

AGENDA
CITY OF ROELAND PARK, KANSAS
CITY COUNCIL MEETING
ROELAND PARK
Roeland Park City Hall, 4600 W 51st Street
January 3, 2023 6:00 PM

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

Admin	Finance	Safety	Public Works
Raglow	Rebne	Poppa	Brauer
Dickens	Hill	Madigan	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 #1011

III. Business From the Floor

A. Applications / Presentations

IV. Mayor's Report

V. Workshop and Committee Reports

VI. Reports of City Liaisons

A. Arts Committee

VII. Unfinished Business

VIII. New Business

- A. Accept Mayor Kellys' Resignation (5 min)**
- B. Elect New Mayor from Existing Council (10 min)**
- C. Swear in the New Mayor (5 min)**
- D. Council President Election (10 min)**
- E. Approve Tree Services Agreement (5 min)**
- F. Approve 2023 Mowing Service Agreement (10 min)**
- G. Approve Task Order with Lamp Ryneerson for Site Design Services Related to Renovations at New Public Works Facility (5 min)**
- H. Approve Community Center Agreement with JCPRD - (5min)**
- I. Committee Reappointments (5 min)**

IX. Ordinances and Resolutions:

X. Workshop Items:

XI. Reports of City Officials:

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

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

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

from that meeting. Please turn all cellular telephones and other noise-making devices off or to "silent mode" before the meeting begins.

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

accommodated within the time available.

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

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

Item Number: Pledge of Allegiance- -A.
Committee 1/3/2023
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=VWNXbjNkejlVb0JBaStWMDF5WXpoZz09>

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 1/3/2023
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **Appropriations Ordinance #1011**
Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Appropriations Ordinance #1011	Cover Memo

Appropriation Ordinance - 1/3/2023 - #1011

4600 West Fifty-First Street

Roeland Park, Kansas 66205

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

Thursday, December 29, 2022

Appropriation Ordinance - 1/3/2023 - #1011

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 January 3, 2023.

Attest:

City Clerk

Mayor

Total Appropriation Ordinance

\$

397,928.84

Appropriation Ordinance - 1/3/2023 - #1011

Vendor	Dept	Acct #	Description	Invoice Description	Check /EFT Date	Amount	Chk #	Check Amount
Vendor	Dept	Account	Account Description	Reference	Date	Distribution Amount	Check #	Check Amount
ADP, Inc.	101	5214.101	Other Contracted Services	622065288	12/28/22	242.76	74426	242.76
Advance Auto Parts	102	5260.102	Vehicle Maintenance	5.12823E+12	12/20/22	38.84	74404	38.84
Advance Auto Parts	115	5302.115	Motor Fuels & Lubricants	5.12824E+12	12/28/22	35.85	74427	35.85
Airgas USA, LLC	106	5318.106	Tools	9993341813	12/20/22	22.42	74405	22.42
All City Management Services, Inc.	102	5214.102	Other Contracted Services	81886	12/28/22	244.10	74428	244.10
All Copy Products Inc.	102	5214.102	Other Contracted Services	AR3772830	12/20/22	86.51	74406	172.53
All Copy Products Inc.	105	5214.105	Other Contracted Services	AR3772830	12/20/22	86.02		
All Star Awards & Ad Specialties, Inc.	101	5301.101	Office Supplies	475584	12/20/22	15.50	74407	15.50
American Fidelity Assurance	101	2052.101	Supplemental Insurance Payable	D535639	12/28/22	666.98	74429	666.98
Balls Food Stores	101	5219.101	Meeting Expense	56568	12/20/22	50.41	74408	135.40
Balls Food Stores	101	5254.101	Miscellaneous Charges	56363	12/20/22	84.99		
Bolcom, Inc.	101	5305.101	Dues, Subscriptions, & Books	9476	12/20/22	200.00	74409	200.00
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	1075997	12/20/22	35.00	74410	349.95
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	1076008	12/20/22	45.00		
Breeden Holdings, LLC	104	5260.104	Vehicle Maintenance	1076125	12/20/22	269.95		
C & C Group	101	5210.101	Maintenance & Repair Building	53450	12/20/22	698.00	74411	698.00
C & G Rubber Stamp, Inc.	101	5301.101	Office Supplies	143100	12/28/22	26.00	74430	26.00
City of Mission Kansas	270	5461.270	CARS 2022 - Johnson Dr.	PWS202102	12/20/22	145,088.10	74412	145,088.10
City of Shawnee	104	5305.104	Dues, Subscriptions, & Books	2023 Membership	12/28/22	120.00	74431	120.00
Civic Plus	101	5305.101	Dues, Subscriptions, & Books	248764	12/28/22	550.00	74432	550.00
COCx2, LLC	999	9999	Undistributed	RP202203	12/28/22	525.00	74433	525.00
Eligius Bronze	101	5256.101	Committee Funds	1016516	12/28/22	500.00	74434	945.00
Eligius Bronze	300	5470.300	Park Maint/Infrastructure	1016516	12/28/22	445.00		
Envirologics Inc. dba Blast It Clear	550	5442.550	Building Improvement	5551D6540	12/28/22	109,650.00	74435	109,650.00
ETC Institute	101	5214.101	Other Contracted Services	30319	12/20/22	868.75	74413	868.75
Green For Life Environmental	115	5235.115	Disposal Fees	AS0001096853	12/28/22	1,316.50	74436	1,316.50
GT Distributors - Austin	102	5308.102	Clothing & Uniforms	INV0931677	12/20/22	3,387.00	74414	3,387.00
Wade Holtkamp	104	5206.104	Travel Expense & Training	11/7-10/22 Exp	12/28/22	130.26	74437	130.26
ICMA Membership Renewals	101	5305.101	Dues, Subscriptions, & Books	137578 2023	12/28/22	782.71	74438	782.71
Johnson County Wastewater	101	5288.101	Waste Water	12/1/22 Multi	12/20/22	230.18	74415	690.55
Johnson County Wastewater	101	5288.101	Waste Water	12/1/22 Multi	12/20/22	336.19		
Johnson County Wastewater	106	5288.106	Waste Water	12/1/22 Multi	12/20/22	124.18		
Michael Kelly	108	5206.108	Travel Expense & Training	12/18/22 Apple	12/20/22	497.72	74416	497.72
Michael Kelly	108	5206.108	Travel Expense & Training	12/18/22 Apple2	12/28/22	88.62	74439	88.62
Redacted	101	5282.101	Property Tax Rebate Program	2022 Assistance	12/28/22	595.53	74440	595.53
Kansas Gas Service	101	5289.101	Natural Gas	12/13/22 Multi	12/28/22	791.54	74441	1,991.03
Kansas Gas Service	106	5289.106	Natural Gas	12/13/22 Multi	12/28/22	1,199.49		
The University of Kansas	102	5206.102	Travel Expense & Training	62031A31	12/28/22	35.00	74442	35.00

Lamp, Rynearson & Assoc., Inc.	270	5209.270	Professional Services	3.22001E+13	12/20/22	10,811.88	74417	50,804.84
Lamp, Rynearson & Assoc., Inc.	510	5209.510	Professional Services	3.22001E+13	12/20/22	4,488.00		
Lamp, Rynearson & Assoc., Inc.	290	5425.290	Other Capital Outlay	3.20001E+13	12/20/22	386.50		
Lamp, Rynearson & Assoc., Inc.	510	5428.510	Roe Parkway Extension & Maintena	3.21001E+13	12/20/22	724.00		
Lamp, Rynearson & Assoc., Inc.	270	5430.270	Residential Street Reconstruction	3.22001E+13	12/20/22	18,290.58		
Lamp, Rynearson & Assoc., Inc.	370	5457.370	CARS 2020 - Roe	3.22001E+13	12/20/22	1,457.88		
Lamp, Rynearson & Assoc., Inc.	270	5463.270	2023 CARS - Elledge b/t Roe Ln & 4'	3.21001E+13	12/20/22	5,837.00		
Lamp, Rynearson & Assoc., Inc.	270	5466.270	2023 CARS - 48th from Roe Lane to	3.22001E+13	12/20/22	6,309.00		
Lamp, Rynearson & Assoc., Inc.	300	5472.300	R Park Development Plan	3.21001E+13	12/20/22	2,500.00		
League of Kansas Municipalities	101	5305.101	Dues, Subscriptions, & Books	23108	12/28/22	5,170.76	74443	5,170.76
The Legal Record	101	5204.101	Legal Printing	L10112	12/20/22	29.63	74418	29.63
Lexington Plumbing & Heating Co.	101	5210.101	Maintenance & Repair Building	135159	12/28/22	895.00	74444	1,570.00
Lexington Plumbing & Heating Co.	101	5210.101	Maintenance & Repair Building	135652	12/28/22	675.00		
Mauer Law Firm PC	101	4530.101	Reimbursed Expense	12/21/22	12/28/22	14,744.00	74445	17,879.00
Mauer Law Firm PC	101	5215.101	City Attorney	12/21/22	12/28/22	2,793.00		
Mauer Law Firm PC	101	5215.101	City Attorney	12/21/22	12/28/22	342.00		
Venessa Maxwell-Lopez	103	5209.103	Professional Services	12/9/22	12/20/22	150.00	74419	150.00
Midwest Public Risk	107	5126.107	Health/Dental/Vision Insurance	12/22/22	12/28/22	39,612.00	74446	39,612.00
Missouri Organic	115	5235.115	Disposal Fees	49952	12/20/22	324.45	74420	324.45
Missouri Organic	115	5235.115	Disposal Fees	50362	12/28/22	432.60	74447	1,081.50
Missouri Organic	115	5235.115	Disposal Fees	50403	12/28/22	108.15		
Missouri Organic	115	5235.115	Disposal Fees	50520	12/28/22	432.60		
Missouri Organic	115	5235.115	Disposal Fees	50573	12/28/22	108.15		
Moss Printing	101	5301.101	Office Supplies	16308	12/28/22	117.00	74448	117.00
Murphy Tractor & Equipment Co.	106	5211.106	Maintenace & Repair Equipment	1928467	12/20/22	3,466.15	74421	3,466.15
Northeast Johnson Cty. Chamber c	101	5305.101	Dues, Subscriptions, & Books	41993	12/28/22	2,000.00	74449	2,000.00
Kelley Nielsen	105	5206.105	Travel Expense & Training	11/9-12/19/22 Ex	12/20/22	27.50	74422	27.50
Adam Peer	103	5209.103	Professional Services	12/21/22	12/28/22	150.00	74450	300.00
Adam Peer	103	5209.103	Professional Services	12/27/22	12/28/22	150.00		
Michael Poppa	108	5206.108	Travel Expense & Training	12/21/22Calendly	12/28/22	96.00	74451	96.00
Principal Life Insurance Co.	107	5130.107	City Paid Life/ST Disability	10001 12/17/22	12/28/22	911.82	74452	911.82
Purchase Power	101	5205.101	Postage & Mailing Permits	7903 12/20/22	12/28/22	26.76	74453	26.76
Rejis Commission	102	5214.102	Other Contracted Services	498220	12/20/22	47.50	74423	47.50
Staples	101	5301.101	Office Supplies	8068452443	12/20/22	39.74	74424	55.13
Staples	101	5304.101	Janitorial Supplies	8068452443	12/20/22	15.39		
Staples	101	5301.101	Office Supplies	8068530226	12/28/22	81.41	74454	81.41
Brenda Stolle	101	5245.101	Home Energy Audit Incentive	11/18/22 Audit	12/28/22	299.00	74455	299.00
Terminix Processing Center	106	5214.106	Other Contracted Services	428007303	12/28/22	76.00	74456	76.00
James Thompson	101	5245.101	Home Energy Audit Incentive	12/20/22 Rebate	12/20/22	299.00	74425	299.00
United Way of Greater KC	101	2035.101	Other Withholding Payable	2022 Deductions	12/28/22	104.00	74457	104.00
Virtual Academy	102	5206.102	Travel Expense & Training	VA9348	12/28/22	1,035.00	74458	1,035.00
Water District No 1 of Johnson Co	101	5287.101	Water	12/22/22 Multi	12/28/22	59.01	74459	302.29
Water District No 1 of Johnson Co	106	5287.106	Water	12/22/22 Multi	12/28/22	173.38		
Water District No 1 of Johnson Co	220	5287.220	Water	12/22/22 Multi	12/28/22	69.90		

Miller Management Systems, LLC	101	5214.101	Other Contracted Services	Recurring EFT	12/20/22	1,952.00	EFT	1,952.00
						\$	397,928.84	

Item Number: Reports of City Liaisons- VI.-A.
Committee 1/3/2023
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 12/28/2022
Submitted By: Arts Committee
Committee/Department: Arts Committee
Title: **Arts Committee**
Item Type: Report

Recommendation:

Informational only. Mary Schulteis and Marek Gliniecki 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?

Item Number: New Business- VIII.-A.
Committee 1/3/2023
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 12/29/2022
Submitted By: Keith Moody
Committee/Department: Admin.
Title: **Accept Mayor Kellys' Resignation (5 min)**
Item Type: Other

Recommendation:

For the sake of record, we recommend the Council take action to accept the resignation of Mayor Mike Kelly.

Details:

Attached is the letter of resignation from Mayor Mike Kelly. In order to create a record of this resignation it is recommended that the Council take formal action to accept the resignation.

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description

Type



City of Roeland Park

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

December 5, 2022

Roeland Park Governing Body
4600 W. 51st Street
Roeland Park, KS 66205
c/o City Administrator Keith Moody

Re: Resignation as Mayor of Roeland Park

Dear fellow Governing Body Members:

As you know, I've been elected as Chairman-elect of the Johnson County Board of Commissioners. Per the Attorney General's Opinion and Kansas State Statute, serving in this role will preclude my continued service as Mayor of Roeland Park, KS. Therefore, please allow this letter to resign my service to the office of Mayor effective January 3, 2023.

It has been a great honor to serve as Mayor and to work alongside each of you as we continue to grow one of the finest cities in not only Johnson County, but the entire state of Kansas. I look forward to continuing our joint efforts towards a uniquely rooted city, albeit in the role of neighbor. Please do not hesitate to contact me should you require any assistance in future endeavors.

My sincere thanks,

/s/ Mike Kelly
Mayor Mike Kelly

Item Number: New Business- VIII.-B.
Committee 1/3/2023
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 12/29/2022
Submitted By: Keith Moody
Committee/Department: Admin.
Title: **Elect New Mayor from Existing Council (10 min)**
Item Type: Other

Recommendation:

Staff recommends Council follow the procedures to fill the vacated Mayor's seat according to the Charter Ordinance recently adopted.

Details:

Below is the section of Charter Ordinance 38 recently adopted spelling out the procedure for filling a Mayoral vacancy. The vacancy shall be filled by a member of the existing council. Confirmation requires a vote in support from a majority of the remaining elected officials present at the meeting or via coin flip if a tie occurs. A Council person may offer themselves for consideration or make a recommendation for another Council person. If more than one person is offered for consideration ballots will be cast to determine the winner.

Financial Impact

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

Additional Information

Link to Charter Ordinance 38:

https://library.municode.com/ks/roeland_park/codes/code_of_ordinances?nodeId=APXACHOR_CHORNO38

Language from Charter Ord 38 addressing the method to fill a Mayoral vacancy:

Existing Section 7 of Charter Ordinance No. 32 is hereby amended to read as follows:

7. In the event that a vacancy in the office of the Mayor should occur because of death, resignation, removal from office for cause, or change of residency to outside the limits of the City, then, the Council shall appoint, by a majority of those Councilmembers present, a new mayor from those Councilmembers serving at the time of the vacancy. In the case where there is a tie among two (2) Councilmembers, a coin flip shall determine the winner. A Mayoral vacancy shall be filled within thirty (30) days of the date the vacancy becomes effective. The vacancy in the Council created by the Council appointing a new Mayor will be filled in accordance with Section 6 of Charter Ordinance No. 38. The Mayoral appointment shall be effective until the next general election, as defined in K.S.A. § 25-2102. Any appointment made after 12:00 P.M. on June 1 of any given year will serve until the general election occurring in the following year.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
 Charter Ordinance 38 - Vacancies on GB	Cover Memo

CHARTER ORDINANCE NO. 38

A CHARTER ORDINANCE AMENDING THE PROCEDURE TO FILL A VACANT GOVERNING BODY SEAT.

WHEREAS, Article 12, Section 5 of the Constitution of the State of Kansas (the "Act"), provides that cities may exercise certain home rule powers, including passing charter ordinances which exempt such cities from non-uniform enactments of the Kansas Legislature; and

WHEREAS, the City of Roeland Park, Kansas (the "City") is a city, as defined in the Act, duly created and organized, under the laws of the State of Kansas; and

WHEREAS, K.S.A. 12-104a(c) states that a vacancy in the City's governing body is to be filled by a special election; and

WHEREAS, K.S.A. 12-104a(d) allows for the City to enact a different procedure for filling governing body vacancies other than by special election; and

WHEREAS, the governing body of the City (the "Governing Body") desires, by Charter Ordinance, to amend Charter Ordinance 32, Sections 6, and 7.

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

SECTION 1. Existing Section 6 of Charter Ordinance No. 32 is hereby amended to read as follows:

6. "In the event that a vacancy in the office of Councilmember should occur by reason of resignation, with or without acceptance by the Mayor, death, removal from office for cause, promotion to Mayor pursuant to Section 6-101(f) or change of residency to outside the ward from which said Councilmember was elected, the vacancy shall be filled in the following manner: At the next regular City Council meeting, the vacancy shall be filled by appointment of the Mayor, after an application process, with the advice and consent of a majority of the remaining members of the City Council. The Councilmember appointment shall be effective until the next general election, as defined in K.S.A. § 25-2102. Any appointment made after 12:00 P.M. on June 1 of any given year will serve until the general election occurring in the following year."

SECTION 2. Existing Section 7 of Charter Ordinance No. 32 is hereby amended to read as follows:

7. "In the event that a vacancy in the office of the Mayor should occur because of death, resignation, removal from office for cause, or change of residency to outside the limits of the City, then, the Council shall appoint, by a majority of those Councilmembers present, a new mayor from those Councilmembers serving at the time of the vacancy. In the case where there is a tie among two (2) Councilmembers, a coin flip shall determine the winner. A Mayoral vacancy shall be filled within thirty (30) days of the date the vacancy becomes effective. The vacancy in the Council created by the Council appointing a new Mayor will

be filled in accordance with Section 6 of Charter Ordinance No. 38. The Mayoral appointment shall be effective until the next general election, as defined in K.S.A. § 25-2102. Any appointment made after 12:00 P.M. on June 1 of any given year will serve until the general election occurring in the following year.”

SECTION 3. Chapter 6, Article 1, Section 6-101(e) and Section 6-101(f) of the Roeland Park Municipal Code are hereby amended to read as follows in Section 1 and Section 2 of this Charter Ordinance, respectively.

SECTION 4. This Charter Ordinance shall take effect after its publication in the official City newspaper, and shall have an effective date of December 18th, 2022.

PASSED by the Governing Body, not less than two-thirds of the elected members voting in favor thereof, this 3rd day of October, 2022.


Mike Kelly, Mayor

ATTEST:


Kelley Nielsen, City Clerk

APPROVED AS TO FORM


Steven E. Mauer, City Attorney

Item Number: New Business- VIII.-C.
Committee 1/3/2023
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 12/29/2022
Submitted By: Kelley Nielsen
Committee/Department:
Title: **Swear in the New Mayor (5 min)**
Item Type:

Recommendation:

The City Clerk with administer the oath of office to the new mayor.

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?

Item Number: New Business- VIII.-D.
Committee 1/3/2023
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 12/27/2021
Submitted By: Staff
Committee/Department: Admin.
Title: **Council President Election (10 min)**
Item Type: Other

Recommendation:

Details:

Attached city code regarding council president election process.

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance 989	Cover Memo

ORDINANCE NO. 989

AN ORDINANCE AMENDING CHAPTER I, ARTICLE 2, SECTION 1-203 OF THE MUNICIPAL CODE OF THE CITY OF ROELAND PARK, KANSAS TO NOMINATE AND ELECT A PRESIDENT OF THE COUNCIL AT THE FIRST CITY COUNCIL MEETING IN JANUARY.

WHEREAS, the Municipal Code for the City of Roeland Park, Kansas, Chapter I, Article 2, Section 1-203 calls for the City Council to nominate and elect a President of the Council during a City Council meeting in February each year; and,

WHEREAS, Roeland Park City Council members are now seated at the first City Council meeting in December; and,

WHEREAS, the Governing Body of the City of Roeland Park, Kansas desires to amend the Municipal Code for the City of Roeland Park, Kansas to allow for the nomination and election of a President of the Council during the first City Council meeting in January of each year.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF ROELAND PARK, KANSAS:

SECTION 1. Existing Chapter I, Article 2, Section 1-203 of the Municipal Code for the City of Roeland Park, Kansas be amended to read as follows:

- (a) There shall be a President of the Council who shall serve a one year term and who shall be selected in accordance with the following procedure. At the first Council meeting in January of each year or the Council meeting following the resignation of the acting Council President, nominations shall be made and an election shall be held. Once the nominations are made, a brief five-minute speech will be allowed from each candidate. Upon election by a majority of the Councilmembers present, the President of the Council shall be elected for the next term. The Mayor does not have a tie breaking vote in the selection of the President of the Council. If a majority vote of Councilmembers present cannot be met, the following procedure shall be followed. If there are more than two nominations, the number of nominations shall be narrowed down to two and the process repeated. The top two vote getters shall move on. If there is a tie between the second or more vote getters, a coin flip shall decide who is in the top two. If there is a tie in the vote of the final two, a coin shall be flipped to determine the President of the Council. This process will be repeated annually each January.
- (b) The President of the Council shall have the following duties:
 - (1) Preside at meetings of the City Council in the absence of the Mayor while retaining all the privileges of a Councilmember;
 - (2) Preside at all Governing Body Workshops, given that Co-Chairs may present items specific to their assigned service area (i.e. Administration, Public Works, Public Safety or Finance);

- (3) Participate in meetings or events on behalf of the Mayor when the Mayor cannot attend due to a schedule conflict; and
- (4) Advise and consult with City staff when an urgent issue arises and the Mayor cannot be reached in a reasonable period of time after attempts to reach the Mayor have been made.

SECTION 2. This Ordinance shall take effect upon its publication in the official City newspaper.

PASSED by the City Council of the City of Roeland Park, Kansas this 6th day of January, 2019.

APPROVED by the Mayor this 6th of January, 2019.

CITY OF ROELAND PARK, KANSAS

Mike Kelly, Mayor

ATTEST:

Kelley Nielsen, City Clerk

APPROVED AS TO FORM:

Steven E. Mauer, City Attorney

Item Number: New Business- VIII.-E.
Committee 1/3/2023
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 12/12/2022
Submitted By: Donnie Scharff, Director of Public Works
Committee/Department: Public Works
Title: **Approve Tree Services Agreement (5 min)**
Item Type: Agreement

Recommendation:

To approve a tree service agreement with Arbor Masters for 2023-2025

Details:

Staff issued an RPF for 2023-25 Trees Services on November 30th, 2022. Staff has utilized a tree contractor to provide numerous tree related services and as a resource in the event of an emergency as well as regular tree maintenance. The City does not have the resources to perform large scale tree maintenance or clean up. Attached are the labor and equipment rates for each contractor. Staff received 5 bids for these services:

- Arbor Master (staff recommend)
- Custom Tree Care
- K.C. Arborist
- Wichita Tree Service
- Cartwright Tree Care

After staff's due diligence, staff would recommend Arbor Masters to be our tree service contractor. They perform these services for other local municipalities (who provided positive reference), they are located in Shawnee and are the lowest bidder. Arbor Masters was awarded the previous tree services contract for 2020-2022. Staff believes the contractor's performance under the previous agreement was positive and find them to be qualified to provide tree services for Roeland Park.

Financial Impact

Amount of Request:	

Budgeted Item?	Budgeted Amount: 15,000
Line Item Code/Description: 5263.106	

Additional Information

How does item relate to Strategic Plan?

The service contract enables the City to respond to emergency storm clean up in a more timely manner. This enhances the service we provide to residents. In addition having a contract with specified prices in place ensures the City is using resources in a cost effective manner.

How does item benefit Community for all Ages?

N/A

ATTACHMENTS:

Description	Type
<input type="checkbox"/> 2023-2025 Tree Service Agreement	Cover Memo
<input type="checkbox"/> Arbor Masters	Cover Memo
<input type="checkbox"/> Custom Tree Care	Cover Memo
<input type="checkbox"/> KC Arborist Tree Care	Cover Memo
<input type="checkbox"/> Cartwright Tree Care	Cover Memo
<input type="checkbox"/> Wichita Tree Service	Cover Memo

CITY OF ROELAND PARK, KANSAS

NOTICE TO BIDDERS

Sealed bids for 2023-2025 ROELAND PARK TREE SERVICES will be received by the City of Roeland Park, at the office of The City Clerk, City Hall, Roeland Park, Kansas 66205, until **1:30 p.m.** local time on **December 15th, 2022**. At that time all sealed bids will be transferred to the City Council Chamber, City Hall, where they will be publicly opened and read aloud.

Any bid received after the designated closing time will be returned unopened. All bids shall be submitted in sealed envelopes addressed to the City Clerk of Roeland Park, Kansas, and marked "2023-2025 ROELAND PARK TREE SERVICES". Any questions regarding the agreement or bid documents should be directed to Daniel Vandebos or Donnie Scharff of Roeland Park Public Works, 913-722-2600.

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

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

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

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

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

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

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

AGREEMENT FOR TREE SERVICES

This Agreement made this _____ day of _____, _____, by and between _____, hereinafter referred to as Contractor, and the CITY OF ROELAND PARK, KANSAS, hereinafter referred to as City, shall be in full force and effect during calendar years 2023 through 2025 with the following terms and conditions.

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

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

1.0 Service Specifications

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

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

- 2.7 It is the express intent of the parties that this Contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
- 2.8 This Agreement is for the period of January 1, 2023 through December 31, 2025. Either party may terminate this agreement by giving sixty (60) days prior written notice to the other party.
- 2.9 The Contractor will commence work within ten (10) calendar days from and after receiving instructions from the City.
- 2.10 To the fullest extent permitted by law, with respect to the performance of its obligations in this Contract or implied by law, and whether performed by Contractor or any permitted subcontractors hired by Contractor, the Contractor agrees to indemnify City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent acts, errors, or omissions of the Contractor or its subcontractors, to the extent and in proportion to the comparative degree of fault of the Contractor and its subcontractors. Contractor shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim to the extent and in proportion to the comparative degree of fault of the Contractor and its subcontractors
- 2.11 Applicable Laws and Permits:
- A. The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times. This compliance includes, but is not limited to, any quarantines in place at time of work, removal or movement of product associated with this contract.
 - B. Pursuant to K.S.A. No. 16-113, if the Contractor does not have a resident agent in the State of Kansas, it shall execute and file "Certificate of Appointment of Process of Agent" with the Clerk of the District Court at the Johnson County, Kansas Courthouse. These forms may be obtained at the Office of the Clerk of the District Court. After execution of the documents, it shall be filed with the Clerk of the District Court. Contractor shall be responsible for the filing fee. This certificate is pursuant to the General Statutes of Kansas, and shall be filed prior to the formal execution of the Contract Documents. Failure to comply with these requirements shall disqualify the Contractor for the awarding of this Contract.

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

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

5.0 **Tree Spraying**

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

6.0 **Emergency Service**

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

7.0 **Non Discrimination**

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

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

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

8.0 Fee Schedule

		2023	2023	2024	2024	2025	2025
DESCRIPTION	UNITS	Regular Unit Price	Emergency Unit Price	Regular Unit Price	Emergency Unit Price	Regular Unit Price	Emergency Unit Price
Removal on Arterial or Collector Streets (Includes labor & all equipment)							
DBH 0 to 12 inches	EA						
DBH 13 to 24 inches	EA						
DBH 25 to 36 inches	EA						
DBH 37 to 48 inches	EA						
DBH 49 to 60 inches	EA						
Removal on Local Streets and City Properties (Includes labor & all equipment)							
DBH 0 to 12 inches	EA						
DBH 13 to 24 inches	EA						
DBH 25 to 36 inches	EA						
DBH 37 to 48 inches	EA						
DBH 49 to 60 inches	EA						
Rental Equipment (non-tree removal work, incl. operator and vehicle)							
Bucket Truck	HR						
Tree Spade 44"-80" diameter hole	HR						
Misc.							
Spraying trees (Includes labor & equip.)	GAL						
Tree trimming (Includes labor & equip.)	HR						
Arborist Inspection Services (Includes labor & equip.)	EA INSP.						

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

9.0 References

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

Company: _____ Contact: _____
Phone #: _____ Email: _____
Brief Description on Work: _____

Company: _____ Contact: _____
Phone #: _____ Email: _____
Brief Description on Work: _____

Company: _____ Contact: _____
Phone #: _____ Email: _____
Brief Description of Work: _____

Contractor Contact: _____

Company Name: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Email: _____

/s/ _____
Contractor Agent Date

ATTEST:

/s/ _____
Kelley Nielsen, City Clerk Date

/s/ _____
Steven Mauer, City Attorney Date

/s/ _____
Mike Kelly, Mayor Date

9.0 References

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

Company: City of Kansas City, Missouri

Contact: Kevin Lapointe - City Forester

Phone #: 816-809-4354

Email: kevin.lapointe@kcmo.org

Brief Description on Work: Tree maintenance, removals, stump grinding and emergency storm removals

Company: City of Overland Park, Kansas

Contact: Bailey Patterson - City Forester

Phone #: 913-895-6000

Email: bailey.patterson@opkansas.org

Brief Description on Work: Ash tree and stump removal

Company: City of Merriam, Kansas

Contact: Randy Fine - Parks & Rec

Phone #: 913-322-5550

Email: rfine@merriam.org

Brief Description of Work: Tree maintenance and removals

Contractor Contact: Mark Cantrell

ATTEST:

Company Name: Arbor Masters

/s/

Address: 8250 Cole Parkway

Kelley Nielsen, City Clerk Date

Shawnee, KS 66227

/s/

Telephone Number: 913-441-8888

Steven Mauer, City Attorney Date

Fax Number: 913-441-8922

Email: mcantrell@arbormasters.com

/s/ Mark Cantrell 12/13/22
Contractor Agent Date

/s/


Mike Kelly, Mayor Date

8.0 Fee Schedule

		2023	2023	2024	2024	2025	2025
DESCRIPTION	UNITS	Regular Unit Price	Emergency Unit Price	Regular Unit Price	Emergency Unit Price	Regular Unit Price	Emergency Unit Price
Removal on Arterial or Collector Streets (Includes labor & all equipment)							
DBH 0 to 12 inches	EA	125.00	165.00	135.00	175.00	135.00	175.00
DBH 13 to 24 inches	EA	575.00	650.00	575.00	650.00	600.00	675.00
DBH 25 to 36 inches	EA	900.00	1050.00	900.00	1050.00	950.00	1100.00
DBH 37 to 48 inches	EA	1300.00	1500.00	1300.00	1500.00	1400.00	1600.00
DBH 49 to 60 inches	EA	1600.00	1800.00	1600.00	1800.00	1700.00	1900.00
Removal on Local Streets and City Properties (Includes labor & all equipment)							
DBH 0 to 12 inches	EA	125.00	165.00	135.00	175.00	135.00	175.00
DBH 13 to 24 inches	EA	575.00	650.00	575.00	650.00	600.00	675.00
DBH 25 to 36 inches	EA	900.00	1050.00	900.00	1050.00	950.00	1100.00
DBH 37 to 48 inches	EA	1300.00	1500.00	1300.00	1500.00	1400.00	1600.00
DBH 49 to 60 inches	EA	1600.00	1800.00	1600.00	1800.00	1700.00	1900.00
Rental Equipment (non-tree removal work, incl. operator and vehicle)							
Bucket Truck	HR	95.00	110.00	95.00	110.00	95.00	110.00
Tree Spade 44"-80" diameter hole	HR	165.00	165.00	165.00	165.00	165.00	165.00
Misc.							
Spraying trees (Includes labor & equip.)	GAL	9.00	9.00	9.00	9.00	9.00	9.00
Tree trimming (Includes labor & equip.)	HR	185.00	210.00	185.00	210.00	185.00	210.00
Arborist Inspection Services (Includes labor & equip.)	EA INSP.	45.00	45.00	45.00	45.00	45.00	45.00

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

Current City of Roeland Park Business License

CITY OF ROELAND PARK, KANSAS	
Non-Domicile Business	
Having paid to the Treasurer of the City of Roeland Park, Kansas, the sum required by the law, as evidenced by the receipt therefore, and having complied with the ordinances of the City of Roeland Park, the below named is authorized and licensed with the City of Roeland Park, within the limits of Roeland Park, Kansas.	License Number BL16-000162
Non-Domicile Business	Expiration Date 11/30/2023
Arbor Masters 8250 Cole Parkway Shawnee, KS 66227	Issue Date 10/04/2022
 City Clerk	



ARBOMAS-04

BDANIELS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/15/2022

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

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

PRODUCER The Robert E Miller Group 903 E 104th Street, Suite 800 Kansas City, MO 64131		CONTACT NAME: PHONE (A/C, No, Ext): (816) 333-3000 FAX (A/C, No): (816) 822-1634 E-MAIL ADDRESS: certs@millercares.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Zurich American Ins Co. (AC)	
		INSURER B: Navigators Insurance Company	
		INSURER C: StarStone Specialty Insurance Company	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED
Arbor Masters
a Division of Shawnee Mission Tree Service
8250 Cole Parkway
Shawnee Mission, KS 66227

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		GLO581802209	3/1/2022	3/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EMP BENEFIT AGG \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BAP581802309	3/1/2022	3/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		HO22EXC799733IV	3/1/2022	3/1/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	WC581802109	3/1/2022	3/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Excess Umbrella		82216C221ALI	3/1/2022	3/1/2023	Limit 5,000,000

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

CERTIFICATE HOLDER

CANCELLATION

To Whom It May Concern

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

AUTHORIZED REPRESENTATIVE

MT Miller

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Shawnee Mission Tree Service, Inc. dba Arbor Masters Tree Service

8250 Cole Parkway

Lenexa, KS 66227

SURETY:

(Name, legal status and principal place of business)

Mid-Continent Casualty Company

P.O. Box 1409

Tulsa, OK 74101

Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Roeland Park

4600 West 51st Street

Roeland Park, KS 66205

BOND AMOUNT:

5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

2023-2025 Roeland Park Tree Services

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 15th day of December, 2022.


(Witness)

Shawnee Mission Tree Service, Inc. dba Arbor Masters Tree Service

(Principal)

(Seal)

By:



(Title)

Mid-Continent Casualty Company

(Surety)

(Seal)

By:


Tessa R. Turner Attorney-in-Fact



Surety Bond No.: Bid Bond

Principal: Shawnee Mission Tree Service, Inc. dba Arbor Masters Tree Service

Obligee: City of Roeland Park

MID-CONTINENT CASUALTY COMPANY

1437 SOUTH BOULDER, SUITE 200 • TULSA, OKLAHOMA 74119 • 918-587-7221 • FAX 918-588-1253

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the MID-CONTINENT CASUALTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof.

Tessa R. Turner, of Kansas City, MO

IN WITNESS WHEREOF, the MID-CONTINENT CASUALTY COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 15 day of August, 2019



ATTEST:

Sharon Hackl

SHARON HACKL

Secretary

MID-CONTINENT CASUALTY COMPANY

Todd Bazata

TODD BAZATA

VICE PRESIDENT

On this 15 day of August, 2019 before me personally appeared TODD BAZATA, to me known, being duly sworn, deposes and says that s/he resides in Broken Arrow, Oklahoma, that s/he is a Vice President of Mid-Continent Casualty Company, the company described in and which executed the above instrument; that s/he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of her/his office under the By-Laws of said Company, and that s/he signed his name thereto by like authority.

STATE OF OKLAHOMA }
COUNTY OF TULSA } SS



Commission # 11008253

My Commission Expires: 09-08-23

Julie Callahan
JULIE CALLAHAN

Notary Public

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Mid-Continent Casualty Company by unanimous written consent dated September 25, 2009.

RESOLVED: That the President, the Executive Vice President, the several Senior Vice Presidents and Vice Presidents or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, SHARON HACKL, Secretary of Mid-Continent Casualty Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of September 25, 2009 have not been revoked and are now in full force and effect.

Signed and sealed this 15th day of December, 2022



Sharon Hackl

SHARON HACKL

Secretary

9.0 References

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

Company: City of Lawrence, KS Contact: Crystal Miles
 Phone #: 785-832-7970 Email: Cmiles@lawrenceks.org
 Brief Description on Work: Residential, Park + Emergency
Tree Trimming + Removal

Company: Lee's Summit, MO Contact: Tarah Daugherty
 Phone #: 816-969-1085 Email: Tarah.Daugherty@cityofls.org
 Brief Description on Work: Residential, Park, Right of Way,
Emergency Tree Trim + Removal

Company: City of Lincoln, NE Contact: Chris Myers
 Phone #: 402-440-5560 Email: cmyers@lincoln.ne.gov
 Brief Description of Work: Residential, Park, Right of Way,
Emergency Tree Trim + Removal

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

Telephone Number: 785-478-9805

Fax Number: 785-478-4195

Email: ggathers@customtreecare.com

/s/ [Signature]
 Contractor Agent Date

ATTEST:

/s/ _____
 Kelley Nielsen, City Clerk Date

/s/ _____
 Steven Mauer, City Attorney Date

/s/ _____
 Mike Kelly, Mayor Date

8.0 Fee Schedule

DESCRIPTION	UNITS	2023	2023	2024	2024	2025	2025
		Regular Unit Price	Emergency Unit Price	Regular Unit Price	Emergency Unit Price	Regular Unit Price	Emergency Unit Price
Removal on Arterial or Collector Streets (Includes labor & all equipment)							
DBH 0 to 12 inches	EA	285	285	285	285	285	285
DBH 13 to 24 inches	EA	895	895	895	895	895	895
DBH 25 to 36 inches	EA	1,495	1,495	1,495	1,495	1,495	1,495
DBH 37 to 48 inches	EA	2,195	2,195	2,195	2,195	2,195	2,195
DBH 49 to 60 inches	EA	2,195	2,195	2,195	2,195	2,195	2,195
Removal on Local Streets and City Properties (Includes labor & all equipment)							
DBH 0 to 12 inches	EA	285	285	285	285	285	285
DBH 13 to 24 inches	EA	895	895	895	895	895	895
DBH 25 to 36 inches	EA	1,495	1,495	1,495	1,495	1,495	1,495
DBH 37 to 48 inches	EA	2,195	2,195	2,195	2,195	2,195	2,195
DBH 49 to 60 inches	EA	2,195	2,195	2,195	2,195	2,195	2,195
Rental Equipment (non-tree removal work, incl. operator and vehicle)							
Bucket Truck	HR	195	195	195	195	195	195
Tree Spade 44"-80" diameter hole	HR	45	45	45	45	45	45
Misc.							
Spraying trees (Includes labor & equip.)	GAL	5	5	5	5	5	5
Tree trimming (Includes labor & equip.)	HR	130	130	130	130	130	130
Arborist Inspection Services (Includes labor & equip.)	EA INSP.	75	75	75	75	75	75

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

9.0 References

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

Company: City of Fairway Contact: Bill Stogsdill
Phone #: 913-722-2822 Email: bstogsdill@Fairwaykansas.org
Brief Description on Work: All city tree maintenance for last 10+ years

Company: My Lifestyle Outdoors Contact: Justin Simpson
Phone #: 913-259-8419 Email: justin@mylifestyleoutdoors.com
Brief Description on Work: Maintain various HOA tree core needs for 8+ years

Company: Coyle Properties Contact: Jim Coyle
Phone #: 913-226-7774 Email: _____
Brief Description of Work: Maintain hundreds of rental houses tree core needs throughout KC

Contractor Contact: Jody Niccon
Company Name: KC Arborist Tree Care
Address: 1812 E Kansas City Rd
Olathe, KS 66061
Telephone Number: 913-390-0033

Fax Number: _____

Email: jody@kcarborist.com

/s/ [Signature] 12/15/22
Contractor Agent Date

ATTEST:

/s/ _____
Kelley Nielsen, City Clerk Date

/s/ _____
Steven Mauer, City Attorney Date

/s/ _____
Mike Kelly, Mayor Date

8.0 Fee Schedule

DESCRIPTION	UNITS	2023 Regular Unit Price	2023 Emergency Unit Price	2024 Regular Unit Price	2024 Emergency Unit Price	2025 Regular Unit Price	2025 Emergency Unit Price
Removal on Arterial or Collector Streets (Includes labor & all equipment)							
DBH 0 to 12 inches	EA	310 ⁺	320 ⁺	325 ⁺	345 ⁺	340 ⁺	360 ⁺
DBH 13 to 24 inches	EA	1050	1065	1065	1080	1080	1095
DBH 25 to 36 inches	EA	2800	2900	2820	28 2920	2840	2940
DBH 37 to 48 inches	EA	4000	4215	4050	4265	4100	4305
DBH 49 to 60 inches	EA	6000	6600	6050	6650	6100	6700
Removal on Local Streets and City Properties (Includes labor & all equipment)							
DBH 0 to 12 inches	EA	275 ⁺	285 ⁺	290 ⁺	300 ⁺	305 ⁺	315 ⁺
DBH 13 to 24 inches	EA	985 ⁺	1,000 ⁺	1000 ⁺	1015 ⁺	1015 ⁺	1030 ⁺
DBH 25 to 36 inches	EA	2490	2570	2520	2600	2550	2630
DBH 37 to 48 inches	EA	3700	3915	3750	3965	3800	4005
DBH 49 to 60 inches	EA	5200	5500	5250	5550	5300	5600
Rental Equipment (non-tree removal work, incl. operator and vehicle)							
Bucket Truck	HR	185 ⁺	285 ⁺	200 ⁺	300 ⁺	225 ⁺	325 ⁺
Tree Spade 44"-80" diameter hole	HR	N/A	N/A	N/A	N/A	N/A	N/A
Misc.							
Spraying trees (Includes labor & equip.)	GAL	45 ⁺ per gal	45 ⁺ per gal	55 ⁺ per gal	55 ⁺ per gal	65 ⁺	65 ⁺
Tree trimming (Includes labor & equip.)	HR 4 man crew	w/ bucket 750 ⁺	950 ⁺	800 ⁺	1000 ⁺	850 ⁺	1050 ⁺
Arborist Inspection Services (Includes labor & equip.)	EA INSP.	300 ⁺	N/A	350 ⁺	N/A	400 ⁺	N/A

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



LIST OF AVAILABLE EQUIPMENT

Bucket truck – 2015 Ford F750 w/ 65' Terex Highranger bucket & 17 yd dump box

Bucket truck - 2011 Ford F700 w/ 75' Terex Highranger bucket & 16 yd dump box

Bucket truck - 2007 International 4300 w/ 65' Highranger bucket

Bucket truck – 2020 Freightliner 65' Highranger bucket

Grapple truck - 2007 International 7500 w/ Rotobec loader, 30 yd capacity

Grapple truck - 2004 Sterling 9500 w/ Rotobec loader, 50 yd capacity

Chipper truck - 2012 Ford F750 chip truck

Chipper truck – 2015 F750 chip truck

Chipper truck – 2018 Ford F550 chip truck

Fassi Crane truck – 2006 Sterling w/ Fassi 330B

2009 F550 dump bed truck

2019 Isuzu dump truck

2014 Isuzu NRR w/ Sherrill Tree Professional Spray Rig w/ 900 gallon capacity

2012 Bandit 1390XP 15" capacity chipper

2013 Bandit 1390XP 15" capacity chipper

2014 Bandit 1590XP 18" capacity chipper

2017 Bandit 18X 18" capacity chipper

2011 Gehl AL140 articulating loader w/ grapple

2016 Gehl AL340 articulating loader w/ grapple

2012 Vermeer TX800 skid steer loader w/ grapple

2006 Rayco RG90 90HP stump grinder

2005 Vermeer 252 27HP stump grinder

2014 Bandit 2890XP – 97HP stump grinder

2016 Bandit 2250 – 27HP stump grinder

2018 Tracked Aerial Lift w/ Platform Basket

2020 Bobcat L28 Articulated Wheel Loader

9.0 References

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

Company: City of Leawood_____ Contact: Shawn Johnson_____

Phone #: (913) 663-9140_____ Email: shawnj@leawood.org_____

Brief Description on Work: Tree trimming, Tree Removal, Grubbing and Clearing_____

Company: Summit Landscape_____ Contact: Brett Black_____

Phone #: (816) 966-9434_____ Email: _____

Description on Work: Tree trimming, Tree Removal, Stump Grinding, Arborist Consulting_____

Company: Snelling Construction_____ Contact: Terry Snelling_____

Phone #: (816) 985-4507_____ Email: terry@terrinsnellingconstruction.com_____

Brief Description of Work: Tree removals for the City of Independence_____ T

Contractor Contact: Mark E. Nelson_____

ATTEST:

Company Name: Cartwright Tree Care_____

/s/ _____
Kelley Nielsen, City Clerk Date

Address: 13128 5th St Grandview, MO 64030_____

Telephone Number: (816) 965-6758_____

/s/ _____
Steven Mauer, City Attorney Date

Fax Number: _____

Email: mark@cartwrighttree.com_____

/s/ 
Contractor Agent Date

Mike Kelly, Mayor

/s/ _____
Date

[illegible]

						SEVETY	
DBH 37 to 48 inches	EA	\$4,022.00 FOUR THOUSAND TWENTY TWO DOLLARS	\$4,022.00 FOUR THOUSAND TWENTY TWO DOLLARS	\$4,022.00 FOUR THOUSAND TWENTY TWO DOLLARS	\$4,022.00 FOUR THOUSAND TWENTY TWO DOLLARS	\$4,022.00 FOUR THOUSAND TWENTY TWO DOLLARS	\$4,022.00 FOUR THOUSAND TWENTY TWO DOLLARS
DBH 49 to 60 inches	EA	\$5,015.00 FIVE THOUSAND FIFTEEN DOLLARS	\$5,015.00 FIVE THOUSAND FIFTEEN DOLLARS	\$5,015.00 FIVE THOUSAND FIFTEEN DOLLARS	\$5,015.00 FIVE THOUSAND FIFTEEN DOLLARS	\$5,015.00 FIVE THOUSAND FIFTEEN DOLLARS	\$5,015.00 FIVE THOUSAND FIFTEEN DOLLARS
Rental Equipment (non-tree removal work, incl. operator and vehicle)							
Bucket Truck	HR	\$153.00 ONE HUNDRED FIFTY THREE DOLLARS	\$153.00 ONE HUNDRED FIFTY THREE DOLLARS	\$153.00 ONE HUNDRED FIFTY THREE DOLLARS	\$153.00 ONE HUNDRED FIFTY THREE DOLLARS	\$153.00 ONE HUNDRED FIFTY THREE DOLLARS	\$153.00 ONE HUNDRED FIFTY THREE DOLLARS
Tree Spade 44"-80" diameter hole	HR	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Misc.							
Spraying trees (Includes labor & equip.)	GAL	\$15.75 FIFTEEN DOLLARS AND SEVETY FIVE CENS	\$15.75 FIFTEEN DOLLARS AND SEVETY FIVE CENS	\$15.75 FIFTEEN DOLLARS AND SEVETY FIVE CENS	\$15.75 FIFTEEN DOLLARS AND SEVETY FIVE CENS	\$15.75 FIFTEEN DOLLARS AND SEVETY FIVE CENS	\$15.75 FIFTEEN DOLLARS AND SEVETY FIVE CENS
Tree trimming (Includes labor & equip.)	HR	\$96.00 NINETY SIX DOLLARS	\$96.00 NINETY SIX DOLLARS	\$96.00 NINETY SIX DOLLARS	\$96.00 NINETY SIX DOLLARS	\$96.00 NINETY SIX DOLLARS	\$96.00 NINETY SIX DOLLARS
Arboris: Inspection Services	EA INSP.	\$89.00 EIGHTY NINE DOLLARS	\$89.00 EIGHTY NINE DOLLARS	\$89.00 EIGHTY NINE DOLLARS	\$89.00 EIGHTY NINE DOLLARS	\$89.00 EIGHTY NINE DOLLARS	\$89.00 EIGHTY NINE DOLLARS

(Includes labor & equip.)							
		2023	2023	2024	2024	2025	2025
DESCRIPTION	UNITS	Regular Unit Price	Emergency y Unit Price	Regular Unit Price	Emergency Unit Price	Regular Unit Price	Emergency Unit Price
Emergency Equipment							
Horizontal Grinder Min. 500 HP	H/R	\$750.00 SEVEN HUNDRED FIFTY DOLLARS	\$750.00 SEVEN HUNDRED FIFTY DOLLARS	\$750.00 SEVEN HUNDRED FIFTY DOLLARS	\$750.00 SEVEN HUNDRED FIFTY DOLLARS	\$750.00 SEVEN HUNDRED FIFTY DOLLARS	\$750.00 SEVEN HUNDRED FIFTY DOLLARS
Claw Loader w/28 CY Capacity Dump Bed	H/R	\$280.00 TWO HUNDRED EIGHTY DOLLARS	\$280.00 TWO HUNDRED EIGHTY DOLLARS	\$280.00 TWO HUNDRED EIGHTY DOLLARS	\$280.00 TWO HUNDRED EIGHTY DOLLARS	\$280.00 TWO HUNDRED EIGHTY DOLLARS	\$280.00 TWO HUNDRED EIGHTY DOLLARS
Excavator w/Clam Bucket 230 HP	H/R	\$225.00 TWO HUNDRED TWENTY FIVE DOLLARS	\$225.00 TWO HUNDRED TWENTY FIVE DOLLARS	\$225.00 TWO HUNDRED TWENTY FIVE DOLLARS	\$225.00 TWO HUNDRED TWENTY FIVE DOLLARS	\$225.00 TWO HUNDRE D TWENTY FIVE DOLLAR S	\$225.00 TWO HUNDRED TWENTY FIVE DOLLARS
Wheel Loader - Dump Height 9' 130 HP	H/R	\$175.00 ONE HUNDRED AND SEVENTY FIVE DOLLARS	\$175.00 ONE HUNDRED AND SEVENTY FIVE DOLLARS	\$175.00 ONE HUNDRED AND SEVENTY FIVE DOLLARS	\$175.00 ONE HUNDRED AND SEVENTY FIVE DOLLARS	\$175.00 ONE HUNDRE D AND SEVENTY FIVE DOLLAR S	\$175.00 ONE HUNDRED AND SEVENTY FIVE DOLLARS
Track Loader - Dump Height 8' 80 HP	H/R	\$175.00 ONE HUNDRED SEVENTY FIVE DOLLARS	\$175.00 ONE HUNDRED SEVENTY FIVE DOLLARS	\$175.00 ONE HUNDRED SEVENTY FIVE DOLLARS	\$175.00 ONE HUNDRED SEVENTY FIVE DOLLARS	\$175.00 ONE HUNDRE D SEVENTY FIVE DOLLAR S	\$175.00 ONE HUNDRED SEVENTY FIVE DOLLARS
Uni-Loader w/Grapple Bucket 70 HP	H/R	\$145.00 ONE HUNDRED FORTY FIVE DOLLARS	\$145.00 ONE HUNDRED FORTY FIVE DOLLARS	\$145.00 ONE HUNDRED FORTY FIVE DOLLARS	\$145.00 ONE HUNDRED FORTY FIVE DOLLARS	\$145.00 ONE HUNDRE D FORTY FIVE DOLLAR S	\$145.00 ONE HUNDRED FORTY FIVE DOLLARS
Tractor w/Berrel Bed 15 CY	H/R	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Tractor w/Ejector Bed 72 CY	H/R	\$195.00 ONE HUNDRED NINETY FIVE DOLLARS	\$195.00 ONE HUNDRED NINETY FIVE DOLLARS	\$195.00 ONE HUNDRED NINETY FIVE DOLLARS	\$195.00 ONE HUNDRED NINETY FIVE DOLLARS	\$195.00 ONE HUNDRE D NINETY FIVE DOLLAR S	\$195.00 ONE HUNDRED NINETY FIVE DOLLARS
Tractor w/Box Bed 28 CY	H/R	\$230.00 TWO HUNDRED	\$230.00 TWO HUNDRED	\$230.00 TWO HUNDRED	\$230.00 TWO HUNDRED	\$230.00 TWO HUNDRE	\$230.00 TWO HUNDRED

		THIRTY DOLLARS	THIRTY DOLLARS	THIRTY DOLLARS	THIRTY DOLLARS	D THIRTY DOLLAR S	THIRTY DOLLARS
Light Tower - Towed 440,000 Lumens	HR	\$125.00 ONE HUNDRED TWENTY FIVE DOLLARS	\$125.00 ONE HUNDRED TWENTY FIVE DOLLARS	\$125.00 ONE HUNDRED TWENTY FIVE DOLLARS	\$125.00 ONE HUNDRED TWENTY FIVE DOLLARS	\$125.00 ONE HUNDRE D TWENTY FIVE DOLLAR S	\$125.00 ONE HUNDRED TWENTY FIVE DOLLARS
Stump Grinder	HR	\$172.00 ONE HUNDRE D SEVENTY TWO DOLLARS	\$172.00 ONE HUNDRED SEVENTY TWO DOLLARS	\$172.00 ONE HUNDRED SEVENTY TWO DOLLARS	\$172.00 ONE HUNDRED SEVENTY TWO DOLLARS	\$172.00 ONE HUNDRED SEVENTY TWO DOLLARS	\$172.00 ONE HUNDRED SEVENTY TWO DOLLARS

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

Tractor w/Barrel Bed 15 CY	HR						
Tractor w/Ejector Bed 72 CY	HR						
Tractor w/Box Bed 28 CY	HR						
Light Tower - Towed 440,000 Lumens	HR						
Stump Grinder	HR						

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

1. References

-

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

Company: City of Wichita Contact: Chris Haislett

Phone #: 316-268-4417 Email: chaislett@wichita

Brief Description on Work: Removed 100's^{gor} of trees -
ground stumps - cleaned up work area.

Company: Starkey Inc. Contact: Randy Reed

Phone #: 316-258-1457 Email: dlongdelta

Brief Description on Work: Removed multiple trees, stump
grind, cleaned up work area.

Company: Tallgrass Country Club Contact: Jacob Herrman

Phone #: 316-258-6504

Email: jacobherrman@greatlife.com

Brief Description of Work: Removed multiple trees, ground stamps, cleaned up work area

Contractor Contact: Robert Phillips ATTEST:

Company Name: Wichita Tree Ser.

/s/ _____

Kelley Nielsen, City Clerk

Date

Address: 2345 E. 45th St. N

Wichita, Ks. 67219

Telephone Number: 316-841-8734

/s/ _____

Steven Mauer, City Attorney

Date

Fax Number: 1/A

Email: Robert@wichita-tree
service.com

/s/ Robert

12/14/22

/s/ _____

Contractor Agent

Date

Mike Kelly, Mayor

Date

Publication Date/Time:

11/30/2022 12:00 AM

Closing Date/Time:

12/15/2022 1:30 PM

Related Documents:

2023-2025 Roeland Park Tree Services RFP (PDF)

		2023		2024		2025	
DESCRIPTION	UNITS	Regular	Emergency	Regular	Emergency	Regular	Emergency
		Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
Removal on Arterial or Collector Streets (Includes labor & all equipment)							
DBH 0 to 12 inches	EA	\$ 99.75	\$ 149.63	\$ 104.74	\$ 157.11	\$ 109.97	\$ 164.96
DBH 13 to 24 inches	EA	\$ 598.99	\$ 898.49	\$ 628.94	\$ 943.41	\$ 660.39	\$ 990.58
DBH 25 to 36 inches	EA	\$ 1,473.97	\$ 2,210.96	\$ 1,547.67	\$ 2,321.50	\$ 1,625.05	\$ 2,437.58
DBH 37 to 48 inches	EA	\$ 2,987.93	\$ 4,481.90	\$ 3,137.33	\$ 4,705.99	\$ 3,294.19	\$ 4,941.29
DBH 49 to 60 inches	EA	\$ 3,497.93	\$ 5,246.90	\$ 3,672.83	\$ 5,509.24	\$ 3,856.47	\$ 5,784.70
Removal on Local Streets and City Properties (Includes labor & all equipment)							
DBH 0 to 12 inches	EA	\$ 108.92	\$ 163.38	\$ 114.37	\$ 171.55	\$ 120.08	\$ 180.13
DBH 13 to 24 inches	EA	\$ 596.92	\$ 895.38	\$ 626.77	\$ 940.15	\$ 658.10	\$ 987.16
DBH 25 to 36 inches	EA	\$ 1,497.92	\$ 2,246.88	\$ 1,572.82	\$ 2,359.22	\$ 1,651.46	\$ 2,477.19
DBH 37 to 48 inches	EA	\$ 2,992.93	\$ 4,489.40	\$ 3,142.58	\$ 4,713.86	\$ 3,299.71	\$ 4,949.56
DBH 49 to 60 inches	EA	\$ 3,999.00	\$ 5,998.50	\$ 4,198.95	\$ 6,298.43	\$ 4,408.90	\$ 6,613.35
Rental Equipment (non-tree removal work, incl. operator and vehicle)							
Bucket Truck	HR	\$ 193.97	\$ 290.96	\$ 203.67	\$ 305.50	\$ 213.85	\$ 320.78
Tree Spade 44"-80" diameter hole	HR	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Misc.							
Spraying trees	GAL	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
(Includes labor & equip.)							

		2023		2024		2025	
DESCRIPTION	UNITS	Regular	Emergency	Regular	Emergency	Regular	Emergency
		Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
Tree trimming (Includes labor & equip.)	HR	\$ 247.00	\$ 370.50	\$ 259.35	\$ 389.03	\$ 272.32	\$ 408.48
Arborist Inspection Services (Includes labor & equip.)	EA INSP.	\$ 225.00	\$ 337.50	\$ 236.25	\$ 354.38	\$ 248.06	\$ 372.09
Emergency Equipment							
Horizontal Grinder Min. 500 HP	HR	\$ 500.00	\$ 750.00	\$ 525.00	\$ 787.50	\$ 551.25	\$ 826.88
Claw Loader w/28 CY Capacity Dump Bed	HR	\$ 300.00	\$ 450.00	\$ 315.00	\$ 472.50	\$ 330.75	\$ 496.13
Excavator w/Clam Bucket 230 HP	HR	\$ 500.00	\$ 750.00	\$ 525.00	\$ 787.50	\$ 551.25	\$ 826.88
Wheel Loader - Dump Height 9' 130 HP	HR	\$ 500.00	\$ 750.00	\$ 525.00	\$ 787.50	\$ 551.25	\$ 826.88
Track Loader - Dump Height 8' 80 HP	HR	\$ 187.00	\$ 280.50	\$ 196.35	\$ 294.53	\$ 206.17	\$ 309.25
Uni-Loader w/Grapple Bucket 70 HP	HR	\$ 167.00	\$ 250.50	\$ 175.35	\$ 263.03	\$ 184.12	\$ 276.18
Tractor w/Barrel Bed 15 CY	HR	\$ 135.00	\$ 202.50	\$ 141.75	\$ 212.63	\$ 148.84	\$ 223.26
Tractor w/Ejector Bed 72 CY	HR	\$ 300.00	\$ 450.00	\$ 315.00	\$ 472.50	\$ 330.75	\$ 496.13

		2023		2024		2025	
DESCRIPTION	UNITS	Regular	Emergency	Regular	Emergency	Regular	Emergency
		Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
Tractor w/Box Bed 28 CY	HR	\$ 145.00	\$ 217.50	\$ 152.25	\$ 228.38	\$ 159.86	\$ 239.79
Light Tower - Towed 440,000 Lumens	HR	\$ 60.00	\$ 90.00	\$ 63.00	\$ 94.50	\$ 66.15	\$ 99.23
Stump Grinder	HR	\$ 100.00	\$ 150.00	\$ 105.00	\$ 157.50	\$ 110.25	\$ 165.38
Attach list of requested items as outlined in section 6.4 Emergency Services							
Grapple Truck 79 CY	HR	\$ 250.00	\$ 375.00	\$ 262.50	\$ 393.75	\$ 275.63	\$ 413.44
Grapple Trailer 100 CY	HR	\$ 100.00	\$ 150.00	\$ 105.00	\$ 157.50	\$ 110.25	\$ 165.38
Grapple Truck 65 CY	HR	\$ 225.00	\$ 337.50	\$ 236.25	\$ 354.38	\$ 248.06	\$ 372.09
Grapple Trailer 50 CY	HR	\$ 55.00	\$ 82.50	\$ 57.75	\$ 86.63	\$ 60.64	\$ 90.96
Grapple Truck 60 CY	HR	\$ 225.00	\$ 337.50	\$ 236.25	\$ 354.38	\$ 248.06	\$ 372.09
Vermeer CTX 100 Loader w/ grapple bucket 40 HP (x2)	HR	\$ 150.00	\$ 225.00	\$ 157.50	\$ 236.25	\$ 165.38	\$ 248.06
Vermeer CTX 160 Loader w/ grapple bucket & Forestry Mulcher 40 HP	HR	\$ 160.00	\$ 240.00	\$ 168.00	\$ 252.00	\$ 176.40	\$ 264.60

		2023		2024		2025	
DESCRIPTION	UNITS	Regular	Emergency	Regular	Emergency	Regular	Emergency
		Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
Vermeer FT100 skidsteer w/ grapple bucket & forestry mulcher 120 HP	HR	\$ 199.00	\$ 298.50	\$ 208.95	\$ 313.43	\$ 219.40	\$ 329.10
16 ft dump trailer, can be 20-40 CY (3x)	HR	\$ 125.00	\$ 187.50	\$ 131.25	\$ 196.88	\$ 137.81	\$ 206.72
Bucket Truck(s) 45 ft reach (3x)	HR	\$ 224.00	\$ 336.00	\$ 235.20	\$ 352.80	\$ 246.96	\$ 370.44
Bucket Truck 60 ft reach (1x)	HR	\$ 248.00	\$ 372.00	\$ 260.40	\$ 390.60	\$ 273.42	\$ 410.13
Bucket Truck 75 ft reach (1x)	HR	\$ 273.00	\$ 409.50	\$ 286.65	\$ 429.98	\$ 300.98	\$ 451.47
Aerial Lift 60 ft (1x)	HR	\$ 246.00	\$ 369.00	\$ 258.30	\$ 387.45	\$ 271.22	\$ 406.82
Vermeer Stump Grinder 35 HP	HR	\$ 98.00	\$ 147.00	\$ 102.90	\$ 154.35	\$ 108.05	\$ 162.07
Rayco Stump Grinder 80 HP	HR	\$ 197.00	\$ 295.50	\$ 206.85	\$ 310.28	\$ 217.19	\$ 325.79

Item Number: New Business- VIII.-F.
Committee 1/3/2023
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 12/14/2022
Submitted By: Donnie Scharff, Director of Public Works
Committee/Department: Public Works
Title: **Approve 2023 Mowing Service Agreement (10 min)**
Item Type: Agreement

Recommendation:

Approve 2023 mowing services agreement with Hometown Lawn Care

Details:

In 2022, staff issued an RFP for mowing services for the 2023 mowing season. In total we received proposals from 2 companies. The breakdown of cost for each company to complete a mowing of all locations is as follows:

Jake's Lawn & Landscape	Hometown Lawn LLC
\$2,650 per mowing/trim	\$2,035 per mowing
\$3,700 per application	\$5,500 per application

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

2023 mowing costs by Hometown Lawn are estimated to at \$46,805 (\$2,035/mowing X 23 mowings), we generally have 22-24 mowings in a year. Per the agreement, the PW Director can decide to suspend a mowing for reasons such as weather conditions (drought, excess rainfall, etc). This allows some flexibility in the amount spent on mowing. The 2023 Other Contractual Services line-item budget includes \$38,000 for mowing. For reference, the mowing contractor mowed 23 times in 2022.

We also asked for prices to provide weed control and fertilizer applications. Those prices are reflected above. Fertilization applications are budgeted in the Grounds Maintenance account (5262.110). There are 3 applications that are applied. Pre-emergent is placed in the spring

followed by a weed control treatment in the summer with the final application in the fall. The cost per application with Hometown Lawn Care is \$5,500 for a total of \$16,500 for three applications. The 2023 Grounds Maintenance line-item budget is \$24,000.

Staff believes that Hometown Lawn has the experience and qualifications to provide mowing service to Roeland Park and is the low bidder. Hometown provides mowing services to several large commercial properties in 9 cities within the metro.

Financial Impact




Amount of Request:	
Budgeted Item?	Budgeted Amount: Mowing - \$38,000(5214.106 Other Contracted Services) Fertilization - \$24,000(5262.110 Grounds Maint)
Line Item Code/Description: 5214.106 Other Contracted Services & 5262.110 Grounds Maintenance	

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
 2023 Mowing Services Agreement	Cover Memo
 Hometown Lawn, LLC Bid	Cover Memo
 Jake's Lawn & Landscape Bid	Cover Memo

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

2023



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

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CITY OF ROELAND PARK, KANSAS
BUILDING, PARK, & TRAFFIC ISLAND LAWN MOWING
NOTICE TO BIDDERS

Sealed bids shall be received by the City of Roeland Park, Kansas, at the office of the City Clerk until 10:00 A.M., Central Legal Time on **Wednesday, December 14th, 2022** for the Building, Park, & Traffic Island Lawn Mowing And Lawn Application Program, said work to include: Mowing, Trimming, Edging Litter Removal and Lawn Application.

All bids shall be submitted in sealed envelopes addressed to the City of Roeland Park, Kansas, and shall be clearly marked "BUILDING, PARK, & TRAFFIC ISLAND LAWN MOWING, AND LAWN APPLICATION PROGRAM". At the above stated time and place, all bids shall be publicly opened and read aloud. Bids received after the designated closing time will be returned unopened.

Copies of the Contract Documents are on file at: the City Clerks Office, 4600 W. 51st Street, Roeland Park, Kansas 66205.

Each bidder shall file with their bid proposal a cashier's check, certified check, or bid proposal bond, drawn on an acceptable bank in an amount of five percent (5%) of the total amount of the bid.

Nonresident corporations that are not already registered with the Kansas Secretary of State, and all nonresident individuals and partnerships are required by law to register with the Director of Revenue, State Office Building, Topeka, Kansas, and to pay a fee of Ten Dollars (\$10.00) for each and every contract, as a precedent to commencing work on the contract. For contracts in excess of Ten Thousand Dollars (\$10,000.00) the foreign contractor shall file with the Director of Revenue an acceptable bond in amount of ten percent (10%) of the contract.

No bid may be withdrawn within a period of thirty (30) calendar days from and after the date fixed for opening bids.

The Owner reserves the right to reject any or all bids, and to waive any informalities or irregularities therein.

In accordance with various Federal and State civil rights legislation, the City of Roeland Park does not discriminate against individuals regardless of race, ethnicity, color, religion, gender, sexual orientation, national origin, age, marital status, medical condition or disability.

Kelley Nielsen, City Clerk

INSTRUCTIONS TO BIDDERS

IB-1 PROPOSALS

All proposals must be made on the forms provided in this bound copy of the Contract Documents. All proposals must be legibly written in ink. No alterations in proposals or in printed forms therefore by erasures, deletions or interpolations will be accepted unless each alteration is signed or initiated by the Bidder; if initialed, the Owner may require the Bidder to identify the alteration so initialed. No erasures, interpolations or other physical changes shall be made by anyone in any bid, after its submission by the Bidder. **Each proposal submitted shall be enclosed in a sealed envelope, plainly marked "Building, Park, & Traffic Island Lawn Mowing, And Lawn Application Program"**. In checking proposals, all unit prices shall govern, and any error in item totals shall be corrected to reflect the unit price proposed.

IB-2 PROPOSAL GUARANTEE

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

The City of Roeland Park, Kansas

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

IB-3 SIGNATURES OF BIDDERS

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

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

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

IB-4 QUALIFICATIONS OF BIDDERS

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

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

IB-5 LOCAL CONDITIONS AFFECTING WORK

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

IB-6 TAXES

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

IB-7 INTERPRETATION OF CONTRACT DOCUMENTS

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

IB-8 TIME OF COMPLETION

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

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

IB-9 WITHDRAWAL OF BID

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

IB-10 ACCEPTANCE AND REJECTION OF BIDS

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

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

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

IB-11 BID ALTERNATES

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

IB-12 RETURN OF PROPOSAL GUARANTEE

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

IB-13 BONDS

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

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

IB-14. INSURANCE:

(a) General –

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

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

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

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

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

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

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

(c) Insurance required-

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

(1) General Liability

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

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

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

(2) Automobile Liability-

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

A) Liability \$1,000,000

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

(3) Umbrella or Excess Liability

Liability \$2,000,000

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

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

A) Liability Statutory

B) Employers Liability

Bodily Injury by Accident \$500,000 each accident

Bodily Injury by Disease \$500,000 policy limit

Bodily Injury by Disease \$500,000 each employee

(d) Subcontractor's Insurance-

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

- (1) Cover all subcontractors in its insurance policies, or
- (2) Require each subcontractor not so covered to secure insurance which will protect the subcontractor, the Contractor and the City of Roeland Park against all applicable perils or risks of loss and in the minimum amounts as outlined herein.
- (3) Whichever option is chosen, Contractor shall indemnify and hold harmless the City as to any and all damages, claims or losses, including legal costs such as attorney's fees, and other costs arising out of the acts or omissions of its subcontractors.

IB-15 NONDISCRIMINATION

During the performance of this contract or any subcontract resulting there from, the Contractor, all subcontractors and vendors shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work done under this contract because of race, religion, color, sex, national origin or ancestry. In all solicitations or advertisements for employees the Contractor, all subcontractors and vendors shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the State Civil Rights Commission.

If the Contractor, a subcontractor or vendor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the State Civil Rights Commission which has become final, the Contractor, subcontractor or vendor shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part by the City.

IB-16 PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT

The Contractor, all subcontractors and vendors shall observe the provisions of the Americans with Disabilities Act, Public Law 101-330, and shall not discriminate against individuals with disabilities in the terms and conditions of employment or in the provision of public accommodations or services. If the Contractor, a subcontractor or vendor is found guilty of a violation of the Americans with Disabilities Act, the Contractor, subcontractor or vendor shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part by the City.

IB-17 SUBCONTRACTORS

Contractor may utilize the services of subcontractors on those parts of the Work, which, under normal contracting practices, are performed by subcontractors.

City may require the apparent successful Bidder and any other Bidder, prior to the Notice of Award, to submit a list of subcontractors. In any event, within seven (7) calendar days after Notice of Award and prior to commencing operations, the successful Bidder shall submit to City a list of the names of all subcontractors proposed for portions of the Work and shall designate which Work each is to perform.

City shall notify the successful Bidder, in writing, if City, after due investigation, has reasonable objections to any subcontractor on such list, and the successful Bidder shall substitute a subcontractor acceptable to City. If the successful Bidder refuses to submit the name of an acceptable subcontractor City can refuse to award the contract and the Bid Proposal security will be forfeited, or if services have begun, such failure will be grounds to terminate the contract. The successful Bidder/Contractor shall not make any substitution for any subcontractor who has been accepted by City unless City approves the substitution in writing.

IB-18 IDEMNIFICATION

Contractor agrees to defend, indemnify, and hold harmless the City and its agents and/or employees from any and all claims, settlements, and judgments arising out of Contractor's or any of its agents', servants', employees', or subcontractors' negligent acts, and for failure to act in the performance of this Agreement. Neither acceptance of the completed Services nor payment therefore shall release Contractor of its obligation under this paragraph.

GENERAL CONDITIONS

GC-1 PURPOSE & PROPERTY LOCATIONS.

Contractor shall complete lawn mowing, trimming, edging and litter clean up at traffic island medians, right-of-ways and other properties within the City of Roeland Park, Kansas in accordance with these General Conditions for each of the following properties:

1. **Roeland Park City Hall**
4600 W 51st Street (Map Included in Packet)

2. **Nall Park**
4800 Nall Avenue (Map Included in Packet)
3. **Roeland Park Community Center**
4850 Rosewood Dr. (Map Included in Packet)
4. **North Roe Blvd Right of Way Green Space**
Roe Blvd, north of 48th Street (Map Included in Packet)
5. **4800 Roe Parkway Right of Way Green Space**
4800 Roe Parkway (Map Included in Packet)
6. **Roe Blvd Right of Way Green Space**
Center Median (Map Included in Packet)
7. **Right of Way Green Space**
Southwest and northeast corners of 48th Street & Roe Lane (Map Included in Packet)
8. **Right of Way Green Space**
Southeast corner of Roe Blvd & Roe Lane
9. **Roe Blvd Traffic Island Median**
Roe Blvd, between Sycamore Drive & 57th Street (Map Included in Packet)
10. **R Park**
5535 Juniper (Map Included in Packet)
11. **Cooper Creek Park**
Roeland Drive & Johnson Drive (Map Included in Packet)
12. **Carpenter Park**
Southwest corner of Sycamore Drive & Cedar Street (Map Included in Packet)
13. **Granada Park**
5150 Granada Street (Map Included in Packet)
14. **Sweaney Park**
Intersection of Well Drive & Neosho Lane (Map Included in Packet)
15. **Right of Way Greenspace**
52 Pl & Neosho Ln (Map Included in Packet)
16. **Right of Way Greenspace**
Intersection of Southridge & Roe Lane (Map Included in Packet)
17. **Right of Way Greenspace**
Johnson Drive (Map Included in Packet)
18. **Island A**
Intersection of Nall Avenue & 55th Street (Map Included in Packet)

19. Island B

Infront of 5517 Roeland Drive (Map Included in Packet)

20. Island C

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

21. Island D

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

22. Island E

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

23. Island F

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

24. Island G

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

25. Island H

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

Note to Bidders: Bidders are urged to view the sites and clarify any questions with Anthony Marshall, Park & Rec Superintendent at (913) 742-7006.

GC-2 MOWING AND TRIMMING AND LITTER REMOVAL.

Contractor shall mow all turf areas weekly, unless otherwise communicated by the City. **All areas shall be string trimmed every time the grass is cut.** All trimming shall be accomplished maintaining the 4" cutting height. Contractor shall remove all trash and litter from each area prior to mowing, **including landscape and shrub beds.** All turf shall be cut to a height of four (4") inches. **Curbs will be edged,** so that turf is vertically parallel with the back of curb and/or sidewalk. Each mowing will include litter pickup and disposal, and string trim work around all park structures, trees, poles, tables, signs, walking trails, fences, and shrub / flowerbeds. Care should be taken to prevent discharge of grass clippings onto any paved surface such as streets, parking lots, sidewalks, driveways, trails or adjacent properties. Any material so discharged shall be removed prior to leaving the site. Turf shall be cut in a professional manner as not to scalp the grass or leave areas of uncut grass. Care shall be taken trimming around tree trunks. **Trees and landscaping and materials damaged by string trimmers and/or mowers will be replaced by the City at the contractor's expense.**

EQUIPMENT: Contractor shall use a rear, side or no discharge mower with adequate guarding to prevent propulsion of foreign objects is required. Mowers and equipment are to be equipped with turf type tires. No cleated tires will be allowed. Mowers shall be of an appropriate size for the area being mown (**turf area around landscaping perimeter of Area #4 & Area #8 shall be mowed using a push mower or equivalent**) Blades will be sharp as to give a fine, clean cut. Equipment must be operated at a safe speed that allows for an optimal cut. Contractor is encouraged to use non-polluting devices like rakes and brooms when feasible. The City prefers that blowers and other power equipment are low-decibel, low fossil fuel consumption, and low-emissions models.

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

GC-3 MOWING FREQUENCY

The 2023 mowing schedule will begin on April 1st, 2023 with an anticipated mowing season ending on October 28th, 2023. **A cutting may be suspended, by the Park & Rec Superintendent** or his designee, due to existing weather conditions. Examples would include: periods of heavy rain, or extended drought conditions such that mowing is not required.

GC-4 LAWN APPLICATION FREQUENCY

The 2023 Lawn Application schedule will provide 3 seasonal applications: Spring, Summer, and Fall. Each application will address seasonal weed control including but not limited to Liquid Pre-Emergent, Fertilizers, and Turf Strength Builder. All areas will require each seasonal application with the exception of Area 2 – Nall Park, area south of restrooms. In the event the application is not effective, the contractor will provide another application at NO extra cost to the City.

GC-5 DEFINITIONS

Median: The area in the center of the street may also be referred to as an island.

Right-of-Way: The area to the side of the street, extending from the curb to one (1) foot beyond the side walk.

Trimming: The cutting or removal of all vegetation adjacent to signs, light poles, trees, etc., or in areas a trim mower can not cut, to produce a neat finished result.

Litter: All litter, cigarette package size and larger, shall be removed and not moved to a non-mowable area of the median or Right-of-Way. All foreign debris shall also be removed (e.g. glass, metal, rock or asphalt).

Inclement Weather: A condition in which the operation of mowing equipment would leave ruts or excessive amounts of grass clippings on the turf causing an unsightly appearance.

City Representative: The Public Works Superintendent or his/her designated agent shall be the person monitoring work being done and shall be responsible for monitoring the performance of this agreement.

GC-6 SCHEDULES

Time to Complete Work: The Contractor shall begin work and proceed with all reasonable dispatch to completion. Work within an area must be completed within consecutive days. **No mowing will be permitted between 9 P.M. to 6 A.M. Monday through Sunday.**

Failure to Maintain Mowing Schedule: Failure on the part of the Contractor to maintain an area according to these specifications shall be sufficient reason for the Public Works Superintendent to have the work in question or portions thereof completed by others. If work is completed by others, any additional cost caused by a higher bid price will be charged to the original Contractor and shall be deducted from any payments due the Contractor. Such failure shall also be grounds for termination of this Contract as authorized in section GC-6 of this Contract.

Agreement Duration: This agreement will be in effect from March 1st, 2023 thru December 31st, 2023, unless terminated sooner through mutual agreement between the Contractor and the City.

Agreement Renewal: This agreement is renewable for (3) three additional mowing seasons provided Contractor renews bonds and insurance certificates and contract cost remain the same. Any such renewal shall be in writing and signed by the parties hereto.

GC-7 PAYMENTS

Payments shall be made to the Contractor monthly based on the work done and approved by the Director of Public Works or representative. At the end of every month, the Contractor shall submit an invoice to the City accompanied with the appropriate Site Mowing Form (attached hereto as Exhibit)

Under no circumstances will an invoice be paid without accompanying documentation.

GC-8 RIGHT OF THE CITY TO TERMINATE CONTRACT

If the Contractor is adjudged as bankrupt, or if a general assignment of his assets be made for the benefit of his creditors, or if a receiver should be appointed for the Contractor or any of his property; or if at any time the performance of the work under this Contract is being unnecessarily delayed or the quality of which is not meeting the expectations of the City, or that the Contractor is violating any of the conditions or covenants of this contract; then the City may serve written notice upon the Contractor, stating that the contract will terminate within fourteen days unless an arrangement, satisfactory to the City, is made for the continuance of the work by the Contractor within said fourteen days that permits the Contractor to continue work. If the Contractor and City do not agree for the Contractor to continue the work, at the expiration of fourteen days from the date of said notice of termination, the City may take over and complete the work, by contract or otherwise for the amount and at the expense of the Contractor, and the Contractor shall be liable to the City for any and all excess cost sustained by the City by reason of such completion. City may terminate this Agreement at any time, with or without cause, after 30 days written notice.

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

To the
City of Roeland Park, Kansas

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

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

TIME OF COMPLETION

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

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

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

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

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

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

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

Attached hereto is a Bid Bond for the sum of _____
(\$ _____) Dollars, made payable to the City of Roeland Park, Kansas.

Signature of Bidder:

If an individual: _____, doing business as _____

If a Partnership: _____, by _____, member of firm

If a Corporation: _____

BY _____

TITLE _____ SEAL

Business Address of Bidder _____

If Bidder is a corporation, supply the following information:

State in which incorporated _____

Name and business address of its:

President _____

Secretary _____

Date _____

**BID TABULATION SHEET
BUILDING, PARK, & TRAFFIC ISLAND LAWN MOWING
2023**

	Using Fossil Fuel Powered Mowers	Alternate 1- Using Electric Mowers
#1 Roeland Park City Hall		
Price per mowing and trimming \$	_____	\$ _____
#2 Nall Park		
Price per mowing and trimming \$	_____	\$ _____
#3 Roeland Park Community Center		
Price per mowing and trimming \$	_____	\$ _____
#4 North Roe Blvd Right of Way Green Space		
Price per mowing and trimming \$	_____	\$ _____
#5 4800 Roe Parkway Right of Way Green Space		
Price per mowing and trimming \$	_____	\$ _____
#6 Right of Way Green Space		
Price per mowing and trimming \$	_____	\$ _____
#7 Right of Way Green Space		
Price per mowing and trimming \$	_____	\$ _____
#8 Right of Way Green Space		
Price per mowing and trimming \$	_____	\$ _____
#9 Roe Blvd Traffic Island Median		
Price per mowing and trimming \$	_____	\$ _____
#10 R Park		
Price per mowing and trimming\$	_____	\$ _____
#11 Cooper Creek Park		
Price per mowing and trimming \$	_____	\$ _____
#12 Carpenter Park		
Price per mowing and trimming \$	_____	\$ _____
#13 Granada Park		
Price per mowing and trimming\$	_____	\$ _____
#14 Sweaney Park		
Price per mowing and trimming \$	_____	\$ _____
#15 Right of Way Greenspace		
Price per mowing and trimming \$	_____	\$ _____

#16 Right of Way Greenspace

Price per mowing and trimming \$ _____

\$ _____

#17 Right of Way Greenspace

Price per mowing and trimming \$ _____

\$ _____

#18 Island A

Price per mowing and trimming \$ _____

\$ _____

#19 Island B

Price per mowing and trimming \$ _____

\$ _____

#20 Island C

Price per mowing and trimming \$ _____

\$ _____

#21 Island D

Price per mowing and trimming \$ _____

\$ _____

#22 Island E

Price per mowing and trimming \$ _____

\$ _____

#23 Island F

Price per mowing and trimming \$ _____

\$ _____

#24 Island G

Price per mowing and trimming \$ _____

\$ _____

#25 Island H

Price per mowing and trimming \$ _____

\$ _____

TOTAL PER MOWING \$ _____

\$ _____

Cost Per Seasonal Lawn Application \$ __________
COMPANY_____
OWNER/AGENT

INSERT OR STAPLE CERTIFICATE OF INSURANCE ON THIS PAGE

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

KNOW ALL PEOPLE BY THESE PRESENTS, that we, the undersigned of _____, hereinafter referred to as the "Contractor", and _____ a corporation organized under the laws of the State of _____, and authorized to transact business in the State of Kansas, as Surety, are held and firmly bound unto the City of Roeland Park, Kansas, hereinafter referred to as "City", in the penal sum of _____ Dollars (\$ _____), lawful money of the United State of America, for the payment of which sum well and truly to be made we bind ourselves, and our heirs, executors, administrators, successors and assigns, jointly and severally by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bonded Contractor, has on the _____ day of _____, 20____, executed a written contract with the aforesaid City for furnishing all materials, equipment, tools, superintendence, and other facilities and accessories, for BUILDING, PARK, & TRAFFIC ISLAND LAWN MOWING designated, defined and described in the Contract and the Conditions thereof, and in accordance with the specifications and plans therefor; a copy of said Contract being attached hereto and made a part hereof;

NOW, THEREFORE, if said Contractor shall in all particulars promptly and faithfully perform each and every covenant, condition, and part of the Contract, and the Conditions, Specifications, Plans and other Contract Documents thereto attached or by reference made a part thereof, according to the true intent and meaning in each case, then this obligation shall be and become null and void; otherwise it shall remain in full force and effect.

Whenever Contractor is declared by City to be in default under the Contract, the City having performed City's obligations thereunder, the Surety shall pay to the City the cost of completion of the Work, including the costs of letting the bid proposal or bid proposals necessary for completion.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligations on this bond and it does hereby waive notice of any change, extension of time, alteration, or addition to the terms of the Contract, or to the Work, or to the specifications.

IN TESTIMONY WHEREOF, said Contractor has hereunto set hand, and said Surety has caused these presents to be executed in its name; and its corporate seal to be hereunto affixed by its attorney-in-fact duly authorized thereunto so to do on this, the _____ day of _____, 20____.

Contractor/Principal

[SEAL]

Title

ATTEST:

Secretary

[SEAL]

Address

SURETY COMPANY

City, State, Zip

Phone No.

Facsimile No. (If available)

By _____
Attorney-in-Fact

By _____
Kansas Agent

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

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

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

WHITNESSETH:

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

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

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

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

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

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

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

ARTICLE II. The Owner shall pay to the Contractor for the performance of the work embraced in this Contract, and the Contractor will accept in full compensation therefore the per mowing price for each area identified in the Bid Tabulation Sheet accompanying this agreement (subject to adjustment as provided by the contract), referred to as the Contract Price, for all work covered by and included in the contract and

designated in the foregoing Article I; payment thereof to be made in cash or its equivalent, in the manner provided in the Contract Documents hereto attached.

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

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

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

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

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

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

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

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

CITY OF ROELAND PARK, OWNER

[SEAL]

ATTEST:

Kelley Nielsen, City Clerk

APPROVED AS TO FORM:

Steven E Mauer, City Attorney

Keith Moody, City Administrator

CONTRACTOR

[Name of Contractor]

BY: _____
Signature

Title (SEAL)

Address

City, State, Zip

Phone No.

Facsimile No. (If available)

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

SITE LOCATION MOWING FORM

Month:

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

BID TABULATION SHEET
BUILDING, PARK, & TRAFFIC ISLAND LAWN MOWING
2023

	Using Fossil Fuel Powered Mowers	Alternate 1- Using Electric Mowers
#1	Roeland Park City Hall Price per mowing and trimming \$ <u>45⁰⁰</u>	\$ _____
#2	Nall Park Price per mowing and trimming \$ <u>300⁰⁰</u>	\$ _____
#3	Roeland Park Community Center Price per mowing and trimming \$ <u>220⁰⁰</u>	\$ _____
#4	North Roe Blvd Right of Way Green Space Price per mowing and trimming \$ <u>200⁰⁰</u>	\$ _____
#5	4800 Roe Parkway Right of Way Green Space Price per mowing and trimming \$ <u>200⁰⁰</u>	\$ _____
#6	Right of Way Green Space Price per mowing and trimming \$ <u>90⁰⁰</u>	\$ _____
#7	Right of Way Green Space Price per mowing and trimming \$ <u>90⁰⁰</u>	\$ _____
#8	Right of Way Green Space Price per mowing and trimming \$ <u>40⁰⁰</u>	\$ _____
#9	Roe Blvd Traffic Island Median Price per mowing and trimming \$ <u>100⁰⁰</u>	\$ _____
#10	R Park Price per mowing and trimming \$ <u>225⁰⁰</u>	\$ _____
#11	Cooper Creek Park Price per mowing and trimming \$ <u>100⁰⁰</u>	\$ _____
#12	Carpenter Park Price per mowing and trimming \$ <u>60⁰⁰</u>	\$ _____
#13	Granada Park Price per mowing and trimming \$ <u>50⁰⁰</u>	\$ _____
#14	Sweaney Park Price per mowing and trimming \$ <u>40⁰⁰</u>	\$ _____
#15	Right of Way Greenspace Price per mowing and trimming \$ <u>20⁰⁰</u>	\$ _____

Using Fossil Fuel Powered Mowers

Alternate 1- Using Electric Mowers

#16 Right of Way Greenspace

Price per mowing and trimming \$ 20⁰⁰

\$ _____

#17 Right of Way Greenspace

Price per mowing and trimming \$ 75⁰⁰

\$ _____

#18 Island A

Price per mowing and trimming \$ 20⁰⁰

\$ _____

#19 Island B

Price per mowing and trimming \$ 20⁰⁰

\$ _____

#20 Island C

Price per mowing and trimming \$ 20⁰⁰

\$ _____

#21 Island D

Price per mowing and trimming \$ 20⁰⁰

\$ _____

#22 Island E

Price per mowing and trimming \$ 20⁰⁰

\$ _____

#23 Island F

Price per mowing and trimming \$ 20⁰⁰

\$ _____

#24 Island G

Price per mowing and trimming \$ 20⁰⁰

\$ _____

#25 Island H

Price per mowing and trimming \$ 20⁰⁰

\$ _____

TOTAL PER MOWING \$ 2035

\$ _____

Cost Per Seasonal Lawn Application \$ 5,500

Hometown Lawn, LLC

COMPANY



OWNER/AGENT

Hometown Lawn
15720 S Keeler St
Olathe, KS 66062
913-558-8871 ¹⁷
David Than davidt@hometownkc.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/13/2022

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

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

PRODUCER The Reilly Company LLC 608 Delaware St. P.O. Box 9 Leavenworth KS 66048-0009	CONTACT NAME: Cyndi Fry PHONE (A/C, No, Ext): (913) 682-1234 FAX (A/C, No): (913) 682-8136 E-MAIL ADDRESS: cyndi.fry@reillyinsurance.com														
INSURED Hometown Lawn, LLC KC Driveway 15720 S. Keeler, Ste 100 Olathe KS 66062	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Nationwide</td><td></td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Nationwide		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Nationwide															
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** Master 22**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																								
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ACP 3100344246	04/16/2022	04/16/2023	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 500,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td>Employee Benefits</td><td>\$ 1,000,000</td></tr><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td>Underinsured motorist</td><td>\$ 1,000,000</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000	Employee Benefits	\$ 1,000,000	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$	Underinsured motorist	\$ 1,000,000
EACH OCCURRENCE	\$ 1,000,000																														
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PROPERTY DAMAGE (Per accident)	\$																														
Underinsured motorist	\$ 1,000,000																														
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ACP 3100344246	04/16/2022	04/16/2023	<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td>Underinsured motorist</td><td>\$ 1,000,000</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$	Underinsured motorist	\$ 1,000,000														
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BODILY INJURY (Per accident)	\$																														
PROPERTY DAMAGE (Per accident)	\$																														
Underinsured motorist	\$ 1,000,000																														
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ACP 3100344246	04/16/2022	04/16/2023	<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 4,000,000</td></tr><tr><td>EACH OCCURRENCE</td><td>\$ 4,000,000</td></tr><tr><td>AGGREGATE</td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 4,000,000	EACH OCCURRENCE	\$ 4,000,000	AGGREGATE	\$																		
COMBINED SINGLE LIMIT (Ea accident)	\$ 4,000,000																														
EACH OCCURRENCE	\$ 4,000,000																														
AGGREGATE	\$																														
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	ACP 3100344246	04/16/2022	04/16/2023	<table><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																
<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER																															
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E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																														
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																														
A	Leased/Rented Equipment			ACP 3100344246	04/16/2022	04/16/2023	<table><tr><td>Limit</td><td>25,000</td></tr><tr><td>Deductible</td><td>1,000</td></tr></table>	Limit	25,000	Deductible	1,000																				
Limit	25,000																														
Deductible	1,000																														

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

CERTIFICATE HOLDER**CANCELLATION**

City of Roeland Park, KS Public Works 4600 W 51st St Roeland Park KS 66205	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE <i>Cyndi Fry</i></p>
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Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Hometown Lawn, LLC

2 Business name/disregarded entity name, if different from above
Hometown

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation	<input type="checkbox"/> S Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Trust/estate
<input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) S				

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
15720 S Keeler St, Suite 100

6 City, state, and ZIP code
Olathe, KS 66062

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-				-				
--	--	--	---	--	--	--	---	--	--	--	--

or

Employer identification number

2	7	-	2	3	5	3	3	0	3
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person

Date **1-4-2022**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

BID TABULATION SHEET
BUILDING, PARK, & TRAFFIC ISLAND LAWN MOWING
2023

	Using Fossil Fuel Powered Mowers	Alternate 1- Using Electric Mowers
#1 Roeland Park City Hall Price per mowing and trimming \$	<u>45' 00</u>	\$ <u> </u>
#2 Nall Park Price per mowing and trimming \$	<u>450' 00</u>	\$ <u> </u>
#3 Roeland Park Community Center Price per mowing and trimming \$	<u>300' 00</u>	\$ <u> </u>
#4 North Roe Blvd Right of Way Green Space Price per mowing and trimming \$	<u>200' 00</u>	\$ <u> </u>
#5 4800 Roe Parkway Right of Way Green Space Price per mowing and trimming \$	<u>300' 00</u>	\$ <u> </u>
#6 Right of Way Green Space Price per mowing and trimming \$	<u>100' 00</u>	\$ <u> </u>
#7 Right of Way Green Space Price per mowing and trimming \$	<u>100' 00</u>	\$ <u> </u>
#8 Right of Way Green Space Price per mowing and trimming \$	<u>45' 00</u>	\$ <u> </u>
#9 Roe Blvd Traffic Island Median Price per mowing and trimming \$	<u>300' 00</u>	\$ <u> </u>
#10 R Park Price per mowing and trimming \$	<u>300' 00</u>	\$ <u> </u>
#11 Cooper Creek Park Price per mowing and trimming \$	<u>100' 00</u>	\$ <u> </u>
#12 Carpenter Park Price per mowing and trimming \$	<u>65' 00</u>	\$ <u> </u>
#13 Granada Park Price per mowing and trimming \$	<u>45' 00</u>	\$ <u> </u>
#14 Sweaney Park Price per mowing and trimming \$	<u>45' 00</u>	\$ <u> </u>
#15 Right of Way Greenspace Price per mowing and trimming \$	<u>25' 00</u>	\$ <u> </u>

#16 Right of Way Greenspace

Price per mowing and trimming \$ 25' 00

\$ _____

#17 Right of Way Greenspace

Price per mowing and trimming \$ 45' 00

\$ _____

#18 Island A

Price per mowing and trimming \$ 20' 00

\$ _____

#19 Island B

Price per mowing and trimming \$ 20' 00

\$ _____

#20 Island C

Price per mowing and trimming \$ 20' 00

\$ _____

#21 Island D

Price per mowing and trimming \$ 20' 00

\$ _____

#22 Island E

Price per mowing and trimming \$ 20' 00

\$ _____

#23 Island F

Price per mowing and trimming \$ 20' 00

\$ _____

#24 Island G

Price per mowing and trimming \$ 20' 00

\$ _____

#25 Island H

Price per mowing and trimming \$ 20' 00

\$ _____

TOTAL PER MOWING \$ 2650' 00

\$ _____

Cost Per Seasonal Lawn Application\$ 3700' 00

Sake's Lawn & Landscape
COMPANY
[Signature]
OWNER/AGENT Sake Coady

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

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

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

Attached hereto is a Bid Bond for the sum of \$2650.00 per cut \$3700.00 per App
(\$ _____) Dollars, made payable to the City of Roeland Park, Kansas.

Signature of Bidder:

If an individual: [Signature], doing business as Saks Lant Landscape LLC.

If a Partnership: _____, by _____, member of firm

If a Corporation: _____

BY _____

TITLE owner SEAL

Business Address of Bidder 1210 S 8th Atchison KS 66002.

If Bidder is a corporation, supply the following information:

State in which incorporated _____

Name and business address of its:

President _____

Secretary _____

Date _____

Item Number: New Business- VIII.-G.
Committee 1/3/2023
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 12/29/2022
Submitted By: Keith Moody
Committee/Department: Admin.
Title: **Approve Task Order with Lamp Ryneerson for Site Design Services Related to Renovations at New Public Works Facility (5 min)**
Item Type: Other

Recommendation:

Staff recommend approval of a task order with Larkin for site (not building) improvements to the new Public Works facility.

Details:

Per the land purchase agreement with EPC the City has until October 1, 2023 to complete relocation of Public Works from the existing facility at the Rocks. Council has provided direction to employ a Construction Manager At Risk process for the renovations to the new public works facility. The attached task order with Larkin provides site improvement design services related to storm drainage, parking, driveway, outdoor storage, fencing, screening, lighting, ADA access and sidewalk modifications anticipated. Larkin will work with SFS and the Construction Manager at Risk during the design process. Council approved a task order with SFS for the building related design and RFQ services previously totaling \$140,000.

The Phase 1 Environmental, Title Insurance Commitment, Building Condition Assessment and Alta Survey have been completed with no issues that would deter the city from moving forward with the purchase of the site. Approval of the task order allows us to continue to complete design related steps as we approach closing the first of the new year.

Financial Impact

Amount of Request: \$71,180	
Budgeted Item?	Budgeted Amount: \$3 mm reflected in 2023 budget for public works facility

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
 Task Order with Larkin for Public Works Facility Site Improvements	Cover Memo

City of Roeland Park – Public Works Building

Contract: 2023 Roeland Park On-Call City Engineering

Ordinance or Resolution:

Task Agreement No: 23-1

Funding Amount: \$71,780.00

Purchase Order No:

Project Title: Public Works Building – Site Improvements (1800 Merriam Ln, Kansas City, Kansas)

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

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

Project Management Manual reviewed:

Attachments (Gantt Chart, etc.): None

PROJECT Scope:

1. Survey: Perform topographic survey of subject project site. Tie into ALTA boundary survey by others. Set control points and benchmarks for survey. No platting is included in this scope of services.
2. Final Design: Prepare construction drawings to support site improvements to the existing building and parking lot. Access to and from the building will be reconfigured to allow for parking inside the building. Drawings will be submitted to Roeland Park for review, prior to formal submittal to UG KCK for staff level permitting review. It is anticipated some of the existing parking lot pavement will be removed to offset new pavement (for net zero impact in stormwater runoff and eliminate need for detention). The total disturbed area is anticipated to be less than 1-acre, therefore a KDHE land disturbance permit and SWPPP is not required. Prepare a storm drainage memorandum containing pre and post development discharge rates. Stormwater treatment facilities are not required if site disturbance is less than 1 acre, but additional measures may be required by UG KCK due to proposed site use and potential hotspots (exterior storage of bulk materials, equipment and vehicle washing facilities). Prepare a traffic memo. Retaining wall design is excluded; if final design determines walls taller than 3'-6" are required, then a supplemental fee will be provided. Provide an engineer's estimate of probable construction costs.
3. Construction Phase Services: Attend a pre-construction meeting, review shop drawings, answer questions during construction, perform final walkthrough and prepare punch list.
4. Construction Observation Services: Provide part time construction observation. A total of 14 hours per week for 6 weeks is assumed.

The attached services will be provided for an hourly rate. Total not to exceed project fee is \$71,780.00, including direct expenses.

Staff Signatures

Mayor:

City Administrator:

Keith Moody

Signature:

Signature:

Date:

Date:

Partner Signatures

Division Manager:

Daniel G. Miller, P.E.

Signature:

Date:

Company Principal (if different):

Tony O'Malley, P.E.

Signature:

Date:

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

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

Report(s) Received:

Work on File:

This Task Agreement is subject to all the provisions included in the On-Call Professional Services Agreement, Public Works Department, Engineering Division by and between the City and Lamp Rynearson (Professional), dated **11/2/2020**.

Attach scope of work, budget, and other supporting material



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

CIVIL DESIGN GROUP FEE ESTIMATE

PROJECT TITLE Roeland Park Public Works Building - Site Improvements
LOCATION 1800 Merriam Lane, Kansas City, Kansas
DATE 12/28/2022

PROJECT # 0323001.02
BY Dan McGhee

Classification:	Sr. Group	Sr. Project	Project	Project	Construction	Hourly NTE		
Associate:	Leader II	Manager V	Engineer	Designer IV	Observer	Survey Fee		
Hourly Rate:	\$252.00	\$216.00	\$120.00	\$131.00	\$108.00		Subtotal of	Subtotal of Fee
	Miller	McGhee	Neal	McMurry	Brummer		Hrs per Item	per Item
Survey								
Set Control						1800		\$1,800.00
Topographic Survey						8000		\$8,000.00
Boundary (tie into ALTA Boundary by others)						1500		\$1,500.00
Subtotal of Hours per Associate								
Subtotal of Fee per Associate								
Labor Fee								\$11,300.00
Reimbursables 3%								\$339.00
Contingency 4%								\$452.00
Subtotal of Survey Services								\$12,091.00
Design								
Cover Sheet and General Notes		1		3			4	\$609.00
Existing Conditions and Survey Control Plan		1		3			4	\$609.00
Site Plan		2	6	8			16	\$2,200.00
Dimension / Layout Plan		1	4	8			13	\$1,744.00
Grading and Drainage Plan	1	2	20	8			31	\$4,132.00
Drainage Area Map and Hydraulic Calculations		2	12	4			18	\$2,396.00
Retaining Wall Plan and Profile (less than 3'-6" tall assumed)	1	2	2	8			13	\$1,972.00
Utility Plan		1	2	6			9	\$1,242.00
3-Phase Erosion and Sediment Control Plan and Details		2	4	8			14	\$1,960.00
Existing and Proposed Impervious Area Calculation Sheet		1		3			4	\$609.00
Fire Truck and Trash Truck Turning Template Sheet		1		3			4	\$609.00
Site Details		2	3	4			9	\$1,316.00
Bulk Storage Bin Details	1	2		8		1	11	\$1,733.00
Traffic Memo		1				1500	1	\$1,716.00
Landscape Plan		1				5000	1	\$5,216.00
Stormwater Memorandum		1	8				9	\$1,176.00
City Coordination, Comments, and Project Management	1	8	8	10			27	\$4,250.00
Address UG KCK Comments		3	10	16			29	\$3,944.00
Utility Coordination (Existing Services)		1	3				4	\$576.00
Engineer's Estimate of Probable Construction Costs		1	2	2			5	\$718.00
Subtotal of Hours per Associate							6501	226
Subtotal of Fee per Associate							\$6,501.00	
Labor Fee								\$38,727.00
Reimbursables 1%								\$387.27
Contingency 3%								\$1,161.81
Subtotal of Design								\$40,276.08



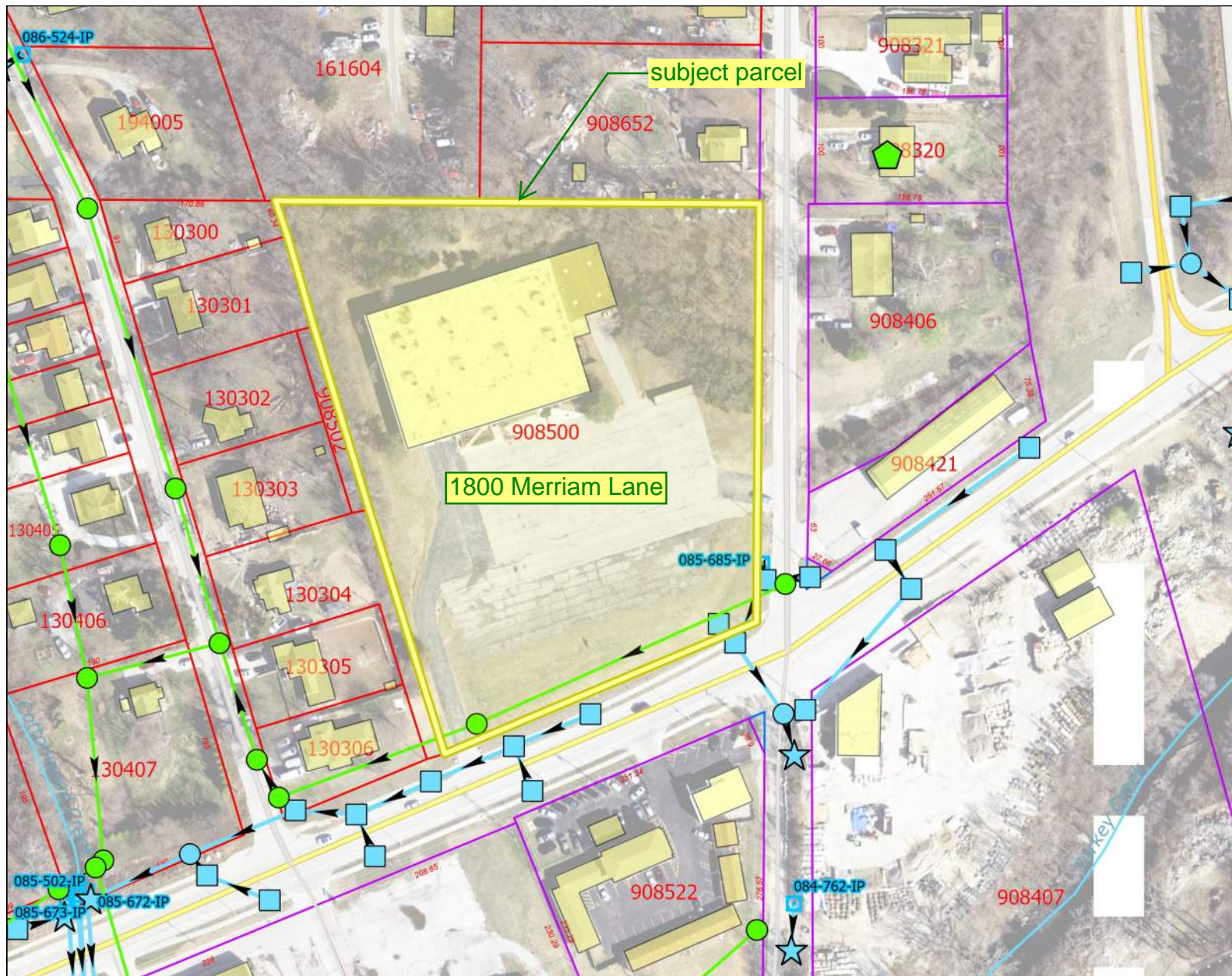
9001 State Line Rd., Ste. 200
 Kansas City, MO 64114
 [P] 816.361.0440
 [F] 816.361.0045
 LampRynearson.com

CIVIL DESIGN GROUP FEE ESTIMATE

PROJECT TITLE Roeland Park Public Works Building - Site Improvements
 LOCATION 1800 Merriam Lane, Kansas City, Kansas
 DATE 12/28/2022

PROJECT # 0323001.02
 BY Dan McGhee

Classification:	Sr. Group Leader II	Sr. Project Manager V	Project Engineer	Project Designer IV	Construction Observer	Hourly NTE Survey Fee		
Associate:	Miller	McGhee	Neal	McMurry	Brummer		Subtotal of Hrs per Item	Subtotal of Fee per Item
Hourly Rate:	\$252.00	\$216.00	\$120.00	\$131.00	\$108.00			
Construction Contract Administration								
Pre-Construction Meeting	2	2			2		6	\$1,152.00
Shop Drawing Review/ Submittals		2	8				10	\$1,392.00
Site Meetings		12					12	\$2,592.00
Construction Issues and Question Resolution	2	6	8				16	\$2,760.00
Perform Final Walkthrough, Punch List, Follow-up		3			6		9	\$1,296.00
Subtotal of Hours per Associate	4	25	16		8		47	
Subtotal of Fee per Associate	\$1,008.00	\$5,400.00	\$1,920.00		\$864.00			
						Labor Fee		\$9,192.00
						Reimbursables	2%	\$183.84
						Contingency	4%	\$367.68
						Subtotal of Construction Administration		\$9,743.52
Construction Observation								
Construction Observation								
Part Time, 14 Hours / Week / 6 Week Site Construction					84		84	\$9,072.00
Subtotal of Hours per Associate					84		84	
Subtotal of Fee per Associate					\$9,072.00			
						Labor Fee		\$9,072.00
						Reimbursables	0.58/mi	\$234.00
						Contingency	4%	\$362.88
						Subtotal of Construction Observation		\$9,668.88
Project Fee Summary								
						Survey and Design Fee		\$52,367.08
						Construction Contract Administration and Part Time Observation Fee		\$19,412.40
						PROJECT TOTAL		\$71,779.48



Legend

- Sewer Clean Outs
- Sewer Control Valves
- Sewer Discharge Points**
 - Combined Waste Water
 - Sewage
 - Other
- Sewer Fittings
- Sewer Inlets
- Sewer Inflow Point**
 - Storm to Combined
 - Combined Waste Water
 - Sewage
- Sewer Manholes**
 - Combined Waste Water
 - Sewage
- Sewer Network Structures**
 - Septic Tank
 - Treatment Plant

Locator Map



Notes

Map Print Date: 11/23/2022 9:33 AM

306 0 153 306
Feet

Map Scale
1: 1,834



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DISCLAIMER OF WARRANTY AND ACCURACY: Unified Government of Wyandotte Co./Kansas City, KS (UG) makes no representations or warranties about this map or its content, including, without limitation, accuracy, completeness, or fitness for any purpose. Users of this map document do so at their own risk; UG will not be liable to any such user for any loss or damage whatsoever.

Item Number: New Business- VIII.-H.
Committee 1/3/2023
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 12/29/2022
Submitted By: Keith Moody
Committee/Department: Admin.
Title: **Approve Community Center Agreement with JCPRD - (5min)**
Item Type: Other

Recommendation:

Staff recommends approving the Community Center Joint Use Agreement with JCPRD.

Details:

The city executes an annual cooperative agreement with JCPRD for the Community Center. The attached agreement maintains the same financial terms as prior agreements, which reflects the City covering the maintenance costs for the facility and JCPRD covering the programming costs. Rent and membership derived revenues generated at the facility go toward offsetting maintenance costs. Note that we have changed language in the agreement to reflect the City paying for maintenance expenses directly (we order supplies and services and pay for them) vs JCPRD doing so then billing the City for those costs. This simplifies the process and captures expense detail in our accounting system which makes it easy for us to review historical costs.

Attachment A reflects JCPRD's 2023 Budget for their Community Center department as well as Roeland Park's 2023 Community Center operating budget (does not include capital investment). This attachment makes it easier to see the amount of tax subsidy dedicated to operating the Community Center. For 2023 Roeland Park will use roughly \$176,000 in taxes to subsidize the operation of the Community Center. For our 6,700 residents this equates to roughly \$26.34/person. JCPRD estimates that they subsidize roughly \$217,000 of programming (including the daycare) and administrative costs related to the Community Center with their tax resources.

Financial Impact

Amount of Request: N/A	
Budgeted Item?	Budgeted Amount: N/A

Line Item Code/Description:

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description		Type
<input type="checkbox"/>	2023 Community Center Cooperative Agreement	Cover Memo
<input type="checkbox"/>	Attachment A: 2023 Community Center Budgets	Cover Memo

**Agreement between the City of Roeland Park, Kansas
and
Johnson County Park and Recreation District
for the Joint Use and Operation of the Roeland Park Community Center**

THIS AGREEMENT, made and entered into this ____ day of _____, 20__, by and between the City of Roeland Park, Kansas, (hereinafter referred to as "City"), and Johnson County Park and Recreation District, (hereinafter referred to as "JCPRD"), each party having been duly organized and now existing under the laws of the State of Kansas.

RECITALS

WHEREAS, pursuant to KSA 12-2908, the parties mutually agree that it is in the best interest of the public health, safety and welfare to jointly use and operate, as a recreational, educational and service facility, the Roeland Park Community Center, 4850 Rosewood Drive, Roeland Park, Kansas 66205 (hereinafter the "Facility"); and

WHEREAS, the Park District did approve and authorize its Board Chair to execute this Agreement by official vote of said body on the ____ day of _____, 20__; and

WHEREAS, the governing of the City did approve and authorize its Mayor to execute this Agreement by official vote of said body on the ____ day of _____, 20__; and

WHEREAS, to comply with the Kansas Interlocal Cooperation Act ("Act"), certain matters are required to be set forth with specificity and those matters are set forth below.

NOW THEREFORE, in consideration of the above and foregoing recitals, the mutual covenants and agreements herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

1. Compliance with Act. This Agreement is intended to and shall be interpreted to comply with the provisions of the Act.

2. Duration. This Agreement shall take effect for the period beginning January 1, 2023 and shall remain continuously in effect, subject to the terms and conditions hereinafter contained. Each party is obligated to express to the other party in writing on or before September 15 of the Contract Year, if there is intent not to renew the agreement. No modifications to this Agreement shall be effective unless and until separately made in writing and duly executed by both parties.

3. No Separate Entity Created. No separate legal entity is created under this Agreement.

4. Purpose of Agreement. The parties are entering into this Agreement for the purpose of setting forth the terms and conditions concerning their joint use and operation of the Facility as a community center for educational, recreational and service purposes.

5. Financing and Budget. This Agreement does not require that either party undertake any special financing arrangements or the preparation of a separate budget. The costs and expenses of providing services under this Agreement are set forth in a separate section below.

6. Termination. This Agreement may be terminated by either party upon not less than three (3) months' notice to the other. No property is to be jointly acquired under this Agreement and, therefore, no disposition of such property upon termination is contemplated or required.

7. JCPRD as Administrator. For purposes of the Act, JCPRD shall be deemed the administrator of this Agreement.

8. Real and Personal Property. No real or personal property is to be acquired jointly under this Agreement.

9. Allocation of Costs Between the Parties. The cost involved in the joint use and operation of the Facility and programs and services provided and administered therein shall be distributed as follows:

a. The City shall furnish and pay any costs associated with the acquisition of the Facility, including paying all taxes and fees as may be required by law.

b. The City shall maintain the roof and all exterior surfaces of the Facility and shall continue common landlord responsibilities with regard to maintenance of the heating, air conditioning, plumbing and electrical systems of the Facility subject to the provisions of Subparagraph 9.f. herein below.

c. The City shall maintain the nine (9) acres of lawn and the parking lot surrounding the Facility. Such maintenance shall include weed control, mowing and snow removal. The City shall maintain ownership of all its tools and equipment (i.e., floor buffer, brooms, mops, tables and chairs, etc.) in place at the Facility; provided, that the City shall make available to JCPRD for use of the Facility such tools and equipment.

d. During the term of this Agreement, the City shall be responsible for budgeted operating expenses associated with the facility's maintenance and operations and JCPRD shall be responsible for budgeted operating expenses associated with the facility's programming. JCPRD shall make the future year's projected budget in its entirety (Cost Center 4253420) available for City review no later than January 1 each year and the City shall provide comment and/or approval of budget in writing to JCPRD no later than February 1 each year. JCPRD and the City shall share equally the net profit or loss of JCPRD's budget (Cost Center 4253420,) with JCPRD billing the City for 50% of the total loss or paying the City 50% of the net profit at year end. The JCPRD annual budget for the RPCC (Cost Center 4253420) is attached to this agreement as Attachment A.

e. The City will provide property insurance insuring the Facility against physical loss and general liability insurance covering the City's interest in the Facility. JCPRD will provide and pay the costs of liability insurance covering its operations in the Facility. Such insurance coverage by JCPRD coverage shall show the City as an additional named insured. JCPRD shall submit a certificate of insurance to the City to verify JCPRD's liability insurance covering JCPRD and the City. JCPRD may also elect to provide contents coverage for its property located on the premises.

f. JCPRD will provide personnel and material necessary for all JCPRD programs and public services at the Facility. JCPRD shall provide supplies, technology equipment and telephone service. Building maintenance, operations and repairs shall be the sole responsibility of and cost to the City. The City will employ the custodians/attendants and building maintenance supervisor to perform the routine care, cleaning and maintenance of the Facility. These personnel will work at the direction of the Program Specialist and Parks and Recreation Superintendent jointly.

10. Delineation of Duties. JCPRD designates the 50 Plus Program Specialist (hereinafter “Program Specialist”) as the representative of JCPRD responsible for the day-to-day operations of the programs and services provided at the Facility. The Program Specialist shall serve as manager of the Facility and shall cause the making of all contracts necessary to carry out the programs and services to be provided at the Facility. The Specialist or their designee shall be responsible for the hiring and training of all facility administrative and programming personnel. These staff shall be scheduled during the standard facility hours of operation in order to provide customer service, general administrative, program registration, fitness room membership and facility booking needs. The City designates the Parks and Recreation Superintendent (hereinafter “Superintendent”) as the representative of the City responsible for the day-to-day building operations and maintenance. The Superintendent shall oversee the making of all contracts necessary to carry out facility maintenance, equipment and repairs. The Superintendent or their designee shall be responsible for the hiring and training of all maintenance personnel to ensure the highest standards of facility cleanliness and maintenance. Maintenance personnel shall be scheduled during the standard facility hours of operation to open and close the facility along with times in which the facility has been rented for private functions. The Superintendent or their designee will be responsible for responding to building and maintenance needs outside of standard facility hours; such instances may include, snow removal, security breaches, or other unexpected circumstances. The Program Specialist and other JCPRD members of the facility team shall also be available as a resource to assist with covering rental staffing needs and opening and closing needs during regular business hours when the Maintenance Supervisor and Superintendent are unavailable and all other City staffing resources have been exhausted. The Superintendent, Maintenance Supervisor, and other City staff on the facility team shall also be available as a resource to assist with daily operations, opening and closing the fitness room, providing rental tours, and greeting customers when the Program Specialist and JCPRD facility staff are unavailable and all other JCPRD staffing resources have been exhausted. Either party may request assistance with coverage needs outside of regular business hours under extenuating circumstances provided all other staffing resources have been exhausted by the requesting party. If coverage requests cannot be met, the final responsibility lies with the requesting party.

11. Programs and Services Provided. The City grants a non-exclusive use of the Facility to JCPRD for the purpose of providing a center for an all-day preschool, as well as, educational, recreational and other services to the residents of Johnson County, Kansas. Program Specialist shall develop appropriate programs to maximize the utilization of the Facility and notify the City of said programs upon request; provided, however, the City reserves the right to disapprove said programs. JCPRD will schedule and organize room usage for all individuals and groups requesting use of the Facility subject to the rules and procedures set by JCPRD. Facility fees and charges for room usage will be set by and follow JCPRD’s fees and charges. JCPRD shall notify the City when changes are made to the rules and procedures or fees and charges regarding room usage for all individuals and groups requesting use. JCPRD shall, upon request, provide the City with a monthly report on the participation usage of the Facility for the previous month. The City and City affiliated groups (Committees, Citizen Fundraising Group, etc.) shall have the right to use the parts of the Facility which are utilized

for public programs and services for programs, functions or services which the City wishes to make available to residents of the City or their guests; provided, however, such use would not interfere with the programs or service provide by JCPRD and provided that the space needs can be accommodated. Use of the facility by said groups contingent on inclement weather shall be made available two weeks prior to the event date; provided, space needs can be accommodated. Employees of the City are eligible to use the Facility at the City Resident rate. In some instances, the Facility may be used by other non-profit, county government agencies or community service groups, at no charge, as long as they do not interfere with programs or services provided by JCPRD, and provided that space needs can be accommodated. The Facility may be used for in-kind programming use or for services and programs co-sponsored by the Facility. The Program Specialist will determine if space is appropriate for co-sponsored or payment in kind.

12. Facility Billing and Rentals. JCPRD shall maintain a billing and bookkeeping system for short term tenant rentals, and copier use. JCPRD shall process, collect and retain all short term tenant, and copier use revenues generated monthly by the Facility. This accounting shall be available for review by the City upon request. Long term lease rental shall be paid to and accounted for by the City.

13. Amendment. The services provided under this Agreement may, from time to time, be modified by agreement of JCPRD and the City, and any such modification shall be memorialized in writing signed by the appropriate representative of JCPRD and the City.

14. Governing Law. This Agreement shall be governed by, enforced and construed in accordance with the laws of the State of Kansas.

15. Severability. All agreements, covenants and clauses contained herein are severable, and in the event any part of this Agreement shall be deemed or held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement shall be interpreted as if such unconstitutional, invalid or unenforceable agreements, clauses and covenants were not contained herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in triplicate by their duly authorized representatives and made effective the day and year first above written.

CITY OF ROELAND PARK, KANSAS

Keith Moody, City Administrator

ATTEST:

Kelley Nielsen, City Clerk

APPROVED AS TO FORM:

Steven Mauer, City Attorney

**BOARD OF PARK AND RECREATION COMMISSIONERS
JOHNSON COUNTY PARK AND RECREATION DISTRICT**

Bob Carlson, Board Chair

APPROVED AS TO FORM:

Fred J. Logan, Jr, JCPRD Legal Counsel

JCPRD 2023 APPROVED BUDGET	Community Center	CITY OF ROELAND PARK 2023 APPROVED BUDGET FOR COMMUNITY CENTER	
REVENUES	66,445	REVENUES	-
Charges for Services			
440410 PROGRAM FEES			
All Age Programs			
50 Plus Programs			
ECDC & Summer Camp Programs			
440425 INTERNAL PROGRAM REVENUE			
Internal Copier Charges	500		
451180 PARTICIPATION FEES			
Fitness Room Memberships	17,500		
Other Revenue			
460655 FACILITY RENTAL			
Public Room Rentals	33,000		
460656 INTERNAL FACILITY RENTAL			
JCPRD Room Rentals	15,445		
EXPENSES	64,268	EXPENSES	178,450
Personnel Services		Personnel Services	
FULL TIME SERVICES		FULL TIME SERVICES	
Community Center Specialist (75%)		Maintenance Supervisor (70%)	40,000
Community Center Assistant (70%)	31,208		
Recreation Coordinator (100%)			
Recreation Assistant (100%)			
Preschool Director			
		OVERTIME SERVICES	1,425
PART TIME SERVICES		PART TIME SERVICES	
Evening/Wknd CC Front Desk Staff	15,750	Evening/ Wknd Maintenance Staff	27,000
Program Instructors			
Preschool Staff			
CLOTHING ALLOWANCE			
Community Center Specialist			
Community Center Assistant	60		
Recreation Coordinator (100%)			
Recreation Assistant (100%)			
ECDC Director & Staff			
CELLULAR PHONE ALLOWANCE			
Community Center Specialist (75%)			
HEALTH BENEFITS		HEALTH BENEFITS	
Community Center Specialist (75%)		Maintenance Supervisor (70%)	25,000
Community Center Assistant (70%)	5,814		
Recreation Coordinator (100%)			
Recreation Assistant (100%)			
ECDC Staff			

Attachment A: 2023 Community Center Budgets

JCPRD 2023 APPROVED BUDGET		Community Center	CITY OF ROELAND PARK 2023 APPROVED BUDGET FOR COMMUNITY CENTER	
Contractual Services			Contractual Services	
510140 POSTAGE VIA US POSTAL	30		TELEPHONE	180.00
510225 MILEAGE REIMBURSEMENT	200		MAINTENANCE AND REPAIR BUILDING	15,000.00
510305 ADVERTISING	450		MAINTENANCE AND REPAIR EQUIPMENT	2,500.00
510580 MEMBERSHIPS	-		OTHER CONTRACTED SERVICES	5,480.00
510750 BANK CHARGES	175		INSURANCE & SURETY BONDS	7,280.00
510930 CONTINUING EDUCATION	750		UTILITIES	45,420.00
520075 PRINTING OR COPYING SERVICES	400		GROUPS MAINTENANCE	2,500.00
520271 TRIP AND TOUR EXPENSE			GROUPS IMPROVEMENT	1,500.00
520272 INTERNAL CONTRACTUAL SERVICES	3,070			
520275 CONTRACTUAL SERVICES	2,063			
520531 INTERNAL FACILITY RENTAL	-			
520540 EQUIP & FURN RENTAL	1,040			
520770 MA - EQUIPMENT	-			
520880 LICENSES AND PERMITS	-			
Materials & Supplies			Materials & Supplies	
530015 OFFICE SUPPLIES	650		OTHER COMMODITIES	5,000
530025 BOOKS, NEWSPAPERS, PERIODICALS	50		CLOTHING & UNIFORM	165
530090 CLOTHING LINEN - UNCLASSIFIED	-			
530110 FOOD	250			
530115 KITCHEN & FOOD SERVICE SUPPLIES	130			
530116 GIFT CERTIFICATES/CARDS	100			
530290 RECREATIONAL & CRAFT SUPPLIES	350			
530310 SAFETY SUPPLIES	20			
530440 FURNISHINGS & OFFICE EQUIPMENT	300			
530455 FOOD SERVICE EQUIPMENT	175			
530485 COMPUTER HARDWARE	683			
530515 RECREATION EQUIPMENT	550			
TOTAL REVENUES		66,445	TOTAL REVENUES	-
TOTAL EXPENSES		64,268.00	TOTAL EXPENSES	178,450
NET OVER/UNDER		2,177.00	NET OVER/UNDER	(178,450.00)

Item Number: New Business- VIII.-I.
Committee 1/3/2023
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 12/12/2022
Submitted By: Mayor Kelly
Committee/Department: Admin.
Title: **Committee Reappointments (5 min)**
Item Type: Other

Recommendation:

To reappoint:

Judy Hyde and Russell McCorkle to the parks committee

Judy Hyde to sustainability committee

Michael Calovich and Jason Wiens to aquatics committee

Jim Grebe, Allen Foley, and Ian Tompkins to the ad-hoc historical committee

Xavier Comeaux, Haile Sims, Emily Schlitz, Carrie Paulette and Diane Mora to the racial equity committee

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
 Judy Hyde	Cover Memo
 Russell McCorkle	Cover Memo
 Michael Calovich	Cover Memo
 Jason Wiens	Cover Memo
 Jim Grebe	Cover Memo
 Allen Foley	Cover Memo
 Ian Tompkins	Cover Memo
 Xavier Comeaux	Cover Memo
 Haile Sims	Cover Memo
 Emily Schiltz	Cover Memo
 Carrie Paulette	Cover Memo
 Diane Mora	Cover Memo

Online Form Submittal: Committee Volunteer Form

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

Wed 12/2/2020 7:50 PM

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

Committee Volunteer Form

Date	12/2/2020
First Name	Judy
Last Name	Hyde
Address	5113 W. 58th St.
City	Roeland Park
State	KS
Zip	66205
Email	
Phone	
Place of Employment	retired
How long have you been a resident of Roeland Park?	48+ years
How much time do you have to devote per month?	varies
Board & Committee Interest	I'm interested in joining the Parks Committee. I currently Chair the Sustainability Committee, and I would continue with that in addition to Parks. I've been a member of the See Red Run! task force in R Park, the task force for the R Park shelters/restroom, the Citizens Fundraising Initiative for R Park group, and the Cooper Creek Restoration Project, among others. I am committed to investing in this City.
Select a Board or Committee	Parks
Are you a high school student between the ages of 14 and 18?	No
Additional Comments	I believe in investing in the City, and I'm willing to work toward that end. I provided my resumé when I joined the Sustainability Committee, so it is on file. The additions would be my volunteer work for the City that I've cited above.

Online Form Submittal: Committee Volunteer Form

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

Mon 3/25/2019 3:54 PM

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

Committee Volunteer Form

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

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Online Form Submittal: Committee Volunteer Form

noreply@civicplus.com

Mon 6/24/2019 9:08 PM

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

Committee Volunteer Form

Date	6/24/2019
First Name	MICHAEL
Last Name	CALOVICH
Address	3500 W 49TH ST
City	ROELAND PARK
State	KS
Zip	66205
Email	
Phone	
Place of Employment	Honywell FM&T
How long have you been a resident of Roeland Park?	29
How much time do you have to devote per month?	20 hrs
Board & Committee Interest	I would love the opportunity to serve on the Pool Advisory Committee. I was born and raised in Roland Park and lived here until I got married at age 26. For 7 summers during high school and college I was a lifeguard at the old "cave" pool. I lived in Brookside, KCMO for 20 years but moved back here 3 years ago into my parent's old house, which I have renovated. I have a college degree from K State and an MBA from Rockhurst University. I am current a senior project manager at Honeywell.
Select a Board or Committee	Pool Advisory Board
Additional Comments	Field not completed.

Online Form Submittal: Committee Volunteer Form

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Mon 12/13/2021 10:44 AM

To: Nielsen, Kelley <knielsen@roelandpark.org>; RP Intern <intern@roelandpark.org>; Erin Winn <EWinn@roelandpark.org>

Committee Volunteer Form

Date	12/13/2021
First Name	Jason
Last Name	Wiens
Address	5306 W. 50th Terrace
City	Roeland Park
State	KS
Zip	66205
Email	
Phone	
Place of Employment	Ewing Marion Kauffman Foundation
How long have you been a resident of Roeland Park?	7 years
How much time do you have to devote per month?	2-3 hours
Board & Committee Interest	Aquatics Advisory Committee
	<p>I believe in public service done out of interest in promoting the common good. My family and I enjoy living in Roeland Park and I want to be able to support the community, even if in small ways. I am specifically interested in serving on the Aquatics Advisory Committee because of my personal interest in swimming and its benefits. I worked as a swim instructor in high school and college and swam competitively when I was younger. Public pools are a public good that should be carefully stewarded for the benefit and enjoyment of individuals and families.</p>
Select a Board or Committee	Aquatic Advisory Committee
Are you a high school student between the ages of 14 and 18?	No
Additional Comments	Field not completed.

Online Form Submittal: Committee Volunteer Form

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

Sat 3/7/2020 3:48 PM

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

Committee Volunteer Form

Date	3/7/2020
First Name	Jim
Last Name	Grebe
Address	4820 W. 57th St.
City	Roeland Park
State	KS
Zip	66205
Email	
Phone	
Place of Employment	NA
How long have you been a resident of Roeland Park?	40 years
How much time do you have to devote per month?	8 hours
Board & Committee Interest	RP history committee. I am interested in preserving the history of Roeland Park.
Select a Board or Committee	Ad-Hoc Historical Committee
Are you a high school student between the ages of 14 and 18?	No
Additional Comments	<i>Field not completed.</i>
Resume	<i>Field not completed.</i>

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Online Form Submittal: Committee Volunteer Form

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

Tue 1/11/2022 9:40 AM

To: Nielsen, Kelley <knielsen@roelandpark.org>; RP Intern <intern@roelandpark.org>; Erin Winn <EWinn@roelandpark.org>

Committee Volunteer Form

Date	1/11/2022
First Name	Allen
Last Name	Foley
Address	3920 W 53RD ST
City	ROELAND PARK
State	KS
Zip	66205-2434
Email	
Phone	
Place of Employment	Self Employed, Foley Solutions LLC
How long have you been a resident of Roeland Park?	16 years
How much time do you have to devote per month?	Very little but will try to expand
Board & Committee Interest	History Committee
Select a Board or Committee	Ad-Hoc Historical Committee
Are you a high school student between the ages of 14 and 18?	No
Additional Comments	Resubmitted from 2/2021
Resume	Field not completed.

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Online Form Submittal: Committee Volunteer Form

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Mon 1/10/2022 8:53 PM

To: Nielsen, Kelley <knielsen@roelandpark.org>; RP Intern <intern@roelandpark.org>; Erin Winn <EWinn@roelandpark.org>

Committee Volunteer Form

Date	1/10/2022
First Name	Ian
Last Name	Tompkins
Address	5406 Linden St.
City	Roeland Park
State	Kansas
Zip	66205
Email	
Phone	
Place of Employment	<i>Field not completed.</i>
How long have you been a resident of Roeland Park?	1.5 years
How much time do you have to devote per month?	Around 15
Board & Committee Interest	I am a graphic designer, and I'm interested in helping the Ad-Hoc Historical Committee with design needs as they develop interpretive signage for Roeland Park.
Select a Board or Committee	Ad-Hoc Historical Committee
Are you a high school student between the ages of 14 and 18?	No
Additional Comments	I have been meeting with the Historical Committee since May 2021
Resume	<i>Field not completed.</i>

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Online Form Submittal: Committee Volunteer Form

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Wed 8/12/2020 12:20 PM

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

Committee Volunteer Form

Date	8/12/2020
First Name	Xavier
Last Name	Comeaux
Address	5526 Linden Street
City	Roeland Park
State	KS
Zip	66205
Email	
Phone	
Place of Employment	Veteran, school
How long have you been a resident of Roeland Park?	11/01/2019
How much time do you have to devote per month?	5 - 15 hours
Board & Committee Interest	Diversity Group.
	I would love this group to help close the gap in different races, culture and religion. We need to have a better understanding about each other.
Select a Board or Committee	Other
Are you a high school student between the ages of 14 and 18?	No
Additional Comments	Field not completed.
Resume	Field not completed.

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Online Form Submittal: Committee Volunteer Form

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Tue 10/26/2021 12:19 PM

To: Nielsen, Kelley <knielsen@roelandpark.org>; RP Intern <intern@roelandpark.org>; Erin Winn <EWinn@roelandpark.org>

Committee Volunteer Form

Date	10/26/2021
First Name	Haile
Last Name	Sims
Address	3520 W 48th St.
City	Roeland Park
State	KS
Zip	66205
Email	
Phone	
Place of Employment	FedEx Ground
How long have you been a resident of Roeland Park?	5 years
How much time do you have to devote per month?	4 hours
Board & Committee Interest	I am a member of the Racial Equity Committee. I am also interested in joining the planning commission to learn more about the city's development.
Select a Board or Committee	Planning Commission
Are you a high school student between the ages of 14 and 18?	No
Additional Comments	<i>Field not completed.</i>
Resume	

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Online Form Submittal: Committee Volunteer Form

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

Wed 8/4/2021 1:11 PM

To: Nielsen, Kelley <knielsen@roelandpark.org>; RP Intern <intern@roelandpark.org>; Erin Winn <EWinn@roelandpark.org>

Committee Volunteer Form

Date	8/4/2021
First Name	Emily
Last Name	Schiltz
Address	5100 Clark Dr
City	Roeland Park
State	KS
Zip	66205
Email	
Phone	
Place of Employment	UnitedLex
How long have you been a resident of Roeland Park?	1.5 years
How much time do you have to devote per month?	20 hours
Board & Committee Interest	I am a relatively new resident of Roeland Park (April 2020) and have absolutely fallen in love with this community. I have always had an interest in local government, as I was a political science and public policy major in college and held numerous positions dedicated to serving in a capacity like this one. I am also incredibly passionate about getting women and young people elected to local Boards & Commissions as a way to increase gender and age parity across civic leadership. I am open to nearly any of the Boards & Commissions that have vacancies within Roeland Park and would be honored to serve as soon as possible.
Select a Board or Committee	Community Engagement
Are you a high school student between the ages of 14 and 18?	No
Additional Comments	<i>Field not completed.</i>
Resume	<u>Schiltz Resume January 2021.pdf</u>

Online Form Submittal: Committee Volunteer Form

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

Fri 8/14/2020 11:15 PM

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

Committee Volunteer Form

Date	8/14/2020
First Name	Carrie
Last Name	Paulette
Address	5105 Ash Street
City	Roeland Park
State	KS
Zip	66205
Email	
Phone	
Place of Employment	USD 204
How long have you been a resident of Roeland Park?	1 month
How much time do you have to devote per month?	<i>Field not completed.</i>
Board & Committee Interest	<p>I am interested in serving on the Roeland Park Equality and Diversity Committee. As a school counselor, one of my core values is creating communities that are safe and welcoming for children of color, and I would love to extend this work to the community I live in as well. My areas of interest in equity work include antiracist education, police in the community, immigration, and representation of BIPOC communities in politics and media. I recently bought my first house in Roeland Park and was excited to move to this city because of its inclusivity. At the local level, the city has the ability to profoundly affect residents' lives and create a community in which everyone is taken care of. If I can be part of the continuous struggle for racial justice in Roeland Park, I would be happy add my perspective and energy. I would love to join a committee that represents the racial make-up of our city, including the rich Latinx community that calls Roeland Park home, but I also recognize that as a white woman, I might not be the voice that this committee needs.</p>
Select a Board or	Other

Online Form Submittal: Committee Volunteer Form

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

Thu 3/4/2021 7:52 PM

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

Committee Volunteer Form

Date	3/4/2021
First Name	Diane
Last Name	Mora
Address	5122 Rosewood Drive
City	Roeland Park
State	KS
Zip	66205
Email	
Phone	
Place of Employment	Currently substitute teaching while applying for full time employment.
How long have you been a resident of Roeland Park?	15 years
How much time do you have to devote per month?	Flexible based on your needs.
Board & Committee Interest	ATTN: Halle Sims and Kat Raglow Michael Rebne encouraged me to submit my interest in joining the Roeland Park ad-hoc committee focused on Diversity, Equity and Inclusion. My interest in joining is fostered by experiences I've had during my 14-year career in education as well as volunteer and humanitarian aide experiences. My career in education focused on developing equitable and more inclusive experiences for the most vulnerable students and families in the metropolitan area. This is demonstrated through my involvement with high school programs like Upward Bound, parent programs like Unidos US, and teaching adult ABE/GED/ESL classes. My involvement in DEI and social justice initiatives specifically range from facilitating conversations among culturally and

socioeconomically diverse community members at Table Talk dinners in Omaha, Nebraska, to performing humanitarian aid on behalf of migrant families along the borders of Mexico and Arizona, to working side by side among members of the Lakota Sioux nation to improve the living conditions of Lakota children on Pine Ridge Reservation in Pine Ridge, South Dakota, and participating in anti-racism community conversations hosted by the Mayor of Kansas City, Missouri.

All of my experiences are complemented by my Master's degrees from Creighton University (emphasis Social Justice) and Avila University (Education), and the completion of a 2019-2020 Fellowship with the Kauffman Foundation that culminated in the designation of Master Educator in Culturally Responsive Teaching and Learning.

An opportunity to participate on the Roeland Park DEI Committee would enable me to further integrate myself in our community and deepen my appreciation for and understanding of the wide variety of residents in our community. I'm happy to provide letters of recommendation upon request.

Sincerely,
Diane Mora
(she / her)

Select a Board or
Committee

Other

Are you a high school
student between the ages of
14 and 18?

No

Additional Comments

Field not completed.

Resume

[Mora Resume City of RP 03_04_2021.docx.pdf](#)

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