

**GOVERNING BODY WORKSHOP AGENDA
ROELAND PARK
Roeland Park, City Hall 4600 W. 51st Street
Monday, April 4, 2022 5:00 PM**

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

I. APPROVAL OF MINUTES

A. March 21, 2022

II. DISCUSSION ITEMS:

1. Review Pilot Glass Recycling Information and Discuss Options - 20 min
2. Discuss Full-Time Management Internship - 10 min
3. Discuss Contract for Construction Project Management/Inspection Services - 10 min

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 **4/4/2022**
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **March 21, 2022**
Item Type:

Recommendation:

Details:

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Governing Body Workshop Meeting Minutes March 21, 2022	Cover Memo

GOVERNING BODY WORKSHOP MINUTES
Roeland Park City Hall
4600 W 51st Street, Roeland Park, KS 66205
Monday, March 21, 2022, 6:00 P.M.

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

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

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

Admin
Hill
Raglow

Finance
Madigan
Rebne

Safety
Faidley
Poppa

Public Works
Dickens
Brauer

(Governing Body Workshop Called to Order at 6:46 p.m.)

ROLL CALL

CMBR Dickens called the meeting to order. Mayor Kelly and CMBRS Faidley, Dickens, Hill, and Rebne were present in-person at City Hall. CMBRS Madigan, Poppa, and Raglow appeared virtually. CMBR Brauer was absent.

I. APPROVAL OF MINUTES

A. March 7, 2022

The minutes were approved as presented.

II. DISCUSSION ITEMS

1. Review and Preliminary Approval of 2023 Objectives

City Administrator Moody highlighted the draft 2023 goals and objectives. This provided an opportunity for the Governing Body to prioritize and get further information in anticipation of a preliminary approval.

A.1. Enhance Community Engagement in the Annual Budget Process.

This item was brought forward City CMBR Poppa as a way to engage the community in the City's budget process. CMBR Poppa said that Ms. Winn and City Intern Moorhead were helpful in putting this information together. He added that there is nothing wrong with their budget process but see this as a great opportunity to engage the public through participatory budgeting. He said that most residents do not know what it takes to compile the City's budget. In the past, community forums featuring the budget have not been well-attended and suggested various pop-up events that would be both informational and entertaining. They could start with the 2024 budget process and the anticipated cost would be about \$10,000.

CMBR Faidley saw this as a good idea and allows for a closer connection to residents and would also give the Governing Body an idea of what the citizens would like to see happen. She added that this is a worthy goal.

CMBR Raglow asked if there was any consideration given to adding a budget presentation to the Citizen Academy. City Administrator Moody said the plan is to hold the academy every other year. He said the academy is an excellent group to engage to bring people deeper into the budget discussion. He said they could also use some of the same techniques for the budget discussions that they used to bring people into the academy.

CMBR Rebne said it looks like a great idea. He would like to see them prioritizing diversity and be more explicit about who in the community and the demographics they are attempting to engage in the City process.

CMBR Poppa said they would like to talk with the Racial Equity Committee for any insights they may have.

Mayor Kelly added that this is a fantastic objective and hopes they include Katie Garcia, the City's PIO, and possibly working with the Chamber.

There was consensus to move forward with this objective.

B.1 Phase 3 Improvements at Cooper Creek Park

This item was brought forward by CMBR Brauer.

CMBR Hill expressed concern about erosion issues at Cooper Creek and whether the work being done was aggravating the problem. City Administrator Moody has asked Dan Miller, the City engineer, to investigate what is involved in erosion prevention for a controlled stream. It is a substantial undertaking and staff will provide more details on what would be involved on that project when Mr. Miller has completed his investigation.

Mayor Kelly said the erosion on the east side of the creek is an area of focus. A determination needs to be made with regard to the City's involvement and responsibility. The work to eradicate the invasive plants and adding native plantings that have beautified the park have been done on the east side of the creek. The Mayor said the Phase 3 component for Cooper Creek is warranted and he would support it.

CMBR Faidley asked if the erosion issues involved more than one property. City Administrator Moody said the main concern is with one property owner. CMBR Raglow added that there are now two or three property owners with erosion concerns. City Administrator Moody also added that this area was one of four water basin projects they wanted to complete. They met with extreme neighborhood opposition, and they filed a suit against the City, which was a great influence for why they did not move forward with the basin.

CMBR Rebne said it sounds like great improvements and asked if there is ongoing maintenance that needs to be added to the budget item.

Mayor Kelly said the citizen group that lives in that neighborhood, through the Cooper Creek Restoration project, has accepted the responsibility of clearing the invasive species, maintaining the

ten trees planted, pollinator bed preparation, and education, so that this is not a burden on Public Works.

CMBR Madigan said the group is very active. He also said the residents there did not feel they needed the stormwater improvements and fought hard for the work not to be done. He added that if the work needs to be done, then they should do it and bill the residents as they do for the other stormwater districts.

CMBR Faidley asked if the invasive species eradication played a factor in the creek erosion. City Administrator Moody said the eradication wasn't done in a manner to increase erosion; it was to help sunlight to get in to promote the groundcover which is beneficial to keeping the soil in place. The trees and plants put in have all been selected specifically to help keep the soil in place.

Mayor Kelly said he would like the discussion on erosion to be a separate issue from the Phase 3 Cooper Creek Park improvements.

CMBR Hill said she is in support of Phase 3 but would like to see them address the erosion issue.

There was consensus to move forward with this objective.

B.2. Update the Women's Restroom at the Aquatic Center.

CMBR Faidley expressed her appreciation to the Aquatics Committee and Parks and Recreation Superintendent Tony Nichols for bringing this objective forward. She said she is not looking for a spa but would like to see what they could do to make the restroom space more inviting.

CMBR Madigan said the Aquatics Committee felt the upgrades were necessary. He also would like to see them reach out to the women in the community for their opinion and comments.

CMBR Hill said she was outspoken about the need to update the men's restroom. She added that she is unsure of what is needed in the women's restroom and would like to look at it more closely. She also suggested adding a more complete family restroom.

CMBR Madigan said the site does not allow for a shower in the family restroom structure, but he did say he will get it on the Aquatics Committee agenda for discussion next month. He also invited everyone to attend the meeting.

CMBR Poppa said the 2021 men's restroom update was mandatory because there was no privacy. He said the women's restroom request seems to be more cosmetic. He said they have already spent a lot of money at the Aquatics Center, but if the updates are necessary, then he would not be opposed it but would like to see more information.

CMBR Faidley said there are some aesthetics, but the epoxy floor is a safety concern as it is coming up around the floor drains.

CMBR Dickens asked when the last time there were renovations to the women's restroom. Multiple Councilmembers said "never."

City Administrator Moody said there have been updates to the flooring, but the stalls and amenities are from the original construction.

Mayor Kelly said he was in support of the objective as written. He would also be interested if more amenities for the family restroom are possible and whether the financial implications are supportive of that.

There was consensus to move forward with this objective.

B.3 Review and Update to Nall Park Master Plan

CMBR Faidley brought this item forward to act as an aid to the City in identifying funding and scheduling of projects listed in the CIP as it pertains to Nall Park. There is a need to do a complete review and reevaluation of the existing master plan that was created in 2007 before moving forward with any major improvements. This will also ensure they are going in the direction where they want to end up. CMBR Faidley thanked Public Works Director Scharff and Parks and Rec Superintendent Nichols for their assistance with this item.

There was consensus to move forward with this objective.

B.4 Add Artistic Play Structure at Southeast Entryway to R Park

CMBR Raglow presented this item for an artistic play structure designed for the traffic garden at R Park. The hope is for children to be able to engage with the structure and the idea has been approved by both the Parks and Arts Committees. They continue to work on the project, considering universal and ADA designs.

CMBR Dickens asked if this would be a 2023 objective or something for the Arts and Parks committees. He said it is not completely an art piece as it would be built for kids.

CMBR Hill said she was 100 percent in love with the idea as it brings the traffic garden and play area together.

CMBR Poppa said the Arts Committee has approved the concept and agreed to give up one of their designated locations of art. He hesitated to call it art because it is a play structure even though it may be seen as both.

CMBR Madigan said he attended the Parks Committee meeting, and they were concerned about the height of the bike design in its original intent as interactive art. He suggested they reach out to mothers for their input and said the original concept frightened him.

CMBR Raglow initial design was put together by local design artist Matt Kirby and Roeland Park resident Matt Lero are taking another look at the design taking safety and size into consideration. She hopes they will have something in the next few weeks to present to the Parks Committee that will reflect those safety concerns.

CMBR Rebne thanked CMBR Raglow for this information but said he had not seen any images. CMBR Raglow said they are attached to the Parks Committee minutes. She asked that anyone looking at the

design look with open eyes and imagination. Mr. Kirby and Mr. Lero are thinking of a fantastical bike with jets, something that a child would draw in their notebook, and for them to bring it to life.

CMBR Faidley asked, with it being placed in the middle of the traffic garden feature, would it impact the greenspace? CMBR Raglow said the full size is not yet set and some greenspace will be taken, but for safety measures they will need a certain radius around the structure.

CMBR Faidley also asked how this objective would tie into R Park's Phase 3 timeline. City Administrator Moody said Phase 3 will be done in 2022 and if they know the dimensions of the structure, they can design the roundabout for the traffic garden around that. The Phase 3 improvements and installation of the play structure do not need to be coordinated together for construction purposes.

Mayor Kelly asked if Matt Kirby has designed other play structures in the past. CMBR Raglow said he has done significant creative work but is not sure about play structures, which is why they engaged Matt Lero to make sure they meet all safety guidelines and design a safe play structure. Mayor Kelly said he wants to make sure they are deliberate about who it is designed for. He also added that the fundraising group is covering \$30,000 of the cost with the remaining \$60,000 covered by the City.

CMBR Poppa said they allocated \$80,000 for play equipment in Nall Park and asked what they got for that. City Administrator Moody said the cost was to replace existing play features and not to expand what's currently there. It included the merry-go-round, swing sets, and climbing apparatus.

There was consensus to move forward with this objective.

C.1 Purchase 2 License Plate Reader Cameras for Police Department

Police Chief Morris said to purchase the two cameras would be \$57,000 with a \$5,000 ongoing fee for service and monitoring. The camera would operate 24/7/365 and alerts would go out for related criminal activity.

CMBR Dickens said the cameras are not used to read license plates for speeding. Police Chief Morris said they are for normal patrol and a lot of agencies are using them now. They are mounted to poles and not placed on cars.

CMBR Hill said they are like the cameras at a toll booth. Police Chief Morris said they are specific to law enforcement and not speeding or to issue traffic tickets.

CMBR Faidley asked Police Chief Morris to address the privacy issues and the possibility of someone hacking into the system. Police Chief Morris said the information is stored for 30 days and then deleted. He said the system is very secure and being used only by police departments. Lenexa, Overland Park, and Wichita currently use the system, and a lot of other agencies in Johnson County are also looking at the system. It is a very unique way to make the City more secure and safe. CMBR Faidley said she would like a review of the system after one year.

CMBR Rebne said that Roeland Park is developing their community as safe and welcoming, and he expressed a concern about the placement of the cameras and the potential racial profiling in the business district because it is a different demographic. Police Chief Morris responded that the

propensity for crime is in the business district which is where they would like to place the cameras. He said this is strictly related to criminal activity and has nothing to do with race. It is a fact that most crime in Roeland Park happens in their business district. The license plate readers have information on whether a vehicle is stolen or has been used in criminal activity. CMBR Rebne asked with regards to Roeland Park do there tend to be stolen vehicles in the business district. Police Chief Morris said approximately 30 vehicles are stolen out of Roeland Park every year. A lot of the crime committed in Roeland Park has been by users of stolen vehicles. This system would alert officers instantaneously of the vehicle's location. Chief Morris said it makes Roeland Park safer to be aware of what is going on in their City.

Mayor Kelly agreed that the business district is the best placement for the cameras. He expressed appreciation of the continued efforts of their Police Department to have a presence in the area and that this tool will help them and shows progress they are making in that district.

There was majority consensus to move forward with this objective.

C.2 Allocate Special Law Enforcement Funds to Support K-9 Expenses.

CMBR Madigan presented this item and said in 2018, when they were considering a K-9 officer, some on the Council didn't think it was necessary. As a community effort and contributions, they were able to purchase and care for Rango. This objective would be for the City to fund Rango as he has proven himself to be an asset to the department. CMBR Madigan also stated that Officer Honas, Rango's handler, helped him to bring forth this objective.

CMBR Dickens said he supports this item as he doesn't want to see the department with hat in hand, begging for money to support Rango.

City Administrator Moody said they do get money from seizures and there is currently \$24,000 in the Special Law Enforcement Fund even though he does not know how much of that 24,000 is directly attributable to seizures from Rango.

CMBR Dickens asked if Rango helps out other jurisdictions and Mr. Moody said he does. Police Chief Morris said depending on the seizure, their department tends to get 10 to 20 percent which goes towards the fund. Using Rango for other agencies goes along with the mutual aid cities offer one another. The program is also a good PR tool.

CMBR Faidley asked if there was a reason there wasn't a line item to fund the K-9 program. City Administrator Moody said the intent was for the K-9 donations to cover food, dental care, vet bills, and equipment. There have been no specific budgeted resources for this, and the objective would establish that process.

Police Chief Morris said they do get sporadic donations and equipment. Initially, the donations raised 100 percent needed. This objective would allow them to continue to reach without having to request a donation.

There was consensus to move forward with this objective.

CMBR Poppa said there was a miscommunication from the Arts Committee, and he was not able to get their budget objective in. He said they are meeting on Wednesday and requested the opportunity to present at the next opportunity. City Administrator Moody said he received an objective to reflect how their \$25,000 would be used in 2023. CMBR Poppa said that was the misunderstanding. Arts did a line item for 2022, which is what they are re-looking at. It was not a budget objective just how they were anticipating using the funds. There is an objective; it just didn't make it into the agenda.

There was consensus to allow CMBR Poppa to submit the Arts Committee's objective when it is available. City Administrator Moody said once he receives it, he will send it out to the Governing Body for review in advance of the next Workshop

CMBR Rebne said he was told in the past that when an objective is brought forward it is the entire Council who owns it and not attributed to one person. He respectfully asked that they be consistent.

2. Continued Discussion on Stormwater Utility

City Administrator Moody presented a graph that showed the surrounding cities that have stormwater utility fees and the amounts of those fees.

Mayor Kelly asked if tax-exempt entities such as schools and churches were required to pay a stormwater fee. City Administrator Moody said he will get confirmation to see if there are any exemptions, but he believes all of those entities pay a fee.

CMBR Faidley said she supports a diversification of tax revenue sources, and this would give Roeland Park an additional diversification. They could even contemplate a lower mill rate. She added that it would require a great deal of education to explain why they would be implementing a utility fee.

Mayor Kelly shared CMBR Faidley's thoughts and concerns as well. He would like to propose a decrease in the mill. He did express concern of the six-year process, that it would require a buy-in from their residents, but a simpler tax structure is better for their citizens.

CMBR Madigan said he does not see a purpose in making a change to the mill to make the utility fee look better. He also stated they do not need a lot of public input on this and would support no change.

CMBR Dickens said he has reservations on this and that most people do not know what a stormwater fee is. He said it would need to be a good sell. He said if they lower the mill, then everything else stays the same with the implementation of the fee.

CMBR Faidley suggested they could wait until 2027 when the districts assessments fall off. City Administrator Moody said in one way it is easier to wait until the current assessments fall off and then implement a stormwater fee. City Administrator Moody said in the alternative they could implement a layered approach so those currently in a special district would see a reduction immediately. The disadvantage of waiting until the assessment ends is those in special districts would finally get to zero and then have to start all over again.

CMBR Rebne said he would support no change.

CMBR Hill asked for more information as it seems they are trying to move things around to make them look better. She also wanted to make sure, when they are comparing themselves to other cities, that they are comparing the same things.

CMBR Faidley asked if they could further decrease the mill by implementing this fee. City Administrator Moody said by July they would need to have direction on whether to implement a stormwater utility fee or not.

Mayor Kelly suggested discussing this at the meeting in April to give them a better chance to educate themselves and for staff to gather further information.

This discussion will continue at the April 18th Workshop with final direction on a stormwater utility fee to be made by July.

III. NON-ACTION ITEMS

There were no items discussed.

IV. ADJOURN

MOTION: MAYOR KELLY MOVED AND CMBR REBNE SECONDED TO ADJOURN. (MOTION CARRIED 7-0.)

(Roeland Park Governing Body Workshop Adjourned at 8:11 p.m.)

Item Number: DISCUSSION ITEMS- II.-1.
Committee 4/4/2022
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 3/31/2022
Submitted By: Erin Winn
Committee/Department: Admin.
Title: **Review Pilot Glass Recycling Information and Discuss Options - 20 min**
Item Type: Discussion

Recommendation:

To give staff direction on future of a curbside glass recycling program in Roeland Park.

Details:

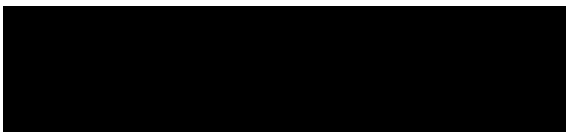
On August 2nd, Council approved a six month curbside glass recycling pilot program with Ripple Glass. The pilot program offered curbside glass recycling to 654 Roeland Park households, at a charge of \$2.50 per household per month, a total of \$9,000. The City paid the entirety of this cost out of the general fund; the participating households were not responsible for any cost. Of the 654 households, 62% participated.

Attached is a presentation outlining the results of the pilot program, the options for moving forward with curbside glass recycling, and the estimated fiscal and environmental impacts of each option.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Additional Information



Answer	Percentage
Very Supportive (04)	34.1%
Supportive (03)	16.3%
Not Sure (02)	15.7%
Not Supportive (01)	33.9%

Council should consider what they hope to learn from the pilot program (percent of participation indicating resident support; pounds of glass diverted indicating magnitude of service impact). Consideration should also be given to whether or not curbside glass recycling service should be added to the trash/recycling/yard-waste/leaf collection services already provided through the city or if it is a service that should be secured by residents via the open market. Also consider how this service cost would be covered? Ripple indicates that twice a month curbside glass collection will cost between \$3.50 and \$5.00/account/month (pilot fee is lower as Ripple wants to gain experience in delivering the service and learn from the pilot as well). For the 2,850 accounts in Roeland Park the estimate provided by Ripple (\$3.50 to \$5/month) equates to a range of \$120k to \$171k annually. For perspective residents currently pay \$16.67 per month for garbage/recycling/yard-waste and leaf collection services offered through the city. Ripples estimated rate would represent a 21% to 30% increase in the monthly solid waste services fee.

If Council were to choose to cover the cost out of the General Fund this would reduce the amount available for capital projects funding by \$120k to \$171k each year. Another way of looking at it would be a cost equal to 1.10 to 1.55 mills.

The link below takes you to the 2020 State of Curbside Recycling Report produced by the Recycling Partnership organization.

https://recyclingpartnership.org/wp-content/uploads/dlm_uploads/2020/02/2020-State-of-Curbside-Recycling.pdf

The report indicates 32% of the solid waste stream is being recycled nationwide. Page 3 of the report indicates 21% of residential solid waste by weight is glass. Page 6 of the report indicates that glass has a negative market value as of 11/2019. Page 8 reflects 59% of residents have access to curbside recycling service with 52% of those with access participating (page 9). This equates to 30% participation of all single family households.

Although we have no way of tracking who drops off glass at the Aldi drop off bin, between March 2020 and April 2022 337,800 lbs of glass have been collected. Assuming 6,700 people (population of Roeland Park) this amounts to 43 lbs of glass per person per year being recycled. Ripple estimates in the KC metro each person generates 80 lbs of glass waste per year.

Residential Glass Recycling Options Currently Available-

Glass Bandit- Customer names the price for every other week collection:
<https://www.glassbandit.com/>

KC Curbside Glass- \$10/month subscription fee for every other week collection:
<https://kccurbsideglass.com/kc-curbside-glass-recycling-sign-up>

Atlas Glass- \$10/month subscription fee for every other week collection:
<https://www.atlasglasskc.com/>

Dapper Glass- \$12.50/month subscription fee for twice a month collection:
<https://www.dapperglass.com/>

Ripple Glass- drop off locations offered for free (including the location at Aldi in Roeland Park), curbside service is not currently offered:
<https://www.rippleglass.com/>

Recycling Information Provided by WCA:

We estimate that Roeland Park households have a weekly curbside participation rate of 92-93%

We estimate that Roeland Park households set out 491.3 lbs. of recyclable material annually.

We estimate that Roeland Park households set out 1,335 lbs of Municipal Solid Waste annually.

National per-household generation numbers vary, but the EPA estimated that in 2018 Americans generated 4.9 lbs of MSW per person each day. That estimate includes waste generated outside the home.

The 2019 Johnson County Solid Waste Management Plan presumes 2.7 people per single-family household.

Based on a 2016 study conducted by The Recycling Partnership, surveying 465 cities across the country, the national average for the amount of single-stream recyclables collected curbside is 357 pounds per household per year.

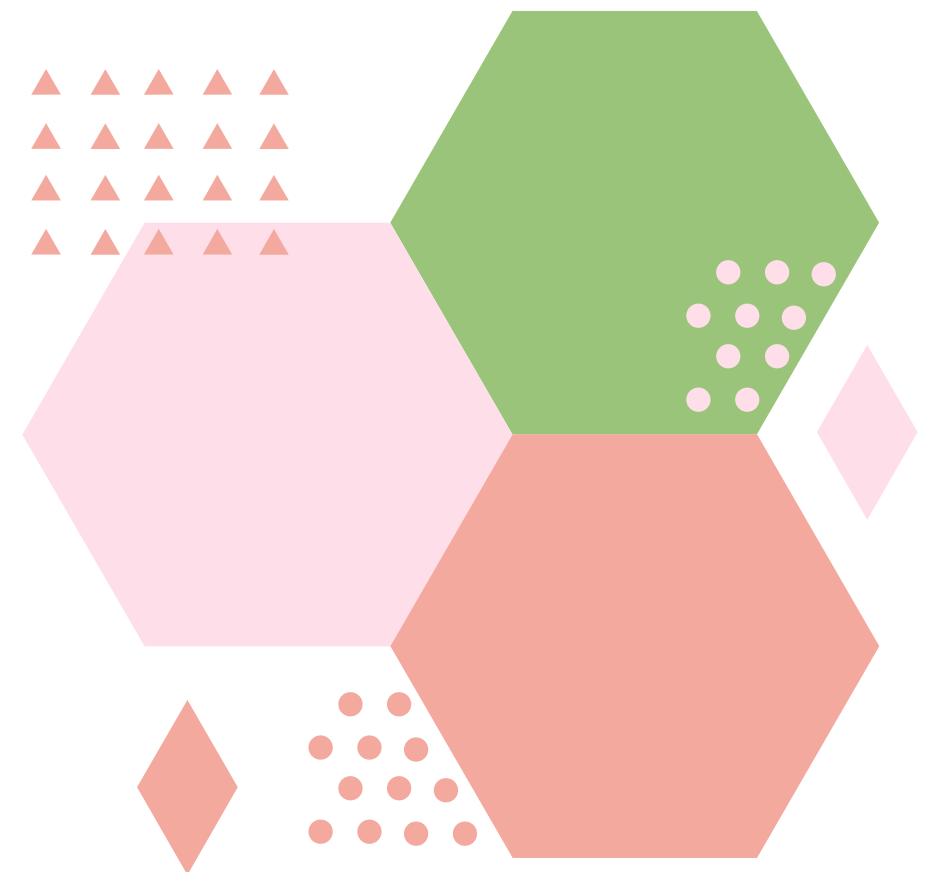
The 2019 Johnson County Solid Waste Management Plan shows that single-family households generated 502 pounds of single-stream recyclable material annually. The County's overall single-family recycling rate is 38.0 percent (18.9 percent yard waste and 18.7 percent single-stream recyclables).

ATTACHMENTS:

Description	Type
 Presentation	Cover Memo

CURBSIDE GLASS RECYCLING

PILOT RESULTS AND OPTIONS



RIPPLE GLASS PILOT PROGRAM

THE BASICS

- 6 month pilot program (Oct 2021 – March 2022)
- 654 eligible households, 66% participation rate
- Bi-monthly curbside collection
- City-funded (\$2.50 per account per month, \$9,000 total)



THE RESULTS

Roeland Park Curbside Pilot	5-Oct	19-Oct	2-Nov	16-Nov	7-Dec	21-Dec	4-Jan	18-Jan	1-Feb	15-Feb	1-Mar	15-Mar	TOTAL
Set-Outs	213	161	118	153	131	96	132	135	153	125	146	137	1700
Set-Out %	33%	25%	18%	23%	20%	15%	20%	21%	23%	19%	22%	21%	21.66%
Tons	1.53	0.97	0.66	0.94	0.85	0.72	1.02	0.91	1.07	0.8	1	0.75	11.22
Avg. Lbs/Set-Out	14.37	12.05	11.19	12.29	12.98	15.00	15.45	13.48	13.99	12.80	13.70	10.95	13.19
Avg. Lbs/Participating House	4.68	2.97	2.02	2.87	2.60	2.20	3.12	2.78	3.27	2.45	3.06	2.29	2.86

OPTIONS



CITY-WIDE CURBSIDE GLASS RECYCLING, PAID FOR BY THE CITY

- Seek proposals from local companies
- Add cost to FY 2023 General Fund Budget



CITY-WIDE CURBSIDE GLASS RECYLING, PAID FOR BY RESIDENTS

- Seek proposals from local companies
- Add cost to FY 2023 Solid Waste Assessment



REIMBURSE RESIDENTS FOR OPT-IN CURBSIDE GLASS RECYCLING SERVICES

- Develop program guidelines to reimburse for some or all of resident annual cost



STATUS QUO

- Residents opt-in for curbside subscription.

FISCAL AND ENVIRONMENTAL IMPACTS OF OPTIONS

Assumptions and Context:

- The analysis assumes monthly pick-up.
- Collection area of 2,851 households (identical to Solid Waste Assessment)
- For City-provided service, a monthly cost of \$2.25 is used for comparison. This cost could change based on the results of RFP.
- For resident opt-in service, a monthly cost of \$10 (average cost of available curbside services) is used.
- A participation rate of 42% is used to estimate cost for Option 3a and Option 3b. This is double the average participation % in the pilot, which accounted for bi-monthly pick up.
- The Avg Lbs of Waste Diverted Annually estimate is consistent across all options; assumes 42% of the average lbs per pickup reported in the pilot data (consistent with participation % used).

FISCAL AND ENVIRONMENTAL IMPACTS OF OPTIONS

Assumptions and Context con't:

- According to the 2020 State of Curbside Recycling Report put out by the Recycling Partnership organization, approximately **30%** of single family homes participate in curbside recycling nationwide and 21% of solid waste collected annually nationwide is recyclable glass.
- According to GFL (our solid waste provider), it is estimated that Roeland Park households have a curbside recycling participation rate of **92%**.
- It is estimated that the average Roeland Park household sets out 491.3 lbs of recycling annually and 1,335 lbs of municipal solid waste annually. This roughly equals 1,400,696 lbs of recycling and 3,806,085 lbs of solid waste City-wide.
- The estimated lbs of glass waste diverted annually with curbside glass recycling equals 14% of the total lbs of waste diverted annually in Roeland Park.

FISCAL AND ENVIRONMENTAL IMPACTS OF OPTIONS

	Annual Cost to City	Annual Cost to Residents	Estimated Lbs of Glass Waste Diverted Annually
Option 1: City-wide, City provided curbside recycling	\$ 77,004	\$ -	195,693
Option 2: City-wide, resident paid curbside recycling	\$ -	\$ 27	195,693
Option 3a: Resident opt-in subsidized recycling, 50% reimbursed	\$ 71,870	\$ 60	195,693
Option 3b: Resident opt-in subsidized recycling, 100% reimbursed	\$ 143,741	\$ -	195,693
Option 4: Resident opt-in recycling, no subsidy	\$ -	\$ 120	195,693

ADDITIONAL IMPACTS TO CONSIDER

- If Council were to choose to cover the cost out of the General Fund this would reduce the amount available for capital projects funding by \$77k each year.
- This cost is equal to .7 mill.
- A 92% participation rate in curbside glass recycling would divert approximately 830,312 lbs of glass per year.

CITIZEN INPUT

The 2021 Citizen Survey asked broadly which sustainable practices are difficult to practice in Roeland Park; the top responses were using public or alternative means of transportation, recycling glass (non-curbside recycling), and buying local products.

A specific question regarding resident-paid curbside glass recycling was also asked:

Q26. Please rate your level of support for each of the following. [10. The City offering curbside glass recycling services- each household would be assessed approximately \$3.50 per month regardless of their participation in the program]	
Answer	Percentage
Very Supportive (04)	34.1%
Supportive (03)	16.3%
Not Sure (02)	15.7%
Not Supportive (01)	33.9%

KEY CONSIDERATIONS



COST EFFICIENCY

The City serving as a sole contractor for the curbside glass recycling service (options 1 and 2) offers a significant cost savings.



SPLIT PUBLIC OPINION

The results of the 2021 Citizen Survey show an almost even split between Strongly Support and Strongly Oppose a City-wide, resident-paid curbside program.



ROELAND PARKERS RECYCLE

Roeland Park residents participate in curbside recycling at nearly 3 times the national average.



THE DATA IS IMPERFECT

City-wide data is not aggregated by material. It's hard to determine if participation would increase if enrollment was mandatory.

OPTIONS



CITY-WIDE CURBSIDE GLASS RECYCLING, PAID FOR BY THE CITY

- Seek proposals from local companies
- Add cost to FY 2023 General Fund Budget



CITY-WIDE CURBSIDE GLASS RECYCLING, PAID FOR BY RESIDENTS

- Seek proposals from local companies
- Add cost to FY 2023 Solid Waste Assessment



REIMBURSE RESIDENTS FOR OPT-IN CURBSIDE GLASS RECYCLING SERVICES

- Develop program guidelines to reimburse for some or all of resident annual cost



STATUS QUO

- Residents continue to utilize drop-off bin or curbside subscription.

The background is a solid green color. There are two large, overlapping circles. The circle on the left is a lighter shade of green and is partially cut off by the left edge of the frame. The circle on the right is the same lighter shade of green and is also partially cut off by the right edge of the frame. The word "QUESTIONS?" is centered in the middle of the image, overlapping both circles.

QUESTIONS?

Item Number: DISCUSSION ITEMS- II.-2.
Committee 4/4/2022
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 3/21/2022
Submitted By: Erin Winn
Committee/Department: Admin.
Title: **Discuss Full-Time Management Internship - 10 min**
Item Type: Discussion

Recommendation:

To give staff direction on offering our current part-time intern a one year full-time role, beginning in June.

Details:

As a University of Kansas City/County management fellow, our current intern Kristin is required to find a full-time local government placement for her second year in the program (which begins summer 2022).

As a graduate of this program, I understand how valuable this year of experience is, for both the student and the organization who hosts the student. The City would gain the skills and talents of a qualified and dedicated up and coming professional. It would be particularly beneficial for the City during a time of increased development activity and the inflow of substantial federal ARPA funding. In this role, Kristin would assist the City Administrator and Assistant City Administrator with policy analysis and formation. She would help prepare the FY 2023 Budget Document and assist with staffing a committee. Specific projects would include the development of a committee procedural manual and an economic development policy. In turn, Kristin would get to experience all facets of local government administration and have direct access to an engaged City leadership team. It's important to the administrative team to invest in the next generation of public servants, particularly in such a challenging time. I'm especially interested in continuing to bring more women in public leadership.

I would like to extend an offer to Kristin for a one year full-time management fellowship. The City already budgets annually for a part-time internship, and I propose we fill the gap (approximately \$29,000) with ARPA money. A key aspect of the Treasury Final Rule stated that efforts to enhance the capacity of the public sector workforce (such as payroll expenses) are eligible uses of the federal funding.

Hiring a full-time management fellow would be a one-time event; after Kristin completes her fellowship the position would return to part-time.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Financial Impact

Amount of Request: \$29,000	
Budgeted Item?	Budgeted Amount:
Line Item Code/Description:	

Item Number: DISCUSSION ITEMS- II.-3.
Committee 4/4/2022
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 3/31/2022
Submitted By: Keith Moody
Committee/Department: Admin.
Title: **Discuss Contract for Construction Project Management/Inspection Services - 10 min**
Item Type: Discussion

Recommendation:

Staff is seeking approval from Council to recruit for Project Management/Inspection services for the capital improvement projects completed by the City.

Details:

It is common for larger cities to employ a project manager/inspector. For smaller entities, such as Roeland Park, it is more common for these services to be provided as part of contracted engineering services. Larkin provides these services as part of the Task Order we execute with them for each project. Larkin charges \$96/hr for these services.

The Public Works Director and City Administrator would like to test the market and advertise for an independent project manager/inspector. The intent would be to find sole proprietor who performs these services. At a prior community we were successful in finding retired Department of Transportation inspectors who were not ready to move into full retirement. The goal would be to find a contractor with an hourly rate between \$45 and \$60. The savings on the hourly rate would enable us to also utilize the person on easement acquisition and addressing questions from residents during the construction project. Both of these tasks consume time of the Public Works director and Public Works Superintendent.

If we are not able to find interested contactors we are not out anything. If we do, staff would present an agreement for services to council for consideration. Attached is a draft agreement to serve as a point of reference. Adding the project manager/inspector contract with the Larkin Task Orders already in place would not create duplication or additional expense. Larkin's Task Orders are billed based upon actual hours used, if we do not use the hours we are not charged.

The advantage of contracting for project manager/inspector services over adding an employee is

that we remain flexible in the number of hours of service from one year to the next as well as from off season and construction season. We may need more time because we have more projects occurring in one year compared to the next year.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Financial Impact

Amount of Request: N/A	
Budgeted Item?	Budgeted Amount: Included in the budget for each capital project
Line Item Code/Description: Varies by capital project	

ATTACHMENTS:

Description		Type
<input type="checkbox"/>	Draft Project Manager/Inspector Service Agreement	Cover Memo

AGREEMENT FOR PROJECT MANAGEMENT & INSPECTION SERVICES

THIS AGREEMENT made on April ___, 2022, by and between the City of Roeland Park, Kansas, its successors and assigns, hereinafter called the CITY, and _____, hereinafter called the CONSULTANT. WHEREAS, the CITY is authorized and empowered to contract with the CONSULTANT for provisions of professional project management and inspection services as hereinafter described; and

WHEREAS, the CONSULTANT, (with offices at _____) is qualified, willing and able to provide the professional project management and inspection services desired by the CITY.

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

The CONSULTANT will serve as the CITY'S On-Call Professional Project Manager and Inspection representative during construction projects assigned to the CONSULTANT and will provide project management and inspection services to the CITY during the performance of duties enumerated in Part A of this agreement.

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

PART A — SERVICES TO BE PROVIDED BY THE CONSULTANT

Services provided by the CONSULTANT may vary by project, the CITY and CONSULTANT will establish specific duties of the CONSULTANT for each project which will be detailed within a “Project Task Order”. The CONSULTANT shall provide the following services.

- a. Attend Neighborhood Meetings, Project Kickoff Meetings, Project Progress Meetings, City Council Meetings, Planning Commission meetings, Council Workshops, or other meetings as required or requested by the CITY.
- b. Coordinate with the Public Works Director on the scope of services and estimated fees associated with each Project Task Order.
- c. Perform review of engineering plans for constructability and conflicts and coordinate resolution on identified issues with the Public Works Director and/or City Engineer.
- d. Perform inspections of sidewalk, driveway, street, curb, storm sewer, playground, park and other public facility construction. Ensuring construction is according to adopted standards, good construction practices and approved plans and specifications. Subgrade condition and compaction, dimensions, alignment, grade, depth, slope, temperature, pipe bedding, concrete reinforcement, and concrete slump are examples of construction elements the CONTRACTOR will be inspecting and confirming consistency to plans and specifications.
- e. Coordinates with construction contractor and City Engineer on material testing for a project.
- f. Keeps a daily record of work completed, including weather and quantities installed and percent of work completed. Reviews and confirms accuracy of pay estimates from construction contractors.

- g. Coordinates with City Engineer on responses to construction contractor's "Request for Information" submittals.
- h. Assists in responding to citizen inquiries and coordinating resolution with the Public Works Director, construction contractors and the City Engineer.
- i. Assists with securing temporary construction easements and permanent easements.
- j. Work will vary by day depending upon the season and the number of projects under construction. The CONTRACTOR will be flexible and able to adjust their schedule to ensure they (or a qualified alternate) are available to perform inspections at key times and attend meetings. The CONTRACTOR will be punctual and timely in performing these services.
- k. Other miscellaneous construction project management and inspection services, as mutually agreed upon by the CITY and CONSULTANT.

PART B — COMPENSATION:

The CITY agrees to pay the CONSULTANT as compensation for all the services stipulated in PART A herein as follows:

Billing will be based on the hourly rate of \$_____ for the actual hours of service provided by the CONSULTANT. Travel time will not be included in billed hours. Mileage will be reimbursed at the current Federal Mileage Reimbursement Rate for miles driven from the CONSULTANT'S office to the project site as well as for miles driven for the CITY projects assigned to the CONSULTANT.

CONSULTANT shall track reimbursable expenses and hours per project and reflect costs allocated to each project on all invoices. Invoices shall be submitted monthly by the second Monday of each month.

Payment will be made monthly on the basis of statements submitted by the CONSULTANT subject to the CITY'S review thereof.

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, specifications, construction standards, easement documents 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 Public Works Director shall serve as the designated representative.

PART D — TERMINATION OF THE AGREEMENT:

This Agreement may be terminated by the CITY with 15 days' written notice. Any such termination by the CONSULTANT shall require a 45-day notice to the City. In the event of substantial failure by the other party to perform in accordance with the terms hereof, through no fault of the terminating party; provided however, that in any such case, the CONSULTANT, to the extent not in default, shall be paid for all services actually rendered and all costs reasonably

incurred up to the time of termination on the basis of the payment provisions of this Agreement. In all events, the CITY shall have the right to terminate the services of the CONSULTANT, irrespective of whether the CONSULTANT is in default, upon such date as shall be specified in a notice to be delivered in writing to the CONSULTANT. Copies of all completed or partially completed inspection records, field notes, as-built plans, and any other documents prepared pursuant to 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 E, Section 4 of this Agreement.

No such termination shall be deemed to release the CONSULTANT or any insurer from obligations under Part E, 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 — GENERAL CONSIDERATIONS:

1. Insurance

The CONSULTANT shall secure and maintain insurance for protection from claims under workers' compensation acts (if applicable), 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 (including contractual liability coverage, with all coverage retroactive to the earlier of the date of this Agreement and the commencement of CONSULTANT'S services in relation to the Project) 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.

2. Indemnity

Indemnification: CONSULTANT shall insure specifically the indemnification by it contained in this Agreement, and 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, non-renewal or material modification of coverage 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, defend and hold CITY, its officers, employees and agents (collectively the "Indemnitees") harmless from and against any and all losses, judgments, injuries, damages and expenses (including but not limited to reasonable attorney's fees, expenses of litigation, fines and penalties)

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 services performed by CONSULTANT under this Agreement or any of CONSULTANT'S acts or omissions. CONSULTANT further agrees that its obligation to indemnify and defend 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 and defend 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 CITY, its Governing Body and each member thereof, and CITY'S officers, employees, commission members, representatives and their successors and assigns from any and all losses,

liabilities, claims, suits, damages, expenses and 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.

3. **Successor and Assigns:**

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

4. **Ownership of Documents**

The CITY acknowledges the CONSULTANT'S daily inspection log, field notes and as built plans as instruments of professional service. Nevertheless, the notes and records prepared under this Agreement shall become the property of the CITY upon completion of the work or as provided in Part D, above and the final version of any document shall be submitted to the CITY electronically in format acceptable to the CITY. The CITY recognizes that new circumstances, not the least of which is the passage of time, may make reuse of such records not advisable. If and to the extent necessary for the CITY'S ownership of such records 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 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 F – NON DISCRIMINATION

1. CONSULTANT shall observe the provisions of the Kansas Act Against Discrimination and Chapter 5, Article 12 of the Code of the City of Roeland Park, Kansas, and shall not discriminate against any person in the performance of work under this Agreement because of race, religion, color, sex, disability, national origin, ancestry, familial status, sexual orientation, gender identity or military status. In all solicitations or advertisements for employees, CONSULTANT shall include the phrase “Equal Opportunity Employer” or a similar phrase approved by the Kansas Human Rights Commission.
2. If CONSULTANT fails to comply with the manner in which CONSULTANT reports to the Kansas Human Rights Commission in accordance with the provisions of K.S.A. 44-1030, *et seq.*, and amendments thereto, CONSULTANT shall be deemed to have breached this Agreement and the Agreement may be cancelled, terminated, or suspended, in whole or in part by CITY.
3. If CONSULTANT is found guilty of violation of the Kansas Act Against Discrimination under decision or order of the Kansas Human Rights Commission

which has become final, or found guilty of a violation of Chapter 5, Article 12 of the Code of the City of Roeland Park, Kansas, 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 G – 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, and venue for any dispute shall be the District Court of Johnson County, Kansas.

4. The primary project manager and inspector for CONSULTANT will be _____.

5. CONSULTANT represents that all services provided hereunder shall comply with all applicable laws, statutes, building and zoning codes, ordinances, rules and regulations and industry standards.

6. CONSULTANT shall perform all services in a manner consistent with that level of care and skill ordinarily exercised by professional project managers and inspectors currently practicing in Johnson County under similar conditions.

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

8. The scope of work to be done under this Agreement shall be subject to modification and supplementation upon the written agreement of the duly authorized representatives of the contracting parties. The CONSULTANT shall have no

obligation to perform services in connection with a change in the scope of work unless the cost thereof shall be agreed to under this paragraph.

9. The agreement shall remain in place for so long as both parties are agreeable to the terms spelled out herein or until action is taken to terminate by one of the parties per Part D of this agreement.

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

By _____

Title _____

Address:

Phone: _____

Email: _____

CITY OF ROELAND PARK, KANSAS

By _____

Keith Moody

Title: City Administrator

Address:

4600 W. 51st Street

Roeland Park, Kansas 66205

Phone: (913) 722-3713

Email: kmoody@roelandpark.org

ATTEST:

Kelley Nielsen, City Clerk

Approved as to form:

Steve Mauer, City Attorney