

**GOVERNING BODY WORKSHOP AGENDA
ROELAND PARK**

**Roeland Park City Hall 4600 W 51st Street, Roeland Park, KS 66205
Monday, September 17, 2018 6:00 PM**

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

Admin	Finance	Safety	Public Works
Kelly	Thompson	McCormack	Poppa
Madigan	Fast	Janssen	Hill

I. APPROVAL OF MINUTES

A. August 20, 2018

II. DISCUSSION ITEMS:

1. Council Recognition for Daniel Vandenbos
2. Presentation on Branding Launch Plan
3. 2019 NSRP Rosewood Street - Sidewalk Location Recommendation
4. Public Works Quarterly Progress Report
5. 2018 Stantec Contract for Street Condition Assessment
6. October 29th Community Forum Topic Discussion
7. City Logo Options for Council Chambers

III. NON-ACTION ITEMS:

IV. ADJOURN

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

Below are the Procedural Rules of the Committee

The governing body encourages citizen participation in local governance processes. To that end, and in compliance with the Kansas Open meetings Act (KSA 45-215), you are invited to participate in this meeting.

The following rules have been established to facilitate the transaction of business during the meeting. Please take a moment to review these rules before the meeting begins.

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

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

G. **Addressing the Committee of the Whole.** Comment and testimony are to be directed to the Chair. Dialogue between and inquiries from citizens and individual Committee Members, members of staff, or the seated audience is not permitted. Only one speaker shall have the floor at one time. Before addressing Committee speakers shall state their full name, address and/or resident/non-resident group affiliation, if any, before delivering any remarks.

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

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

Date:

Committee/Department:

Item Type:

Details:

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Description

 August 20, 2018

Type

Cover Memo

GOVERNING BODY WORKSHOP AGENDA
Roeland Park City Hall
4600 W 51st Street, Roeland Park, KS 66205
Monday, August 20, 2018, 6:00 P.M.

- Mike Kelly, Mayor
- Becky Fast, Council Member
- Jennifer Hill, Council Member
- Tim Janssen, Council Member

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

- Keith Moody, City Administrator
- Jennifer Jones-Lacy, Asst. Admin.
- Kelley Bohon, City Clerk
- John Morris, Police Chief
- Jose Leon, Public Works Director

Admin

Kelly
Madigan

Finance

Thompson
Fast

Safety

McCormack
Janssen

Public Works

Poppa
Hill

CMBR Poppa called the meeting to order. CMBR Madigan was absent.

I. MINUTES

A. July 16, 2018

The minutes were approved as submitted.

II. DISCUSSION ITEMS

1. Presentation from Johnson County on 5-year Solid Waste Plan

Megan England, former Roeland Park Councilmember, was approved by the Council of Mayors to be on the Solid Waste Committee for Johnson County and represents cities of the second class. She said the Johnson County Landfill located in the City of Shawnee and is the largest landfill between Denver and Chicago and is owned and operated by Waste Management. Kansas state statute give to county and commission to help regulate the landfill. Johnson County takes this very seriously and has dedicated four full-time employees for their waste management program.

Ms. England showed a video to the Governing Body

<https://www.kshb.com/news/local-news/changes-in-china-affecting-kansas-city-recycling>

China is changing their standards of what they accept as recycling and Johnson County is asking for help from its cities as large amounts of recycling are contaminated with improper items especially from plastic grocery bags. Ms. England said the cities are being asked to put it on their radar for households to look at their solid waste.

CMBR Fast asked for the video to be put on Facebook and City's website and also asked for tips for residents on proper recycling.

Ms. England said all of the information can be found at www.recyclespot.org

Ms. Jones-Lacy said Roeland Park is participating in the recycling initiative and Johnson County received a grant focusing on plastic bag reduction. They are also creating campaign materials and they will be putting that in the newsletters. She also said there is an updated list of acceptable recyclables on the City's website.

Ms. England said the recycling centers vary in what they accept. There are three or four different collectors in the metro who have different ideas on what they will collect. She also said learning the different types of plastic is helpful. There is an education component to knowing what is acceptable and added that we are a long way from being acceptable to what China is now requiring.

CMBR Fast asked about the remaining time for the landfill and Ms. England said it is anticipated to be 2043 that it will be full. She said it is ideal to be able to divert items going into the landfill to be able to extend its useful life.

City Administrator Moody asked where the figure of seven pounds of waste per day per person came from in the news video. Ms. England said she would look into that figure and let them know.

CMBR Janssen asked if haulers use more than one MRF (Materials Recovery Facility) for their waste collection and Ms. England said they usually use one but there are several MRF's in the area.

CMBR Poppa thanked Ms. England for her presentation.

2. Review Agreement with Johnson County for Administration of Stormwater Best Management Practices Program

Public Works Director Leon presented the stormwater agreement with the county for review by the Governing Body. He also introduced Heather Schmidt and Lee Kellenberger from the Johnson County Stormwater Management Program who worked with him on this agreement. This is a program that SMAC has allocated funding for since 2011. Roeland Park was an early participant but had stopped participating the last couple of years as it was challenging to keep up with the program. Mr. Leon approached the county staff and the SMAC community to look for possible resources to help smaller communities like Roeland Park take part in the programming. He credited Ms. Schmidt who worked with Bridging the Gap to develop an agreement to staff this program for Roeland Park, Fairway and Westwood. The program helps reimburse stormwater-friendly items like rain barrels, tree plantings, pollinators/native plant gardens and rain gardens.

Mayor Kelly said it sounds like an exciting program and hopes the residents will participate. Public Works Director Leon said residents should contact Bridging the Gap or Roeland Park for assistance. There will also be a link on the website that gives further details.

There was agreement to move this item forward to the September 17th Consent Agenda.

3. Review Bids for Shade Structures at Granada Park

Public Works Director Leon showed color and texture samples of different materials for shade structures. Part of the objective for this year is to provide shade structures in Granada Park and R Park and in the future, the Aquatics Center. The Parks Committee likes the hyperbolic structure in the pearl onyx color. Staff issued an RFP to construct the shade structure and would recommend Play by Design. \$30,000 was budgeted for this item and it came in under \$13,000, which includes design and construction.

CMBR Hill expressed a concern about how dirty the shades will get. Public Works Director Leon said the structures will not be up all year round. They will go up in spring and be taken down late fall at which time they be cleaned and made ready for the next season. They anticipate the shade structures will last ten years, but they will budget in the CIP to purchase new ones every seven or eight years.

There was consensus to place this item on the Consent Agenda for the September 17th Council meeting.

4. Review Fall Leaf Pickup Schedule and Marketing Materials

Public Works Director Leon presented the new schedule and would put out marketing material and a brochure. They are also working on an informational video. Mr. Leon thanked Ms. Jones-Lacy for helping to put this together along with Beth the intern and Mr. Moody for his input. Mr. Leon then outlined the proposed schedule:

Leaf Collection Schedule

Monday—Friday: 7 a.m. - 5 p.m. and Saturday 7:30 a.m. - 3:30 p.m.

*November 5th – November 17th (1st Collection East side of Roe Blvd.)

*November 19th – December 1st (1st Collection West side of Roe Blvd.)

December 3rd – December 8th (2nd Collection See Map – Blue Area)

December 9th – December 15th (2nd Collection See Map – Orange Area)

December 17th – December 22nd (2nd Collection See Map – Green Area)

December 24th – December 29th (2nd Collection See Map – Yellow Area)

December 31st – January 5th (2nd Collection See Map – Purple Area)

January 7th – January 19th (3rd Collection West side of Roe Blvd.)

January 21st – February 2nd (3rd Collection East side of Roe Blvd.)

Mayor Kelly asked about staff working on the holidays. Public Works Director Leon said his staff will not be working on holidays, but working the sixth day on Saturday will help keep the schedule on track.

There was committee discussion of putting leaves on the sidewalks and the potential safety issues that brings as it may cause tripping hazards or force people to walk in the street. Mr. Leon said the arm of the leaf vac is 10 feet but feels that leaves on the sidewalk are a temporary obstruction.

CMBR Hill asked for Mr. Leon to address cars parked on the street when they come by to pick up leaves. Mr. Leon said they will document the addresses where they could not pick up and contact the resident so they'll know the reason why. With the new equipment, they will have the flexibility to drive by several times to see if they can pick up the leaves and will document their trips so they can keep track of that information.

City Administrator Moody added that they are not leaving hazardous waste in the right-of-way as leaves are a natural substance. He said they will get to them and that the new program overall is safer, more environmentally conscientious, lasts longer and gives people more of an opportunity to participate.

CMBR Poppa said he could see leaves having the potential of being on the sidewalk from November 5th to February 2nd and stated this poses a potential problem.

Ms. Jones-Lacy said they would put the date on the brochure of when residents can begin putting out their leaves.

Public Works Director Leon said they will mail the brochure in early September and again in October, as well as include it in the newsletter, put it on the City's website and finish making their video.

There was a majority consensus to have leaves placed behind the sidewalk if the sidewalk is next to the street.

* The first two weeks of the pickup schedule will be switched with the west side being first and the east side being second.

This item will be discussed further under New Business at the Council meeting following the Workshop.

5. Verizon Wireless Franchise Agreement

City Administrator Moody said Verizon is seeking a franchise from the City to install cabling in the ground or on poles. The agreement is consistent with the terms established with other franchise agreements for other telecommunications company in the City with anticipated collection of 5 percent of gross receipts.

This item was placed on the Consent Agenda for September 17th.

III. NON-ACTION ITEMS

There were no item discussed.

IV. ADJOURN

CMBR Poppa adjourned the meeting.

(Roeland Park Governing Body Workshop Adjourned)

Item Number: DISCUSSION ITEMS- II.-1.
Committee 9/17/2018
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 9/14/2018
Submitted By: Jose Leon, Director of Public Works
Committee/Department: Public Works
Title: **Council Recognition for Daniel Vandebos**
Item Type: Other

Recommendation:

Details:

On Tuesday, August 28th Roeland Park Public Works Equipment Operator Daniel Vandebos competed in the National Rodeo Competition at the PWX Convention in Kansas City, Missouri. Daniel placed 2nd out of 51 contestants. The contestants came in town to compete from New York, Texas, California, Tennessee, Kentucky, Idaho, and so many other locations around the nation, which each state sending their best operators. Daniel's second place finish affirms the quality and skilled individuals we have here in Roeland Park Public Works department. Congratulations Daniel!

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Daniel Vandebos	Cover Memo
<input type="checkbox"/> Daniel Vandebos	Cover Memo





Item Number: DISCUSSION ITEMS- II.-2.
Committee 9/17/2018
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 9/17/2018
Submitted By: Beth Pauley, City Management Intern
Committee/Department: Admin
Title: **Presentation on Branding Launch Plan**
Item Type: Presentation

Recommendation:

For informational purposes only.

Details:

Attached is a presentation on the branding launch and implementation plan. The outline was originally provided by Benedictine College. The presentation shares how to implement some of those action items and provides insight on how to continue the rebranding effort in the future.

How does item relate to Strategic Plan?

This presentation supports Strategic Plan Goal no. 3 to market Roeland Park to increase awareness and promote a positive image.

How does item benefit Community for all Ages?

The "resident profile section" described in the presentation highlights residents from all ages including recent college grads, young families and long-time residents and empty nesters.

Additional Information

N/A

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Branding Implementation Plan	Cover Memo

Item Number: DISCUSSION ITEMS- II.-3.
Committee 9/17/2018
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 9/13/2018
Submitted By: Jose Leon, Director of Public Works
Committee/Department: Public Works
Title: **2019 NSRP Rosewood Street - Sidewalk Location Recommendation**
Item Type: Discussion

Recommendation:

Staff recommends for the Governing Body to provide support for the sidewalk construction on the east side of Rosewood Street, between 55th & Alder.

Details:

Staff and our engineers have begun working through options for sidewalk placement for our 2019 Neighborhood Street Reconstruction Project (NSRP). Rosewood Street, between 55th and Alder has been surveyed and studied by our engineers. The east side of the street makes the most sense for sidewalk location for the following reasons:

- Utility Impacts are extremely minimal
- Landscaping and Tree Impacts are minimal. Zero trees will need to be removed, but a couple will need to be protected.
- Drive slopes will be easier to maintain a comfortable slope with less easement impacts.

Utility conflicts can raise the price of construction and slow the construction process down. Landscaping and trees are sensitive items to impact for home owners and the least we can impact, the better. Finally, driveway slopes for sidewalk construction are required to be less than 2% grade cross slope through the drive apron. The east side allows for us to comfortably construct the sidewalk and obtain minimal easement from property owners to do so.

With all these items considered, staff would like the governing body to provide support to continue engineering the street reconstruction with the sidewalk located on the east side. Once staff

receives the governing body support, we will schedule a public meeting to meet and discuss the sidewalk location and overall project with the residents along Rosewood Street.

Staff highly encourages the governing body members to attend the meeting when it is scheduled.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description		Type
	Letter from Engineer	Cover Memo
	Plan Sheet with Sidewalk	Cover Memo



9001 State Line Road, Suite 200
Kansas City, Missouri 64114
P: 816.361.0440 | F: 816.361.0045
www.LRA-inc.com

September 4, 2018

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

Re: 2019 NSRP – Rosewood Street Improvements
Sidewalk Location Recommendation Letter

Dear Mr. Leon:

Three proposed sidewalk locations were contemplated to evaluate impacts to residences and existing utilities within right-of-way. The locations were on the west side of the street adjacent to curb, the east side of the street adjacent to curb, and the east side of the street with a 5-ft greenspace buffer between the curb and sidewalk. The pros and cons of each scenario are described below:

West Side – The steepest driveways on the project are on the west side of the street, near Alder Drive. Utilities are also predominately located on the west side: google fiber line, water main with fire hydrants, and four street lights occupy the right-of-way. Driveway grades are flatter near the south end of the project towards 55th Street, however driveway adjustments at the north end would be steeper than the existing condition. 13 temporary construction easements would be anticipated on the east side and 10 on the west side.

East Side – Existing driveway grades are relatively consistent on the east side, with the steepest drives being located at the south end of the project. There are limited utilities on the east side with google fiber service boxes and water meters within or directly adjacent to right-of-way. Some larger trees are located within right-of-way at the south end, but modular tree walls could allow them to remain. Some conflict with tree roots is expected and we recommend an evaluation of the trees relative to the sidewalk location by a forester. 19 temporary construction easements would be anticipated on the east side and 2 on the west side.

East Side (with buffer) - Providing a greenspace buffer between the back of curb and sidewalk does reduce the undulating effect of the sidewalk ramp elevations at driveways, however this pushes the sidewalk into many of the existing water meters. Some driveway replacements would extend further, as this would limit the maximum grade differential from the street curb to right-of-way. All driveways would have a consistent slope from the driveway curb to the street of approximately 10%. The larger trees at the south end of the project would have to be removed. 21 temporary construction easements would be anticipated on the east side and 2 on the west side.

LAMP RYNEARSON COMPANIES



After review of the field survey and these three scenarios, Larkin Lamp Ryneearson recommends locating the sidewalk on the east side of the street behind the curb and gutter. This will limit the number of driveways on the project that get steeper from the existing condition, minimize utility relocations, and help to preserve existing landscaping and mature trees.

If you have any questions, or need additional information, please contact me at 816-823-7239.

Sincerely,

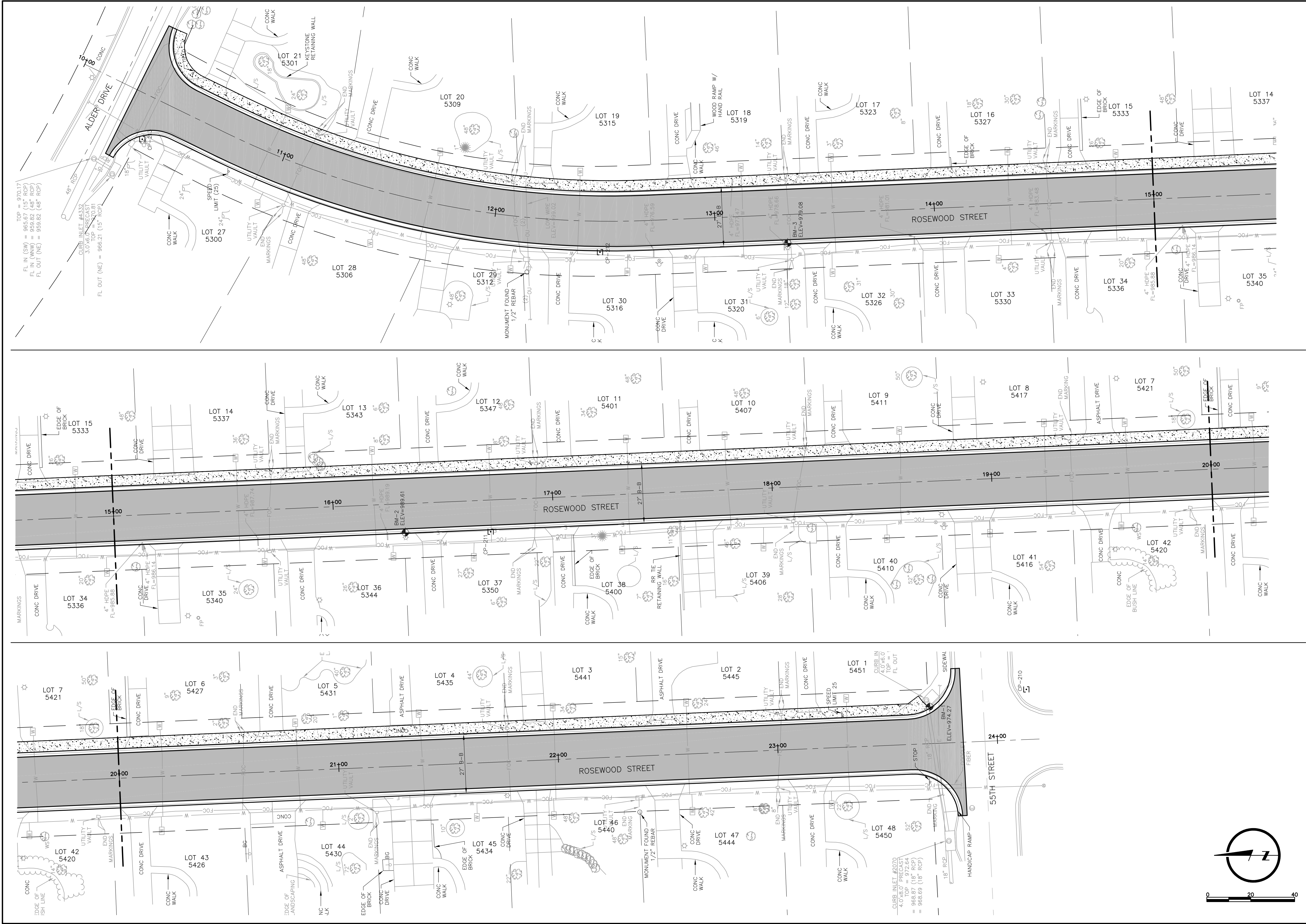
LARKIN LAMP RYNEARSON

A handwritten signature in blue ink, appearing to read "Dan McGhee". The signature is fluid and cursive, with a large initial "D" and "M".

Dan McGhee, P.E.
Senior Project Manager

CC: Project File
Email C: Dan Miller, Larkin Lamp Ryneearson

L:\Engineering\0318001.03 Rosewood Park, KS 2019 NSRP DRAWINGS\BASE MODELS\0318001.03 - BASE.dwg, 9/4/2018 10:45:12 AM, DAN MCGHEE, LAMP RYNEARSON & ASSOCIATES



PERSONS	DESIGNED BY	MDM
	DATE	SEP 2018
	JOB NUMBER-TASKS	0318001.03
	BOOK AND PAGE	
9001 State Line Fld, Suite 200 Kansas City, Missouri 64114 www.LRA-inc.com		
LARKIN / LAMP RYNEARSON		
ROSEWOOD STREET IMPROVEMENTS ROELAND PARK, KANSAS		
OVERALL PLAN		
PRELIMINARY		
PRELIMINARY MARK DANIEL MCGHEE JR. 20773		
SHEET		
1 OF 1		

Item Number: DISCUSSION ITEMS- II.-4.
Committee 9/17/2018
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 9/14/2018
Submitted By: Jose Leon, Director of Public Works
Committee/Department: Public Works
Title: **Public Works Quarterly Progress Report**
Item Type: Presentation

Recommendation:

Staff will deliver a presentation of public works accomplishments and tasks from January 1st, 2018 to date.

Details:

Mayor Kelly requested Public Works provide quarterly updates on time spent on tasks. Director of Public Works is presenting on 2018 time spent to date and status of work accomplishments. These reports will be generated quarterly going forward.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
Public Works Presentation	Presentation

Quarterly Review of Public Works



Staff

City Administrator



Jose Leon,
Director of Public Works



Donnie Scharff,
Superintendent



New Employee



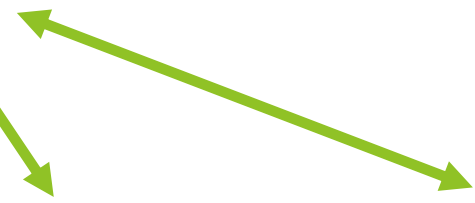
Frankie Reeves



Doug Thorell



Daniel Vandebos



Kyle Keeney

(Five Equipment Operators)

Responsibilities - Operations & Management

- City Parks Greenspace Maintenance and Preservation (30%)
- In-House Street Maintenance (30%)
- Contract Street Maintenance Management
- Stormwater Maintenance (street sweeping, etc) (11%)
- Traffic Maintenance (1%)
- Street Light Maintenance Contract Management
- Building Maintenance (4%)
- CIP Project Management
- Right of Way Management
- Snow and Ice Control Management (4%)
- Leaf Program
- Forestry and Tree Maintenance (3%)
- Fleet Management (7%)
- Asset Management and GIS Mapping
- On-Call Engineer Management
- Citizen Requests
- Emergency Response



Percentage of time only includes Operators and Superintendent time. January 1st to August 31st

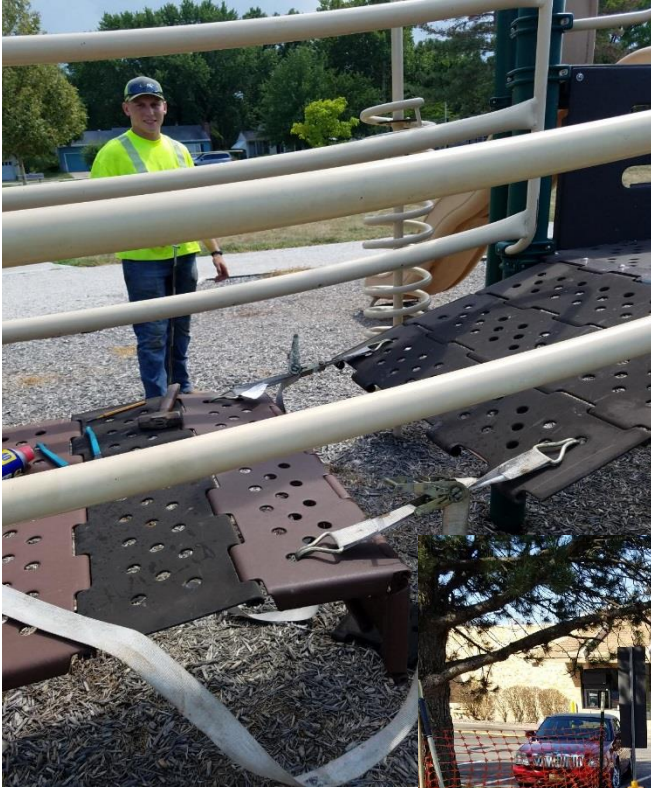


Parks Maintenance and Improvements

- Moved Art to Carpenter Park
- New Soccer Nets at R Park
- New playground ladder at Granada Park
- 16 High Frequency Park Safety Inspections
- 6 Low Frequency Park Safety Inspections
- New benches and trash receptacle
Carpenter Park



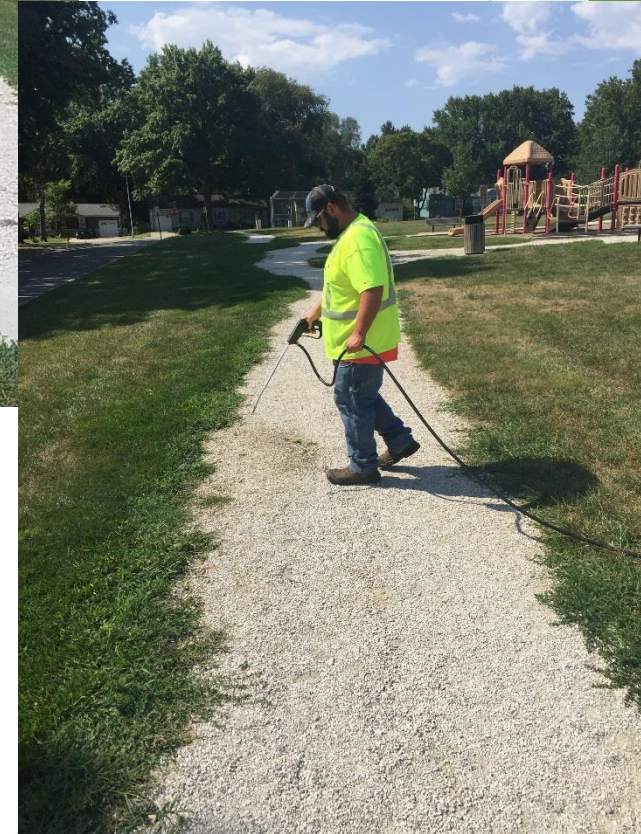
Parks Maintenance and Improvements



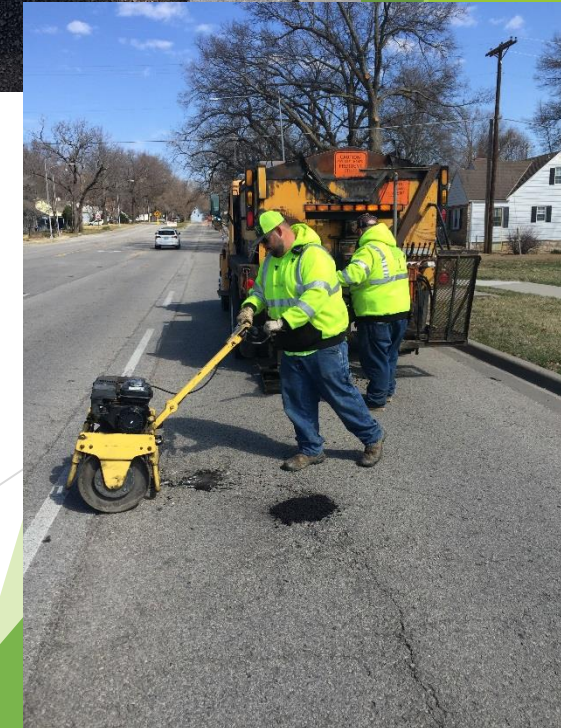
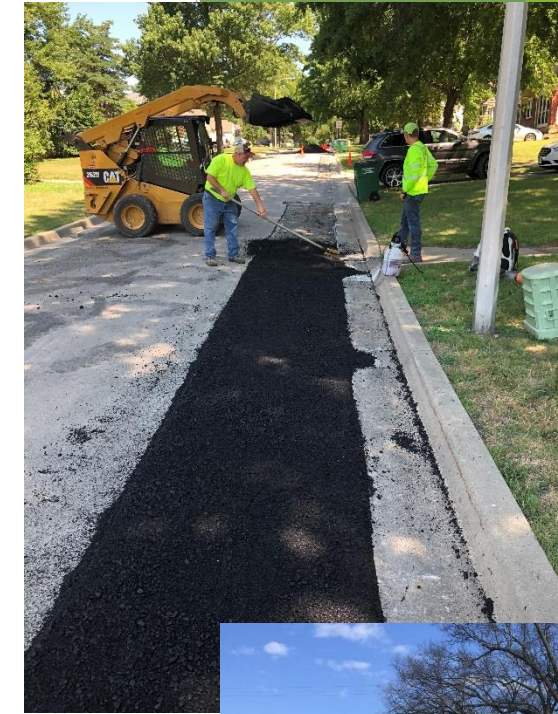
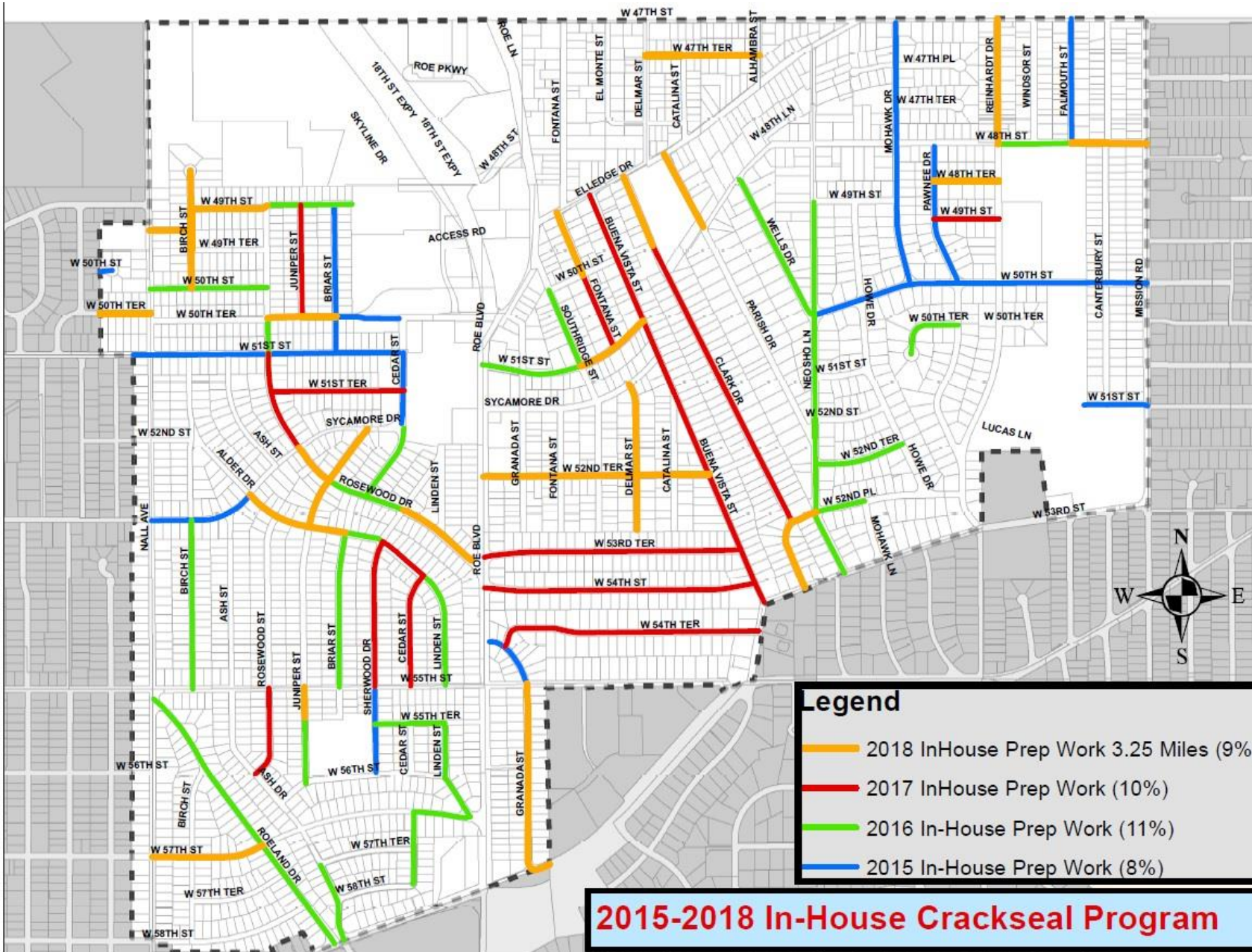
- New walking Planks at R Park playground
- New benches at Granada Park
- New bench at R Park
- Fix trail at Nall Park

Parks Maintenance and Improvements

- Planted 4 tree donations
- Manage mowing Contractor
17 Mowings
- Other weekly/monthly
general maintenance to parks
and green spaces

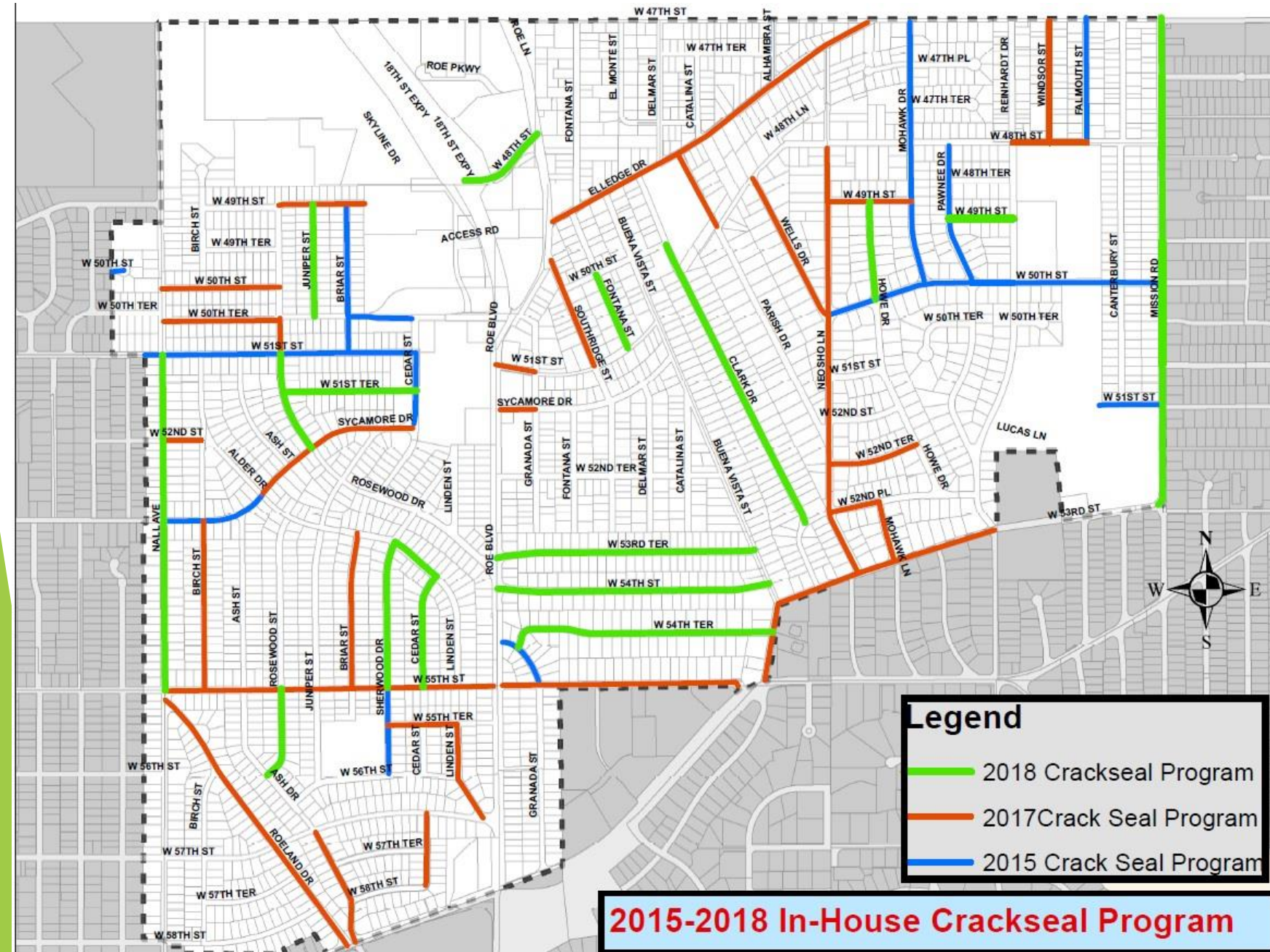


In-House Street Maintenance



- 2010 thru 2014 - 0% Complete
- Goal = 4 Miles (12%)
- Actual = 3.25 Miles
- 416 Tons asphalt
- Curb Patching
- Pothole Repair

In-House Street Maintenance

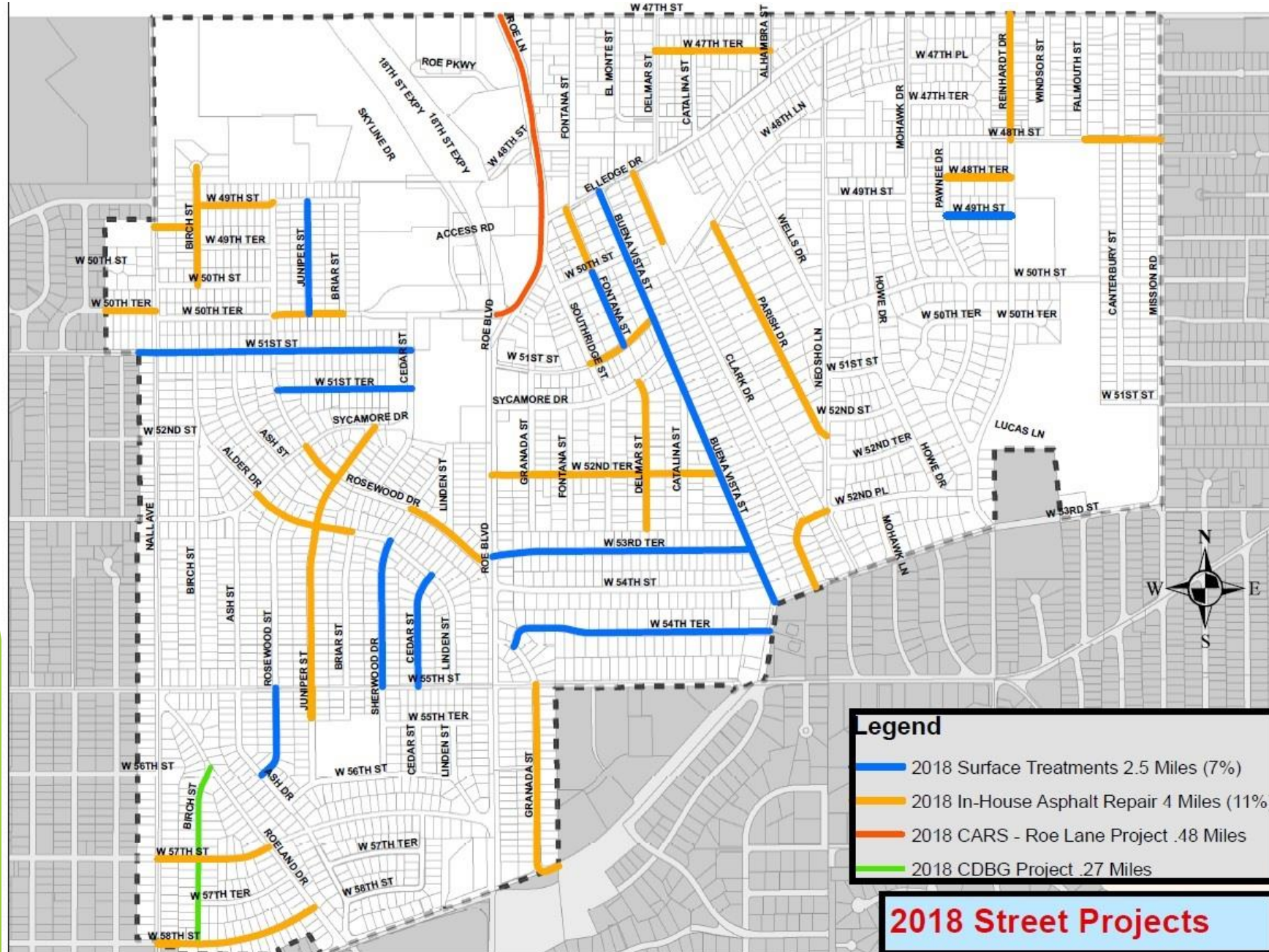


- 2010-2012 - 0% Complete
- 2013-2014 - <2%
- 2015 - 7%
- 2016 - 0%
- 2017 - 17%
- 2018 - 12%
- Preventative Maintenance Method



Contracted Street Maintenance

- 2018 CARS - Roe Lane Project
- 2018 CDBG - Birch Street & Sidewalk
- 2018 Curb Repair Program
- 2018 Street Maintenance
 - UBAS
 - Chipseal



Contracted Street Maintenance



- 2018 UBAS - Complete
- 2018 Chipseal - Complete
- 2018 Curb Repair - 80% Complete

CIP Project Management

- 2018 CARS - 70% Complete
- 2018 CDBG - Beginning Very Soon
- 2019 CARS - Design Beginning late 2018
- 2019 Street Construction - Design underway
- 2020 Roe Blvd - Preliminary Design Complete



CIP Project Management

- 2018 R Park Tennis Courts - Complete
- 2018 Nall Park Trail - Complete



Traffic Maintenance

- Roesland Elementary School Crossing
- St. Agnes Elementary School Crossing
- Stop Bars and Crosswalks Maintenancecoming soon.



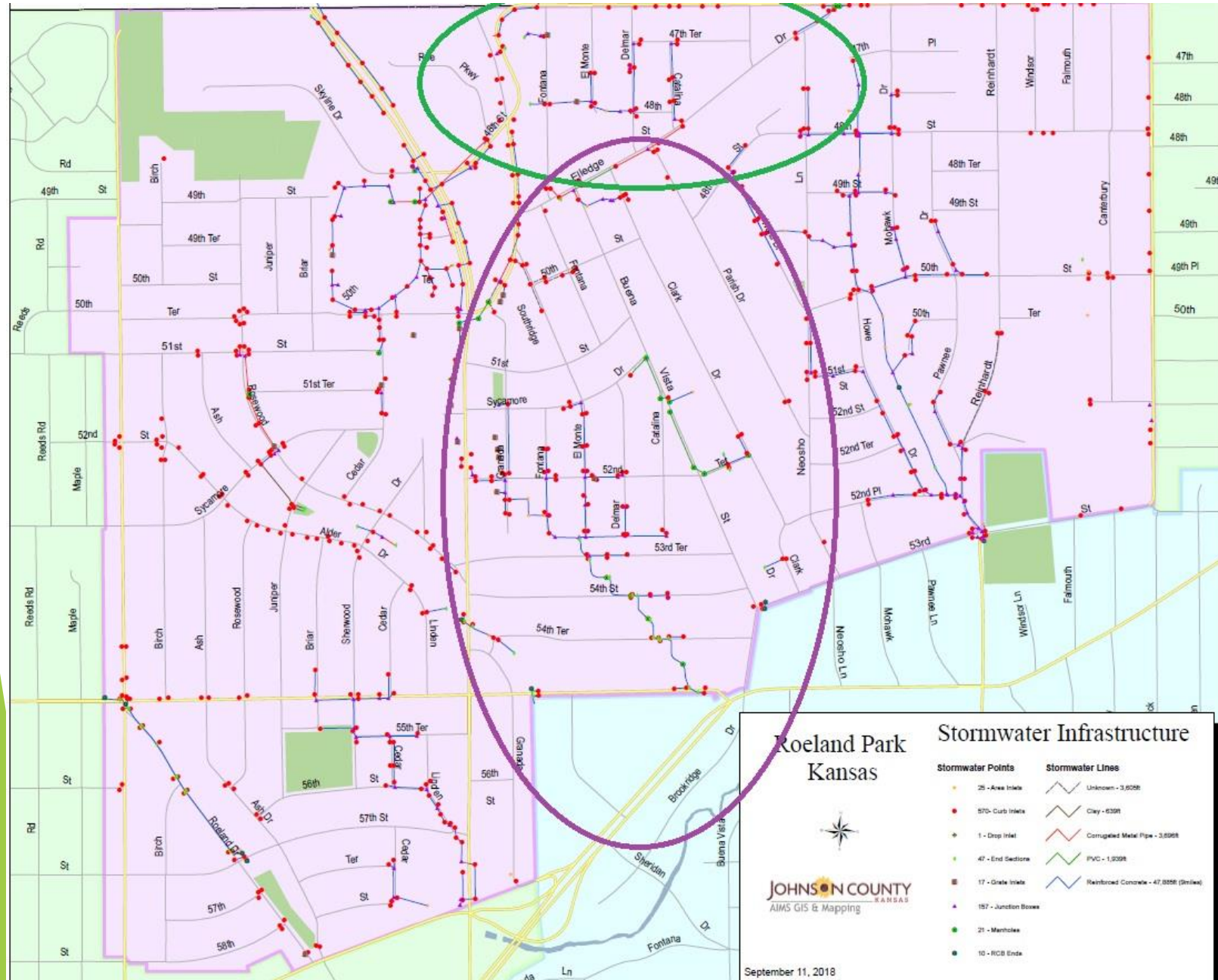
Stormwater Maintenance & Street Sweeping

- Bi-Monthly Street Sweeping Schedule (March, May, July, September.....)
- Vegetated City owned Ditch Cleanout - Phase 1 Complete
- Rain Garden Removal (54th & Granada) - Complete
- Phase 2 - Winter 2019



Stormwater Pipe Inspections

- First Phase underway - 25% Complete
- 2017 Council Objective
- Locating stormwater infrastructure and assessing it
- 11 Miles Pipe (There is more to be found)
- 848 Structures (inlet, manholes, etc)



Line Type:	Round Pipe
Material:	Corrugated Metal Pipe
Pipe Shape:	Round
Diameter (if round):	21
Width:	
Height:	
RCB Cells:	
Length:	
Slope:	
Downstream Structure:	346
DS Invert Elevation:	
Upstream Structure:	850
US Invert Elevation:	
Last Inspection Date:	
Condition:	Poor
Owner:	City of Roeland Park
Year Constructed:	
Comment:	Estimate on layout

Edited by HRABE on 9/4/18 at 9:19 AM

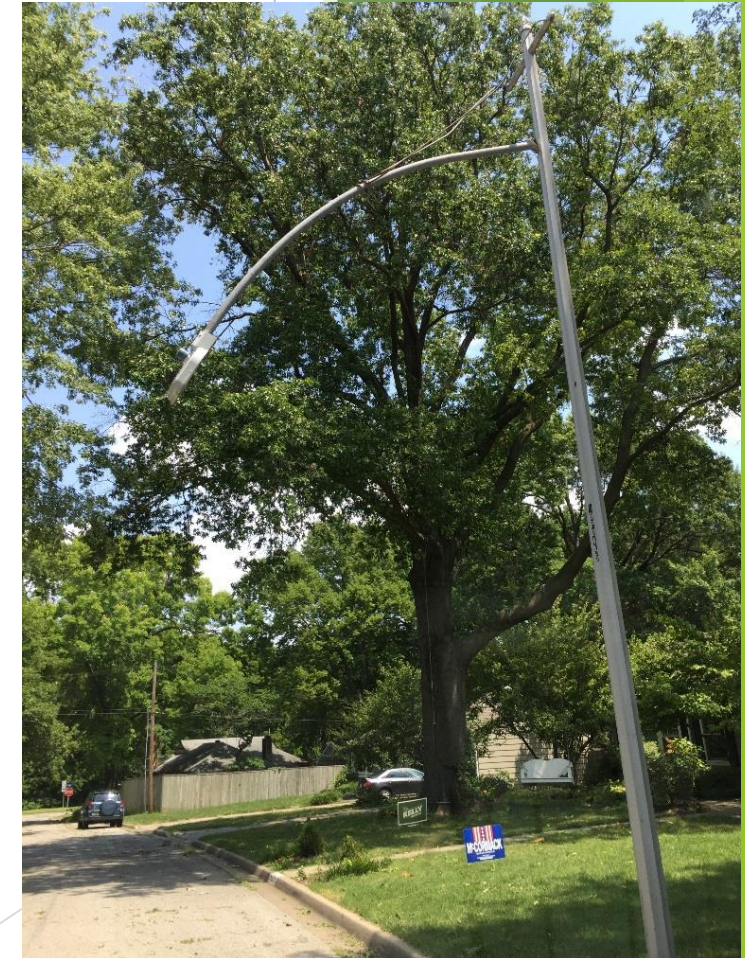
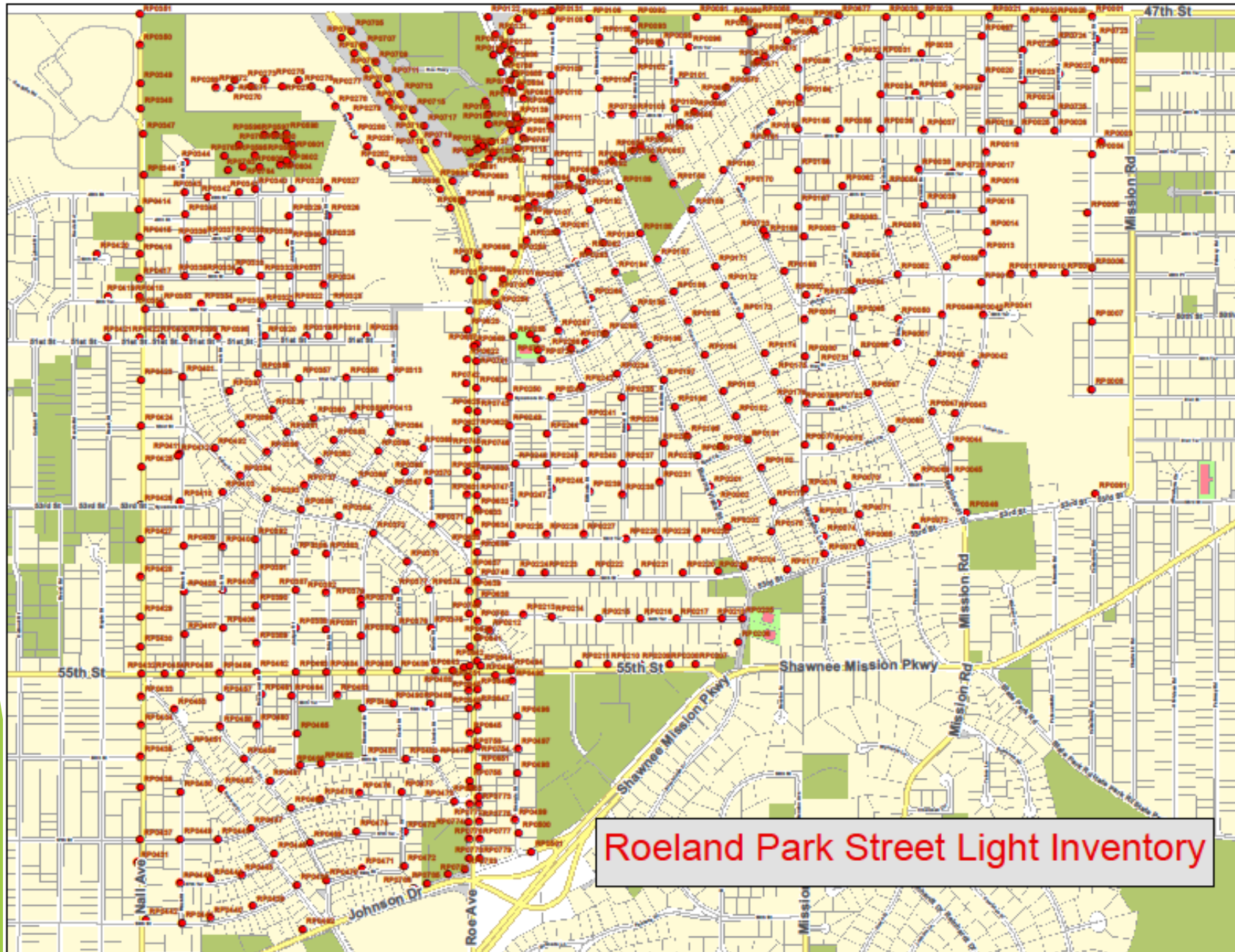
Right of Way Management

- 63 permits approved and managed
- Mobilitie Franchise Agreement Approved
- Verizon Franchise Agreement - Pending



Streetlight Maintenance & Repair

- Black & McDonald is Contractor
- 5 Repairs to knockdowns, cable cuts, and underground feeds
- 12 Repairs for general maintenance



Streetlight Tree Trimming - Complete

- 2018 Council Objective
- Approx. 77 streetlights had trees trimmed around them



Leaf Program

- Schedule set and approved by Council
- Leaf Vacuum Truck delivered
- Marketing Brochure complete, video on the way!



Council Objectives & Other Items

- City Way Finding System (Council Objective) - Signs delivered in October 2018
- R Park and Granada Park Shade Structures (Council Objective) - Construction starting soon
- Street Maintenance Attachments and Trailer (Council Objective) - 90% complete
- Removal of Public Art (Council Objective) - 30% complete
- R Park Phase Development Plan (Council Objective) - Starting September 2018
- Dead Tree Removal Nall Park (Council Objective) - Complete
- Emergency Response Benefit - Complete
- Find new location for Public Works (Council Objective) - In Progress
- Adopt An Island Program - In Progress
- R Park Arboretum - October 2018



Questions



Item Number: DISCUSSION ITEMS- II.-5.
Committee 9/17/2018
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 9/14/2018
Submitted By: Jose Leon, Director of Public Works
Committee/Department: Public Works
Title: **2018 Stantec Contract for Street Condition Assessment**
Item Type: Agreement

Recommendation:

Staff recommends for Council to approve the Stantec agreement for pavement condition assessment at a cost not to exceed \$16,200.00

Details:

In 2015, the City invested in street assessment by Stantec. Staff used the information to develop a proper street maintenance program and funding structure to provide maintenance to City streets. Since 2015, the City has strived to maintain nearly 12% of streets a year. This equals 4 miles of the City's road network.

Re-assessing the streets will allow staff to properly monitor the efforts from the previous 3 years and adjust our street maintenance program as needed. Staff has negotiated these services with Stantec to also include Sign/Support Inventory and Curb & Gutter Inventory.

The cost breakdown is:

Street Assessment - \$8,000
Sign Inventory - \$5,000
Curb & Gutter Inventory - \$3,200

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Additional Information

The sign inventory will be mapped for staff to be able to identify any and all signs in the right of way. This will assist staff in identify more sign need or sign replacement. Curb and Gutter inventory and assessment will allow staff to match the curb work with street work.

ATTACHMENTS:

Description	Type
▢ Stantec Quote	Cover Memo
▢ Stantec Agreemeent for Services	Cover Memo

AUTOMATED PAVEMENT CONDITION SURVEY AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2018, by and between the CITY OF ROELAND PARK, KANSAS, hereinafter referred to as City, and _____, hereinafter referred to as Contractor. It is the intention of the City to use the services of Contractor to provide services for City as outlined in this Agreement.

SECTION I - SCOPE OF WORK

The services shall consist of the work as set forth in the Contractor's quotation for services, dated September 12, 2018 for Automated Pavement Condition Survey (hereinafter, the "Services"), a copy of which is attached hereto and incorporated by reference herein as Exhibit A.

SECTION II - COMPENSATION

The City agrees to pay Contractor the total amount of \$ \$16,200 for the Services specified under this Agreement.

City agrees to remit payment for each valid invoice received and approved by the Public Works Director or his/her designee within thirty (30) days of receipt of invoice.

City may request that Contractor perform work beyond, outside of, or in addition to the Scope of Work specified in this Agreement and such work shall be designated "Additional Services." City and Contractor shall negotiate a Scope of Work and compensation for such Additional Services, and the Scope of Work and compensation shall be reflected in a supplemental agreement. The terms and conditions of this Agreement shall apply to any Additional Services provided by the Contractor.

SECTION III – AGREEMENT TERM

The term of this Agreement shall be for 90 days after September 12, 2018.

SECTION IV - TERMINATION FOR CONVENIENCE

Notwithstanding the provisions of Section III herein, the City may, at any time, terminate this Agreement in whole or in part for the convenience of the City. City shall give written notice at least thirty (30) days in advance of the termination to Contractor specifying that the Agreement or a designated part thereof shall be terminated and when termination becomes effective. Contractor shall incur no further obligations to the City in connection with the termination of Services. On the date set forth in the written notice, Contractor shall stop Services on behalf of the City to the extent specified and shall invoice the City for Services provided to that date. The City shall compensate the Contractor for all Services satisfactorily completed to date of its receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed.

SECTION V - TERMINATION FOR CAUSE

If either party is violating any of the conditions of this Agreement, the other party may serve written notice of its intention to terminate the Agreement. Unless within thirty (30) days after the serving of the notice a satisfactory arrangement has been made to remedy the breach, this Agreement shall terminate.

AUTOMATED PAVEMENT CONDITION SURVEY AGREEMENT

SECTION VI - DISPUTE RESOLUTION

City and Contractor agree that disputes relative to this Agreement should first be addressed by good faith negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Contractor shall proceed with the Services as per this Agreement as if no dispute existed; and provided further that no dispute will be submitted to arbitration without the parties' express written consent.

SECTION VII - INDEPENDENT CONTRACTOR

Contractor is an independent contractor and as such neither Contractor nor its personnel are agents or employees of the City.

SECTION VIII – TAXES

Contractor is responsible for payment of any and all federal, state, and local taxes. Contractor is entitled to apply for any tax credits applicable to or in relation to its services and shall be entitled to provide such information as may be required by the relevant tax authority to the authority.

SECTION IX - SUBCONTRACTORS

Contractor shall not subcontract portion of the Services to be provided under this Agreement.

SECTION X – INDEMNIFICATION

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

The total amount of all claims the City may have against the Contractor under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees or \$10,000. As the City's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against the Contractor and not against any of the Contractor's employees, officers or directors. Neither the City nor the Contractor shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

SECTION XI- INSURANCE REQUIREMENTS

(A) General -

The Contractor shall secure and maintain, throughout the duration of this contract, insurance (on an occurrence basis unless otherwise agreed to) of such types and in at least such amounts as required herein. Contractor shall provide certificates of insurance and renewals thereof on forms provided by the City. The

AUTOMATED PAVEMENT CONDITION SURVEY AGREEMENT

City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the Certificate.

(B) Notice of Claim Reduction of Policy Limits -

The Contractor, upon receipt of notice of any claim in connection with the contract, shall promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability.

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

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 balance of the project, the Contractor shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

(C) General Liability -

The Commercial General Liability insurance coverage that is to be provided by Contractor shall comply with appropriate section. Such insurance shall specifically insure the contractual liability assumed by the Contractor under SECTION IX of this Agreement.

MINIMUM INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY POLICY

(Complete Certificate "Form B")

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

Policy must include the following conditions:

- a) Broad Form Contractual/Contractually Assumed Liability
- b) Independent Contractors
- c) Broad Form Property Damage

(D) Automobile Liability -

Policy shall protect the Contractor against claims for bodily injury and/or property damage arising from the ownership or use of all owned, hired, and/or non-owned vehicles and must include protection for either:

- (a) Any Auto

OR

- (b) All Owned Autos;
Hired Autos; and
Non-Owned Autos.

Limits of liability protection required are the SAME as the limits for the Commercial General Liability section. Policy shall insure the contractual liability assumed by the Contractor.

AUTOMATED PAVEMENT CONDITION SURVEY AGREEMENT

(E) Workers' Compensation and Employer's Liability -

This insurance shall protect the Contractor against all claims under applicable state Workers' Compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law. The policy shall include liability limits not less than the following:

<u>Workers' Compensation:</u>	Statutory
<u>Employer's Liability:</u>	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

(F) Industry Ratings –

The City will only accept coverage from an insurance carrier who offers proof that it:

- (1) Is licensed to do business in the State of Kansas;
- (2) Carries a Best's policy holder rating of B+ or better; and
- (3) Carries at least a Class X financial rating.

OR

Is a company mutually agreed upon by the City and Contractor.

(G) Subcontractors' Insurance - If part of the Agreement is to be sublet, Contractor shall either:

- *Cover all subcontractors in its insurance policies, or
- *Ensure that each subcontractor not so covered to secure insurance which will protect subcontractor against all applicable hazards or risks of loss as and in the minimum amounts designated.

Whichever option is chosen, Contractor shall indemnify and hold harmless the City as to any and all damages, or losses, including reasonable attorney's fees, arising out of the negligent acts or omissions of its subcontractors.

SECTION XII - NON-DISCRIMINATION AND OTHER LAWS

(A) The Contractor agrees that:

1. The Contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of Services under the present Agreement

AUTOMATED PAVEMENT CONDITION SURVEY AGREEMENT

because of race, religion, color, sex, disability, national origin, ancestry, age, veteran status, gender identity, and sexual orientation.

2. In all solicitations or advertisements for employees, the Contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission (Commission);
3. If the Contractor fails to comply with the manner in which the Contractor reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Contractor shall be deemed to have breached the present Agreement and it may be cancelled, terminated, or suspended, in whole or in part, by the contracting agency;
4. If the Contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the Contractor shall be deemed to have breached the present Agreement and it may be cancelled, terminated, or suspended, in whole or in part, by the contracting agency; and
5. The Contractor shall include the provisions of subsections (A)(1) through (4) in every sub Agreement or purchase order so that such provisions will be binding upon such subcontractor or vendor.

The provisions of this section shall not apply to an Agreement entered into by a Contractor:

- (a) Who employs fewer than four employees during the term of such contract; or
 - (b) Whose contracts with the City cumulatively total \$5,000 or less during the fiscal year of the City.
- (B) The Contractor further agrees that the Contractor shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision in the Americans With Disabilities Act (42 U.S.C. 1201 et seq.) as well as all federal, state, and local laws, ordinances, and regulations applicable to this project and to furnish any certification required by any federal, state, or local governmental agency in connection therewith.

SECTION XIII - PROHIBITION AGAINST CONTINGENT FEES

Contractor warrants that it has not employed or retained any person, firm, or corporation, other than a bona fide employee working solely for Contractor, to solicit or secure the awarding of this Agreement based upon an arrangement that the person, firm, or corporation would receive any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award of this Agreement. For the breach or violation of the foregoing provision, the City shall have the right to terminate the Agreement without liability and, at its discretion to deduct from the Agreement price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

SECTION XIV - ASSIGNMENT

Parties hereto agree that neither shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other and further agree that this Agreement binds the parties, their successors, trustees, assignees, and legal representatives.

AUTOMATED PAVEMENT CONDITION SURVEY AGREEMENT

XV - PRIOR VERBAL OR WRITTEN STATEMENTS NOT BINDING

It is understood and agreed that the written terms and provisions of this Agreement shall supersede all prior verbal and written statements of any and every official and/or other representative of the City and Contractor and such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any way whatsoever, the written Agreement. In the event that the City issues a purchase order, work order, invoice, or similar document relating to services performed, such purchase order or similar document shall be for the City's administrative purposes only and will not supplement, supersede, modify, or affect any of the terms and conditions set forth herein.

SECTION XVI - APPLICABLE LAW, NONWAIVER

This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Kansas. The waiver of or failure to enforce any term or condition of this CONTRACT shall not be construed as a waiver of any other term or condition. If any provision is held to be unenforceable by a court or other tribunal, the enforceability of the other provisions shall not be affected.

SECTION XVII – BUDGET/CASH BASIS LAW

The City is obligated only to make payments under this Agreement as may be lawfully made from funds budgeted and appropriated for the purposes as set forth in this Agreement during the City's current (2018) budget year. In the event the City does not so budget and appropriate the funds, the parties acknowledge and agree that they shall be relieved from all obligations, without penalty, under this Agreement. The City shall provide notice to Contractor in the event the City fails to appropriate funds, and in such event Contractor's obligations under the Agreement shall immediately cease, except for completion of any services paid in advance if any.

TITLE XVIII - SEVERABILITY CLAUSE

Should any provision of this Agreement 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 Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

SECTION XIX – ENTIRE CONTRACT

The terms and conditions contained herein including any exhibits, constitutes the entire and exclusive Agreement between the Parties. The Contractor's quotation for services are hereby fully incorporated by reference and made a part of this CONTRACT. In the event of a conflict between any terms or conditions in this CONTRACT, and the Contractor's quotation for services, the terms and conditions of the Agreement shall take precedence.

SECTION XX - EXECUTION OF CONTRACT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officials on the day and year first above written.

AUTOMATED PAVEMENT CONDITION SURVEY AGREEMENT

ATTEST:

CITY OF ROELAND PARK, KANSAS

Kelley Bohon
City Clerk

Keith Moody
City Administrator

APPROVED AS TO FORM:

Steve Mauer
City Attorney

Contractor

President or corporate representative

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

BE IT REMEMBERED that on this _____ day of _____, 2018, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____,

President of _____ a corporation duly organized, incorporated, and existing under and by virtue of the laws of _____, who are personally known to me to be such officer and who are personally known to me to be the same person who executed as such officer the within instrument on behalf of said Corporation, and such person duly acknowledged the execution of the same to the act and deed of said Corporation.

IN WITNESS WHEREOF, I have here unto subscribed my name and affixed my official seal the day and year last above written.

Notary Public

My Appointment Expires _____

(If the AGREEMENT is not executed by the president of the corporation or general partner of the partnership, please provide documentation which authorizes the signatory to bind the corporation or partnership.)

AUTOMATED PAVEMENT CONDITION SURVEY AGREEMENT

EXHIBIT A

1. Contractor's quotation for services

Item Number: DISCUSSION ITEMS- II.-6.
Committee
Meeting Date: 9/17/2018



City of Roeland Park

Action Item Summary

Date: 9/11/2018
Submitted By: Staff
Committee/Department: Admin.
Title: **October 29th Community Forum Topic Discussion**
Item Type: Discussion

Recommendation:

Ward 1 select a Community Forum topic.

Details:

The idea of having this forum serving as an open house or presentation opportunity for the different volunteer committee's has been discussed but no formal direction established.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Item Number: DISCUSSION ITEMS- II.-7.
Committee 9/17/2018
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 8/31/2018
Submitted By: Keith Moody
Committee/Department: Admin.
Title: **City Logo Options for Council Chambers**
Item Type: Other

Recommendation:

Staff is looking for direction from council on replacing the old logo with the new logo in the council chambers.

The council has selected a preferred concept, three variations of that concept are attached for your consideration.

Details:

As part of the branding implementation program staff is changing out the old logo with the new logo through out the community. One of the more visible symbols is the logo on the wall in the council chambers.

Per direction provided at the previous workshop the preferred concept has been refined with 3 variations attached for your consideration. Also attached is a cost estimate for each of the 3 variations (cost estimate for item 1 correlates to the first variation shown on the attachment).

An option for the existing logo would be to display it as a permanent art piece and compliment to the George Schlegel Art Gallery Plaque in the entry to the Council Chambers.

\$24,000 is allocated to the branding implementation objective for 2018. This expense will be charged to that objective's budget. City flags (\$650), vehicle and equipment decals (\$2,500), and building signage (\$3,000) are other items being purchased with these funds.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description		Type
<input type="checkbox"/>	Variations from Midtown on Preferred Concept	Cover Memo
<input type="checkbox"/>	Cost Estiamate for Variations	Cover Memo

**Midtown Signs, LLC**

2416 S 8th Street
Kansas City, KS 66103
Ph: (816) 561-7446
FAX: (913) 766-1470
Email: sales@midtownsigns.com
Web: http://www.midtownsigns.com

Estimate #: 18698

Page 1 of 2

Created Date:	8/24/2018 11:27:00AM	Prepared For:	City of Roeland Park Kansas
Salesperson:	Dennis Baughman	Contact:	Kieth Moody, Director of Public Works
Email:	dennis@midtownsigns.com	Office Phone:	(913) 722-2600
Office Phone:	(816) 561-7446	Email:	kmoody@roelandpark.org
Office Fax:	(913) 766-1470	Address:	4600 West 51st Street
Entered by:	Karen Flanagan		Roeland Park, KS 66205

Description: COUNCIL CHAMBER SIGN

Dear Kieth Moody,

Midtown Signs, LLC thanks you for allowing us the opportunity to provide you with an Estimate for this project. * **IMPORTANT PLEASE NOTE: The costs listed on this estimate is ONLY guaranteed for TEN (10) days due to cost fluctuation caused by the Duty on Imports of Steel and Aluminum Articles under Section 232 of the Trade Expansion Act of 1962. The cost listed on this estimate may vary plus 10% to 25% of the final cost.

A Sales Agreement will be issued with the final cost and MUST be signed the same day to guarantee prices. It does NOT include permits or installation costs UNLESS otherwise stated in the Estimate and/or shown as a separate line item.

TO PROCEED WITH THIS ESTIMATE PLEASE SIGN THE BOTTOM AND FAX TO 913-766-1470 -OR- Email dennis@midtownsigns.com. All jobs require signature approval of Estimate and Production Art Proof. If you have any questions about this, please give me a call at 100.

Regards,

Dennis Baughman
dennis@midtownsigns.com

		Quantity	Price	Unit Price	Subtotal
1	Product: Custom Fabricated Sign Description: PAGE 1 OF 3 (refer to .pdf proposal drawing) REMOVAL AND INSTALL INCLUDED Does not include any patching or painting of the wall. NEW LOGO AND LETTERS	1	\$2,438.60	\$2,438.60	\$2,438.60
		Quantity	Price	Unit Price	Subtotal
2	Product: Custom Fabricated Sign Description: PAGE 2 OF 3 (refer to .pdf proposal drawing) REMOVAL AND INSTALL INCLUDED Does not include any patching or painting of the wall. NEW LOGO AND LETTERS	1	\$1,991.62	\$1,991.62	\$1,991.62
		Quantity	Price	Unit Price	Subtotal
3	Product: Custom Fabricated Sign Description: PAGE 3 OF 3 (refer to .pdf proposal drawing) REMOVAL AND INSTALL INCLUDED Does not include any patching or painting of the wall. NEW LOGO AND LETTERS	1	\$1,991.62	\$1,991.62	\$1,991.62



Midtown Signs, LLC

2416 S 8th Street
Kansas City, KS 66103
Ph: (816) 561-7446
FAX: (913) 766-1470
Email: sales@midtownsigns.com
Web: http://www.midtownsigns.com

Estimate #: 18698

Page 2 of 2

Estimate Total:	\$6,421.84
Subtotal:	\$6,421.84
Total:	\$6,421.84

Payment Terms: Balance due upon receipt.

Client Reply Request

☐ Estimate Accepted "As Is". Please proceed with Order.

☐ Other: _____

☐ Changes required, please contact me.

SIGN: _____ **Date:** / /