) Unit Prices for base repair include all items necessary to complete the work including: Mobilization, traffic control, milling, and applying tack coat.
- C) Unit Prices for curb and gutter include all items necessary to complete the work including: Mobilization, traffic control, demolition and disposing of existing curb, setting forms, installing expansion joint every around curb returns and every 250' feet, 3-#4 bars steel on chairs, broom finish concrete, applying cure and backfilling behind the curb.

The undersigned also declares that they understand that liquidated damages based on the full bid price of the contract shall be assessed against contractor, as stipulated liquidated damages and not as a penalty, in an amount as set forth in paragraph GC 44 of the general conditions for each and every calendar day the work remains incomplete over the specified completion time(s) stated above in paragraphs A) and B).

PROPOSAL QUANTITIES

The contractor shall be paid the said unit prices listed in the proposal. The contractor shall make their own evaluation of the quantities required to complete the work. In the event the contractor evaluation of quantities is different from those listed in the proposal, they may adjust their unit price bid up or down to cover his complete cost for performing the work. Quantities will not be changed after the bid is accepted by the City.

The unit price bid for each item shall include all of the contractors cost and profit including mobilization, traffic control, bonds, equipment, labor, supervision, material and all incidentals necessary to furnish the work complete and ready for use. Extension of quantities in this contract

shall be paid in the Unit Price provided in the base bid unless that item is not covered in the base bid.

PROPOSAL ABBREVIATIONS

- SF – SQUARE FEET
- LF - LINEAR FEET
- SY – SQUARE YARDS
- LS – LUMP SUM
- EA - EACH

The undersigned as a bidder declares:

That they have been regularly engaged in contract work of the class required by the specifications for 60 years, and respectfully invites your attention to the following work that has been completed under their direction:

- 2022, 2021 Zoeland Park UBAS
- 2021 Raytown patching
- _____
- _____
- _____

That they have personally examined the location of the proposed work and determined the amount and character of the proposed work, and the material and equipment necessary to complete the same in compliance with the accompanying contract, plans and specifications.

The undersigned proposes and agrees, if this bid proposal is accepted, to provide all necessary machinery, tools, equipment and other means of construction, and to do all the work specified in the documents of the contract in the manner therein prescribed and according to the requirements of the Engineer as therein set forth.

The undersigned agrees, if this proposal is accepted, to begin work within a period of 10 calendar days after the Notice to Proceed and to complete the work within 30 calendar days, otherwise to be governed by the stipulations of the accompanying articles of the contract. This is considered the base bid.

ADDENDUM RECEIPT:

The undersigned Bidder acknowledges receipt of the following addenda to the Contract Documents:

Addendum NO. _____, Date _____

The undersigned, as Bidder, hereby declares that the only person or firms interested in the Proposal as principal or principals is or are named herein and that no other persons or firms than herein mentioned have any interest in this 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 is in all respects fair and in good faith, without collusion or fraud.

The undersigned agrees and assures the Owner that if awarded this Contract, they will fully abide by the requirements of these Contract Documents.

In submitting this bid, the undersigned declares that they are of lawful age and executed the accompanying bid on behalf of the bidder therein named, and that they have lawful authority so to do. The undersigned further declares that they have not directly or indirectly entered into any agreement, expressed or implied, with any bidder or bidders, having for their object the controlling of the price or amount of such bid or any bids, the limiting of the bid or bidders, the parceling or farming out to any bidder or bidders, or other persons, of any part of the subject matter of the bid or bids or of the profits thereof, and that they have not and will not divulge the sealed bid to any person whomsoever, except those having a partnership or other financial interest with bidder in said bid or bids, until after sealed bid or bids are opened.

The undersigned further declares that they have carefully examined the Notice to Bidders, Instructions to Bidders and other Contract Documents, and they have inspected the actual location of the work, together with the local sources of supply, and have satisfied themselves as to all conditions and quantities, and understands that in signing this Bid they waive all right to plead any misunderstanding regarding the same.

The undersigned hereby agrees to furnish the required bonds and insurance certificates and execute an Agreement within ten (10) calendar days from and after notice of the award of the Contract, and failure of the bidder to do so shall constitute a default, and the City may thereafter take such steps to protect its legal rights as it deems in its best interest, including, but not limited to, enforcement of its rights as to bid security.

It is understood that the City will pay in a prompt and timely manner pay estimates when submitted and approved by the Architect/Engineer and further approved by the City staff coordinator for the project, all as provided in the Contract Documents.

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

Enclosed is a certified check, cashier's check or bid bond in the amount of _____
_____ N/A _____

DOLLARS (\$ _____), made payable to the City of Roeland Park, which the undersigned agrees is subject to being forfeited to and becoming the property of the City as liquidated damages and not as penalty, together with other legal remedies the City may choose to invoke, all as set forth in the Instructions to Bidders Section IB-9, should this Bid be accepted and the Contract be awarded to this bidder and they should fail to enter into an Agreement in the form prescribed and to furnish the required insurance, bonds and other required documents within ten (10) calendar days as above stipulated, otherwise the bid security shall be returned to the undersigned upon signing of the Agreement and delivery of the approved bonds and other required documents to the City of Roeland Park, Kansas.

DATED in Shawnee this 15 day of September, 2022

Signature of Bidder: Ben McAnany

If an individual: _____

Doing business as: _____

If a Partnership: _____

BY _____, member of firm

If a corporation: McAnany Construction

BY Ben McAnany

Title Vice President

SEAL

Business Address of Bidder: 15320 Midland Drive
Shawnee KS 66217

If bidder is a corporation, supply the following information:

State in which incorporated KS

Name of business address of its:

President Eric Vossman
15320 Midland Drive Shawnee KS 66217

Secretary Ben McAnany
15320 Midland Drive Shawnee KS 66217

Date 09/14/22

BID PROPOSAL

2022 BASE REPAIR AND CURB PROJECT

LAMP RYNEARSON PROJECT NO. 0322001.01

**CITY OF ROELAND PARK, KANSAS
JOHNSON COUNTY, KANSAS**

Name of Bidder Phillips Sitework, Inc.

Address of Bidder 2808 E 85th Street, Ste. B, Kansas City, MO 64132

Telephone Number of Bidder: (816) 437-7899

To the CITY OF ROELAND PARK, KANSAS

THE UNDERSIGNED BIDDER, having examined the Plans, Specifications, Regulations of the Contract, Special 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 the Proposal; (b) the location, arrangement, and specified requirements for the proposed work; (c) the location, character and conditions of trees, utilities, drainage structures, and other installations, both surface and underground which may affect or be affected by the proposed work; (d) the nature and extent of the improvements to be made and the type, character and general condition of materials to be used; (e) the necessary handling and re-handling of materials; (f) the difficulties and hazards associated with the work (g) local conditions relative to labor, transportation, hauling, and rail delivery facilities; and (h) all other factors and conditions affecting or which may be affected by the work;

HEREBY PROPOSES to furnish all required materials, supplies, 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 they 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, and he understands that the quantities herein given are those that will be used to determine the contract amount.

2022 BASE REPAIR PROJECT
 LAMP RYNEARSON PROJECT NO. 0322001.01
 CITY OF ROELAND PARK, KANSAS
 JOHNSON COUNTY, KANSAS
ITEMIZED PROPOSAL

No.	Bid Item	Unit	Quantity	Unit Price	Total Price
1	Base Repair (Type 5-01 Asphalt) (4")	SY	1252	\$98.00	\$122,696.00
2	Curb and Gutter (Remove and Replace) (Type B) (KCMMB4K)	LF	490	\$64.30	\$31,507.00

Total of Bid Price Items (Items 1-2) = Total Base Bid Price \$ 154,203.00

One hundred fifty-four, two hundred and three dollars and zero cents.

(WRITE AMOUNT IN WORDS)

- A) The undersigned further agrees to begin work within a period of **10 calendar days** after the Notice to Proceed and complete all of the work no later than **November 30, 2022**. Temperature requirements for the asphalt are 50 degrees and rising and surface temperature of 55 degrees.
- B) Unit Prices for base repair include all items necessary to complete the work including: Mobilization, traffic control, milling, and applying tack coat.
- C) Unit Prices for curb and gutter include all items necessary to complete the work including: Mobilization, traffic control, demolition and disposing of existing curb, setting forms, installing expansion joint every around curb returns and every 250' feet, 3-#4 bars steel on chairs, broom finish concrete, applying cure and backfilling behind the curb.

The undersigned also declares that they understand that liquidated damages based on the full bid price of the contract shall be assessed against contractor, as stipulated liquidated damages and not as a penalty, in an amount as set forth in paragraph GC 44 of the general conditions for each and every calendar day the work remains incomplete over the specified completion time(s) stated above in paragraphs A) and B).

PROPOSAL QUANTITIES

The contractor shall be paid the said unit prices listed in the proposal. The contractor shall make their own evaluation of the quantities required to complete the work. In the event the contractor evaluation of quantities is different from those listed in the proposal, they may adjust their unit price bid up or down to cover his complete cost for performing the work. Quantities will not be changed after the bid is accepted by the City.

The unit price bid for each item shall include all of the contractors cost and profit including mobilization, traffic control, bonds, equipment, labor, supervision, material and all incidentals necessary to furnish the work complete and ready for use. Extension of quantities in this contract

shall be paid in the Unit Price provided in the base bid unless that item is not covered in the base bid.

PROPOSAL ABBREVIATIONS

SF – SQUARE FEET

LF - LINEAR FEET

SY – SQUARE YARDS

LS – LUMP SUM

EA - EACH

The undersigned as a bidder declares:

That they have been regularly engaged in contract work of the class required by the specifications for 20 years, and respectfully invites your attention to the following work that has been completed under their direction:

City of Roeland Park 2022 CARS

City of Fairway 2021 CARS

Shawnee Mission School District Pavement Repairs - 2022, 2021, 2020

Winnetonka HS 2022 Pavement Repairs

City of Buckner 2022 Street Repairs

That they have personally examined the location of the proposed work and determined the amount and character of the proposed work, and the material and equipment necessary to complete the same in compliance with the accompanying contract, plans and specifications.

The undersigned proposes and agrees, if this bid proposal is accepted, to provide all necessary machinery, tools, equipment and other means of construction, and to do all the work specified in the documents of the contract in the manner therein prescribed and according to the requirements of the Engineer as therein set forth.

The undersigned agrees, if this proposal is accepted, to begin work within a period of 10 calendar days after the Notice to Proceed and to complete the work within 30 calendar days, otherwise to be governed by the stipulations of the accompanying articles of the contract. This is considered the base bid.

ADDENDUM RECEIPT:

The undersigned Bidder acknowledges receipt of the following addenda to the Contract Documents:

Addendum NO. N/A , Date _____

Addendum NO. _____, Date _____

The undersigned, as Bidder, hereby declares that the only person or firms interested in the Proposal as principal or principals is or are named herein and that no other persons or firms than herein mentioned have any interest in this 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 is in all respects fair and in good faith, without collusion or fraud.

The undersigned agrees and assures the Owner that if awarded this Contract, they will fully abide by the requirements of these Contract Documents.

In submitting this bid, the undersigned declares that they are of lawful age and executed the accompanying bid on behalf of the bidder therein named, and that they have lawful authority so to do. The undersigned further declares that they have not directly or indirectly entered into any agreement, expressed or implied, with any bidder or bidders, having for their object the controlling of the price or amount of such bid or any bids, the limiting of the bid or bidders, the parceling or farming out to any bidder or bidders, or other persons, of any part of the subject matter of the bid or bids or of the profits thereof, and that they have not and will not divulge the sealed bid to any person whomsoever, except those having a partnership or other financial interest with bidder in said bid or bids, until after sealed bid or bids are opened.

The undersigned further declares that they have carefully examined the Notice to Bidders, Instructions to Bidders and other Contract Documents, and they have inspected the actual location of the work, together with the local sources of supply, and have satisfied themselves as to all conditions and quantities, and understands that in signing this Bid they waive all right to plead any misunderstanding regarding the same.

The undersigned hereby agrees to furnish the required bonds and insurance certificates and execute an Agreement within ten (10) calendar days from and after notice of the award of the Contract, and failure of the bidder to do so shall constitute a default, and the City may thereafter take such steps to protect its legal rights as it deems in its best interest, including, but not limited to, enforcement of its rights as to bid security.

It is understood that the City will pay in a prompt and timely manner pay estimates when submitted and approved by the Architect/Engineer and further approved by the City staff coordinator for the project, all as provided in the Contract Documents.

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

Enclosed is a certified check, cashier's check or bid bond in the amount of _____

N/A

DOLLARS (\$ N/A), made payable to the City of Roeland Park, which the undersigned agrees is subject to being forfeited to and becoming the property of the City as liquidated damages and not as penalty, together with other legal remedies the City may choose to invoke, all as set forth in the Instructions to Bidders Section IB-9, should this Bid be accepted and the Contract be awarded to this bidder and they should fail to enter into an Agreement in the form prescribed and to furnish the required insurance, bonds and other required documents within ten (10) calendar days as above stipulated, otherwise the bid security shall be returned to the undersigned upon signing of the Agreement and delivery of the approved bonds and other required documents to the City of Roeland Park, Kansas.

DATED in Thursday this 15th day of September, 2022

Signature of Bidder: Danyelle Boswell

If an individual: _____

Doing business as: _____

If a Partnership: _____

BY _____, member of firm

If a corporation: Phillips Sitework, Inc.

BY Danyelle Boswell Danyelle Boswell

Title Owner

SEAL

Business Address of Bidder: 2808 E 85th Street, Suite B
Kansas City, MO 64132

If bidder is a corporation, supply the following information:

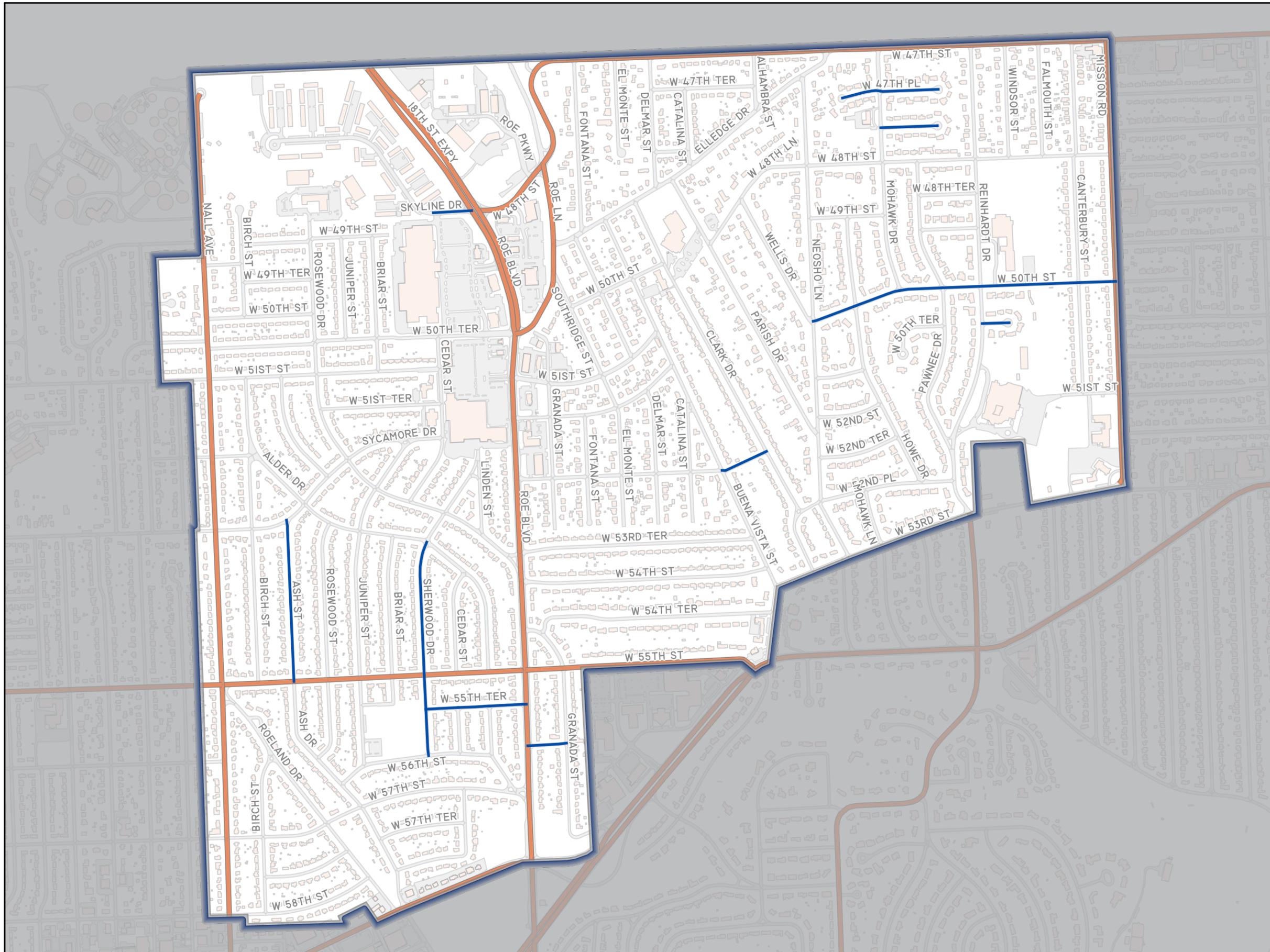
State in which incorporated MO

Name of business address of its:

President 2808 E 85th Street, Suite B
Kansas City, MO 64132

Secretary 2808 E 85th Street, Suite B
Kansas City, MO 64132

Date 09/15/2022



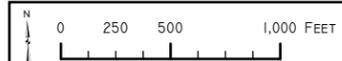
LEGEND

-  CITY LIMITS
-  BUILDING

2023 UBAS PROJECT

-  UBAS STREET

Quantify Base Repairs and Curb Repairs on the selected streets.



ROELAND PARK 2023 UBAS PROJECT



DATE: 8/1/2022, BY: GREGG, PAIK, L:\ENGINEERING\032001 ROELAND PARK KS 2022 ON-CALL SERVICES\GIS\PROJECTS\ROELAND PARK BASEMAPS.APR

LINES ARE FOR GRAPHICAL REPRESENTATION ONLY. LAMP RYNEASON ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF PORTRAYED DATA.

Item Number: New Business- VIII.-C.
 Committee 9/19/2022
 Meeting Date:



City of Roeland Park
 Action Item Summary

Date: 9/15/2022
 Submitted By: Keith Moody
 Committee/Department: Public Works
 Title: **Approve Change Order to Complete Storm Sewer Repair at 52nd Ter and Clark (5 min)**
 Item Type: Other

Recommendation:

Staff recommends approving a change order with Phillips Construction to complete replacement of a failed segment of corrugated metal storm pipe crossing under 52nd Ter.

Details:

This summer a paved area of 52nd Ter exhibited settling. Upon inspection the existing corrugated metal storm pipe crossing under the road at this location was found to have a corroded bottom. The City engineer secured pricing to replace the pipe under the street from the two contractors currently doing storm sewer repair work for the City (Kansas Heavy Quote= \$48,650; Phillips Paving Quote= \$31,477). Phillips Paving provided the lowest quote and is able to proceed with the work upon approval by Council (they are now complete with the storm work along Elledge). The contract for Elledge contains a force account (\$50,000 contingency) that has not been needed on that project. The unused funds in that force account will cover the cost of this spot repair. Recall the Elledge project costs are under our budget estimate plus the City received more CDBG funding for that project than initially anticipated.

Financial Impact

Amount of Request: \$31,477	
Budgeted Item?	Budgeted Amount: Elledge Force Account has \$50,000
Line Item Code/Description: Special Street and Highway Fund- Elledge Project	

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

	Description	Type
▣	Change Order with Phillips Paving to Complete 52nd Ter Storm Pipe Replacement	Cover Memo
▣	Kansas Heavy Quote for 52nd Ter Storm Repair	Cover Memo

Date of Issuance: 9/7/2022
 Owner: City of Roeland Park
 Contractor: Phillips Paving Company Inc
 Engineer: Lamp Rynearson
 Project: Elledge Drive Improvements

Effective Date: 9/7/2022
 Owner's Contract No.:
 Contractor's Project No.:
 Engineer's Project No.: 0321001.07
 Contract Name: Elledge Drive
 Improvements

The Contract is modified as follows upon execution of this Change Order:

Description: Adding the storm replacement work at 52nd Terrace as detailed in the attached quote.

Attachments: Quote from Phillips Paving Company Inc dated 9/7/2022.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>1,230,384.72</u>	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ <p style="text-align: right;">days or dates</p>
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ _____	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ <p style="text-align: right;">days</p>
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ <p style="text-align: right;">days or dates</p>
[Increase] [Decrease] of this Change Order: \$ <u>31,476.80</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ <p style="text-align: right;">days or dates</p>
Contract Price incorporating this Change Order: \$ <u>1,261,861.52</u>	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ <p style="text-align: right;">days or dates</p>

<p>RECOMMENDED: By: <u>Greg VanPatten</u> Engineer (if required) Title: <u>Project Manager, P.E.</u> Date: <u>9/13/2022</u></p>	<p>ACCEPTED: By: _____ Owner (Authorized Signature) Title: _____ Date: _____</p>	<p>ACCEPTED: By: _____ Contractor (Authorized Signature) Title: <u>Project Manager</u> Date: <u>09/14/2022</u></p>
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Phillips Paving Company Incorporated
 2808 E. 85th St.
 Kansas City, MO 64132
 8169218080 Fax 816-923-4040
 www.phillipspaving.com

Proposal

Date of Bid	Proposal #
9/7/2022	15391

Customer	Job Location	Job Phone	Job Category	Estimator
Lamp Rynearson Greg Van Patten 9001 State Line Road Kansas City, MO 64114	52nd Terr & Clark Drive Roeland Park, KS 66205	636-484-2595	Commercial	Adam
Description				Subtotals
PHILLIPS PAVING CO., INC. SHALL FURNISH ALL LABOR, MATERIALS, EQUIPMENT, TOOLS, AND INSURANCE NECESSARY TO COMPLETE THE FOLLOWING WORK: - Remove and replace 32 LF (38"x26") storm 'squash' pipe under street and 16 LF (42" dia) outflow pipe with flared end section. Connect to existing box on north side of road. All demolition, removal of spoils, flow fill and connections are included. - Remove and replace curb inlet on south side of road and connect storm pipe. - Provide and install (2) new sewer lids encased with concrete. - Provide and install approximately 200 SF, 6" concrete street patch using KCMMB4K concrete and no reinforcement. Concrete to be left 2" below surface in prep for asphalt overlay. - Remove and replace 54 LF curb (27 LF on both sides with inlet throats) using KCMMB4K concrete and reinforcement. - Provide and install 2" asphalt patch using Type 5 modified hot mix asphalt. - Clean up, backfill and de-mobilize. - Sod disturbed area. 90 SQYD TRAFFIC CONTROL FOR THIS PROJECT IS INCLUDED IN PRICE. ** The above Scope Of Work provided includes, but is not limited to the following items: Labor, Material, Equipment, Forming, Reinforcement, Concrete, Standard Finish, Standard Sealer, Clean Up, Hauling and Disposal Of Spoils. All work is calculated to be done during single mobilization. Additional mobilization cost not included in scope. ** Exclusions to the above Scope of Work are as follows: *Permits/Fees, Bonds, Inspections, Testing, Engineering, Locating, Private Utilities, Sprinklers, Irrigation, Design, Drawings, Traffic Control, Survey. *Vegetation, Seeding, Sodding, Gravel, Pavers, Timbers, Anchor Bolts, Anchor Bolt Layout, Dowels, Connection Plates, Vapor Barrier, Foam, Insulation, Waterproofing, Erosion Control. * Rock Breaking, Integrity Of Existing Concrete, Unsuitable Soils, Additional Work Outside Of Defined Scope. Out-of-state sale, exempt from sales tax				7,830.00 6,650.00 3,780.00 2,164.00 3,412.80 3,800.00 2,130.00 1,710.00 0.00
			Total	\$31,476.80

All labor and materials carry a one (1) year warranty. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Phillips Paving is not liable for sub-base failure. Our workers are fully covered by Workman's Compensation Insurance. This proposal may be withdrawn if not accepted within 15 days. Payment terms: Residential due upon completion, Commercial Net 30, 1.5% APR. Taxes are included.

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Date of Acceptance _____

Customer Signature _____

Company Signature Adam Wendte



Kansas Heavy Construction, LLC

19425 State Avenue
Tonganoxie, Kansas 66086
(913) 845 – 2121
Fax: 845 – 2813

September 9th, 2022
Greg VanPatten
Lamp Rynearson
RE: Roeland Park, 52nd Terrace Pipe Repair

Mr. VanPatten:

After review of the scope letter received on September 7th, 2022, and review of the site, we have put together pricing to complete the storm sewer repair located on 52nd Terrace between Clark Drive and Buena Vista Street, in Roeland Park.

Our price includes all labor, equipment, and material to complete the installation of the storm sewer as detailed in the scope letter. This price excludes permits, bonds, testing, taxes or any work not specifically noted in the scope letter.

Our price to complete this work totals \$48,650.00.

If this price is accepted, please notify us as soon as possible so the materials may be secured. We will give an anticipated NTP on this work following acceptance of this quote.

We appreciate your consideration and look forward to hearing from you.

Matthew A. Gripka

Matt Gripka
Kansas Heavy Construction.

Customer	Job Location	Job Phone	Job Category	Estimator
Lamp Rynearson Greg Van Patten 9001 State Line Road Kansas City, MO 64114	52nd Terr & Clark Drive Roeland Park, KS 66205	636-484-2595	Commercial	
Description				Subtotals
<p>SHALL FURNISH ALL LABOR, MATERIALS, EQUIPMENT, TOOLS, AND INSURANCE NECESSARY TO COMPLETE THE FOLLOWING WORK:</p> <p>24"x38" RCPE</p> <ul style="list-style-type: none"> - Remove and replace 32 LF storm pipe under street and 16 LF outflow pipe with flared end section. Connect to existing box on north side of road. All demolition, removal of spoils, flow fill and connections are included. - Remove and replace curb inlet on south side of road and connect storm pipe. - Provide and install (2) new sewer lids encased with concrete. - Provide and install approximately 200 SF, 6" concrete street patch using KCMMB4K concrete and no reinforcement. Concrete to be left 2" below surface in prep for asphalt overlay. - Remove and replace 54 LF curb (27 LF on both sides with inlet throats) using KCMMB4K concrete and reinforcement. - Provide and install 2" asphalt patch using Type 5 modified hot mix asphalt. - Clean up, backfill and de-mobilize. <p>** The above Scope Of Work provided includes, but is not limited to the following items: Labor, Material, Equipment, Forming, Reinforcement, Concrete, Standard Finish, Standard Sealer, Clean Up, Hauling and Disposal Of Spoils. All work is calculated to be done during single mobilization. Additional mobilization cost not included in scope.</p> <p>** Exclusions to the above Scope of Work are as follows:</p> <ul style="list-style-type: none"> *Permits/Fees, Bonds, Inspections, Testing, Engineering, Locating, Private Utilities, Sprinklers, Irrigation, Design, Drawings, Traffic Control, Survey. *Vegetation, Seeding, Sodding, Gravel, Pavers, Timbers, Anchor Bolts, Anchor Bolt Layout, Dowels, Connection Plates, Vapor Barrier, Foam, Insulation, Waterproofing, Erosion Control. * Rock Breaking, Integrity Of Existing Concrete, Unsuitable Soils, Additional Work Outside Of Defined Scope. <p>Out-of-state sale, exempt from sales tax</p>				<p>Quoted Scope of work</p> <p>All other items not specified, listed are excluded.</p> <p>0.00</p>
			Total	

All labor and materials carry a one (1) year warranty. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Date of Acceptance _____

Customer Signature _____

Company Signature _____

Item Number: New Business- VIII.-D.
Committee 9/19/2022
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 9/8/2022
Submitted By: Anthony Marshall
Committee/Department: Parks & Rec
Title: **Approve Pool Painting Service Agreement (5 min)**
Item Type: Agreement

Recommendation:

Staff recommend entering into a service agreement with Blast It Clean to complete repainting of the pool.

Details:

The CIP reflects repainting the interior of the pool in 2022. Bids were solicited. Attached is a summary of the bids received. The lowest bidder was Blast It Clean. Staff has contacted references for this contractor and they were positive. The contractor has significant experience in painting commercial pools and are able to move forward with completing the painting this fall, which is preferred by staff over doing this work in the spring because it avoids potential delays related to cool/wet weather in the spring and other efforts undertaken in the spring to prepare the pool for opening.

Financial Impact

Amount of Request: \$110,000	
Budgeted Item?	Budgeted Amount: \$150,000
Line Item Code/Description: Pool Facility Maintenance	

Additional Information

How does item relate to Strategic Plan?

Keeping the cities amenities in good condition supports our strategic plan.

How does item benefit Community for all Ages?

N/A

ATTACHMENTS:

Description	Type
☐ Pool Painting and Sand Blasting Bids	Cover Memo

ROELAND PARK AQUATIC CENTER

BLAST IT CLEAN: \$109,650.00

GENISIS \$172,982.00

MINT PAINTING \$140,000.00

MONGAN PAINTING & SAND BLASTING \$125,520.00

INSCO INDUSTRIES \$121,765.00

Item Number: New Business- VIII.-E.
 Committee 9/19/2022
 Meeting Date:



City of Roeland Park
 Action Item Summary

Date: 9/15/2022
 Submitted By: Keith Moody
 Committee/Department: Admin.
 Title: **Approve Funding Agreement with EPC for Reimbursement of Legal and Financial Advisory Services Associated with Development Incentives (5 min)**
 Item Type: Agreement

Recommendation:

Staff recommends entering into an agreement with EPC for funding the legal and financial advisory services employed by the City related to incentives requested in support of EPC's development project.

Details:

The attached Funding Agreement between the City and EPC specifies that EPC will pay the cost of legal and financial services incurred by the City due to incentives requests of the developer. The agreement spells out that a deposit shall be made by EPC with the City, that costs will be paid from this deposit and the deposit shall be replenished as needed. The agreement is common practice for cities when considering the use of incentives in support of a development. It holds the developer creating the need accountable for the additional costs the City incurs. It also ensures the developer is committed and discourages repeating steps due to changes.

Financial Impact

Amount of Request: Agreement provides resources to cover legal and financial advisor costs incurred by the City.	
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
📎 Funding Agreement Between EPC and Roeland Park to Cover Legal and Financial Advisor Fees	Cover Memo

FUNDING AGREEMENT
(EPC Real Estate Group, LLC Project)

This Funding Agreement (“Agreement”) is entered into this ___ day of _____, 2022, between the **CITY OF ROELAND PARK, KANSAS** (“City”) and **EPC REAL ESTATE GROUP, LLC** (the “Developer”).

RECITALS

WHEREAS, the City is a city of the second class organized and existing under the laws of the State of Kansas, with its principal office located at 4600 W. 51st Street, Roeland Park, Kansas 66205; and

WHEREAS, the Developer is a limited liability company engaged in the business of development with its principal offices located at 8001 Metcalf Ave Suite 300, Overland Park, Kansas 66204; and

WHEREAS, the City has been requested by the Developer to consider approval of (i) a community improvement district (the “CID”), in accordance with the Community Improvement District Act, K.S.A. 12-6a26 *et seq.* (the “CID Act”), and (ii) a tax increment financing district (the “TIF”) in accordance with the Tax Increment Financing Act, K.S.A. 12-1770 *et seq.* (the “TIF Act”) (collectively, the “Request”); and

WHEREAS, the City does not have a source of funds to finance reasonable costs incurred for additional third-party legal, financial and planning consultants necessary and independent of the City’s own staff or for direct out-of-pocket expenses resulting from services rendered to the Developer to review, evaluate, process and consider the Request (collectively, the “Charges”);

WHEREAS, the parties desire to enter into this Agreement to provide for the funding of the reasonable Charges incurred by the City to evaluate the Request and to provide an inducement to Developer to assume the costs of the Request.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Services to be Performed by the City. The City shall:
 - A. Prepare or consult with the Developer on the preparation of and consider the Request in accordance with the provisions of State law, give all notices in a timely manner, make all legal publications and hold hearings as required by State law;
 - B. Provide necessary staff, legal, financial, and planning assistance to prepare and present the Request to the City Council and to prepare and present required resolutions and ordinances to the City Council, including the use of outside counsel and consultants;
 - C. If the City Council approves the Request, provide the necessary staff, legal, financial and planning assistance to prepare and negotiate a definitive agreement(s) between the Developer and the City for implementation of the Request; and

- D. If a definitive agreement(s) is entered into, provide the necessary staff, legal, financial and planning assistance to administer agreement(s) necessary for implementation of the Request.

2. Initial Deposit. In order to insure the prompt and timely payment of the Charges, the Developer shall establish a fund in the amount of Thirty Thousand Dollars (\$30,000.00) (the "Deposit") by paying such amount to the City contemporaneously with the execution of this Agreement, receipt of which is hereby acknowledged. The City shall pay in accordance with this agreement initial Charges from the Deposit and shall promptly submit an itemized statement therefore to the Developer to re-establish the Deposit so that there is always a Ten Thousand Dollar (\$10,000.00) cash balance available against which additional charges and payments may be applied on a current basis. The City shall submit monthly statements itemizing the Charges paid from the Deposit during the preceding month. Exhibit A attached to this agreement is the Legal Services Agreement between the City and Gilmore and Bell for the legal services contemplated for the TIF and CID incentives request of the Developer. Exhibit B attached to this agreement is the Financial Advisory Services Agreement between the City and Columbia Capital for the financial analysis and advisory services contemplated for the TIF and CID incentives request of the Developer.

3. Additional Funding.

- A. The City shall submit to Developer an itemized statement for actual and reasonable out-of-pocket expenses necessary to perform its obligations hereunder. Such statements shall be submitted on a monthly basis. The Developer shall pay the City the amounts set forth on such statements (the "Additional Funds") within thirty (30) days of receipt thereof. If such funds are not so received, the unpaid balance shall be subject to a penalty of one and one-half percent (1.5%) per month until paid, but in no event shall such penalty exceed eighteen percent (18%) per annum, and the City shall be relieved of any and all obligations hereunder until paid or may terminate this Agreement pursuant to Section 5.A. Developer shall supply the Additional Funds in a timely manner so that City activities may continue without interruption.
- B. The City and the Developer agree that the Developer shall reimburse the City for actual and reasonable out-of-pocket expenses necessary to perform the City's obligations hereunder using Columbia Capital Management, as financial advisor to the City, the City Attorney and Gilmore & Bell, P.C. as special legal counsel representing the City, and such other special consultants and advisors as the City deem necessary to perform its obligations under this Agreement; provided that the City agrees to work in good faith with the Developer and will notify Developer before engaging any other consultant or advisor.

4. Disbursement of Funds. The City shall disburse the Deposit and Additional Funds for reimbursement of costs to the City on or before the thirtieth (30th) day of each month, and for consulting fees and the payment of all reasonable out-of-pocket expenses incurred by the City in connection with the performance of their obligations under this Agreement as payment for such expenses becomes due. Upon reasonable notice, the City shall make its records available for inspection by Developer with respect to such disbursements.

5. Termination.

- A. In the event the Developer fails to perform any of its obligations herein, the City may terminate this Agreement, and any other agreement between the parties, at its sole discretion if the Developer fails to cure the default within thirty (30) days after written notice to the Developer of the default. Termination by the City shall also terminate any duties and obligations of the City with respect to this Agreement, including, but not limited

to, the City's processing of Developer's Request. Upon such termination, the City shall retain the Deposit and Additional Funds, if any, necessary to reimburse the City for all reasonable expenses incurred under this Agreement to the date of termination and any monies due and owing to the City pursuant to any other agreement (the "Outstanding Charges"). Once the Outstanding Charges are paid, the remaining balance of the Deposit and Additional Funds shall be promptly returned to the Developer.

- B. The parties hereto acknowledge that the Developer may determine to abandon the Request, or that the Request may otherwise not continue by no fault of either party. Upon notice of abandonment by the Developer or the Request terminating otherwise at no fault of the parties, this Agreement shall terminate, and the City may terminate any other agreement between the parties and shall retain the Deposit and Additional Funds, if any, necessary to reimburse the City for all expenses incurred under this Agreement to the date of termination and any monies due and owing to the City pursuant to any other agreement. Any amounts remaining from the Deposit and the Additional Funds after all amounts have either been paid as directed by, or reimbursed to, the City shall be returned to the Developer immediately.
- C. In the event the Deposit and Additional Funds are insufficient to reimburse the City for the outstanding expenses of the City payable hereunder, the Developer shall reimburse the City as set forth in Section 3. Any amounts remaining from the Deposit and the Additional Funds after all amounts have either been paid as directed by, or reimbursed to, the City shall be returned to the Developer.

6. Reimbursement by the City. All amounts paid by the Developer to the City pursuant to this Agreement are expected to be eligible "redevelopment project costs" in accordance with the TIF Act or eligible "cost" of a "project" in accordance with the CID Act, which would be eligible to be reimbursed to the Developer on a pay-as-you-go basis from either tax increment revenues or CID sales tax revenues.

7. Notice. Any notice, approval, request or consent required by or asked to be given under this Agreement shall be deemed to be given if in writing and mailed by United States mail, postage prepaid, or delivered by hand or email, and addressed as follows:

To the City:

City of Roeland Park, Kansas
Attn: Keith Moody, City Administrator
4600 W. 51st Street
Roeland Park, Kansas 66205
kmoody@roelandpark.org

With a copy to:

Steven E. Mauer, City Attorney
Mauer Law Firm PC
1100 Main Street, Suite 2100
Kansas City, Missouri 64105
semauer@mauerlawfirm.com

With a copy to:

Kevin Wempe
Gilmore & Bell P.C.
2405 Grand Blvd., Suite 1100
Kansas City, Missouri 64108
kwempe@gilmorebell.com

To the Developer:

EPC Real Estate Group, LLC
Attn: Austin Bradley
8001 Metcalf Ave. Suite 300
Overland Park, KS 66204
abradley@epcrealestate.com

With a copy to:

Polsinelli PC
Robert Johnson
900 West 48th Place. Suite 900
Kansas City, MO 64112
rjohnson@polsinelli.com

Each party may specify that notice be addressed to any other person or address by giving to the other party ten (10) days prior written notice thereof.

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

[Balance of page intentionally left blank]

The parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

CITY OF ROELAND PARK, KANSAS

By: _____
Name: Keith Moody
Title: City Administrator

EPC REAL ESTATE GROUP, LLC

By: _____
Name: _____
Title: _____

Summary Report

September 7, 2022 2:51 PM

Document	Location
Funding Agreement- EPC Real Estate Group, LLC 1-18-22 (1).docx	C:\Users\BSBIG\Desktop\Funding Agreement- EPC Real Estate Group, LLC 1-18-22 (1).docx
EPC- Roeland -- Funding Agreement.docx	C:\Users\BSBIG\Desktop\EPC- Roeland -- Funding Agreement.docx

Number of Changes	Markup
27	Sample Text
14	
0	Move From
41	

Item Number: New Business- VIII.-F.
 Committee Meeting Date: 9/19/2022



City of Roeland Park
 Action Item Summary

Date: 9/15/2022
 Submitted By: Keith Moody
 Committee/Department: Admin.
 Title: **Approve Legal Services Agreement with Gilmore and Bell (5 min)**
 Item Type: Agreement

Recommendation:

Staff recommends approving an agreement for special legal services with Gilmore and Bell related to the EPC Project.

Details:

The attached service proposal from Gilmore and Bell (the City's special council on bonding and development) is similar to a "Task Order" the City would execute with the City Engineer when we have a defined project. Gilmore and Bell will provide direction, advice and approval documents (ordinances and resolutions) in association with the incentives contemplated as part of the EPC project. They will also provide advise in developing the business terms included in the Development Agreement.

The costs incurred by the City for these services will be paid for by EPC per the terms of the "Funding Agreement" also on the agenda for Council's consideration. The service agreement reflects work being billed at an hourly rate along with a not to exceed amount per incentive element. If the CID incentive is not used on this project then there will be no legal expenses incurred for that element.

Financial Impact

Amount of Request: N/A	
Budgeted Item?	Budgeted Amount: Covered by EPC through Funding Agreement
Line Item Code/Description:	

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
📎 Legal Services Agreement with Gilmore & Bell for EPC Project	Cover Memo

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made as of September 19, 2022 (the “Agreement”), by and between the City of Roeland Park, Kansas, hereinafter called the CITY, and GILMORE & BELL, P.C., hereinafter called the CONSULTANT.

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

WHEREAS, the CONSULTANT, (a Professional Corporation with offices at 2405 Grand Blvd., Suite 1100, Kansas City, Missouri 64108) is registered and in good standing in accordance with the laws of the State of Missouri and is qualified to provide the legal services desired by the CITY; and

WHEREAS, the CITY has been approached regarding a potential mixed-use development project generally located at 4800 Roe Parkway (collectively, the “Project”), and the Project is expected to involve the establishment of (i) a tax increment financing district (“TIF District 4”) pursuant to K.S.A. 12-1770 *et seq.*, as amended (the “TIF Act”), and the adoption of one redevelopment plan within such district; and (ii) a community improvement district pursuant to K.S.A. 12-6a26 *et seq.* (the “CID Act”).

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

The CONSULTANT will serve as the CITY’S professional legal counsel in those phases of the Project to which this Agreement applies and will give consultation and advice to the CITY during the performance of its services.

AND the CITY is authorized and empowered to contract with the CONSULTANT for the purpose of providing services as the City’s legal counsel in connection with the Project;

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

PART A — SERVICES TO BE PROVIDED BY THE CONSULTANT

As special TIF counsel, the CONSULTANT shall proceed with the following services to advise the City’s staff with respect to removal of a portion of existing TIF District 3 necessary to accommodate the Project, creation of proposed TIF District 4, and approval of one (1) redevelopment plan within TIF District 4 (the “TIF Services”):

- a. Draft or review the necessary resolutions and other documents calling the required public hearings and advising CITY staff regarding the legal process for providing notices required under the TIF Act (excepting preparation of maps and legal descriptions necessary therefor, which shall be provided by the City).
- b. Draft or review the required ordinances to create the redevelopment district and

approve one (1) redevelopment plan (excepting preparation of maps and legal descriptions necessary therefor, which shall be provided by the City).

c. Draft or review one redevelopment plan for the first TIF project plan within TIF District 4 to be considered by the CITY.

d. Review a substantially final draft of the development agreement relating to the Project, said development agreement to be prepared by the City Attorney, and any comments thereto provided by the developer of the Project.

e. As reasonably necessary, meet with CITY staff and consultants and/or representatives of the developer of the Project in order to provide the TIF Services described above.

As special CID counsel, the CONSULTANT shall proceed with the following services to advise the City's staff with respect to establishment of one CID located at the Project site (the "CID Services"):

a. Draft the necessary petition, resolution(s), and other documents calling the required public hearing(s) and advising CITY staff regarding the legal process for providing notices required under the CID Act (excepting preparation of maps and legal descriptions necessary therefor, which shall be provided by the City).

b. Draft the required ordinance to create the community improvement district (excepting preparation of maps and legal descriptions necessary therefor, which shall be provided by the City).

c. As reasonably necessary, meet with CITY staff and consultants and/or representatives of the developer of the Project in order to provide the CID Services described above.

In the event services outside of or in addition to the scope of this Agreement, or unusual or unforeseen circumstances are encountered, the CONSULTANT and CITY may, upon written authorization by the City Administrator, agree to CONSULTANT'S performance of such additional services upon terms mutually agreeable to both parties.

CONSULTANT'S duties in this engagement are limited to those expressly set forth above. Among other things, CONSULTANT'S duties do not include:

a. Preparing requests for tax rulings from the Internal Revenue Service or no-action letters from the Securities and Exchange Commission or representing the CITY in Internal Revenue Service examinations or inquiries.

b. Drafting state constitutional or legislative amendments or pursuing test cases or other litigation.

- c. Making an investigation or expressing any view as to the creditworthiness of the CITY or the developer or the financial advisability of the Project.
- d. Preparing or negotiating the terms of any guaranteed investment contract or other investment agreement.
- e. Reviewing the CITY's past continuing disclosure compliance or representing the CITY in Securities and Exchange Commission investigations.
- f. Attending CITY Council Meetings, Committee of the Whole meetings, or other meetings of CITY officials.
- g. Advising on any matters relating to real estate matters or transactions with which the City is involved, including providing or reviewing legal descriptions, maps, surveys and the like necessary for preparing proceedings relating to the TIF Services and the CID Services.
- h. Advising on any other TIF matters within the City (other than the establishment of TIF District 4 and the removal of a portion of TIF District 3).
- i. Addressing any other matter not specifically set forth above.

PART B — INSPECTIONS AND CONFERENCES:

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

PART C — COMPENSATION:

The CITY agrees to pay the CONSULTANT as compensation for all the services stipulated in PARTS A and B herein on an hourly basis at \$330 per hour of attorney time and \$110 per hour of legal assistant time. In addition, CONSULTANT will be reimbursed for all out-of-pocket expenses incurred on CITY'S behalf.

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

All invoices for services shall be accompanied by a documented breakdown of expenses incurred.

Payment will be made within 30 days of the date such invoice is submitted by the CONSULTANT, subject to the CITY'S review thereof.

PART D – OBLIGATIONS OF CITY:

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

- 1. Make available to CONSULTANT on request with reasonable notice, at CITY'S offices, all existing records other data possessed by the CITY when such are necessary, advisable or helpful to the CONSULTANT in the prosecution of its work under this Agreement.

2. Designate in writing a person to act as the CITY'S representative with respect to the services to be performed or furnished by the CONSULTANT under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the CITY'S policies and decisions with respect to the CONSULTANT'S services for the Project. In the absence of any such designation, or until such designation is made by CITY, its City Administrator shall serve as the designated representative.

PART E — TERMINATION OF THE AGREEMENT:

This Agreement may be terminated by the CITY with 15 days written notice. Any such termination by the CONSULTANT shall require a 45-day notice to the City. In the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided however, that in any such case, the CONSULTANT, to the extent not in default, shall be paid for all services actually rendered and all costs reasonably incurred up to the time of termination on the basis of the payment provisions of this Agreement. In all events, the CITY shall have the right to terminate the services of the CONSULTANT, irrespective of whether the CONSULTANT is in default, upon such date as shall be specified in a notice to be delivered in writing to the CONSULTANT.

No such termination shall be deemed to release the CONSULTANT or any insurer from obligations under part G, Section 1 of this Agreement for liability arising from or out of anything occurring or arising on or prior to such termination.

PART F — COMMISSIONS AND FEES:

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

PART G — GENERAL CONSIDERATIONS:

1. **Insurance.** The CONSULTANT, its agent, representatives, and employees shall secure and maintain professional liability insurance for protection from claims arising out of the performance of this Agreement. Such insurance shall provide protection from claims arising out of this Agreement caused

by any error, omission, or act of the CONSULTANT or its employees, agents or representatives in at least the amounts hereunder set forth as desirable.

The professional liability insurance provided shall be in at least the amount of Five Million Dollars (\$5,000,000.00) per claim and annual aggregate (including contractual liability coverage, with all coverage retroactive to the earlier of the date of this Agreement and the commencement of CONSULTANT'S services in relation to the Project), which coverage shall be maintained for a period of three (3) years after the date of final payment under this Agreement, if reasonably available and in the reasonable opinion of the CONSULTANT affordable.

2. **Successor and Assigns.** The CITY and the CONSULTANT each binds itself and its principals, successors, executors, administrators and assigns to the other party of this Agreement and to the principals, successors, executors, administrators and assigns of such other party in respect to all covenants of the Agreement; provided that, neither the CITY nor the CONSULTANT will assign, sublet or transfer its interest in this Agreement without the written consent of the other. CONSULTANT shall not assign the right to any payments to be received hereunder, without the prior written consent of the CITY. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONSULTANT.

3. **Ownership of Documents.** The CITY acknowledges the CONSULTANT'S work product as instruments of professional service. Nevertheless, the work product prepared under this Agreement is property of the CITY and any documents related thereto shall be submitted to the CITY upon request.

4. **No Collusion/Financial Interest.** The only parties interested in this Agreement are named herein and this Agreement is made without collusion with any person, firm or corporation. No member of the City Council, officer or agent of the CITY, is directly or indirectly financially interested in the Agreement.

PART H – NON DISCRIMINATION

1. CONSULTANT shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under this Agreement because of race, religion, color, sex, disability, national origin, or ancestry. In all solicitations or advertisements for employees, CONSULTANT shall include the phrase "Equal Opportunity Employer" or a similar phrase approved by the Kansas Human Rights Commission.

2. If CONSULTANT fails to comply with the manner in which CONSULTANT reports to the Kansas Human Rights Commission in accordance with the Provisions of K.S.A. 44-1031 and amendments thereto, CONSULTANT shall be deemed to have breached this Agreement and the Agreement may be cancelled, terminated, or suspended, in whole or in part by CITY.

3. If CONSULTANT is found guilty of violation of the Kansas Act Against Discrimination under decision or order of the Kansas Human Rights Commission which has become final, CONSULTANT shall be deemed to have breached the Agreement and this Agreement may be canceled, terminated or suspended in whole or in part by CITY.

4. Notwithstanding anything expressed or implied elsewhere in this AGREEMENT, if CITY exercises any of its rights under the provisions of the preceding three paragraphs, CONSULTANT shall have no right to recompense or additional payments by reason of such action by CITY.

PART I – MISCELLANEOUS

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

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

3. **Controlling Law.** This Agreement is to be governed by the law of the State of Kansas.

4. **Project Manager.** The project manager for CONSULTANT will be the undersigned.

5. **Independent Contractor.** The intent of the CITY and CONSULTANT is that CONSULTANT shall perform its services under this agreement in all respects as an independent contractor. CONSUTLANT shall employ and direct all persons performing any work hereunder, and such persons shall be and remain the sole employees of and subject to the control and direction of CONSULTANT, and shall not be the employees or subject to the direction of CITY, it being the intention of the parties hereto that CONSULTANT shall be and remain an independent contractor, and nothing herein contained shall be construed as inconsistent with that status.

6. **Modification.** The scope of work to be done under this Agreement shall be subject to modification and supplementation upon the written agreement of the duly authorized representatives of the contracting parties. The CONSULTANT shall have no obligation to perform services in connection with a change in the scope of work unless the cost thereof shall be agreed to under this paragraph.

7. **Term.** With respect to the TIF Services, the term of this agreement shall expire on the earlier of (i) January 31, 2023 or (ii) successful adoption by the City of a TIF redevelopment project plan and redevelopment agreement for TIF District 4. With respect to the CID Services, the term of this

agreement shall expire on the earlier of (i) January 31, 2023 or (ii) successful establishment of the proposed community improvement district.

8. **Bonds.** The Project is expected to be financed on a pay-as-you-go basis. In the event bonds are issued for the Project, including but not limited to TIF bonds, CID bonds, or industrial revenue bonds, a separate engagement letter will be entered into with respect to professional services for such bonds.

9. **Attorney-Client Relationship.** Upon acceptance of this engagement letter, the CITY will be a client of the CONSULTANT, and an attorney-client relationship will exist between the parties. As CITY is aware, CONSULTANT represents many political subdivisions. It is possible that during the time that CONSULTANT is representing the CITY in this engagement, one or more of CONSULTANT's present or future clients will have transactions with the CITY. It is also possible that CONSULTANT may be asked to represent, in an unrelated matter, one or more of such entities. CONSULTANT does not believe such representation, if it occurs, will adversely affect CONSULTANT's ability to represent the CITY as provided in this letter, either because such matters will be sufficiently different from CONSULTANT's representation contemplated herein so as not to make such representations adverse to CONSULTANT's representation of the CITY, or because the potential of such adversity is remote or minor and is outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of CONSULTANT's representation of the CITY contemplated herein. Acceptance of this letter will signify the CITY's consent to CONSULTANT's representation of others consistent with the circumstances described in this paragraph.

[Balance of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

GILMORE & BELL, P.C.

CITY OF ROELAND PARK, KANSAS

By _____

By _____

Kevin J. Wempe

Title: Mayor

Title: Shareholder

Address:

Address:

4600 W. 51st Street

2405 Grand Blvd., Suite 1100

Roeland Park, Kansas 66205

Kansas City, Missouri 64108

Attn: Keith Moody, City Administrator

Email: kwempe@gilmorebell.com

Email: kmoody@roelandpark.org

ATTEST:

Kelley Nielsen, City Clerk

Email: knielsen@roelandpark.org

Approved as to form:

Steven E. Mauer, City Attorney

Email: semauer@mauerlawfirm.com

Item Number: New Business- VIII.-G.
 Committee Meeting Date: 9/19/2022



City of Roeland Park
 Action Item Summary

Date: 9/8/2022
 Submitted By: Keith Moody
 Committee/Department: Admin.
 Title: **Approve Financial Services Agreement with Columbia Capital (5 min)**
 Item Type: Agreement

Recommendation:

Staff recommends entering into an agreement for financial advisory services with Columbia Capital related to the EPC Development project.

Details:

The attached service proposal from Columbia Capital (the City's Financial Advisor) is similar to a "Task Order" we would execute with the City Engineer when we have a defined project. Columbia Capital will review proforma financial data required of EPC. They will ensure assumptions are reasonable and acceptable for the project and the market. They will provide advise in developing the business terms included in the the Development Agreement. They will also complete a feasibility analysis as required under TIF statute and perform financial modeling which will assist the city in determining an appropriate incentive mix for the project.

The costs incurred by the City for these services will be paid for by EPC per the terms of the "Funding Agreement" on this agenda for Council's consideration.

Financial Impact

Amount of Request: N/A	
Budgeted Item?	Budgeted Amount: Covered by EPC through Funding Agreement
Line Item Code/Description:	

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
📎 Financial Advisory Services with Columbia Capital related to EPC Project	Cover Memo

September 8, 2022

Mr. Keith Moody
City Administrator
City of Roeland Park

Via Electronic Mail

Dear Keith:

Thank you for the opportunity to serve the City of Roeland Park (the **City**) as its economic development consultant with respect to the proposed tax increment financing district and community improvement district incentive for the Rocks redevelopment project (the **Project**). The purpose of this letter is to memorialize the City's engagement of Columbia Capital Management, LLC (**Columbia Capital**) as its economic development consultant.

Project

We understand that the City is considering the grant of certain tax increment financing (**TIF**) incentives, community improvement district (**CID**) incentives and potentially other incentives to the developer (EPC Real Estate Group or a related a single purpose entity) for acquisition, blight remediation and redevelopment of the "Rocks" property in Roeland Park.

Scope of Services

Columbia Capital agrees to serve the City by providing economic development consulting services as detailed below:

- 1) The TIF statute requires a "feasibility" finding. Columbia Capital will prepare the financial modeling for the project, based upon inputs agreed between the City and developer, and make the necessary finding under the TIF statute.
- 2) We will use the modeling to help determine, to the extent desired by the City, a form of "but-for" test to assist in analyzing the developer's before and after expected rates of return on the project. This information can assist the City in identifying a reasonable incentive mix for the project.
- 3) We will participate in the negotiations on terms and conditions of the business deal, including level of TIF and CID subsidy, use of proceeds, etc.

4) We will participate in negotiation of the development agreement and will review the documents associated with the creation of the TIF district and project plan and CID.

Term of Engagement and Early Termination

The parties agree that Columbia Capital's engagement on this project will commence upon execution of this letter and expire upon our delivery of our TIF feasibility finding to you, unless extended by the parties.

Project Team

Columbia Capital agrees to commit the human and materiel resources necessary to deliver the required financial advisory services to the City. Jeff White will maintain day-to-day responsibility for executing the scope of services identified above and will be your primary contact for the engagement. Khalen Dwyer and Deric Marr will be available to the City as needed for Columbia Capital to fulfill its obligations to the City.

Fees for Services

For the scope of services items identified above, Columbia will invoice the City as follows:

- \$26,900 on a non-contingent, fixed-fee basis to be invoiced and paid concurrent with our delivery to you of our statutory feasibility analysis for the TIF project plan; plus
- Reasonable travel and out-of-pocket costs related to the execution of the scope of services described above (which we expect to be very minimal).

It is customary for the developer to pay for our costs and those of the City's counsel on these types of transactions. We are amenable to the developer paying us directly with the permission of the City.

This limited scope engagement does not include advice on any financing that might accompany the incentives request. We will propose separate engagements for those incentives should the developer request them.

Thank you for the opportunity to work on this exciting project!

Respectfully submitted,
COLUMBIA CAPITAL MANAGEMENT, LLC



Jeff White
Managing Member

ACKNOWLEDGED AND ACCEPTED

The City hereby engages Columbia Capital Management, LLC, as its economic development consultant pursuant to the terms set forth above of the date first set forth above.

Keith Moody
City Administrator

Item Number: Reports of City Officials:- XI.-A.
Committee 9/19/2022
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 9/15/2022
Submitted By: Daniel Vandebos
Committee/Department: Public Works
Title: **Capital Project Update from Public Works**
Item Type: Report

Recommendation:
See attached status report on capital projects.

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
Capital Projects Status Report	Cover Memo

Capital Project Updates 9/16/2022

Elledge DR:

The contractors are making major progress this week. By Monday they should be done with all the concrete repairs up to Catalina. Once they get to Catalina they will be able to open the section of Elledge between Catalina and Parish. This section will not be completely paved yet as they are waiting to be able to pave everything at once. We are hoping we are just over a week out from paving. Grading and sodding will be the final step in the project.

Buena Vista ST:

The contractors working on the south end of Buena Vista will begin milling on Monday and will have that section paved by Wednesday. They plan to utilize flaggers during this time to avoid any hard closures. The project will not be complete on Wednesday as they will still be working on the retaining wall and some drainage issues that have come up. Grading and sodding will be the final step in the project.

R-Park:

Starting next week, we will start to see the brand-new play structures at R-Park!!! It will take them roughly 2 weeks to install the new structure. After they are finished Kansas Heavy will come back in and complete the concrete work, some additional grading, before sod and seed is installed.

52nd Terr Storm Water:

The storm water project on 52nd Terr will be started next week. The total project time of this project is two weeks. 52nd Terr will have a hard closure for 3 days to replace the pipe. We are working on getting this put out on all our social media channels today. After the pipe is installed the curb and asphalt disturbed will be replaced followed by grading and sodding.

Johnson Drive:

Paving and concrete is complete as is striping. A couple of valve boxes, manholes and storm grates in the asphalt need to be adjusted but this project is virtually complete.