

**GOVERNING BODY WORKSHOP AGENDA
ROELAND PARK**

**Roeland Park City Hall 4600 W 51st Street, Roeland Park, KS 66205
Monday, February 17, 2020 6:00 PM**

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

Finance

Safety

Public Works

Madigan

Faidley

Dickens

Hill

Brauer

McCormack

Rebne

Kelly

I. APPROVAL OF MINUTES

A. January 21, 2020

II. DISCUSSION ITEMS:

1. Aquatic Center Schematic Design Review
2. Discuss Traffic Calming Policy
3. Discuss Youth Advisory Committee
4. Overview of 2019-2020 Leaf Pickup Program
5. Establish Ad-Hoc Historical Committee

III. NON-ACTION ITEMS:

IV. ADJOURN

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

Below are the Procedural Rules of the Committee

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

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

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

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

Item Number: **APPROVAL OF MINUTES- I.-A.**
Committee **2/17/2020**
Meeting Date:



City of Roeland Park
Action Item Summary

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

Recommendation:

Details:

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
□ January 21, 2020	Cover Memo

GOVERNING BODY WORKSHOP MINUTES
Roeland Park City Hall
4600 W 51st Street, Roeland Park, KS 66205
Tuesday, January 21, 2020, 6:00 P.M.

- | | | |
|------------------------------------|-------------------------------------|---|
| ○ Mike Kelly, Mayor | ○ Jennifer Hill, Council Member | ○ Keith Moody, City Administrator |
| ○ Trisha Brauer, Council Member | ○ Jim Kelly, Council Member | ○ Jennifer Jones-Lacy, Asst. Admin. |
| ○ Benjamin Dickens, Council Member | ○ Tom Madigan, Council Member | ○ Kelley Nielsen, City Clerk |
| ○ Jan Faidley, Council Member | ○ Claudia McCormack, Council Member | ○ John Morris, Police Chief |
| | ○ Michael Rebne, Council Member | ○ Donnie Scharff, Public Works Director |

Admin
Madigan
Brauer

Finance
Faidley
McCormack

Safety
Dickens
Rebne

Public Works
Hill
Kelly

(Governing Body Workshop called to order.)

ROLL CALL

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

MODIFICATION OF AGENDA

There were no modifications to the agenda.

I. MINUTES

1. December 16, 2019

The minutes were approved as submitted.

II. DISCUSSION ITEMS

1. Aquatic Center Schematic Design Review

Dave Schwartz, Water's Edge Aquatic Design, provided an update on the pool project. The Aquatics Committee met on January 14. There was no quorum and no formal decisions were made. Mr. Schwartz did summarize the discussions they had.

Colors was one of the discussions and the architect showed examples to the committee. The general consensus was for the colors of the building to remain a neutral palette and for the pool features to use more bright colors.

Mr. Schwartz said he has found a manta ray pool feature in response to the request for a sting ray play feature from the committee. They have spoken to a couple manufacturers and they will work on creating a design for a stingray.

CMBR Hill asked what the cost difference would be between a manta ray and creating a stingray. Mr. Schwartz said they do not usually charge for the artwork as all the pieces are made to order.

CMBR Faidley asked the difference between a manta ray and string ray. Mr. Schwartz said the difference is in the tail.

Mr. Schwartz also reviewed the spray features. The consensus of the committee was that the zero depth area have the smaller, lower sprays like bubblers.

Regarding the chairs, the preference was for an aluminum frame as opposed to the plastic and fabric.

The committee also felt it would be a great introduction to the community to have graphic boards available at the pool this summer so they can see what upgrades and improvements are coming.

CMBR Rebne thought they had discussed having the plastic deck chairs instead of the metal for durability. Mr. Schwartz said the Council did prefer the plastic but the committee preferred the metal. One reason was the plastic cost more and they are heavy to move.

CMBR Madigan said he was not in favor of having items specially made because it always means it costs more.

CMBR McCormack said that a custom job would be a big deal and that no one would know the difference between a manta ray and a stingray.

Mr. Schwartz said there was committee interest in the play structures that had a couple slides on them but there was also a concern about having any depth of water for the riders to exit into. They had envisioned a wet deck so the slide would have a run-out. There was not any interest in a dumping bucket on top. Having multiple sprays and multiple opportunities to interact was the key goal.

Mayor Kelly thanked the Aquatics Committee and pointed to the wealth of knowledge on the committee that has experience managing the pool and agrees with CMBR Faidley to defer to them when certain recommendations are made and he would defer to them on the chair selection. He said a ray is a ray but he would like to see what the cost is for the custom whale slide to give them an opportunity to consider it. He felt the play structure with the slides, the run-out and the dumping bucket is what will drive attention.

CMBR Faidley noted that a filter summary has been added to the report and asked if there was anything they need to know. Mr. Schwartz said that the existing filters are adequate in size to support both Phase 1 and 2 of the pool improvements.

CMBR Faidley also asked if there would be any way to incorporate any recycled products in the chairs or features they were putting in. Mr. Schwartz says the lifeguard chairs use recycled products. He said they may also add additional lifeguard chairs because of the added features.

CMBR Hill said she is looking forward to hearing more from the committee.

2. Fourth Quarter 2019 Safety Statistics

Police Chief Morris reviewed his report that was provided in the agenda packet. For the last quarter of 2019, the Police Department had 211 incidents, 40 of which were Uniform Crime Report (UCR) incidents. There were 60 arrests made, all adults. The department issued 511 citations and 60 warnings and worked 25 accidents. He noted there 34 thefts, which is their biggest UCR offense in the City. He said a lot of them are theft from autos and shoplifting. Chief Morris also provided a breakdown by location of

offenses. He noted that Lowe's has a high theft rate as they have a very lightweight, hands-off policy enforcement. Walmart also has a policy similar to Lowe's.

Chief Morris reviewed the quarter comparisons for the year and noted that theft remains the most reported offense in the City. He said they are fortunate as far as crimes against a person, which are extremely low.

CMBR McCormack asked if the theft is related to one specific group or serial thieves. Chief Morris said there have been some arrests and a lot of them are teenagers who are out late at night with friends who want quick pocket money.

CMBR Faidley asked how many thefts were related to people leaving their cars running. Chief Morris said that it was most of them or they had left their keys in the car.

CMBR Hill said she would like to see in the Chief's presentation reports on Rango, the City's K-9. Chief Morris said that will be done on a quarterly report and will also be on the year-end report.

3. Discuss Quarterly Community Forum Schedule and Topics

February 24 will be the first Community Forum of the year and will be hosted by Ward 1. WCA will make a presentation on recycling. CMBR Madigan and CMBR Faidley note that there is some confusion about what actually does and does not go in the recycling bin. A lot of recycling is thrown away because it is contaminated with items that are not recyclable.

Ms. Jones-Lacy said the second half of the forum the Code Enforcement Officer will make a presentation on some code enforcement topics to help educate people. The plan is to have two meetings in 2020 to bring Code Enforcement into the community and invite residents to come, solicit their thoughts on things, provide an opportunity for those to ask questions who do not understand the process, how codes are enforced, and actually what is a violation. Through the City's newsletter and social media, they will ask for input on things to present on that topic.

CMBR Madigan said they want to try to appeal to people that do not normally come to the forum and they are trying to find ways to reach out.

CMBR Hill said these are great ideas and she hears from people who say codes are not being enforced that they want enforced and this is a way to let people know about them.

April 27 is the tentative date for the second Community Forum to be hosted by Ward 3. CMBR Brauer proposed a date change to April 28. City Clerk Nielsen will check with the Community Center to see if that date is available. CMBR McCormack said the thought is to discuss the R Park improvements, but did not know if it would fill an entire meeting.

June 22nd is set aside for the Budget Forum.

August 24th will be hosted by CMBR Hill and CMBR Dickens. Their topic of discussion will be forthcoming.

October 26th will be hosted by CMBR Kelly and CMBR Rebne. Potential topics for the last forum might be sidewalks and general walkability.

CMBR McCormack said they could advertise the forums on the school marquee at R Park. There was some discussion on ways to promote the forums with banners and on the website. City Clerk Nielsen said she would do a post next to the calendar and on social media advertising the forums.

Ms. Jones-Lacy said NotifyJoCo is also a resource that is available to them.

4. Discuss Updates to the City Purchasing Policy

Public Comment:

Gretchen Davis commented on the public art purchases policy regarding art maintenance. She questioned the recommendation of professional maintenance to be performed every three to five years and did not believe this is in line with good practices for maintaining the City's art. She said Leawood cleans and does maintenance every one to two years. She asked that before approval by the Governing Body that the Arts Committee be given an opportunity to reach out to neighboring cities to inquire about their maintenance schedules and also to have the ability to speak to professional art conservators as this policy is meant to protect the public art in the City.

Ms. Davis also said the Citizens Sculpture Initiative for R Park consulted with the Leawood City Arts Council and an art conservator in regard to "See Red Run." Leawood recommended once-a-year cleanings and the conservator recommended biennial. \$3,000 was raised and resides in the Community Foundation to pay for at least four biennial cleanings of the sculpture. Leawood cleans their Jorge Blanco sculptures annually.

Ms. Jones-Lacy said as art purchase is a new item, they felt it was important to have a policy in place for the maintenance and cleaning of the new art.

Ms. Jones-Lacy also presented recommendations for updating the bid process and the spending authority. In the staff report is a table that shows where they currently are in the processes and where they are proposing to go which they believe will encourage additional competition. The point of having bids or price quotes is to have good competition. Staff believes the current bid process is having the opposite effect and making the City less competitive because it is too onerous in the current format. Staff is recommending that for anything under \$2,500, they would encourage informal price quotes, but it is not required. The current level is less than \$1,000. The next level, \$2,501 to \$10,000 would require informal written or electronic price quotes. Formal written or electronic bids along with specifications on the website and in the newspaper to \$10,000 to \$100,000. Anything over \$100,000 would require a sealed bid.

CMBR Kelly asked what the purpose is behind the sealed bid versus an RFP. Ms. Jones-Lacy said the sealed bid maintains a level of fairness.

CMBR Faidley wanted to know what happens if they do not receive any bids in the \$2,501 to \$10,000 range. Ms. Jones-Lacy responded that they are asking for informal price quotes as required. She said there may be a limited amount of vendors and they are unable to get the three bids. At that time they can go with what they have and the City Administrator can make the call. CMBR Faidley said she would like to see the informal written bid price spread be decreased to \$50,000 and sealed bids starting at \$50,001.

CMBR McCormack said she would be in favor of reducing sealed bids to \$50,001.

Mayor Kelly asked what the impact would be on lowering the price. City Administrator Moody said a majority of the equipment they purchase would be under \$100,000 as well as projects in the City. There are a few, of course, over that amount.

CMBR Madigan stated, as a member of the Admin committee, he agreed for this to be a discussion but did not feel he was agreeing to any of the proposed changes.

CMBR Kelly suggested lowering the bids to \$50,000 and have exemptions for items such as automotive purchases.

CMBR Faidley asked if the current sealed bidding process has become too onerous and making them less competitive. City Administrator Moody said it minimizes the opportunity for responses and may be more of a hindrance to smaller companies who do not have a staff dedicated to finding bid opportunities like that of a larger organization.

CMBR McCormack asked are they leaving out small businesses and does it make a big difference of who has been omitted from the formal bidding process. She said she feels that could be a big chunk of small businesses that are in that \$50,000-\$100,000 range, the smaller contractors. City Administrator Moody gave an example of the Roe House. He said it's not a big project and people are busy. It is also not a project of interest to a big construction company and so they will not bid on it. The smaller companies are busy and do not have time to go through a complex process. This recommended process creates more opportunity for the City to go directly to those in this business and make it easy for them to provide a competitive accurate number and in turn allows the City to move more quickly with getting things built while still getting competitive pricing.

Mayor Kelly felt they should eliminate the sealed bid requirements and go to \$10,000-plus for formal or written electronic quotes. City Administrator Moody recommended if they did that to add a provision to say, "unless otherwise required per state or federal regulations."

CMBR Kelly said businesses do not look for sealed bids. Vendors wait until the last minute and that's when their bids show up.

The consensus was to increase the informal written bid process to \$50,000 and to remove the sealed bid process unless required by state or federal regulations.

Ms. Jones-Lacy said they are also recommending updating the expenditure limits for staff. Department heads are currently at a \$2,500 with a recommendation to be increased to \$7,500. The City Administrator would go from \$7,500 to \$15,000 for a single item. She also provided a comparison chart of what the limits are in other cities.

Mayor Kelly said that one of the directions the Governing Body allowed for is to provide more leadership opportunities for directors. Increasing the spending authority allows for a decentralization and provides for execution of leadership and some economies of scale and expedition of some of the processes and he would support an increase of \$5,000.

There was a consensus from the Governing Body to increase the department head spending authority to \$5,000.

Mayor Kelly said, regarding the City Administrator, as long as the item is budgeted and is not an extraneous expense, he would support the \$15,000 administrative authority. City Administrator Moody added that the expense item would have to already be within the budget.

There was consensus to increase the City Administrator's spending authority to \$15,000 to an item within the budget and within the allotted amount.

Regarding the public art purchase, Ms. Jones-Lacy said that staff is open to recommendations from the Art Committee with regards to art maintenance.

CMBR Dickens recommended amending the maintenance performed from every 3 to 5 years to be every 1 to 2 years.

There was consensus to have art maintenance performed every 1 to 2 years. CMBR Hill thanked Ms. Davis for her recommendation.

CMBR Madigan said he agreed with her and added that whatever man builds it needs to be maintained. He said they have entered into new territory and "See Red Run" has brought these unknown items to the forefront with landscaping and now maintenance. He said if they are going to install these things, they need to address the maintenance as an ongoing budget item. He said they also need to address other areas that require ongoing maintenance such as trees.

CMBR Hill said there was a maintenance component built into the cost of "See Red Run."

Mayor Kelly said in budgeting for this item they have dedicated a significant sum of \$25,000 annually and items need to be planned for within that budget.

Ms. Jones-Lacy said the \$20,000 budgeted is for the maintenance and purchase or removal of public art. She said that perhaps it would make sense in future years to identify what portion would go to the purchase of art versus what would go towards maintenance.

CMBR McCormack asked how the one percent for art affects that budget such as with Aldi. Ms. Jones-Lacy added that Aldi dedicated their one percent of the building construction costs for art so the City could purchase public art. They are City funds and the Governing Body determines how those will be spent.

Mayor Kelly said, regarding a formal budget, he would like a presentation of some kind to understand the maintenance costs and what the ongoing plan looks like as part of the recommendation from the Arts Committee.

This item will be forwarded to New Business at the next Council meeting.

5. Discuss Parental Leave Policy

This item will be discussed at the next Workshop.

6. Approve Mowing Agreement for 2020

Public Works Director Scharff sent out an RFP for mowing services. Last year the City used Jake's Lawn and Landscape and he felt they did an excellent job. Mr. Scharff's recommendation is to continue with Jake's Lawn and Landscape for 2020.

CMBR McCormack asked about the chemicals used. Public Works Director Scharff he will be able to get that information to the Council. CMBR McCormack said she would like to look at the greener more organic options.

CMBR Kelly asked how the Adopt-an-Island program is affected by the mowing contract. Public Works Director Scharff said there would be a reduction in mowing costs because the responsibility is taken on by whoever adopts the island and requires a two-year commitment.

This item will be moved to the Consent Agenda specifically for mowing.

7. 2020 Street Maintenance Task Order

Public Works Director Scharff said his department prepped 14 street sections for the 2020 program. He provided a map that reflected the best streets chosen for the UBAS treatment denoted in red and blue is the chip seal. Given the way this is structured they are \$20,000 over budget.

Mayor Kelly began his remarks by stating he hates chip seal but understands that they need to have it in their arsenal and it is appropriate for certain surfaces. He stressed how much he hears from residents, especially during the process, about how much they dislike it. He stated the City wanted to do more UBAS and asked how they compare between this year and last. Public Works Director Scharff said it was about 50/50 last year. He said they will end up a little bit more on the chip seal this year over last year because of the way the streets were rated.

CMBR Kelly asked if Public Works would like approval of all the money today or per project. Public Works Director Scharff said, depending on how the bids would come in, the recommendation is to proceed forward with the task order for 2020 with Lamp Rynearson. Coming in over budget is a concern. If the bids come in lower, then they're able to use the contingency that is remaining that is built into the cost estimates and then allocate resources from the in-house budget to make up difference. CMBR Kelly asked if there is a street they can remove to remain on budget. Public Works Director Scharff said that is an option.

There was agreement to determine which street could possibly be removed from the maintenance program for 2020. Mayor Kelly said as part of that consideration in a street that would be chip sealed that it does not have a sidewalk.

City Administrator Moody said in the staff report the preference was to use leftover street maintenance funds. He provided information about what was spent in 2019 for in-house maintenance and noted that they normally do not reach their budget number and there should be some balance available to cover the program and they may not have to cut a street.

CMBR Hill said she would support going with Mr. Scharff's recommendation, but would also like to have the street identified in case they need it.

CMBR Kelly said normally he would agree with the use of those funds but with the Roe 2020 project there might be other things that need to be done with that money.

City Administrator Moody said they do not need to select a street as this request for a scope of services from Larkin to do the design work. The project will be put out for bid once the design is complete. If the bid is more than what is available, then Public Works Director Scharff will present a recommendation to modify the scope to remain within budget.

CMBR Madigan said residents are asking what their street is rated. Public Works Director Scharff said the Stantec ratings are on the website that identify the conditions of the street in the City and are available to residents to see.

8. Public Works Update

This item will be discussed at the next Workshop.

9. Update on Adopt an Island Program

This item will be discussed at the next Workshop.

10. 4th Quarter 2019 Objectives Progress Report

This item will be discussed at the next Workshop.

11. 4th Quarter 2019 Strategic Plan Progress Report

This item will be discussed at the next Workshop.

III. NON-ACTION ITEMS:

IV. ADJOURN

There was a motion and a second made to adjourn.

(Roeland Park Governing Body Workshop Adjourned at 8:50 p.m.)

Item Number: DISCUSSION ITEMS- II.-1.
Committee 2/17/2020
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 1/21/2020
Submitted By: Keith Moody
Committee/Department: Admin.
Title: **Aquatic Center Schematic Design Review**
Item Type: Discussion

Recommendation:

Water's Edge is seeking direction/feedback from Council on the schematic designs (preliminary layout) for the aquatic center renovations (attached). Dave Schwartz will present and will share comments from the Aquatic Committee.

Details:

Dave will review the plans with Council and seek direction/feedback. This direction/feedback avoids changes in plans later which would require re-engineering, consuming time and requiring additional fees to be paid to the design consultants. He will share recommendations received from the Aquatics Committee during their 2/4/20 meeting.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Additional Information

Also attached is the design service agreement with Water's Edge, it provides a description of the scope of the project as well as the fee.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Deepwater Layout Concept	Cover Memo
<input type="checkbox"/> Zero Entry Layout Concept	Cover Memo
<input type="checkbox"/> Slide Layout Concept	Cover Memo

□	Sprayground Layout Concept	Cover Memo
□	Playground Layout Concept	Cover Memo
□	Water's Edge Pool Renovation Scope and Fee	Cover Memo

Existing Climbing Wall

Existing Diving Stand

Buoy Line

Existing Bulkhead

Aquatic Center
Improvements
Roeland Park, Kansas
02-18-20

11205 W. 79th St.
Lenexa, KS 66214

t. 913.438.4338
www.WeDesignPools.com



waters edge
AQUATIC DESIGN



ADA Ramp



Water Bench with Shade



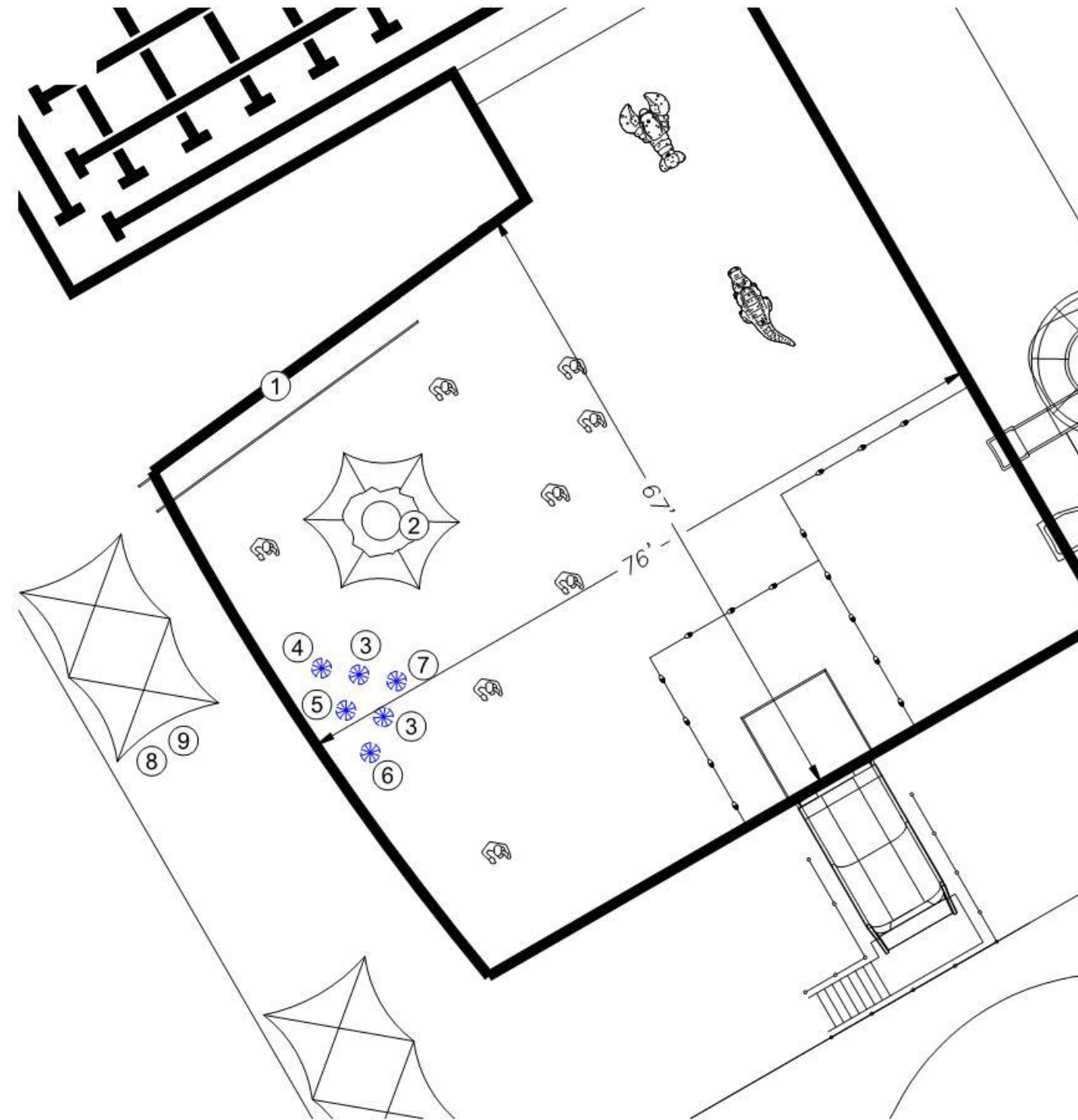
Bubbler



Flush Spray



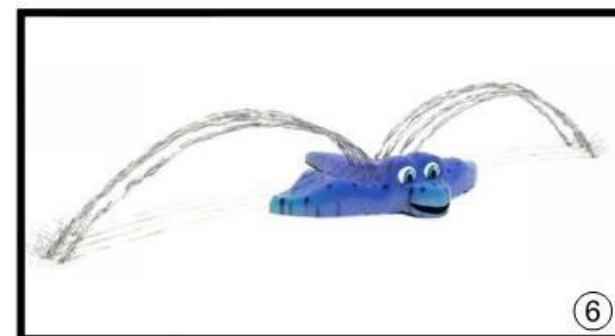
Crab Spray



Deck Shade



Deck Shade



MantaRay Spray



Frog Spray

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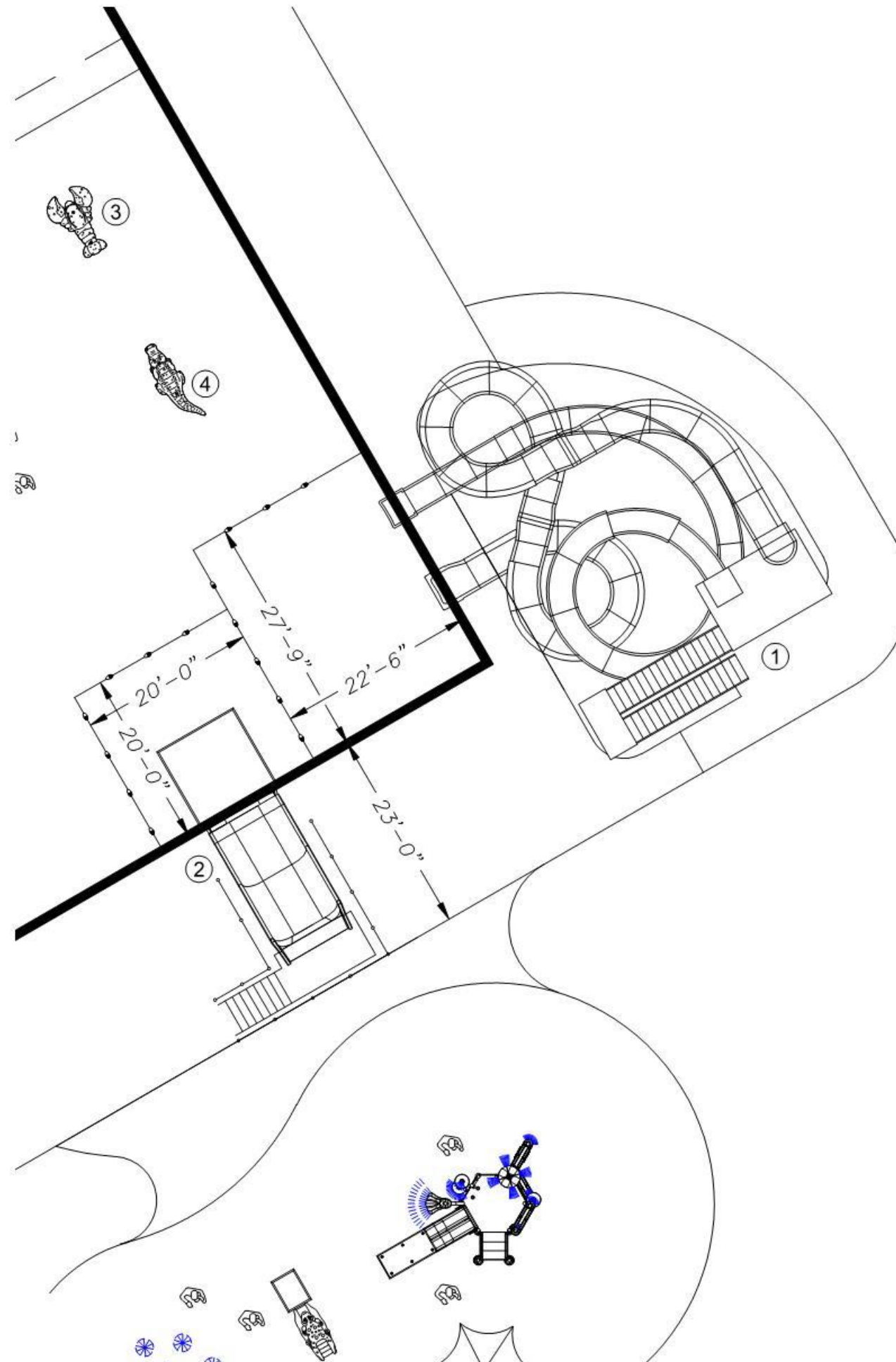
waters edge
AQUATIC DESIGN



Water Slides



Family Slide



Floatable



Floatable

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waters edge
AQUATIC DESIGN



Jet Spray

①



Ball Spray

②



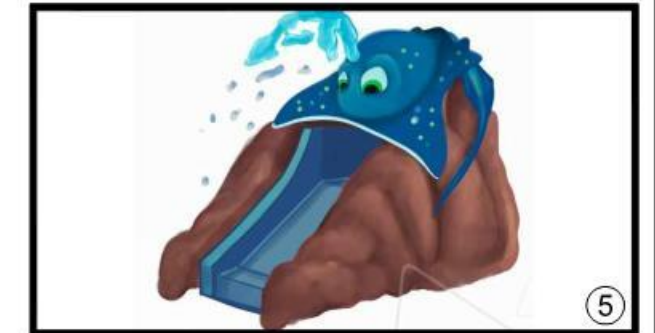
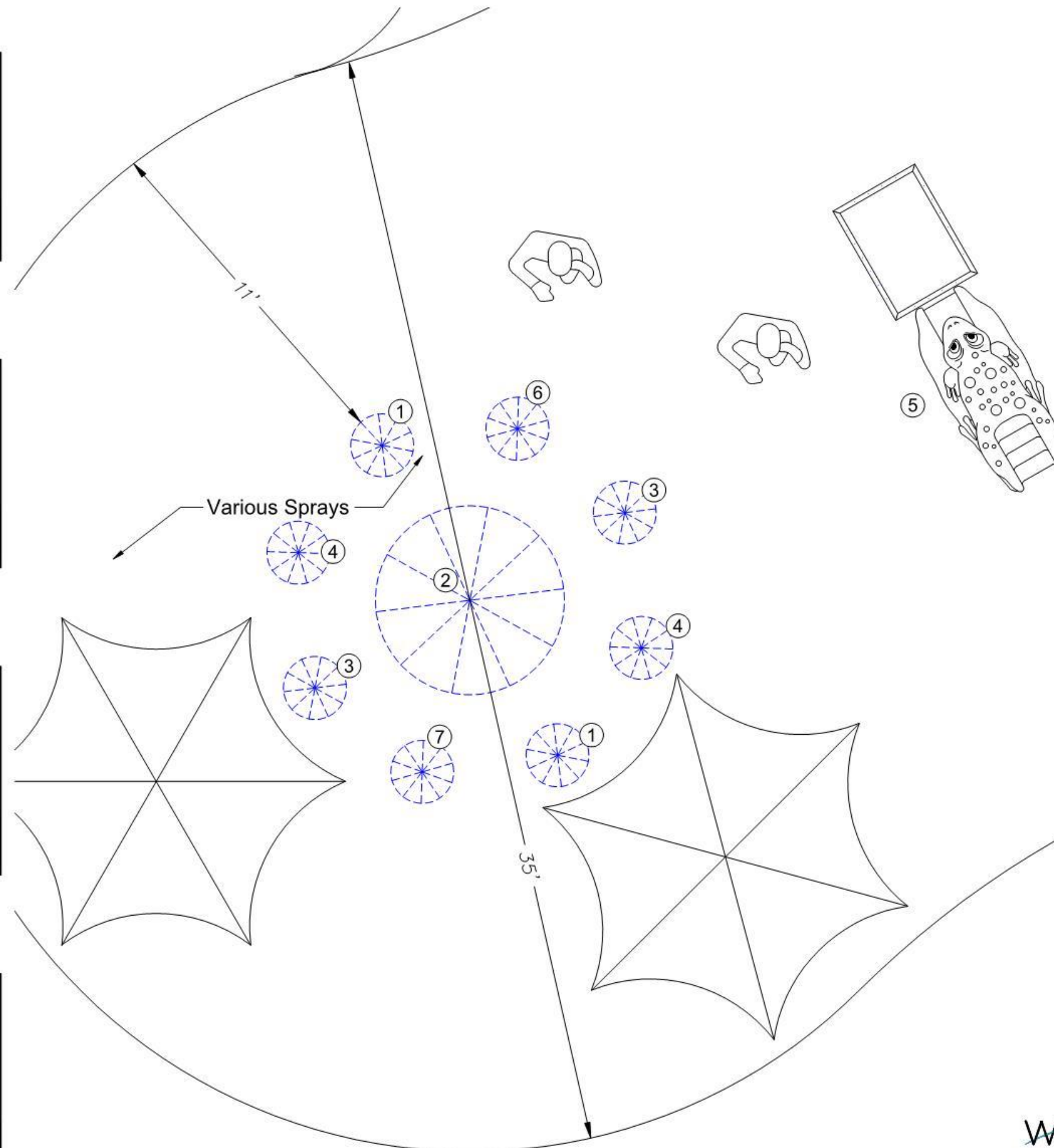
Tall Bubbler Spray

③



Fish Spray

④



Stingray Toddler Slide

⑤



Bobble

⑥



Tall Spray

⑦

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waters edge
AQUATIC DESIGN



Jet Spray

①



Ball Spray

②



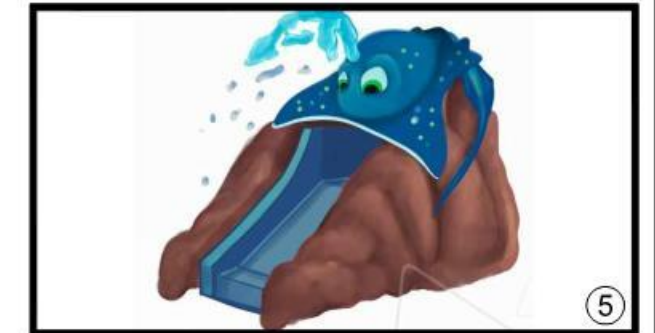
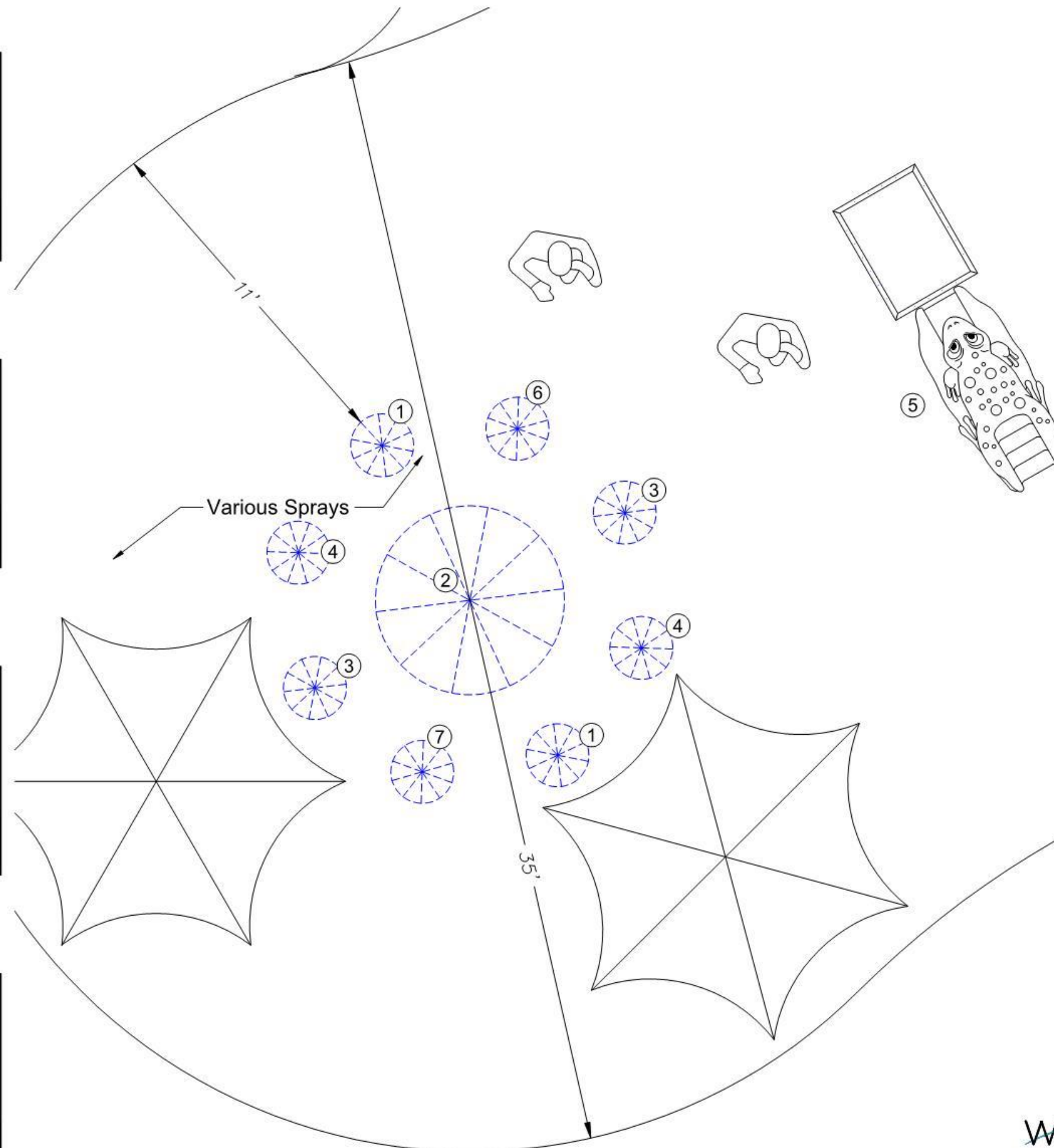
Tall Bubbler Spray

③



Fish Spray

④



Stingray Toddler Slide

⑤



Bobble

⑥



Tall Spray

⑦

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waters edge
AQUATIC DESIGN

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, is entered into this 19 day of August, 2019, ("Agreement") by and between the City of Roeland Park, Kansas, a municipal corporation, hereinafter referred to as the "CITY," and Waters Edge Aquatic Design, LLC hereinafter referred to as the ("CONSULTANT").

The CITY intends to construct certain improvements as described below, hereinafter called "Project", consisting of the following:

Plan, design and construction of improvements to the Roeland Park Aquatic Center
specifically described in APPENDIX A attached hereto,

AND the CITY is authorized and empowered to contract with the CONSULTANT for the purpose of designing and furnishing other related engineering services in connection with the Project;

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

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

PART A — CONCEPTUAL DESIGN PHASE:

Appendix A incorporated below provides a detailed list of the professional services to be provided by the CONSULTANT. After the CITY issues a notice to proceed, the CONSULTANT shall proceed with the following services:

- A. CONSULTANT will provide concept planning, preliminary design, final design, bidding, construction administration, and post construction services for the PROJECT.
- B. CONSULTANT will serve as CITY's professional engineering representative in those phases of the PROJECT to which this Agreement applies and will give consultation and advice to CITY during the performance of its services.
- C. CONSULTANT will provide the Basic Services outlined and described in this Agreement.
- D. CONSULTANT will provide Additional Services only following authorization by the CITY.

PART B — COMPENSATION:

B-1 Costs:

The CITY agrees to pay the CONSULTANT a fee not to exceed amount for PART A individually herein as follows:

Billing will be based on the schedule of charges used for general consultation, which is attached hereto as APPENDIX B and made part hereof.

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

All invoices for services shall be accompanied by a documented breakdown of expenses incurred with location to which this Agreement applies. This documentation shall include project personnel by job classification, hourly rate, and number of hours.

The CITY shall review the monthly invoices submitted by the CONSULTANT for detailed hours accumulated by CONSULTANT's staff. Should the CITY find hour discrepancies, the City will contact the CONSULTANT for further justification of time spent on project. The invoice will not be paid until both CITY and CONSULTANT agree on invoice amount.

Upon review, the CITY shall make monthly payments to the CONSULTANT.

The term "direct non-salary costs" shall include payments made by CONSULTANT in connection with the PROJECT, transportation, and other costs as authorized by the City in writing as set forth herein. Transportation, including use of survey vehicle or automobile in connection with the PROJECT will be charged at the rate of 54 cents per mile for personal vehicles and 54 cents per mile for survey vehicles. All "direct non-salary costs" shall be included in the maximum compensation.

B-2 Maximum Compensation:

The maximum compensation for all services described in Part A shall be: \$100,000.00

This amount shall not be exceeded unless authorized by Change Order. Said Change Order must be mutually agreed upon in writing by both parties. If the Project is delayed by CITY requesting a delay or hold on services or construction of more than three months or by actual default of prime contractor(s), the maximum fees will be adjusted to compensate the CONSULTANT for changed costs.

B-3 Change Order:

The maximum compensation stated in Sub Part B-2 may be adjusted by Change Order. A Change Order, if required, will be based on major changes in scope, character, or complexity of the work. Said Change Order may provide for changes in compensation, either an increase or

decrease. As provided in Sub Part B-2 any Change Order must be mutually agreed upon in writing by both the CITY and CONSULTANT.

PART C – OBLIGATIONS OF CITY:

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

1. Make available to CONSULTANT on request with reasonable notice, at CITY'S offices, all existing records, maps, plans and other data possessed by the CITY when such are necessary, advisable or helpful to the CONSULTANT in the prosecution of its work under this AGREEMENT.
2. Designate in writing a person to act as the CITY'S representative with respect to the services to be performed or furnished by the CONSULTANT under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the CITY'S policies and decisions with respect to the CONSULTANT'S services for the Project. In the absence of any such designation, or until such designation is made by CITY, its City Administrator shall serve as the designated representative.

PART D – TERMINATION OF THE AGREEMENT:

This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided however, that in any such case, the CONSULTANT, to the extent not in default, shall be paid for all services actually rendered and all costs reasonably incurred up to the time of termination on the basis of the payment provisions of this Agreement. In all events, the CITY shall have the right to terminate the services of the CONSULTANT, irrespective of whether the CONSULTANT is in default, upon such date as shall be

specified in a notice to be delivered in writing to the CONSULTANT. Copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement shall be delivered to the CITY when, and if, this Agreement is terminated, but it is mutually agreed by the parties that the CITY will use them in accordance with the provisions in Part F, Section 4 of this Agreement.

No such termination shall be deemed to release the CONSULTANT or any insurer from obligations under part F, Sections 2 and 3 of this Agreement for liability arising from or out of anything occurring or arising on or prior to such termination.

PART E — COMMISSIONS AND FEES:

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

PART F — GENERAL CONSIDERATIONS:

1. Estimates

Because the CONSULTANT has no control over the cost of labor, materials or equipment, or over contractors' methods of determining prices, or over

competitive bidding or market conditions, its opinions of probable cost for the Project provided for herein are to be made on the basis of its experience and qualifications and represent its best judgment as design professional(s) familiar with the construction industry; but the CONSULTANT cannot and does not guarantee that proposals, bids or construction costs will not vary from cost estimates prepared by it.

2. Insurance

The CONSULTANT shall secure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or diseases or death of any and all employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom. The CONSULTANT shall list the CITY as an additional insured on the CONSULTANT'S general liability insurance policy.

The CONSULTANT, its agent, representatives, and employees shall also secure and maintain professional liability insurance for protection from claims arising out of the performance of this Agreement. Such insurance shall provide protection from claims arising out of this Agreement caused by any error, omission, or act of the CONSULTANT or its employees, agents or representatives in at least the amounts hereunder set forth as desirable.

The insurance provided shall contain provisions that it cannot be canceled or modified or fail to be renewed except upon 30 days prior written notice to the

CITY from the insurer(s) at risk, and shall be in at least the following minimum amounts:

(a) Professional Liability insurance in the amount of One Million Dollars (\$1,000,000.00) per claim and annual aggregate, with all coverage retroactive to the earlier of the date of this Agreement and the commencement of CONSULTANT'S services in relation to the Project) covering personal injury, bodily injury and property damages, which coverage shall be maintained for a period of three (3) years after the date of final payment under this Agreement, if reasonably available and in the reasonable opinion of the CONSULTANT affordable.

(b) Commercial General Liability Insurance (including broad-form contractual liability and completed operations), covering personal injury, bodily injury, death and property damage in the following amounts:

Each Occurrence	\$1,000,000
Personal & Adv Injury	\$1,000,000
Products/Completed Operations Aggregate	\$2,000,000
General Aggregate	\$2,000,000

The completed operations coverage shall extend for three (3) years after completion of CONSULTANT'S services.

(c) Comprehensive Automobile Liability Insurance, including owned, hired and non-owned vehicles, if any, in the amount of One Million Dollars (\$1,000,000.00), combined single limit, covering personal injury, bodily injury, death and property damage.

(d) Workers Compensation Insurance (and to the extent such is not applicable, Employers Liability Insurance) which shall fully comply with applicable law, and employer's liability insurance with limits of not less than the greater of (i) statutory requirements or (ii) One Hundred Thousand Dollars (\$100,000.00) per occurrence. CONSULTANT shall provide a valid waiver executed by workers compensation and employer's liability insurance carrier(s) of any right of subrogation against CITY or its employees for any injury to a covered employee working on CITY'S premises.

All liability insurance, except professional liability insurance, shall be written on an occurrence basis with form(s) and carrier(s) acceptable to CITY.

3. INDEMNITY

Indemnification: (a) CONSULTANT shall include the Indemnitees as additional insureds on the Commercial General Liability Insurance and the Comprehensive Automobile Liability Insurance policies described above. The insurance coverage afforded under these policies shall be (i) primary to any insurance carried independently by the Indemnitees and (ii) not deemed to limit CONSULTANT'S liability under this Agreement. Prior to CITY'S execution of this Agreement, CONSULTANT shall provide to CITY Certificates of Insurance reflecting the required coverages. The Certificate shall specify the date when such insurance expires. The insurance policies shall provide that CITY shall be given not less than thirty (30) days written notice from the insurer(s) at risk before cancellation of such insurance. A renewal certificate shall be furnished to CITY prior to the expiration date of any coverage, and CONSULTANT shall give CITY written notice of any proposed reduction or other material modification in such insurance no later than thirty (30) days prior to such change. Cancellation, non-renewal or material modification of coverage of any such insurance shall constitute a failure to perform within the meaning of this Agreement.

Indemnity – Commercial General Liability/Non Professional: CONSULTANT hereby agrees to indemnify and hold CITY, its Governing Body and each member thereof, elected officials, officers, employees, commission members, representatives, successors, assigns (collectively the "Indemnitees") harmless from and liabilities, damages and costs (including but not limited to reasonable

attorney's fees, expenses of litigation) that the Indemnitees, or any one or more of them, may incur by reason of any injury, sickness, disease or death to any person or any damage or injury to any property (including but not limited to property of any one or more of the Indemnitees) to the extent arising out of or occurring in connection with the negligent services performed by CONSULTANT under this Agreement or any of CONSULTANT'S negligent acts or omissions. CONSULTANT further agrees that its obligation to indemnify the Indemnitees shall include, but not be limited to, liability for damages resulting from the personal injury, sickness, disease or death of any of CONSULTANT'S employees, regardless of whether CONSULTANT has paid the employee under the provisions of any workers compensation statute or law, or any similar federal or state legislation with protection of employees and that CONSULTANT'S obligation to indemnify the Indemnitees shall apply regardless of any contributory or concurrent negligence of any Indemnitee or Indemnitees. Nothing in this section shall be deemed to impose liability on CONSULTANT to indemnify the Indemnitees to the extent the cause of any loss is the negligence or other actionable fault of one or more of the Indemnitees. In the event the loss is caused by the joint or concurrent negligence of CONSULTANT and one or more of the Indemnitees, the loss shall be borne by each party in proportion to its negligence.

Indemnity – Professional Liability: CONSULTANT shall, to the fullest extent permitted by law, hold harmless and indemnify the Indemnitees from losses, liabilities, damages, costs, including reasonable attorney's fees and costs, to the

extent caused by CONSULTANT'S negligent performance or negligent omission of performance of professional services under this Agreement and those of CONSULTANT'S subconsultants or anyone for whom CONSULTANT is legally liable.

4. Successor and Assigns

The CITY and the CONSULTANT each binds itself and its principals, successors, executors, administrators and assigns to the other party of this Agreement and to the principals, successors, executors, administrators and assigns of such other party in respect to all covenants of the Agreement; provided that, neither the CITY nor the CONSULTANT will assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONSULTANT.

5. Ownership of Documents

The CITY acknowledges the CONSULTANT'S plans and specifications as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the CITY upon completion of the work or as provided in Part E, above. The CITY recognizes that new circumstances, not the least of which is the passage of time, may make reuse of such plans and specifications not advisable. If and to the extent necessary for the CITY'S ownership of such plans and specifications and all other contract documents, CONSULTANT hereby assigns all copyright rights therein to the CITY

and, if, and to the extent such rights are not so assignable, grants an irrevocable exclusive right and license to use thereof by CITY without payment of any additional compensation.

The instruments of professional service prepared by CONSULTANT are not intended or represented to be suitable for reuse by the CITY or others on extensions to or modifications of the Project or on any other project. Any reuse or modification without the prior written consent of the CONSULTANT will be at the CITY'S sole risk and without any liability of CONSULTANT. The CITY agrees, to the fullest extent permitted by law, to indemnify and hold the CONSULTANT harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of the instruments of professional service by the CITY or any person or entity that acquires or obtains the instruments of professional service from or through the CITY without the written authorization of the CONSULTANT.

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

PART G – TIMELINESS

1. Conceptual Design: CONSULTANT will complete the conceptual design as shown in APPENDIX A by May 1, 2020. A bid letting and award will follow with notice to proceed to

contractor anticipated the day after the final day of the 2020 pool season. Construction is planned to progress to completion 30 days prior to the 2021 Memorial Day opening weekend.

PART H – NON DISCRIMINATION

1. CONSULTANT shall observe the provisions of the Roeland Park Non-Discrimination Ordinance and the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under this Agreement because of race, religion, color, sex, disability, national origin, ancestry, sexual orientation, gender identity or military status. Nothing in this Agreement shall be construed to mean that CONSULTANT shall be forced to hire unqualified or incompetent personnel, or discharge qualified or competent personnel. In all solicitations or advertisements for employees, CONSULTANT shall include the phrase "Equal Opportunity Employer" or a similar phrase approved by the Kansas Human Rights Commission.

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

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

4. CONSULTANT 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.

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, CONSULTANT shall have no right to recompense or additional payments by reason of such action by CITY.

PART I – MISCELLANEOUS

1. Severability

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

2. Notices

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

3. Controlling Law

This Agreement is to be governed by the law of the State of Kansas.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as

of the day and year first above written.

WATERS EDGE AQUATIC DESIGN, LLC

By David W. Delmar

Title Principal

Address:

11205 W. 79th St.
Lenexa KS 66214

CITY OF ROELAND PARK, KANSAS

By [Signature]

Title [Signature]

Address:

4600 W. 51st Street
Roeland Park, Kansas 66205
Facsimile: (913) 722-3713

ATTEST:

[Signature]
City Clerk

Approved as to form:

[Signature]
City Attorney

APPENDIX A – Scope of CONSULTANT’s Services

The scope of CONSULTANT’s services shall include providing design and specifications for demolition of the existing vortex pool, slides, plunge pool, and kiddie pool area; construction of shade structures, new family and tube slide, new children’s water play and spray ground, sunshade, floatables, spray features, children’s slide, play feature and ADA ramp added to the zero entry area of the existing pool; constructing privacy enhancements to the men’s locker room; fascia/gutter/downspout replacement on pump house and pool house; painting the exterior and interior of the two buildings; and, replacing the deck furnishings to coordinate with the design of the new shade structures and building colors.

CONSULTANT will provide planning, preliminary design, final design, bidding, construction administration, and post construction services for the PROJECT as set forth below.

BASIC SERVICES

Phase I - Concept Planning Services

- A. Meet to establish project design criteria such as demolition, renovation plan, features, salvage and reuse of appropriate items.
- B. Create a summary of proposed work, potential phasing and updated costs.
- C. A total of two meetings are included during this planning phase.

Phase II - Preliminary Design/Design Development

- A. CONSULTANT will complete the following Design Development Phase tasks:
 - 1. CONSULTANT will use available information from the concept planning phase as the basis for the pool layout and design criteria.
 - 2. CONSULTANT’s work will include pool site development. CONSULTANT will coordinate pool facilities within the available site.
 - 3. When the Design Development is complete, CONSULTANT will meet with the CITY to review the drawings and cost information. Based on comments by the CITY, CONSULTANT will adjust the design and prepare the final Preliminary Design documents.
 - 4. At the conclusion of the Design Development phase, CONSULTANT will make a final presentation to the group designated by CITY. The presentation will include a summary of the entire PROJECT in a written document as well as a verbal presentation. CONSULTANT will create a Power Point presentation that describes the Preliminary Design and summarizes the PROJECT findings. CONSULTANT will provide a colored layout drawing for the recommended pool design.

Phase III - Final Design/Construction Documents

- A. After acceptance by the CITY of the Design Development documents, CONSULTANT will:
 - 1. On the basis of the above acceptance, prepare final engineering design and prepare final construction documents including bidding documents, specifications and

drawings indicating the scope, extent, and character of the work to be performed and furnished by Contractor. Specifications will be prepared in general conformance with the 50-division format of the Construction Specifications Institute.

2. Provide design data for CITY's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the PROJECT and assist the CITY in consultations with appropriate authorities.
 3. Prepare and furnish Final Construction Documents for review and approval by the CITY.
 4. Provide one (1) prime contract for work designed or specified by CONSULTANT upon which the CONSULTANT's compensation has been established under this Agreement.
 5. Provide an updated opinion of probable cost of the PROJECT.
- B. CONSULTANT's services under the Final Design/Construction Documents Phase will be considered complete on the date when the final documents have been delivered to and accepted by the CITY. Under this Agreement CONSULTANT will furnish two (2) final sets of the plans and specifications to the CITY. If requested, additional sets will be furnished at the cost of reproduction.

Phase IV - Bidding

- A. After acceptance by the CITY of the Bidding Documents, and upon written authorization by the CITY to proceed, CONSULTANT will:
1. Assist the CITY in advertising for qualified contractors to submit bids for constructing the PROJECT and distribute bidding documents to prospective bidders. Cost for printing and mailing of these documents will be paid for by prospective bidders.
 2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
 3. Assist the CITY in evaluating the low bidder's proposal. Furnish and assist in assembling up to three (3) sets of Contract Documents for execution by CONSULTANT and Contractor.
 4. Consult with the CITY as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor.
- B. The Bidding Phase will be considered complete upon commencement of the Phase V or upon completion of negotiations with the prospective bidder.

Phase V - Construction Administration

- A. Upon successful completion of the Bidding Phase, CONSULTANT will perform the following:
1. General Administration of Construction Contract. Consult with the CITY and act as the CITY's representative as provided in the General Conditions. All of the CITY's instructions to Contractor will be issued through CONSULTANT, who shall have authority to act on behalf of the CITY in performance of Construction Administration of the Construction Contract to the extent provided in this Agreement and said General Conditions.

2. CONSULTANT shall distribute plans and specifications to the selected reproduction company. The reproduction and shipping costs for these documents shall be paid for by the CITY.
3. Selecting Independent Testing Laboratory. Assist the CITY in the selection of an independent testing laboratory to perform the services needed for the PROJECT.
4. Visits to Site and Observation of Construction. In connection with observations of Contractor's work while it is in progress:
 - a. CONSULTANT will visit the site at intervals appropriate to the stage of construction in order to observe the progress and quality of the work completed by the Contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow CONSULTANT, as an experienced professional, to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the Contract Documents.
 - b. Based on this general observation, CONSULTANT will keep the CITY informed about the progress of the Work and shall advise the CITY about observed deficiencies in the Work.
 - c. CONSULTANT will not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor the CITY's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.
 - d. If the CITY desires more extensive project observation or full-time project representation, the CITY shall request that such services be provided by CONSULTANT as Additional Services in accordance with the terms of this Agreement.
 - e. CONSULTANT will not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. CONSULTANT does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its work in accordance with the Contract Documents or any applicable laws, codes, rules, or regulations.
5. Defective Work. Recommend to CITY that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, CONSULTANT believes that such work will not produce a completed PROJECT that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed PROJECT as a functioning whole as indicated in the Contract Documents. CONSULTANT will advise and consult with the CITY on correction of Defective work and shall assist the CITY in testing of work believed to be defective if necessary. Services in connection with the evaluation of and determination to accept Defective work by contractor, including required re-design services, will be paid considered Additional Services and shall be paid based upon hours of work incurred and the rates reflected in APPENDIX B.
6. Clarifications, Interpretations, and Field Orders. Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion

- of Contractor's work. CONSULTANT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
7. Change Orders. Recommend Change Orders to the CITY, as appropriate, and prepare Change Orders as required.
 8. Shop Drawing Review. Review and take other appropriate action on the submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose of check in for conformance with the design concept and the information shown in the Construction Documents. Review of a specific item shall not indicate that CONSULTANT has reviewed the entire assembly of which the item is a component. CONSULTANT will not be responsible for any deviations from the Construction Documents not brought to the attention of CONSULTANT in writing by the Contractor.
 9. Substitutes and "or-equal". Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor. If the substitute product requires re-design, the cost for these services will be paid by the contractor.
 10. Inspections and Tests. Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. CONSULTANT's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents. CONSULTANT will be entitled to rely on the results of such tests.
 11. Applications for Payment. Based on CONSULTANT's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that CONSULTANT recommends be paid. Such recommendations of payment will be in writing and will constitute CONSULTANT's representation to CITY, based on such observations and review, that, to the best of CONSULTANT's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents.
 - b. By recommending any payment, CONSULTANT will not thereby be deemed to have represented that observations made by CONSULTANT to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to CONSULTANT in this Agreement. Neither CONSULTANT's review of Contractor's work for the purposes of recommending payments nor CONSULTANT's recommendation of any payment including final payment will impose on CONSULTANT responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the work. It will also not impose responsibility on CONSULTANT to make any examination to ascertain how or for what purposes Contractor has used the

moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to CITY free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between CITY and Contractor that might affect the amount that should be paid.

12. Contractor's Completion Documents.

a. Receive and review maintenance and operating instructions, schedules, and guarantees.

b. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.

c. CONSULTANT will transmit these documents to the CITY.

13. Substantial Completion. Promptly after notice from Contractor that Contractor considers the entire work ready for its intended use, in company with CITY and Contractor, conduct a site visit to determine if the work is Substantially Complete. If after considering any objections of CITY, CONSULTANT considers the work Substantially Complete, CONSULTANT will deliver a notice of Substantial Completion to CITY and Contractor.

14. Final Notice of Acceptability of the Work. Conduct a final site visit to determine if the completed work of Contractor is acceptable so that CONSULTANT may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, CONSULTANT will also provide a notice that the work is acceptable to the best of CONSULTANT's knowledge, information, and belief and based on the extent of the services provided by CONSULTANT under this Agreement.

B. Duration of Construction Phase. The Construction Phase will commence with the execution of the first Construction Agreement for the PROJECT and will terminate upon written recommendation by CONSULTANT for final payment to Contractor.

Phase VI - Post-Construction Services

A. During the Post-Construction Phase, CONSULTANT will:

1. Provide assistance in connection with the testing and adjusting of PROJECT equipment or systems.
2. Assist in training CITY's staff to operate and maintain PROJECT equipment, and systems.
3. Together with CITY, visit the PROJECT to observe any apparent defects in the work, assist CITY in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective work, if present.
4. If requested by CITY and in company with CITY, provide a review of the PROJECT within one month before the end of the Warranty Period to ascertain whether any portion of the work is subject to correction.

- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Appendix, will terminate upon written recommendation by CONSULTANT for final payment to Contractor.

ADDITIONAL SERVICES- Scope of Additional Services

- A. CONSULTANT will advise CITY as to the necessity of data or services of the types described in Additional Services, which are not part of CONSULTANT's Basic Services, and assist CITY in obtaining such data and services.
- B. If authorized in writing by CITY, CONSULTANT will furnish or obtain from others Additional Services of the types listed below. CITY will pay for these services based on hourly charge rates and direct expenses at cost. All authorized Additional Services shall be paid for over and above the fees for the Basic Services.
1. Preparation of applications and supporting documents for obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the PROJECT.
 2. Services to make measured drawings of or to verify the accuracy of drawings or other information furnished by CITY.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the PROJECT designed or specified by CONSULTANT or its design requirements including, any other causes beyond CONSULTANT's control.
 4. Services required for the evaluation of and determination to accept defective Work by Contractor including required re-design services.
 5. Services required for re-design as a result of substitute products during the construction phase.
 6. Services in connection with assistance with or coordination of fund raising efforts, donated items, or items furnished by CITY or others.
 7. Services required as a result of CITY's providing incomplete or incorrect PROJECT information with respect to APPENDIX B.
 8. Services during authorized out-of-town travel required of CONSULTANT other than for visits to the Site or CITY's office.
 9. Assistance in connection with Bid protests, rebidding or renegotiating contracts for construction, materials, equipment, or services, only so long as the original work is reasonably consistent with the CITY's program or other instruction.
 10. Providing construction surveys and layouts to enable Contractor to perform its work.
 11. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.
 12. Preparing and furnishing to CITY Record Drawings showing appropriate record information based on PROJECT annotated record documents received from Contractor.
 13. Preparing to serve or serving as engineer or witness for CITY in any litigation, arbitration or other dispute resolution process related to the PROJECT. Billing rates for expert witness services are higher than standard billing rates and will be furnished upon request.

14. Providing more extensive services required to enable CONSULTANT to issue notices or certifications requested by CITY.
15. Providing an enhanced or detailed pool operations manual.
16. Other services performed or furnished by CONSULTANT not otherwise provided for in this Agreement.

APPENDIX B - BILLING RATES

The following range of billing rates represent the range of individuals who may work on this project. These rates do not apply to expert witness services. Billing rates for expert witness services will be furnished upon request. Billing Rates are subject to change each year.

Aquatic Design Engineer \$95 to \$210 per hour
Aquatic Design Engineer-in-Training \$85 to \$95 per hour
Senior Aquatic Design Technician \$95 to \$120 per hour
Aquatic Design Technician \$80 to \$95 per hour
CAD Technician \$70 to \$85 per hour
Administrative Assistant \$55 to \$80 per hour

Expenses

- A. Direct project expenses will include basic expenses and special project expenses. Basic expenses include those needed to perform our work. Special project expenses are those that are requested by the CITY for their project, such as renderings, models, testing or other special items. The CITY must authorize any special expense prior to our incurring that expense.
- B. The following items are examples of basic expenses.
 - 1. Travel costs including airfare, rental vehicles, rental fuel, mileage, and other transportation costs.
 - 2. Mileage costs are billed at the IRS-approved rate.
 - 3. Lodging including motel costs and all related taxes.
 - 4. Meals including tips (no alcohol).
 - 5. Printing costs including photocopies, color CAD drawings, mounting and laminating presentation boards, plotting construction drawings and related items.

Item Number: DISCUSSION ITEMS- II.-2.
Committee 2/17/2020
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 1/28/2020
Submitted By: Donnie Scharff, Director of Public Works
Committee/Department: Public Works
Title: **Discuss Traffic Calming Policy**
Item Type: Discussion

Recommendation:

Discuss traffic calming policy with council

Details:

There has been some discussions on the implementation of a traffic calming policy to assist Council in addressing traffic safety concerns expressed by residents/businesses. A policy such as this would establish the process for receiving and considering requests as well as criteria to follow in establishing what options are to be considered.

Staff has researched information from surrounding cities on the types of policies that are used and the reasoning to adopt such a policy. Roeland Park does currently work with the police department to address concerns of speeding motorists in the residential neighborhoods. The city purchased a portable speed trailer that can be placed off the street within the ROW that will monitor how fast motorists travel on our city streets. Information is collected by the system and a report is generated to assist the police department to identify if a need for additional enforcement exists as well as the time of day when enforcement would have the greatest impact.

Working closely with the police department and educating the public about traffic safety is a valuable tool to reduce traffic concerns in residential areas.

Attached is a draft Traffic Calming Policy for considering that has been developed by staff and the City Engineer based upon examples from neighboring cities.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Additional Information

The draft policy attached reflects 3 levels of traffic calming: Education, Enforcement and Engineering. Engineering entails constructing physical elements into the street-scape, this level of calming involves additional steps and meeting common traffic engineering criteria. Appendix C lists the types of physical elements available, this is referred to as the "Traffic Calming Toolbox"

Per the draft policy attached, requests for a neighborhood traffic study can be initiated by the following:

- Resident will submit a written request to the city.
- If the request is valid, staff will issue a survey to residents that are affected by the traffic concern
- The survey will then be reviewed by city staff
- There needs to be 60% or more of support to proceed forward with any traffic studies
- If less than 60% of support is not achieved, then the process will not proceed forward.

The draft policy also contains criteria that must be met for a traffic calming study to be warranted (or completed).

To qualify for "Traffic Calming Toolbox" treatments a street must meet the following requirements and score more than 30 points on the point rating system described in Table 1-1:

- The street must be classified as a "2nd Collector" or "residential" by the City of Roeland Park in Appendix B.
- No more than 2 travel lanes or 40-foot pavement width.
- Posted speed limit of 25 mph or less.
- No more than 5 percent long wheel-base vehicles.
- Greater than 500 AADT (Average Annual Daily Traffic) and less than **3,000 AADT** (based on a week-long study). The measured 85th percentile speed exceeds 25 mph by 6 mph or more.

Appendix D provides answers to Frequently Asked Questions.

Applying the Policy to Buena Vista:

The policy requires a request for traffic calming to be made, followed by the city providing a petition in the area of concern. 60% of the residents would need to sign the petition to move forward with performing a Neighborhood Traffic Study. Enforcement and education would be the first options.

Buena Vista is eligible for consideration based on the criteria in the document; the following would be required in a Neighborhood Traffic Study to determine eligibility for Traffic Calming.

- Collection of traffic counts
- Determination of the % of long wheel-base vehicles.
- A speed study to determine the 85% speed.

ATTACHMENTS:

Description	Type
 Traffic Calming Policy - Draft	Cover Memo

Traffic Calming Program



City of Roeland Park
Draft 2/17/2020

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CITY OF ROELAND PARK TRAFFIC CALMING PROGRAM

I. INTRODUCTION

The City of Roeland Park's Traffic Calming Program reflects the City's commitment to the safety and livability of its residential neighborhoods. This policy was developed through a joint endeavor by two city departments: Public Works and Police. Under this policy, the Public Works Department will work with the Police Department and residents in a unique, cooperative and comprehensive effort to identify traffic problems in their neighborhoods and seek appropriate solutions. Citizen participation is encouraged, as it is an important part of all traffic safety programs. Experience in other cities has shown that traffic safety related initiatives that are implemented without involving the neighborhood are frequently unsuccessful.

The purpose of the Traffic Calming Program is to address neighborhood traffic concerns on residential streets. The goal is NOT traffic displacement onto other residential streets. The goal of the Traffic Calming Program is to promote safe and livable neighborhoods by reducing the negative impact of traffic in residential areas through education, enforcement and engineering. Although "livable" in terms of a neighborhood does not have a precise definition, a livable neighborhood can be described as having the following characteristics:

- Ability to feel safe and secure when using the street.
- Opportunity to interact with neighbors.
- Ability to experience a sense of home and privacy.
- A sense of community identification.
- Attractive streets.

Action(s) taken to address neighborhood traffic concerns are identified through a Neighborhood Traffic Study that can be initiated through several avenues, including resident request.

II. NEIGHBORHOOD TRAFFIC STUDY

Requests for a Neighborhood Traffic Study may be initiated by any of the following:

- Residents or property owner/neighborhood associations may request a Neighborhood Traffic Study by submitting a written request at City Hall. Upon receipt of a valid request, staff will prepare a survey for the applicant to distribute that lists the property ownerships facing the street segment(s) on which the request reported areas of concern. A street segment is defined as that part of a street between successive intersecting streets. The survey must be returned with at least sixty percent (60%) support. Surveys will be reviewed by city staff for validity by verifying signatures to property ownership. If 60% is not reached the process will end at that point.
- Police Department, Fire Department, schools or other similar service agencies may request that studies be undertaken to solve a specific concern with respect to traffic and pedestrian safety.
- City staff may initiate a Neighborhood Traffic Study to solve a specific concern with respect to traffic, pedestrian or operations. This concern may be identified through data collection and monitoring.

At a minimum the request should identify: the purpose of the study; location; description of the perceived problem (i.e. excessive traffic speed or time of day the problem occurs, where, etc.); and a neighborhood representative (person of contact for the neighborhood). The neighborhood representative may be the applicant, or someone designated by the residents to represent the community. This person will also be responsible for the organization of any surveys and coordination with the City.

Each request is recorded into the City's database of traffic calming requests. Upon receipt of a Neighborhood Traffic Study request, City staff, including a representative of the Police Department (when applicable) will define boundaries of the impact area. The impact area includes properties which may be affected by actions taken to mitigate the concerns expressed in the request. Impact areas may include a single street segment or multiple streets depending on the nature of the concern. City staff will contact the neighborhood representative, if necessary, to clarify the nature and extent of the perceived problem (e.g. excessive speed, high traffic volume, cut-through traffic, and whether the problem is at mid-block or at an intersection).

After discussion with the requesting party and/or neighborhood representative, additional information will be gathered to help recognize the concern, rank the priority in relation to other traffic calming requests, and identify what action and treatment(s), if any, should be implemented. Information collected may include street width, street classification, crash records, travel speeds and other appropriate information to assist in addressing the concern.

When the necessary information has been acquired and it is determined a street is eligible for traffic calming, a Neighborhood Traffic Study will be completed by City staff to determine which course of action or combination of actions should be taken: education, enforcement, and/or engineering. The City may, at any point, bring in a third-party consultant to help with any or all portions of the study and recommendations. The results and recommendations of the Neighborhood Traffic Study will be conveyed to the neighborhood representative.

The Three E's of Neighborhood Traffic Safety

Education: Radar Trailer, Message Boards, Neighborhood Newsletters, Informational pamphlets, City Web-Site;

Enforcement: Assigned enforcement areas are conducted by the Police Department, planned return enforcement of completed program areas, random enforcement of areas with a low volume of violators;

Engineering: Review areas for atypical circumstances, investigate geometric modifications to the street which may include construction of traffic calming measures presented in the traffic calming toolbox, Appendix C.

III. EDUCATION

If the Neighborhood Traffic Study reveals traffic calming criteria has not been met, City staff will attempt to raise public awareness and convey reasonable traffic expectations in the impact area through education. The local traffic conditions will be explained to the residents and sources of neighborhood traffic safety information will be presented (city web-site, informational pamphlets, etc.). Another application into the program for the same area may not be submitted within two years from the date the traffic study was completed, unless City staff determines there have been significant changes to the transportation system that would impact the recommendation.

If there is an occasional problem that doesn't warrant enforcement or engineering measures, means of improving neighborhoods by reducing the negative impact of traffic through education will be discussed. Typically, most of the vehicles using residential streets are people who reside in the neighborhood. The City in conjunction with the Police Department will attempt to educate the residents on non-invasive methods of deterring traffic problems within a neighborhood. These methods may include neighborhood traffic safety campaigns, message boards, and radar speed display units. Neighborhood traffic safety campaigns usually consist of personalized letters or general flyers that are distributed to all residents in the neighborhood. The letters and flyers may cite statistics on speeding, or other findings summarized in the neighborhood traffic study for the area and appeal for compliance with traffic laws. Message boards may be used to raise driver awareness regarding neighborhood traffic concerns. Radar speed display units can be used to remind drivers that they are speeding, thus encouraging compliance with the speed limit. If an education approach is recommended in the Neighborhood Traffic Study, but not an engineered treatment or planned enforcement, another application into the program for the same area may not be submitted within two years from the date the traffic study was completed, unless City Staff determines there have been significant changes to the transportation system that would impact the recommendation.

If the problem is severe enough that enforcement and/or engineering treatments are recommended, the education techniques described above will still be discussed. The combination of education with enforcement and/or engineering is a benefit to the residents and an important aspect of the program. Since enforcement and engineering treatments may be recommended and not be supported, education could be the only initiative explored.

IV. ENFORCEMENT

City staff may coordinate with the Police Department to pursue an increased presence and traffic enforcement in the area.

Enforcement in assigned areas is conducted by the Police Department with planned return enforcement of completed program areas and random enforcement of areas with a low volume of violators.

Upon completion of any applied enforcement technique another application to the program for the same area cannot be submitted within two years from the date the traffic study was completed, unless City Staff determines there have been significant changes to the transportation system that would impact the recommendation.

V. ENGINEERING

TRAFFIC CALMING TREATMENTS

a. Background

If all education and enforcement initiatives are unsuccessful or inappropriate due to the nature of the concern the use of traffic calming treatments may be considered. Traffic calming treatments are physical measures that reduce the negative effects of motor vehicles, alter driver behavior, and improve conditions for non-motorized street users. It is the retrofitting of physical measures into the roadway to reduce traffic speeds, thereby generally making the street environment more safe and pleasant for pedestrians, other drivers, and residents. Traffic calming is not the addition of STOP signs and speed limit signs that require enforcement and follow the Manual on Uniform Traffic Control Devices for installation. By contrast, traffic calming measures are intended to be self-enforcing. Traffic calming, by its nature, will impact neighborhoods and residents within the neighborhood the most. Thus, the implementation of any traffic calming treatment without overwhelming local support can have significant backlash. Traffic calming has several potential benefits as well as some potential disadvantages. Summarized below are a few benefits and disadvantages of traffic calming.

Benefits of Traffic Calming:

- Reducing speeds.
- Reducing collision frequency and severity.
- Increasing the safety for non-motorized users of the street.
- Enhancing the street environment (streetscape).
- Increasing the quality of life.
- Incorporating the preferences and requirements of people using the area along street(s).
- Reducing the negative impacts of vehicles on the environment and the neighborhood.

Disadvantages of Traffic Calming:

- Slight increase in emergency response time.
- Vehicles may be damaged, and people injured by inappropriate driver behavior (e.g., driving too fast or inattentive).
- Snow removal is more difficult and time consuming.
- Installation cost.
- Additional signage will be required.
- Additional lighting may be required.
- Increased maintenance.
- Annoying to some residents (noise and inconvenience).
- Some treatments can restrict resident access.
- Diverting traffic and causing problems in other areas.
- Could decrease parking.

Traffic calming treatments have been implemented in the United States since the 1980's. In Europe and Australia, some of these same treatments have been used long before the 1970's. Many of the successful traffic calming treatments used are into their second and third generation. There are more than 25 treatments commonly used around the world. Many of these treatments

are used in the United States. The most effective traffic calming treatments are those that deflect vehicles vertically, horizontally, or both. Some of the treatments applicable for use in Roeland Park are shown in the Traffic Calming Toolbox, Appendix C. These techniques range from street chokers and chicanes to traffic circles. City staff may determine to use of one or more of these treatments as a possible solution for traffic concerns. However, the Neighborhood Traffic Study must show there is a need for traffic calming and that the street is suitable for treatment.

b. Qualification

Traffic calming treatments are typically the most expensive means of mitigation and have the most significant impact to residents.

Not all streets are suitable for traffic calming treatments. Suitability is based on speed, volume, street classification and several other criteria. To be qualified for traffic calming treatments a street must meet the all the following requirements and score more than 30 points on the point rating system described in Table 1-1:

- The street must be classified as either a “2nd Collector Street” or a “residential Street” by the City of Roeland Park in Appendix B.
- No more than 2 travel lanes or 40-foot pavement width.
- Posted speed limit of 25 mph or less.
- No more than 5 percent long wheel-base vehicles.
- Greater than 500 AADT (Average Annual Daily Traffic) and less than 3,000 AADT (based on a weeklong study).
- The measured 85th percentile speed exceeds 25 mph by 6 mph or more.

Table 1-1

Criteria	Basis
Speed	5 Points assigned for every mph greater than 5 mph above the posted speed [(85 th percentile speed – 5 mph – posted speed limit) x 5 points]
Volume	Average daily traffic volumes (weekday) 1 point for every 100 vehicles [AADT/100]

c. Concept

If (1) the data confirms the project meets the requirements for traffic calming treatments and (2) treatments are recommended by City staff and approved by Emergency Personnel, then a conceptual traffic calming plan and cost will be developed. The conceptual plan is staff's recommendation but should not be considered the only solution nor binding. This recommendation will be reviewed by the residents in the impact area at a meeting with the date and time coordinated between the City staff and the neighborhood representative. Upon discussion, residents may request alternative treatments, suggest modifications to the recommendation or no improvements at all. Revisions may be made by the City because of this dialogue.

d. Final Ballot

Following the neighborhood meeting, staff will prepare a survey to be mailed to the property ownerships facing the street segment(s) on which the request reported areas of concern. The survey must be returned with at least sixty percent (60%) support. Surveys will be reviewed by city staff for validity by verifying signatures to property ownership. If 60% is not reached the process will end at that point.

e. Council Approval

The proposed plan will be presented to the City Council for approval.

f. Priority

Traffic calming projects are anticipated to be implemented on an annual basis. Implementation is based on a ranking system and available City funding. The ranking system prioritizes projects based on the rating score received.

g. Design

The project will be designed according to City standards, generally conforming to practices set forth by the Institute of Transportation Engineers (ITE) and any signage will be compliant with the Manual on Uniform Traffic Control Devices (MUTCD).

h. Construction

The project will be let, constructed, managed, and inspected in accordance with City standards.

i. Modification/Removal

Traffic calming measures may be removed or modified, at the discretion of the City, for any of the following reasons:

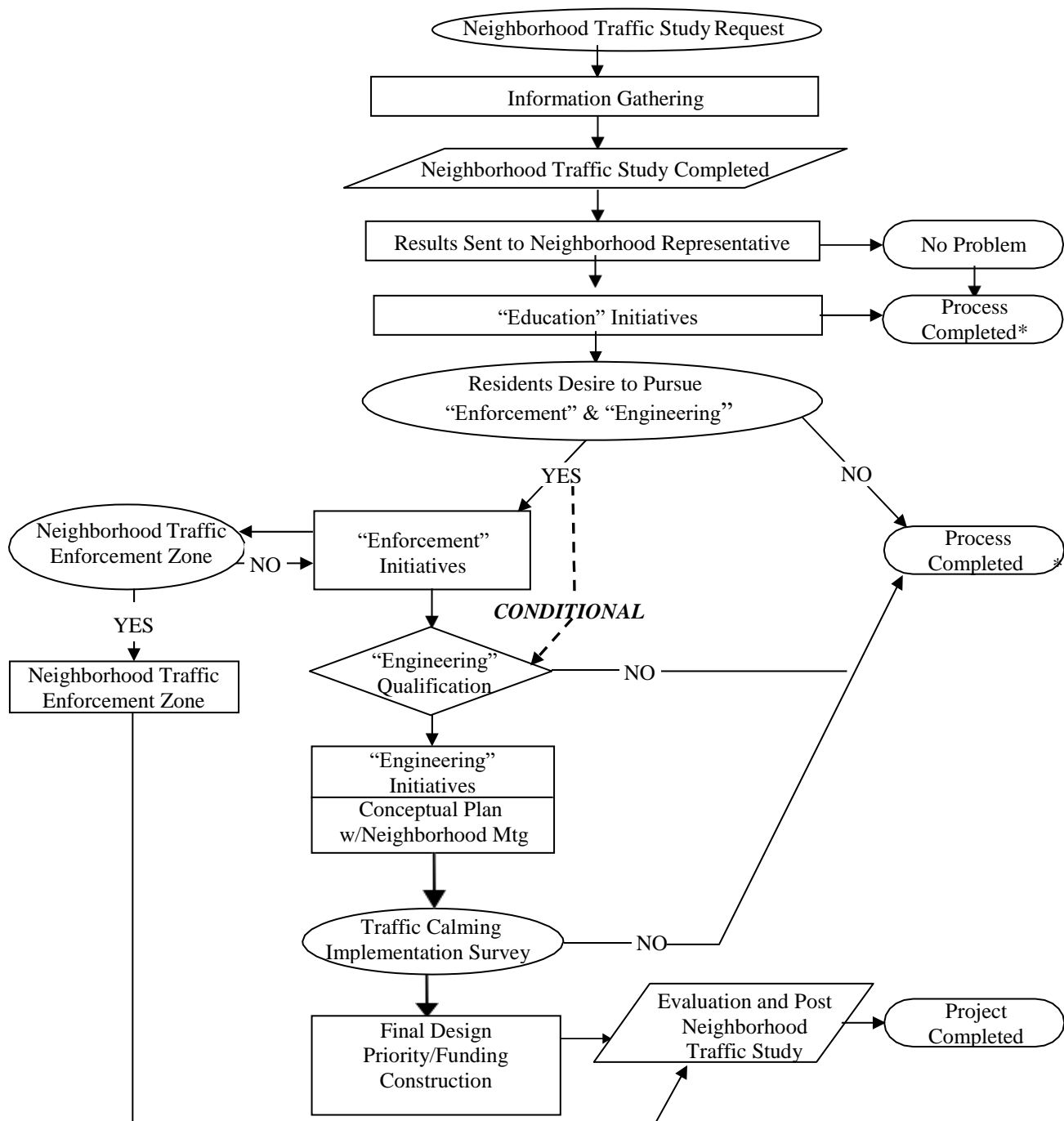
- If unacceptable impacts are identified through a subsequent traffic study.
- If a significant amount of traffic has been diverted to another street as determined by staff.
- Data collected indicates that the traffic calming goals have not been achieved.

VI. CONCLUSION

Any part of this program may be modified or altered by staff to help achieve the desired outcome of traffic behavior modification. This program is not intended to divert traffic to adjacent streets or affect traffic volumes.

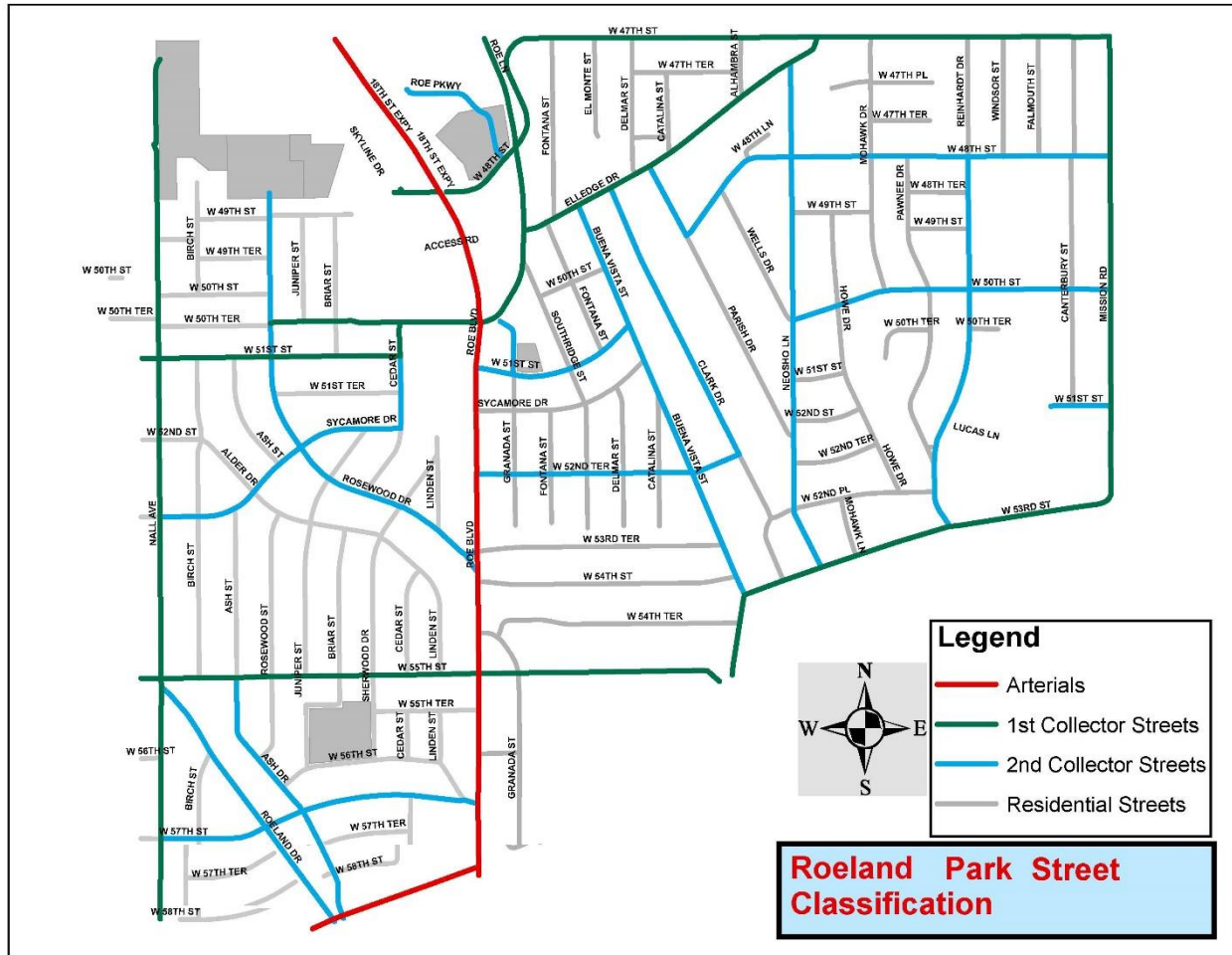
All parts of this program will abide by recognized design standards including the Manual of Uniform Traffic Control Devices (MUTCD) and others adopted by the City of Roeland Park, KS.

APPENDIX A. Neighborhood Traffic Safety Program Flow Chart



*After the process has been completed another application for the same area cannot be submitted for two years

APPENDIX B. Roeland Park Street Classification Map



APPENDIX C. Traffic Calming Toolbox

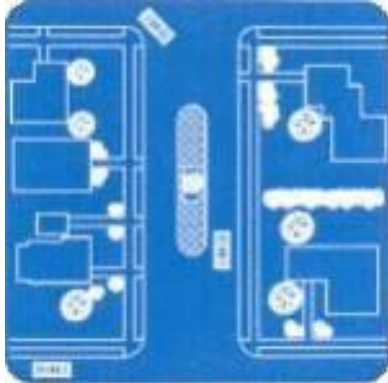
HORIZONTAL DEFLECTION

- Center Island Narrowing
- Chicanes
- Chokers
- Median Barriers
- Traffic Circle
- Roundabouts
- Realigned Intersection
- Neckdowns
- Forced Turn Islands

VERTICAL DEFLECTION

- Raised Crosswalks
- Raised Intersections
- Speed Tables
- Textured Pavement

CENTER ISLAND NARROWING



Description: A center island narrowing is a raised island located along the centerline of a street that narrow the travel lanes at that location. Center island narrowing are often landscaped to provide a visual amenity. Placed at the entrance to a neighborhood, and often combined with textured pavement, they are often called "gateway islands." Fitted with a gap to allow pedestrians to walk through at a crosswalk, they are often called "pedestrian refuges."

Purpose: To reduce traffic speed by narrowing the roadway with a median, and to increase pedestrian safety by providing a refuge halfway across the street, so that only one direction of traffic need be crossed at a time.

Advantages:

- Center Island Narrowing increase pedestrian safety;
- If designed well, they can have positive aesthetic value;

Disadvantages:

- Their speed-reduction effect is somewhat limited by the absence of any vertical or horizontal deflection;
- They may require elimination of some on-street parking.



CHICANES



Description: Chicanes are curb extensions that alternate from one side of the street to the other, forming S-shaped curves. Chicanes can also be created by alternating on-street parking, either diagonal or parallel, between one side of the street and the other. Each parking bay can be created either by restriping the roadway or by installing raised, landscaped islands at the ends of each parking bay.

Purpose: To slow vehicle speed mid-block using horizontal deflection.

Advantages:

- Chicanes discourage high speeds by forcing horizontal deflection;
- They are easily negotiable by large vehicles (such as fire trucks) except under heavy traffic conditions.

Disadvantages:

- They must be designed carefully to discourage drivers from deviating out of the appropriate lane;
- Curb realignment and landscaping can be costly, especially if there are drainage issues;
- They may require the elimination of some on-street parking



CHOKERS



Description: Chokers are curb extensions at midblock locations that narrow a street by widening the sidewalk or planting strip. If marked as crosswalks, they are also known as safe crosses. Two-lane chokers leave the street cross section with two lanes that are narrower than the normal cross section. One-lane chokers narrow the width to allow travel in only one direction at a time, operating similarly to one-lane bridges.

Purpose: To reduce vehicle speed mid-block and to increase pedestrian safety.

Advantages:

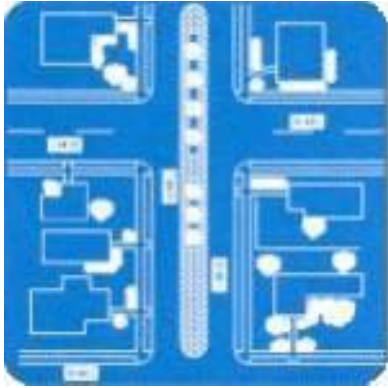
- Chokers are easily negotiable by large vehicles (such as fire trucks);
- If designed well, they can have positive aesthetic value;

Disadvantages:

- Their effect on vehicle speeds is limited by the absence of any vertical or horizontal deflection;
- They may require bicyclists to briefly merge with vehicular traffic;
- They may require the elimination of some on-street parking.



MEDIAN BARRIERS



Description: Median barriers are islands located along the centerline of a street and continuing through an intersection so as to block through movement at a cross street.

Purpose: To prevent cut through traffic.

Advantages:

- Median Barriers can improve safety at an intersection of a local street and a major street by prohibiting dangerous turning movements;
- They can reduce traffic volumes on a cut-through route that crosses a major street.

Disadvantages:

- They require available street width on the major street;
- They limit turns to and from the side street for local residents and emergency services.



TRAFFIC CIRCLE



Description: Traffic circles are raised islands, placed in intersections, around which traffic circulates.

Purpose: To slow vehicle speeds at intersections using horizontal deflection and a visual deterrent to higher speeds.

Advantages:

- Traffic Circles are very effective in moderating speeds and improving safety;
- If designed well, they can have positive aesthetic value;
- Placed at an intersection, they can calm two streets at once.

Disadvantages:

- They are difficult for large vehicles (such as fire trucks) to circumnavigate;
- They must be designed so that the circulating lane does not encroach on the crosswalks;
- They may require the elimination of some on-street parking;
- Landscaping must be maintained, either by the residents or by the municipality.



ROUNDBABOUTS



Description: Roundabouts require traffic to circulate counterclockwise around a center island. Unlike Traffic Circles, roundabouts are used on higher volume streets to allocate right-of-way between competing movements.

Purpose: Slows traffic and reduces injury crashes at high volume intersections.

Advantages:

- Roundabouts can moderate traffic speeds on an arterial;
- They are generally aesthetically pleasing if well landscaped;
- They enhanced safety compared to traffic signals;
- They can minimize queuing at the approaches to the intersection;
- They are less expensive to operate than traffic signals.

Disadvantages:

- They may be difficult for large vehicles (such as fire trucks) to circumnavigate;
- They must be designed so that the circulating lane does not encroach on the crosswalks;
- They may require the elimination of some on-street parking;
- Landscaping must be maintained, either by the residents or by the municipality.



REALIGNED INTERSECTIONS



Description: Realigned intersections are changes in alignment that convert T-intersections with straight approaches into curving streets that meet at right-angles. A former "straight-through" movement along the top of the T becomes a turning movement. While not commonly used, they are one of the few traffic calming measures for T-intersections, because the straight top of the T makes deflection difficult to achieve, as needed for Traffic Circles.

Purpose: To slow vehicles as they pass bulb out.

Advantages:

- Realigned Intersections can be effective reducing speeds and improving safety at a T-intersection that is commonly ignored by motorists.

Disadvantages:

- The curb realignment can be costly; and
- They may require some additional right-of-way to cut the corner.



NECKDOWNS



Description: Neckdowns are curb extensions at intersections that reduce the roadway width from curb to curb. They "pedestrianize" intersections by shortening crossing distances for pedestrians and drawing attention to pedestrians via raised peninsulas. They also tighten the curb radii at the corners, reducing the speeds of turning vehicles.

Purpose: To reduce speeds and provide pedestrian safety in areas with substantial pedestrian activity (downtown areas, etc.)

Advantages:

- Neckdowns improves pedestrian circulation and space;
- Through and left-turn movements are easily negotiable by large vehicles
- They create protected on-street parking bays;
- They reduce speeds, especially for right-turning vehicles.

Disadvantages:

- Effectiveness is limited by the absence of vertical or horizontal deflection;
- They may slow right-turning emergency vehicles;
- They may require the elimination of some on-street parking near the intersection;
- They may require bicyclists to briefly merge with vehicular traffic.



FORCED TURN ISLANDS



Description: Forced Turn Islands are raised islands that block certain movements on approaches to an intersection

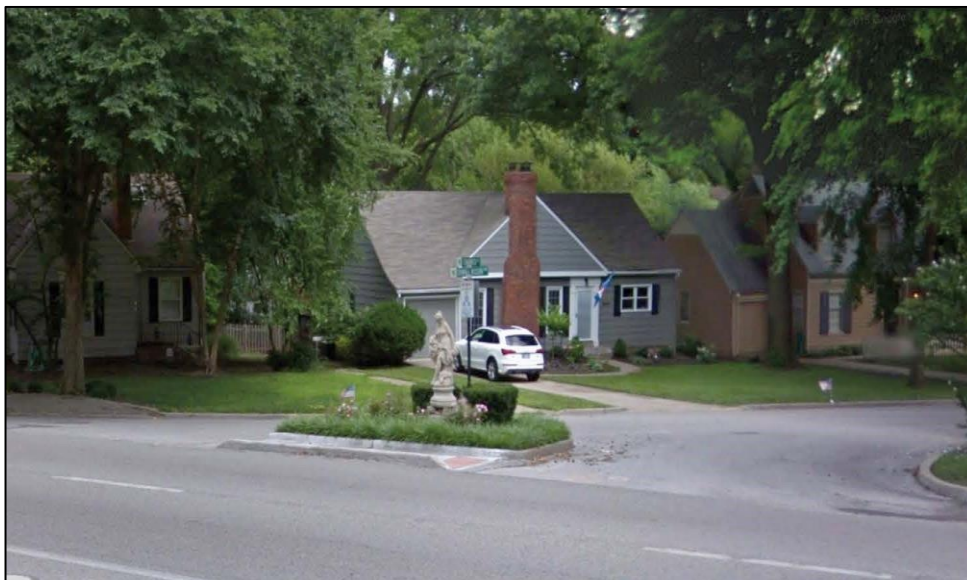
Purpose: To slow vehicle speeds at intersections using horizontal deflection and a visual deterrent to higher speeds.

Advantages:

- Forced Turn Islands can improve safety at an intersection of a local street and a major street by prohibiting dangerous turning movements;
- They reduce traffic volumes.

Disadvantages:

- If designed improperly, drivers can maneuver around the island to make an illegal turning movement;
- They may simply divert a traffic problem to a different street.



RAISED CROSSWALKS



Description: Raised crosswalks are Speed Tables outfitted with crosswalk markings and signage to channelize pedestrian crossings, providing pedestrians with a level street crossing. Also, by raising the level of the crossing, pedestrians are more visible to approaching motorists

Purpose: To reduce vehicle speeds at crosswalks and to improve pedestrian safety.

Advantages:

- Raised Crosswalks improve safety for both pedestrians and vehicles;
- If designed well, they can have positive aesthetic value;
- They are effective in reducing speeds, though not to the extent of Speed Humps.

Disadvantages:

- Textured materials, if used, can be expensive;
- Their impacts on drainage needs to be considered;
- They may increase noise and air pollution.



RAISED INTERSECTIONS



Description: Raised intersections are flat raised areas covering an entire intersection, with ramps on all approaches and often with brick or other textured materials on the flat section. They usually raise to the level of the sidewalk, or slightly below to provide a "lip" that is detectable by the visually impaired. By modifying the level of the intersection, the crosswalks are more readily perceived by motorists to be "pedestrian territory".

Purpose: To slow vehicle traffic at an intersection.

Advantages:

- Raised Intersections improve safety for both pedestrians and vehicles;
- If designed well, they can have positive aesthetic value;
- They can calm two streets at once.

Disadvantages:

- They tend to be expensive, varying by materials used;
- Their impact to drainage needs to be considered;
- They are less effective in reducing speeds than Speed Humps, Speed Tables, or Raised Crosswalks.



SPEED TABLES



Description: Speed tables are flat-topped speed humps typically long enough for the entire wheelbase of a passenger car to rest on the flat section. Their long flat fields, plus ramps that are sometimes more gently sloped than Speed Humps, give speed tables higher design speeds than Speed Humps. The brick or other textured materials improve the appearance of speed tables, draw attention to them, and may enhance safety and speed-reduction.

Purpose: To reduce vehicle speed.

Advantages:

- They are smoother on large vehicles (such as fire trucks) than Speed Humps;
- They are effective in reducing speeds, though not to the extent of Speed Humps.

Disadvantages:

- They have questionable aesthetics, if no textured materials are used;
- Textured materials, if used, can be expensive;
- They may increase noise and air pollution.



TEXTURED PAVEMENT



Description: Textured and colored pavement includes the use of stamped pavement or alternate paving materials to create an uneven surface for vehicles to traverse. They may be used to emphasize either an entire intersection or a pedestrian crossing and are sometimes used along entire street blocks.

Purpose: To reduce vehicle speed.

Advantages:

- Textured Pavements can reduce vehicle speeds over an extended length;
- If designed well, they can have positive aesthetic value;
- Placed at an intersection, they can calm two streets at once.

Disadvantages:

- They are generally expensive, varying by materials used;
- If used on a crosswalk, they can make crossings more difficult for wheelchair users and the visually impaired.



APPENDIX D. FAQ

What is the effect of traffic calming on property values?

According to a study by the Institute of Transportation Engineers (ITE) "it cannot be demonstrated that installing speed humps will affect property values in any predictable way" (ITE, *The Economic Impact of Speed Humps on Housing Values*, January 2000). In addition, Horizontal treatments with landscaping are seen as an asset because of lower speeds and improved aesthetics.

What is the effect of traffic calming on emergency response?

The City, as well as its residents and businesses, place a very high priority on minimizing emergency response times. Emergency response personnel are generally not in favor of vertical deflection treatments because they are required to slow down. Horizontal treatments slow emergency vehicles to a varying degree. Studies show the following average delays to emergency vehicles for certain types of devices:

TYPE OF DEVICE	AMBULANCES	FIRE TRUCKS
Speed Hump	2.3-9.7 seconds	3-5 seconds
Traffic Circle	Not Available	1.3-10.7 seconds

Source: City of Portland

Any proposal of a traffic calming device along a roadway will be discussed with local emergency agencies for endorsement.

What is the effect of traffic calming on adjoining non-project streets?

Diversion of traffic to other streets following the installation of traffic calming treatments can be a positive or a negative result. A positive result involves diversion of traffic to collectors or arterials that are better able to handle traffic. An unacceptable variety of diversion sends traffic to adjacent residential streets.

Are there any impacts to transit and utility vehicles?

Some of the traffic calming options could potentially impact bus routes and utility vehicles such as trash trucks. Providers of these services will have to be consulted whenever neighborhoods are considered for traffic calming treatments.

Are there any impacts for other roadway users?

Traffic calming actions must consider other users such that there are no unintended negative safety impacts. These users are bicyclists, roller skaters, skate boarders, joggers, pedestrians, etc.

What about noise?

The noise resulting from vehicles braking and going over or around traffic calming devices may have an impact on the acceptability of these devices by residents living closest to them. The support of residents living immediately adjacent to locations where physical changes are proposed will be essential to the success of any project.

Will there be loss of parking?

It is often necessary to prohibit on-street parking in the immediate vicinity of the traffic control measure in order to accommodate realigned vehicle path or sight distance issues.

What about visual impacts and aesthetic concerns?

While some traffic calming devices can have favorable aesthetic impacts, others can be, by their nature, unattractive. Devices such as speed humps and diverters most often pose little opportunity for the incorporation of aesthetics and can have negative visual impacts. Some traffic calming actions require reflective devices, signs and striping which may negatively affect the aesthetics of a neighborhood.

Will there be an increased maintenance cost?

City maintenance costs will increase in two areas. Snow removal around the devices will increase cost and service time. In addition, devices such as speed humps will have to be reinstalled each time a residential street is overlaid.

Will landscaping be included?

The City will include landscaping in the design (if applicable). Maintenance of the landscaping will become the responsibility of the residents or the home association. Landscaping that is not maintained will be replaced with low or no maintenance items.

What are the liabilities of traffic calming?

While members of the public have a right to use public highways without obstruction and interruption, this right is subject to the power of local governments to impose reasonable restrictions for the protection of the public. The legal issues surrounding traffic calming fall into three categories: *statutory authority*, *constitutionality*, and *tort liability*. First, the local government must have legal authority to implement a given set of traffic calming measures on a given class of roadways. Second, the local government must respect the constitutional rights of affected landowners and travelers on the roadways. Finally, the local government must take steps to minimize the risk to travelers from the installation of such measures.

What is the effect on police enforcement?

The Police generally support traffic calming measures for their potential to control speeding and reduce collision severity. Engineering measures are self-enforcing, which takes some of the pressure off police officers to enforce traffic laws. Speed humps quietly enforce speed limits 24 hours a day. The police also support certain measures, those restricting access, for their potential to reduce crime. While traffic calming measures must have some effect on police response times, it does not seem to be an issue. Use of vehicles with small wheelbases and good suspensions makes the difference. New patrol cars can maintain speeds of 25 mph over 12- foot speed humps. The advantage of small wheelbases is also realized on the tight curves of traffic circles and chicanes.

Item Number: DISCUSSION ITEMS- II.-3.
Committee 2/17/2020
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 2/17/2020
Submitted By: Jennifer Jones-Lacy
Committee/Department: Admin
Title: **Discuss Youth Advisory Committee**
Item Type: Discussion

Recommendation:

To consider integrating youth members into each of the four standing citizen committees: Parks & Trees, Sustainability, Arts Advisory and Engagement, rather than creating a separate Youth Advisory Committee.

Details:

In 2019 Mayor Kelly submitted a budget objective to reinstitute the Youth Advisory Committee as a standing committee to advise the Council on matters important to the young people of our City. City staff and others worked to recruit members but had limited success in doing so. Rather than continue working to recruit youth for a new committee, we suggest integrating one or two youth representatives into the existing standing committees, in hopes that we will have an easier time recruiting and retaining youth members. Benefits of this method include:

1. We can have inter-generational dialogue and input on our Arts, Parks, Sustainability and Engagement Committees. As a Community for All Ages, this integration is important and brings many ideas to the forefront that may not otherwise be included in the conversation.
2. City Staff and elected officials will not have to coordinate, prepare for, attend and follow up on another committee meeting.
3. With a youth committee, there would be more guidance needed than there would be for other committees, especially at first. Bringing a youth rep on board on each of our existing committees would bring them into the fold with an established committee that has leadership and staffing already in place.
4. Parks, sustainability, art and engagement are areas that youth already care about and would add value to the existing discussions.

The City of Mission uses this method to integrate youth into their existing committees. The youth members would be considered full voting members of each committee and would count towards

quorum. I have shared this idea with the Committee chairs and have received mostly positive feedback so far. There have been concerns that youth members may not attend meetings regularly due to conflicting priorities. I think this can be easily remedied if each committee establishes and adopts their own guidelines for the dismissal of committee members. For example, if a member has more than three absences in a given year, they are dismissed from their service and no longer impact quorum. Each committee should determine their own thresholds and these terms should be applied uniformly to all members.

Making this change would not require an ordinance change as the code does not restrict the number of members each committee can have. In addition, there is no harm in keeping the Youth Advisory Committee within the code if at some point in the future the City wants to reactive this committee.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Item Number: **DISCUSSION ITEMS- II.-4.**
Committee **2/17/2020**
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 2/12/2020
Submitted By: Donnie Scharff, Director of Public Works
Committee/Department: Public Works
Title: **Overview of 2019-2020 Leaf Pickup Program**
Item Type: Other

Recommendation:

To review the 2019-2020 Leaf Program Cost with council.

Details:

Attached is the cost breakdown of the 2019-2020 Leaf Program. Below are some of the key performance measures from each of the past two seasons. This information is also shown at the bottom of the attached cost summary sheet.

2018-2019

- Total Staff Hours - 661.5 (**59 Hours was overtime**)
- C.Y. Collected - 4,090
- Total Pickups Provided - 2,219 (**Number of piles picked up**)
- Participation Percentage - 26%

2019-2020

- Total staff hours - 518.75 (**116 hours was overtime**)
- C.Y. Collected - 3,435
- Total Pickups Provided - 2,893 (**number of piles picked up**)
- Participation Percentage - 34%

Total man hours declined (roughly 160 hrs) along with man hour minutes per pick up (down from 17 min to 10 min) which both indicate that operating efficiencies are occurring as we gain experience with the new collection method. We did collect fewer cubic yards of leaves this season compared to last year (down 655 Cy) which contributes to fewer total man hours, but the volume of leaves collected (3,435 Cy) is still greater than what was collected during 2016 or 2017, which indicates the new method of collection is yielding greater utilization, this is also supported by the cubic yards collected per pick up being higher the past two seasons compared to 2016 and 2017.

Participation was 34% (measured by dividing how many pickups we provided- 2,893, by total potential pickups- 8,550) which is in keeping with our historical participation. We have not tracked participation by address, so we can't say what percentage of addresses use the program at least one of the three pickup opportunities.

The amount of overtime hours worked was double due to our staff working Sundays to get back on schedule following the leaf truck being out of service for a week during the 2nd pickup, which is when we have the greatest volume of leaves. The cost savings related to the reduction in man hours compared to last season was offset by the increased cost per man hour as well as incurring twice as many overtime hours.

The reduction in cost between this season and last season is accounted for by way of the 33% reduction in fee charged per cubic yard by Missouri Organics along with 655 Cy of fewer leaves (equates to a \$7,287 difference between seasons).

We received only a couple of complaints from residents concerning leaves obscuring sidewalks this season. As you recall direction this season was to retain a minimum 3' path on sidewalks when placing leaves at the curb. The fact that leaves were not placed in the street again proved to be a benefit this year as we incurred two snow falls during the collection season that would have caused leaves to be pushed back into yards during the snow plowing process. The snow events and waiting for melt did not cause us to fall behind schedule, due to providing some cushion in the collection schedule.

The vacuum method continues to prove it is a superior method of collecting leaves un-bagged at the curbside from multiple perspectives: lower cost, greater customer convenience, enhanced community safety, improved work environmental quality and less prone due to disruption from weather or inappropriate materials in leaf piles.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
 2019-20 Leaf Program Costs and Performance Report	Cover Memo

2019-20 Leaf Program Cost and Participation Summary

Labor Costs	Hourly Rate Including Benefits- 2019	Overtime Rate 2019	Hourly Rate Including Benefits- 2020	Overtime Rate 2020	Regular Hours Worked 2019	OT Hours Worked 2019	Regular Hours Worked 2020	OT Hours Worked 2020	Cost
Frankie Reeves	\$ 29.06	\$ 39.04	\$ 30.06	\$ 40.74	38.25	79.5	28.75	9.5	\$ 5,466
Daniel Vandenbos	\$ 37.75				25				\$ 944
Kyle Keeney	\$ 33.96	\$ 43.89	\$ 34.90	\$ 45.23	24.25	7.5	24		\$ 1,990
Doug Thorell	\$ 34.26	\$ 46.56	\$ 35.73	\$ 48.66	93	10.5			\$ 3,675
Joe Henley	\$ 34.77	\$ 44.52	\$ 34.77	\$ 44.52	64		8	5.25	\$ 2,737
Tracy Stuart	\$ 29.58	\$ 39.83	\$ 29.58	\$ 39.83	22	0.5	33.5	3.25	\$ 1,791
Donnie Scharff	\$ 54.76				42				\$ 2,300
	Total Labor Cost								\$18,903
Leaf Disposal Cost									
Containers	Quantity				Cost/Per				Cost
Missouri Organics	115	Loads			\$ 75.00				\$ 8,625
WCA	14	40 CY Dumpster			\$ 130.00				\$ 1,820
	Total Leaf Disposal Cost								\$10,445
Fuel Cost									
Asset	Fuel Usage (Gallons)				Cost/Per				Cost
#210 Leaf Vac Truck	390				\$ 2.78				\$ 1,084
#210 Leaf Vac Truck - Rear Motor	541				\$ 2.55				\$ 1,378
#201 Street Sweeper	172				\$ 2.80				\$ 482
#202 - Front Wheel Loader	14				\$ 2.80				\$ 39
	Total Fuel Cost								\$ 2,983
Equipment Cost (Based Upon Estimated Depreciation)									
Asset	Miles or Hours Used	Annual Depreciation			Leaf Program %				Cost
#201 Street Sweeper Total Miles	374	\$ 17,992			25%				\$ 4,498
#210 Leaf Vac Truck Total Miles	1,265	\$ 7,293			100%				\$ 7,293
#202 - Front Wheel Loader Total Hrs.	14	\$ 2,023			1%				\$ 28
	Total Equipment Depreciation Cost								\$11,819
Maintenance & Repairs									
Asset	Avg Cost/Year				Leaf Program %				Cost
#201 Street Sweeper	\$2,658				25%				\$665
#210 Leaf Vac Truck	\$1,386				100%				\$1,386
#202 - Front Wheel Loader	\$465				1%				\$6
	Total Maintenance & Repair Cost								\$ 2,057
	Total Leaf Pick Up Program Costs								\$46,207

Notes

11/4/19 to 2/1/20 Total Labor Hours= 518.75

Missouri Organic CY (25 CY/Load) 2,875

Roll Off CY (40 CY/Dumpster) 560

Total Cubic Yards of Leaves Collected 3,435

Average Cost per Gallon

Front End Loader used to load 40 yard roll offs on the weekend when Missouri Organics was closed

% is based on 3 out of 12 sweepings per year

% is based on dedicated use to program

Estimated program cost would be 10% over last season actual costs.

\$56,351

2019-20 Leaf Program Cost and Participation Summary

Performance Comparisons

						2016 Actuals	2017 Actuals	2018-19 Actuals	2019-20 Actuals
Total # of Properties Able to Participate						2,846	2,846	2,850	2,850
Potential # of Pickups	3	per residence				8,538	8,538	8,550	8,550
Number of Pick Ups Provided						3,202	2,849	2,219	2,893
Participation Percentage						38%	33%	26%	34%
Man Hours Dedicated to Pick Up						1,050	1,032	631	477
Avg Man Hour Minutes Per Pick Up						19.7	21.7	17.1	9.9
Gallons of Fuel Consumed						890	1,142	1,231	1,117
Gallons of Fuel Consumed Per Hour						0.85	1.11	1.95	2.34
Cubic Yards of Leaves Collected						2,080	2,617	4,090	3,435
Cubic Yards Collected per Pick Up						0.65	0.92	1.84	1.19
Total Program Cost						\$87,656	\$ 87,645	\$ 51,288	\$ 46,207
% Change in CY Leaves Collected Per Pick Up							41%	101%	-36%
% Change in CY of Leaves Collected							26%	56%	-16%
% Change in Cost of Program							0%	-41%	-10%

*Note: Missouri organics reduced what they charge per load of leaves from \$112.50 to \$75, a 33% price cut. This along with 655 fewer CY of leaves collected amounts to a \$7,287 difference in leaf disposal costs from last season to this season. This accounts for all of the reduction in program cost between seasons. The savings due to reduction in man hours was more than offset by the increase in cost per man hour along with higher overtime costs due to overtime hours being twice the number worked in the prior season (working on Sunday to make up for when the truck was out of service).

Item Number: DISCUSSION ITEMS- II.-5.
Committee 2/17/2020
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 1/30/2020
Submitted By: Keith Moody
Committee/Department: Admin.
Title: **Establish Ad-Hoc Historical Committee**
Item Type: Discussion

Recommendation:

Staff is seeking direction on the type and make up of the "Historical Committee" discussed being established at the prior Council workshop.

Details:

The Governing Body expressed interest in creating a "Historical Committee" to work on the "Historical Markers Objective from 2019" and the "Update to the City's History Objective in 2020". Attached is the policy concerning the temporary committees that may be established.

Staff is looking for direction on the type of committee as well as the number of committee members including the mix of elected and resident members. The Ad-Hoc committee seems most appropriate. For Ad-Hoc committees not more than 2 residents may be appointed for each elected official appointed. Not more than 4 elected officials shall be appointed.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Types of Committees	Cover Memo

ORDINANCE NO. 930

AN ORDINANCE RELATING TO THE ESTABLISHMENT OF AD HOC COMMITTEES AND TASK GROUPS OF THE GOVERNING BODY; ADDING ARTICLES 14 AND 15 TO CHAPTER I OF THE CODE OF THE CITY OF ROELAND PARK, KANSAS; ADDING SECTIONS 1-1401, 1-1402, 1-1403, 1-1404, 1-1405, 1-1406, 1-1407, 1-1501, 1-1502, 1-1503, 1-1504, 1-1505, 1-1506 AND 1-1507 TO THE CODE OF THE CITY OF ROELAND PARK, KANSAS

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

SECTION 1. Article 14 is hereby added to Chapter I of the Code of the City of Roeland Park, Kansas, and shall be titled "Ad Hoc Committees." Article 15 is hereby added to Chapter I of the Code of the City of Roeland Park, Kansas, and shall be titled "Task Groups."

SECTION 2. Section 1-1401 is hereby added to the Code of the City of Roeland Park, Kansas and shall read as follows:

1-1401. Purpose. Ad hoc committees shall be project- or subject-based. The duration of the committee shall be twelve months or until completion of the project or study of the subject.

SECTION 3. Section 1-1402 is hereby added to the Code of the City of Roeland Park, Kansas and shall read as follows:

1-1402. Creation and Establishment. Ad hoc committees shall be established by the Governing Body, with the approval of a majority vote at a City Council meeting. Ad hoc committees shall consist of up to four members of the Governing Body. If five or more of the Governing Body want to be on an ad hoc Committee, then the subject will be returned to a Governing Body workshop. In addition, City residents, Roeland Park business owners and members of the City Staff may be included on the committee; provided that non-Governing Body members shall not exceed 2/3 of the total committee membership. City residents and Roeland Park business owners desiring to become a member of an ad hoc committee must submit a volunteer application and shall be appointed by the Mayor and approved by a majority vote at a City Council meeting.

SECTION 4. Section 1-1403 is hereby added to the Code of the City of Roeland Park, Kansas and shall read as follows:

1-1403. Compensation. Members of ad hoc committees shall serve without compensation.

SECTION 5. Section 1-1404 is hereby added to the Code of the City of Roeland Park, Kansas and shall read as follows:

1-1404. Duties and Responsibilities. It shall be the duty of an ad hoc committee to review current uses and practices as they relate to the project or subject for which the committee was established. The committee shall report to the Governing Body from time to time. The committee may make recommendations to the Governing Body concerning policies in connection with the project or subject for which the committee was established, which may include actionable items for approval by the Governing Body at a City Council meeting. As deemed appropriate by the Governing Body, City Staff will support committee activities, either directly (as members of the committee) or indirectly.

SECTION 6. Section 1-1405 is hereby added to the Code of the City of Roeland Park, Kansas and shall read as follows:

1-1405. Advisors. The City Council may designate or employ, with or without compensation, such advisors to an ad hoc committee as the City Council shall hereafter determine to be necessary and advisable to accomplish the purposes for which the committee was established.

SECTION 7. Section 1-1406 is hereby added to the Code of the City of Roeland Park, Kansas and shall read as follows:

1-1406. Meetings, Rules and Regulations. The committee shall elect a Chair at its first meeting who shall preside over meetings and report to the City Council. The committee may elect a Vice Chair who shall assume the duties of Chair when the Chair is not available. The committee shall elect a Secretary to take minutes. The committee may adopt such rules and regulations as deemed necessary. Meetings of the committee shall be subject to the requirements of the Kansas Open Meetings Act.

SECTION 8. Section 1-1407 is hereby added to the Code of the City of Roeland Park, Kansas and shall read as follows:

1-1407. Code of Ethics. The Code of Ethics for Elective and Appointed Offices, as adopted pursuant to Charter Ordinance No. 29, and any amendments thereto, shall apply to the members of any ad hoc committee.

SECTION 9. Section 1-1501 is hereby added to the Code of the City of Roeland Park, Kansas and shall read as follows:

1-1501. Purpose. Task Groups shall be task- or topic-based. The duration of the task group shall be as long as needed to complete the work.

SECTION 10. Section 1-1502 is hereby added to the Code of the City of Roeland Park, Kansas and shall read as follows:

1-1502. Creation and Establishment. Task groups shall be established by the Governing Body, with the approval of the consensus of a majority of the Governing Body

members present at a Workshop meeting. Task groups shall consist of up to four members of the Governing Body.

SECTION 11. Section 1-1503 is hereby added to the Code of the City of Roeland Park, Kansas and shall read as follows:

1-1503. Compensation. Members of task groups shall serve without compensation.

SECTION 12. Section 1-1504 is hereby added to the Code of the City of Roeland Park, Kansas and shall read as follows:

1-1504. Duties and Responsibilities. It shall be the duty of a task group to review current uses and practices as they relate to the task or topic for which the task group was established. The task group shall report its findings to the Governing Body at a City Council or Workshop meeting upon the conclusion of its research. As deemed appropriate by the Governing Body, a task group may rely upon City Staff for information or resources.

SECTION 13. Section 1-1505 is hereby added to the Code of the City of Roeland Park, Kansas and shall read as follows:

1-1505. Advisors. The City Council may designate or employ, with or without compensation, such advisors to a task group as the City Council shall hereafter determine to be necessary and advisable to accomplish the purposes for which the task group was established.

SECTION 14. Section 1-1506 is hereby added to the Code of the City of Roeland Park, Kansas and shall read as follows:

1-1506. Meetings. Meetings of task groups shall be informal and no officers shall be established for task groups. No minutes of task group meetings shall be required. Meetings of the task group shall be subject to the requirements of the Kansas Open Meetings Act.

SECTION 15. Section 1-1507 is hereby added to the Code of the City of Roeland Park, Kansas and shall read as follows:

1-1507. Code of Ethics. The Code of Ethics for Elective and Appointed Offices, as adopted pursuant to Charter Ordinance No. 29, and any amendments thereto, shall apply to the members of any task group.

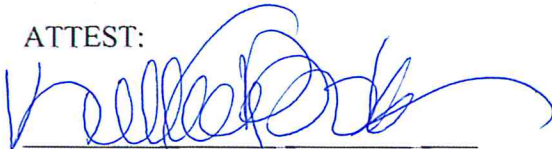
SECTION 16. This ordinance shall take effect upon its publication in the official City newspaper.

PASSED by the City Council this 20th day of June, 2016. APPROVED by the Mayor.



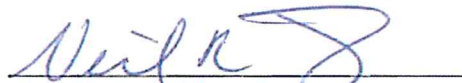
Joel Marquardt, Mayor

ATTEST:



Kelley Bohon, City Clerk

APPROVED AS TO FORM



Neil R. Shortlidge, City Attorney