

**GOVERNING BODY WORKSHOP AGENDA
ROELAND PARK
Roeland Park City Hall - 4600 W 51st St
Monday, August 7, 2017 6:30 PM**

- | | | |
|---|---|---|
| <ul style="list-style-type: none">• Joel Marquardt, Mayor• Erin Thompson, Council Member• Becky Fast, Council Member• Michael Poppa, Council Member• Ryan Kellerman, Council Member | <ul style="list-style-type: none">• Tim Janssen, Council Member• Teresa Kelly, Council Member• Sheri McNeil, Council Member• Michael Rhoades, Council Member | <ul style="list-style-type: none">• Keith Moody, City Administrator• Jennifer Jones-Lacy, Asst. Admin.• Kelley Bohon, City Clerk• John Morris, Police Chief• Jose Leon, Public Works Director |
|---|---|---|

Admin

Finance

Safety

Public Works

Fast

Janssen

Rhoades

McNeil

Kelly

Thompson

Kellerman

Poppa

I. APPROVAL OF MINUTES

- A. June 19, 2017
- B. July 17, 2017

II. DISCUSSION ITEMS:

1. Workshop will start after Special Called Council Meeting
2. Logo Design with Vireo 7pm
3. Voting Delegates to the League of Kansas Municipalities Annual Conference (est. time 5 min.)
4. Aquatic Center Ad-Hoc Update (est. time 10 min.)
5. Bike Trail Easement (est. time 5 min.)
6. Update on Tennis Court Replacement Project (est. time 5 min.)
7. Discussion of Insurance Coverage Amount for Dangerous Animals (est. time 10 min.)
8. Bella Roe – Sale of Lot 6 of TIF 1B (est. time 5 min.)
9. Discuss Community Center Fitness Room Restrooms (est. time 5 min.)
10. Discussion of Extension to Cell Tower Lease Agreements (est. time 5 min.)
11. Discuss Grading, Retaining Wall and Sanitary Sewer Work at the Rocks (est. time 10 min.)

12. Discussion of Sink Holes near 57th & Roeland Drive

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 **8/7/2017**
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **June 19, 2017**
Item Type:

Recommendation:

Details:

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
 June 19, 2017	Cover Memo

GOVERNING BODY WORKSHOP MINUTES
Roeland Park City Hall
4600 W 51st Street, Roeland Park, KS 66205
Monday, June 19, 2017 6:00 P.M.

- Joel Marquardt, Mayor
- Becky Fast, Council Member
- Tim Janssen, Council Member
- Ryan Kellerman, Council Member

- Teresa Kelly, Council Member
- Sheri McNeil, Council Member
- Michael Poppa, Council Member
- Michael Rhoades, Council Member
- Erin Thompson, Council Member

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

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Rhoades
Kellerman

Public Works

McNeil
Poppa

CMBR Fast called the meeting to order. CMBR Thompson was absent.

I. APPROVAL OF MINUTES

- 1. May 1, 2017**
- 2. April 17, 2017**

There was consensus to approve the minutes as presented.

II. DISCUSSION ITEMS:

1. Discuss Animal Control Service Options

Police Chief Morris has reviewed the contract and services with Northeast Animal Control which consists of the participating cities of Roeland Park, Fairway, Mission, Mission Woods, Westwood and Westwood Hills. He noted that after the low rating of the City's citizen satisfaction survey and other issues they were asked to review other service options and fees. Also in response to the cities looking at other options where will be an animal control board meeting June 20 at 5:30 at Mission City Hall and is open to the public.

Chief Morris noted in the first quarter of 2017 Animal Control wrote 11 citations and 6 reports compared with the entire year of 2016 when there were 2 citations and 7 reports.

In summary, after reviewing all the reports over several years Chief Morris did not believe that an annual fee of \$60,000 to Northeast Animal Control is a good value for the City and believed there are better options.

Chief Morris has contacted various agencies and has spoken with Critter Control and A-All Animal Control, both of whom would be willing to contract with the City. They are both franchise companies that have been in the area for a number of years. Chief Morris also noted that there are at least 14 agencies in the area that handle animal control issues.

The information that Chief Morris presented to the Governing Body has been sent to the participating cities and the Northeast Animal Control Board. City Administrator Moody added that Mission is also looking at some in-house options. Chief Morris said the Roeland Park Police Department averages at least one call a day for animal control services.

Chief Morris also stated that he believed they could provide the same or better level of service to the residents of Roeland Park. He also noted that they are available 24 hours a day including weekends and holidays when animal control is not. He also said the primary mission of his officers would be to educate residents and to ensure that the

animals are being treated properly, have water and food, walked on a leash and are being cleaned up after, and that residents maintain control of their pets. He said that when citizens see enforcement actions and officers taking responsibility for this function of the City it will make a difference.

Chief Morris commented that if they choose to work with a private contractor, then that agency will not have the authority to issue citations. The thought is that since City code enforcement has the authority to write citations for code and municipal ordinance violations that would be able to issue citations for animal issues. Also with the assistance of Neighborhood Services, that while out on their patrol they could note any violations. Another benefit to this in-house would be this would go directly into the Digi-ticket system and would not need to be manually entered by the court clerk.

Public Comment:

Carrie Sallee (5324 Sherwood) Ms. Sallee expressed concerns with animal control not being available in the evenings or on weekends and having to wait until they open and this is not practical in some instances especially if there is a vicious dog. She also recommended partnering with different organizations who would provide crates and for volunteers to house the animal until a shelter is available.

The Council discussed the various scenarios where a contractor wouldn't be available. Chief Morris responded that the worst case scenario would be the police officers would become full-time animal control officers.

CMBR Fast also expressed concerns if they contract privately with a shelter then as a small city they may not be accommodated as a larger contract might be. She added that if the contractor went out of business or no longer took in animals that might be an additional problem.

There was some discussion that the city of Merriam does not have an animal control officer, but they do have a community service officer who does many things such as animal control, taking walk-in reports, accident reports and fingerprinting. A position like this is an in-house position and allows the City to provide extra services. Chief Morris said he would love to have a position like this for Roeland Park.

CMBR Kellerman said that after the Animal Control meeting he would like to have representatives from some of the other participating cities come and address the Governing Body.

CMBR McNeil recommended if they have representatives come in to speak that out of consideration to them that it be placed first on the agenda as she was embarrassed at the last meeting where they had other city guests come to speak, but who left the meeting due to the length and order of the agenda before their topic was addressed.

2. Review Agreement with CivicPlus for Website Design and Hosting

City Clerk Bohon has been working with CivicPlus on their agreement and presented a revised agreement to the Governing Body. Some updates include additional storage and training. Normally there is a free redesign in year four of the contract as well as an increase, but they have agreed to do their increase in year five.

There was consensus to move this item to New Business.

3. Approval to Set Date of Budget Hearing

Ms. Jones-Lacy said they are requesting to set the budget hearing for July 17th. She also presented the Notice of Publication and said there will be with a change to the transfer amounts. However, the reason for publishing the notice of public hearing is to set the mill levy for the year. After that point it is permissible to lower the mill levy, but it cannot be raised without having a new publication. A ten-day notice is required to publish the budget hearing.

CMBR Fast said they normally have this hearing in August and did not feel they were ready as they do not have a consensus on the budget.

Ms. Jones-Lacy said the expenditure amounts can be changed, but the budget is a requirement that has to be published with the state. It must be sent to the county clerk by August 25.

CMBR Poppa recommended moving this item to New Business after the budget discussions.

CMBR Rhoades questioned having a community forum in light of the fact they recently held one and they could use the time to schedule another budget meeting.

Ms. Jones-Lacy said it is not required to adopt the budget at the hearing, but is a common practice in many cities and Roeland Park has done that in the past. She reiterated the budget needs to be adopted by August 25th and having the meetings earlier will allow time for any modifications.

There was an agreement to continue the discussion as the last Workshop item on the Council agenda.

4. Financial Report

Ms. Jones-Lacy reported that sales taxes as of April are 2.6 percent above target for the year and 3.3 percent above this time last year. These are moving in a positive direction and are a large part of general operating budget. Gas franchise fees have increased 22 percent over last year. Cable has also increased 14 percent this year. Other utilities are down as well as court fines, which down 16.9 percent for 2017 as the judge changed the fee schedule at the beginning of the year.

Expenditures through April are 25.6 percent of projected expenditures which is below the budgeted target of 33 percent.

The City has seen a return investment of \$20,000 through August.

Included in the packet was a summary of revenues and expenditures for all the funds.

III. NON-ACTION ITEMS

IV. ADJOURN

CMBR Fast adjourned the meeting.

(Roeland Park Governing Body Workshop Adjourned at 6:55 p.m.)

Item Number: **APPROVAL OF MINUTES- I.-B.**
Committee **8/7/2017**
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **July 17, 2017**
Item Type:

Recommendation:

Details:

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
July 17, 2017	Cover Memo

GOVERNING BODY WORKSHOP MINUTES
Roeland Park City Hall
4600 W 51st Street, Roeland Park, KS 66205
Monday, July 17, 2017 6:00 P.M.

- Joel Marquardt, Mayor
- Becky Fast, Council Member
- Tim Janssen, Council Member
- Ryan Kellerman, Council Member

- Teresa Kelly, Council Member
- Sheri McNeil, Council Member
- Michael Poppa, Council Member
- Michael Rhoades, Council Member
- Erin Thompson, Council Member

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

Admin

Fast
Kelly

Finance

Janssen
Thompson

Safety

Rhoades
Kellerman

Public Works

McNeil
Poppa

CMBR Fast called the meeting to order. CMBR Janssen was absent.

I. APPROVAL OF MINUTES

1. June 5, 2017

There was consensus to approve the minutes as presented.

II. DISCUSSION ITEMS:

1. Modification to City Code Number of Children Allowed in Home Daycare

Public Comment:

Jason Anderson (5530 Roeland Drive). Mr. Anderson stated he would like to see more balanced city regulation with regard to in-home daycare and for it to be more in line with the state. He would like the regulations to be updated as they are currently ambiguous, not enforced, and do not make sense.

John Jacobson, Building Official, said the current regulations limit children to three for an in-home daycare. Traditionally most towns put that number at six unrelated children and would recommend that for Roeland Park. If an in-home daycare requested over seven children it would trigger the need for a special use permit and would require a public hearing to allow the neighbors within a 200-foot radius to voice their opinions as well as having the applicant present to address any questions. The permit would also require proper screen of the outdoor use of the property.

Mr. Jacobson recommended that staff be allowed to draft an ordinance that is more in line with state requirements and to allow that conditional use permit process.

Mayor Marquardt said there might be a possible traffic concern with a larger amount of children at a residential location.

Mr. Jacobson stated that before an application is process he would visit the home site and look at the areas of proposed use, measure the open areas outside and make certain there is a building permit in place for the fence.

CMBR Rhoades would like to make certain the language would be written to reflect that someone must actually live at the property.

CMBR Kellerman asked Mr. Anderson if there would be more than one adult at his home. Mr. Anderson said he would like to see that in-home daycare must be state licensed.

Mr. Jacobson said he would ensure that the applicant complies with state standards before even accepting the application for a conditional use permit.

Mr. Jacobson had told Mr. Anderson that he would delay enforcement until the matter can be resolved.

2. Leaf Pickup Agreement with Westwood

Public Works Director Leon reported that the contracts for Westwood and Westwood Hills remain the same as last year.

CMBR Kellerman asked if the City realized any profit in these programs. City Administrator Moody said the method they are charging back recovers not only the direct expense, but also provides for overhead expenses and profit.

CMBR Fast questioned the price discrepancies between Westwood and Westwood Hills based on their size. Public Works Director Leon said that even though Westwood Hills is smaller they provide more services than they do to Westwood, such as street sweeping.

Public Works Director Leon also said that both cities have approved the contracts and asked Governing Body to approve them at the Council meeting.

Items 2 and 3 will be forwarded to the Consent Agenda.

3. Leaf Pickup Agreement with Westwood Hills

This was discussed with Item 2 and will be forwarded to the Consent Agenda for approval.

4. KOMA/KORA Changes

City Attorney Steve Maurer spoke in regards to changes of House Bill 231. The League of Kansas Municipalities (LKM) requests that specificity is needed when stating the reason for adjourning to executive session. However, they also state that it limits the Council from entering an executive session for more than one topic.

Mr. Maurer said staff will provide specific language to be read into the record by Council stating the reason for the executive session. After some research and conversations with the State Attorney General's Office, Mr. Maurer and staff believe it is not a violation to discuss more than one topic in an executive session. It was also noted in LKM's own literature that to recess into executive session would include "the *subjects* to be discussed during the closed door or executive meeting."

Mr. Maurer said the Council has three options. They can follow the LKM guidelines, continue what they have been doing, or they can request a written opinion from the Attorney General's Office for clarification.

CMBR Rhoades said he would like to get an opinion for affirmation that the City is handling meetings properly. There was consensus that City Attorney Maurer would ask for an opinion from the State Attorney General's Office on executive sessions.

5. Possible Budget Discussion

Ms. Jones-Lacy provided six different options to reduce the city mill levy. City Administrator Moody also noted that each one percent of wage increase equates to .25 mills.

In response to a Council request he also provided a table concerning salary and benefits. Also reflected in the budget are street maintenance and improvements and debt expenditures paid for from the General Fund and sales tax fund.

Mr. Moody provided a graph that showed the total personnel costs, including wages and benefits going back to 2010. Between fiscal year 2010 actual and the 2018 proposed budget the average increase in salaries and benefits is 1.7 percent.

The street maintenance improvements graph reflects work using General and Sales Tax capital funds. It does not include personnel and is net of grant reimbursement and only reflects dollars spent by the City from its own resources for streets. The majority of the expense the City will shoulder in 2020 for the Roe Boulevard project is for engineering work and design. Those dollars are reflected in 2018 and 2019. In 2020, the construction is anticipated to be paid for by other sources such as STP, CARS and TIF proceeds.

Ms. Jones-Lacy provided a summary in response to Mr. Kellerman's request of what could be done with a seven mill reduction. Those projects focused primarily on maintenance of streets and street construction. There are also scenarios for a summer-only pool operation.

CMBR Kelly asked what the value of a 2014 mill was in comparison to a mill today. Ms. Jones-Lacy believed it was approximately \$60,000 in 2014 and the estimate for today is \$75,000.

CMBR Fast said due to the lateness of the hour they would have to continue this discussion at the City Council meeting.

III. NON-ACTION ITEMS

IV. ADJOURN

CMBR Fast adjourned the meeting.

(Roeland Park Governing Body Workshop Adjourned at 6:57 p.m.)

Item Number: DISCUSSION ITEMS- II.-1.
Committee
Meeting Date: 8/7/2017



City of Roeland Park

Action Item Summary

Date:

Submitted By:

Committee/Department:

Title:

Workshop will start after Special Called Council Meeting

Item Type:

Recommendation:

Details:

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Item Number: DISCUSSION ITEMS- II.-2.
Committee 8/7/2017
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 8/4/2017
Submitted By: Keith Moody
Committee/Department: Admin.
Title: **Logo Design with Vireo 7pm**
Item Type: Discussion

Recommendation:

Details:

Vireo is scheduled for 7 pm to work with the Council on logo development. An outline of what they plan to cover is attached. I have attached the Rebranding Report for your reference.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
Logo Workshop Outline	Cover Memo
Branding Document	Backup Material

BRANDING WORKSHOP AGENDA

Project Name | Roeland Park Logo and Motto Design

Date | August 7

Time | 7pm CST

Action Items

Look at the current Roeland Park logo

Review and discuss the Branding Proposal developed by Benedictine College

- Strengths/Weaknesses of the 3 Brand/Logo concepts
- Messages/Theming and Colors
- What word describes Roeland Park

Compare brands of a few current competing Cities

Have a clear direction for the next steps in developing the Roeland Park Brand



Roeland Park Branding Proposal

Prepared for: City of Roeland Park

Prepared by: Benedictine College Marketing Program Students

Atchison, KS

March, 2017

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Executive Summary



In Spring 2016, Benedictine College was awarded the contract to engage in a city rebranding effort for the city of Roeland Park. The RFP specified three phases of the rebranding effort: marketing research, graphic design, and brand launch planning. Over the next 3 semesters, 85 students were involved in collecting and analyzing data, soliciting design concepts, and formulating strategy for the launch of the brand.

The research phase consisted of a series of focus groups, as well as the analysis of citizen survey responses and non-resident interviews. The analysis uncovered common, consistent themes from residents' impressions: 1.) Location or proximity to Kansas City metro amenities is a key decision factor not only in moving to RP, but to remaining. 2.) "Quiet" lifestyles contrast and complement the proximity to other "noisy" areas of the metro. 3.) Progressive social values are a point of pride. 4.) Nature is very important to residents, and they have a great deal of satisfaction with Roeland Park in this area, and 5.) A perceived lack of a defined identity could indicate an openness to a new brand identity.

The research informed the creation of the Positioning Statement and Creative Brief. The position identified highlights the identified strengths of living in Roeland Park and focuses on an identity built on quiet living, proximity, and nature: *For residents and businesses, current and future, Roeland Park is an oasis in the city, where neighbors and nature thrive together, just moments from anywhere.*

The Creative Brief instructed the prospective designers on the parameters of the project: a target market of Millennials and Generation Xers, which comprise 41% of the current population, "starting singles" and young families; that the design should be relatable to a majority of people; that the design must symbolize the unique characteristics of Roeland Park as identified in research; and that the design should require little processing to understand.

A 3-week design competition was opened and promoted both on campus at Benedictine College and to residents of Roeland Park. Nine Roeland Park residents submitted 18 designs, and 16 Benedictine College students submitted 25 designs. The branding committee reviewed and ranked all submissions, and in accordance with their instructions from the city council, submitted 3 finalists for consideration.

Finally, the proposed ideas for a brand launch plan include sustained efforts in social media management, as well as short-term tactics for public relations and content marketing to inform the city residents as well and the Kansas City metro area about the rebranding. In addition, a signature community event is recommended to provide a catalyst for citizen involvement, as well as bring visitors into the community to see the brand attributes embodied in Roeland

Park's neighborhoods. Proposed events include a 5K or 10K race, an arts and music festival, and/or a coordinated neighborhood holiday lighting effort. Total costs for these launch activities are estimated to be \$11,120.



Qualitative Research Report

Prepared for: City of Roeland Park Branding Committee

Prepared by: Benedictine College Marketing Program Students

Atchison, KS

October 25, 2016

Introduction

The City of Roeland Park has contracted with the students of the Benedictine College School of Business Marketing Program to undertake a city rebranding effort. This research report serves as the informational basis of the rebrand, and will guide the creative and media placement efforts of the new brand design, positioning statement, and media launch plan.

Purpose and Scope

The main objective of this research is to uncover qualitative insights from the residents and workers of Roeland Park regarding the core identity of the city, as well as the best elements of living and working there. Studies have found that while city rebranding efforts have a low success rate of short-term acceptance, (<http://www.citymetric.com/business/why-do-most-city-branding-campaigns-fail>), those with the highest rate of success are those that “link up research with an authentic message that resonates” (<http://www.governing.com/topics/economic-dev/gov-municipal-branding-campaigns-worth-price.html>). To this end, our research has set out to identify not what residents and workers would “like” the brand to be, but to identify what is already authentically, verifiably great about living and working in Roeland Park.

Research Objectives

- Through focus groups and interviews, uncover the personal insights of living in Roeland Park of current residents in a variety of demographics
- Study how residents and non-resident workers and shoppers describe the best attributes of living, working and shopping in Roeland Park
- Analyze the qualitative data acquired from the open-ended questions of the 2016 RP Citizen Survey
- Translate these findings into: a) a research report, b) a formal positioning statement, c) a creative brief for the design phase, and d) a campaign slogan

Sample Design

Focus Group participants were chosen by convenience sampling of residents supplied by city council members to ensure all wards of the city were represented. Interview participants were selected from this list, as well as with a mall intercept in front of the local Fantastic Sam’s storefront. Also, text analytics were completed of the Citizen Survey responses to the branding-specific, open-ended questions.

Summary

- The degree of satisfaction with the quality of life among residents is very high. It stems from a sense of community among their neighbors, who they know well, as well as the perceived quality of the city services.
- Recurring themes of positivity include:
 - **Location.** Unsurprisingly, proximity to popular areas of the KC metro is a key decision factor not only in moving to RP, but to remaining.
 - **Quiet.** This term in varying iterations was expressed frequently, which contrasts and complements the proximity to other “noisy” areas of the metro.
 - **Progressive social values.** Many take pride in, and point to the contrast of the perceived inclusiveness of Roeland Park to the rest of Johnson County and the state of Kansas.
 - **Nature.** While being the “City of Trees” was generally not perceived to be the central identity of Roeland Park, nature is very important to residents, and they have a great deal of satisfaction with Roeland Park in this area
 - **Lack of a defined identity.** Beyond the contentious Wal-Mart, residents feel that the city lacks a unique identity or iconic feature. This could indicate an openness to a new brand identity.

Data Analysis

Due to the large sample size and amount of data collected, the ETC Citizen Survey open-ended questions provided a large source of quantifiable insights from a variety of citizens.

Question 22: What has brought you to or kept you here in Roeland Park?

The most common category of positive responses to this question related to “Location within the city” (249 out of 428 responses), followed by “Quality of living/people” (144/428), and “Low cost of Living” (112/428).

- Location: 249/428
- Quality Living Area/Quality People: 144/428
- Cost of Living: 112/428
- Build & Structure of Housing/House/Home Ownership & Inheritance: 55/428
- Work Related: 54/428

- Safety: 52/428
- Schools: 51/428
- Other: 45/428
- Born & Raised Here/Lived Here for a Long Time: 29/428
- Size: 27/428
- Family/Friends: 26/428
- Snow/Leaf Pick Up: 16/428
- Trees: 17/428
- Diversity: 11/428

Location insights:

Common themes refer to proximity to KC Metro amenities, as well as the ease of work commutes. However, the “walkability” factors of the community were evident here, as well. Positive comparisons were made with other metro neighborhoods, especially within Johnson County.

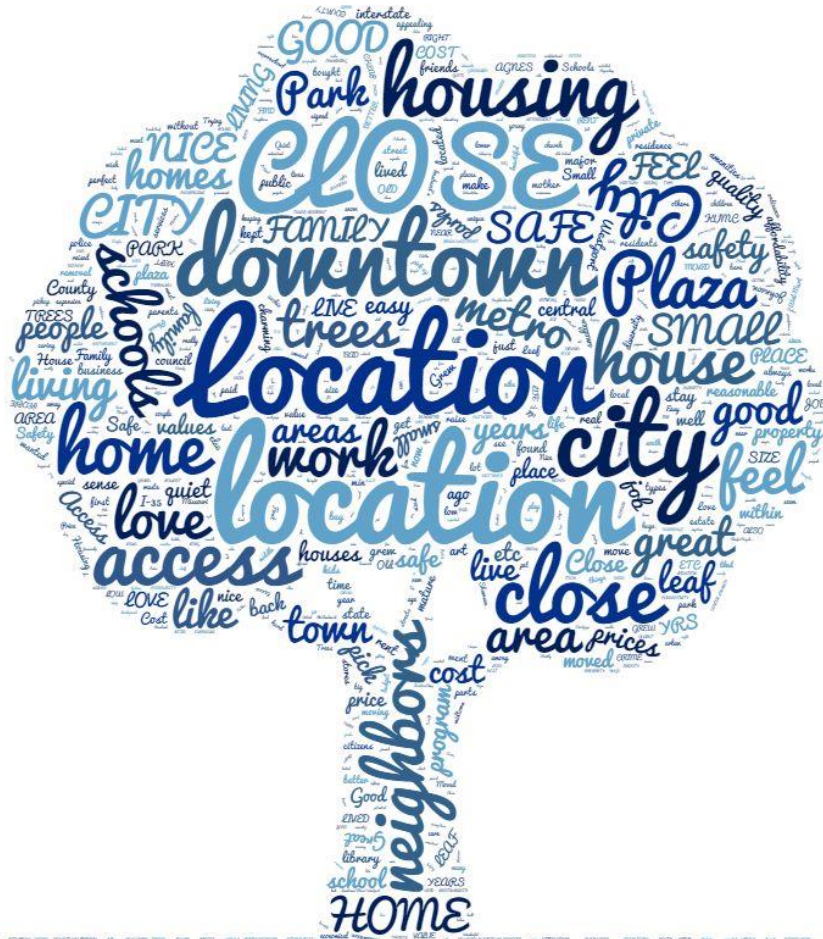
- *“Good location in relation to the city without being in Missouri or KCK”*
- *“I like how accessible it is to the whole metro area. Living in Roeland Park, my husband and I are smack in the middle between my parents in Brookside and his mother in Merriam. Being so close to I-35, we can easily get around the broader metro region. We like being so close to restaurants and cultural events in midtown, downtown, Mission, SW Blvd, etc.”*
- *“I like that I'm within walking distance of parks the pool and Wal-Mart Lowes and price chopper”*
- *“We moved here for the great central location because we work downtown, but wanted to live in Johnson County.”*

Neighborhood Quality insights:

- *“Quiet and peaceful with friendly neighbors. City services and reputation for concerns of citizens”*
- *“Also loved the mature neighborhoods with character (houses are different, huge trees, etc)”*
- *“Love the peacefulness as compared to crowded areas out south”*
- *“We like our neighbors. We like that Roeland Park seems to be free of the right-wind nuts (sorry!) that seem to have taken over other parts of the Kansas-side of metro.”*

Low cost of living insights:

- *"I grew up here and moved away. I came back after living in prairie village because it was better cost of living."*
- *"ROELAND PARK IS ESSENTIALLY SOUTH PLAZA IN TERMS OF LOCATION AND HISTORY/ARCHITECTURE BUT FOR A FRACTION OF THE PRICE."*



Question 23: What differentiates Roeland Park from other communities?

The comparative nature of this question prompted a strong majority of positive remarks. Most common categories were Atmosphere (such as “small town feel,” “quiet,” and “neighbors,” Location, Attribute-specific responses (such as amenities, churches, etc.), Community demographics, diversity and neighbors, and Cost of Living.

Atmosphere responses: 73/346

- *"We have Johnson County quality of life, without being so far south that we miss out on the rest of the city. And we have brave, liberal elected leaders, more similar to Lawrence than to most of the rest of Johnson County. That's something to be proud of."*
- *"Affordability, diversity of residents, pride of services, friendliness."*
- *"Small-town feel in the middle of the metro. Great neighbors. Great location."*
- *"Close to everything. No snobbery for the most part. An inferiority complex."*

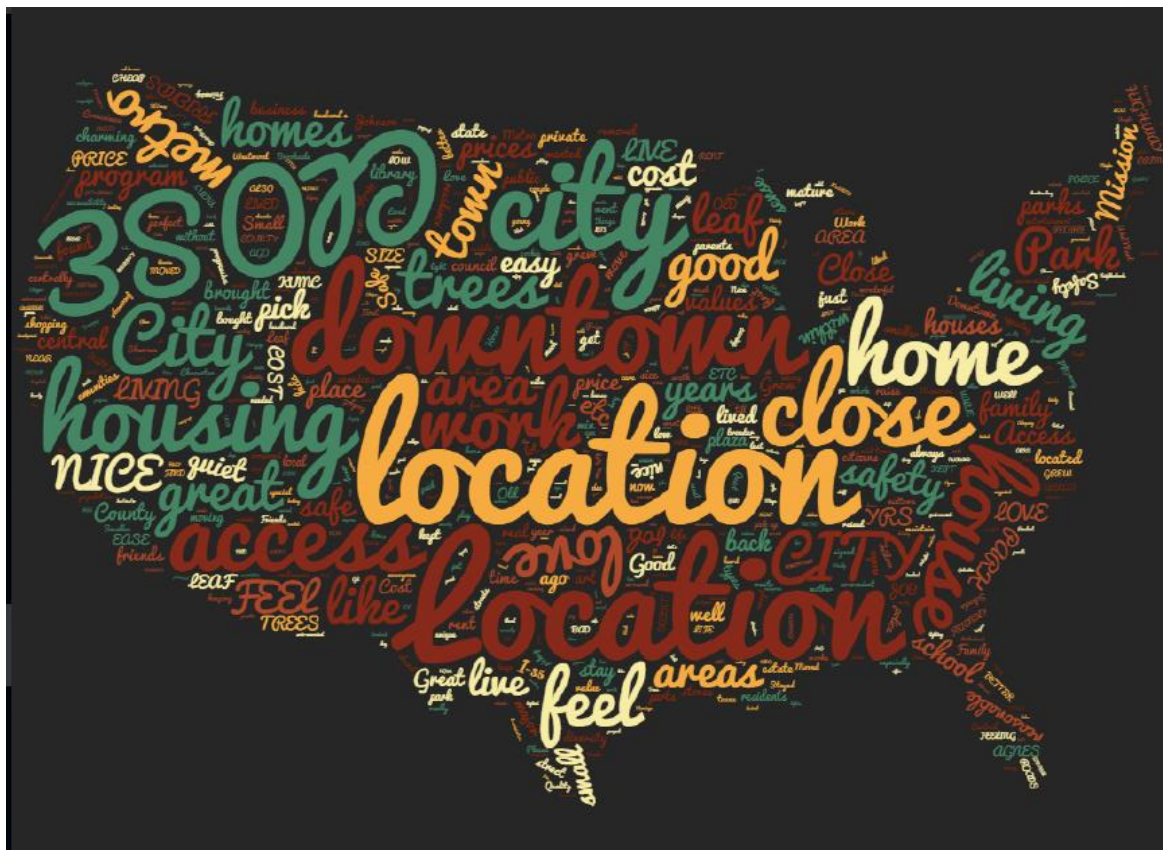
Location responses: 62/346

- *"Affordability for a nice neighborhood that is close to everything."*
- *"Centrally located for Kansas City, but not overwhelmed with businesses like Mission."*
- *"NEARNESS/PROXIMITY TO ALL KC HAS WITHOUT LOSING RELAXED FEEL"*
- *"Offer a location for first time homeowners to live close to the heart of the city."*

Attribute-Specific Responses: 40/348

- *"We have nice older homes with character in neighborhoods and close to downtown."*
- *"We have taken advantage of the chicken ordinance, I like the emphasis on art. I think we can promote ourselves as a forward thinking community with art, green/public space, public transportation. I would like to see an emphasis on bringing new, diverse businesses and to continue to be a community that supports ethnic, socio-economic, and sexual orientation diversity."*
- *"We love that the houses/neighborhoods are older and aren't cookie cutter. We love the quiet streets and how well-kept and safe everything is."*

What differentiates Roeland Park from other communities?



Question 24: What three words would you use to describe Roeland Park?

With 373 responses to a question specifying a fixed number of words, a word count analysis was combined with categorical analyses. Each entry was broken into 3 pieces and analyzed as 3 separate entries.

Words receiving more than 10 mentions are listed in the table below:

Friendly	88	8.70%
Safe	67	6.62%
Quiet	50	4.94%
Convenient	49	4.84%
Proximity	43	4.25%
Community	40	3.95%
Location	38	3.75%
Affordable	33	3.26%
Clean	29	2.87%
Nice	28	2.77%
Home	21	2.08%

[illegible]

12

Only 299 responses to this question could indicate a reluctance to answer or a difficulty processing the question. Similar themes arise with categorical analyses.



“Community” pride led the list by far, with 123 of 299 responses appealing to the sense of community, with multiple responses regarding neighbors, progressive elements, diversity, and quiet.

- *“I have relatives from Denver who have said that they can think of NO WHERE in Denver where there is a community like Roeland Park. The friendliness pride of home owners, which is shown in how homes and yards look the community center/aquatic center the fact that I can WALK to the library.”*
- *“Roeland Park is a progressive city committed to taking care of all residents. I am proud of the non-discrimination stance the city took to support all residents.”*
- *“The safety of the community, the friendliness of the neighbors.”*

The next largest category referred to Government Services (69/299), followed by the city’s cleanliness (58/299), and “friendliness” (52/99)

- *“Community spirit, welcoming attitude, attention to quality of community, while remaining relaxed and accepting of difference. I love the community center! I love that you allow chickens.”*
- *“I am proud that we are willing to lead the way on issues that are good not just for our community but for, well, the future of humanity, like equal treatment for LGBTQ persons, the skateboard park, the charging stations for electric vehicles. We also have a somewhat diverse community, a friendly community, and our own library. I cannot stress how much I think the library is important for Roeland Park. It’s an important resource for so many in NE JOCO, and I personally use it several times a week.”*

Other significant response categories:

KC Access (51)

Diversity (38)

Nature (33)

Beauty (27)

Small Town (24)

What about Roeland Park makes you proud to be a resident?

- *"EVEN MORE WALKABLE/SUSTAINABLE WITH INCREASED RESTAURANTS/SHOPPING THAT WE CAN FREQUENT. WE WANT TO SPEND LOCALLY AND BE ABLE TO WALK OR BIKE FOR MOST OF OUR NEEDS."*
- *"GET RID OF WALMART, CHANGE LIQUOR LICENSE LAWS SO WE CAN GET DECENT RESTAURANTS, PROMOTE THE ROELAND PARK GARDEN AND A FARMERS MARKET"*
- *"I'd like to see it become a "walkable" community with small (mom & pop) shops & restaurants, walking trails, monthly nightly events of some sort, and green. I'd really like to see it partner with Mission, Fairway, and Westwood to make the entire 66205 community the place to be!"*
- *"More walkability, bike/walking paths, green spaces. Crosswalks to cross Roe safely, to promote riding bikes to the library and parks. Increased community bonds & pride."*
- *"Redevelopment of existing shopping areas. They look old and run down. The house offices along Johnson Drive also look old and run down and a little bit of landscaping design would go a long ways to beautifying this entrance into the city. I would also like to see a couple of ""sit-down"" type restaurants added to the mix, we don't need anymore fast food restaurants."*
- *I would also like to see the continued improvement of the city parks ... realizing that it takes money and time. There needs to be a master plan put forth for each of the two larger parks."*

Out of the 200 responses received for this particular question, 97 of those responses mentioned the location of Roeland Park in a positive manner. Nearly 50 percent of responses talked about the location at one point or another, with the next closest category being “friendly environment” at 71 mentions. After the top two categories identified, there is a steep drop off to where our other categories averaged those responses around 10 percent of the time.

15

Work	6%
Quality of Living	10%
Small Town	11%
Diversity	4%
Family	16%

- *"A former mayor once said that RP was the domain of the "newly wed and nearly dead." If we are going to keep RP vibrant, we need to attract the millennial as our "nearly dead" are even nearer. That means we use our funky to our advantage. We capitalize on the art, the antique chic architecture, the accessibility of city politics, our awesome police force, the warm and welcoming, the "be who you really are in Roeland Park" thing. We have vibrant events - so those too. And location. Location. Location."*
- *"Small town feel in the heart of a big city. Charming, friendly, inviting."*
- *"Five minutes away from what's happening with a hometown feel for everyday life."*
- *"A place for everybody, Young, old, families, singles. Small community feel, easy access to popular things in places in all directions. "*
- *"I THINK ANY COMMERCIAL I MADE WOULD HIGHLIGHT ROELAND PARKS PROXIMITY TO THE COUNTRY CLUB PLAZA, DOWNTOWN KC, PRAIRIE VLG, WESTPORT, FAIRWAY/MISSION HILLS. I WOULD ALSO SHOWCASE THE BEAUTY OF HISTORIC NEIGHBORHOODS. I THINK ROELAND PARK IS A HIDDEN GEM IN THAT IT HAS ALL THE BEST ATTRIBUTES OF SOUTH PLAZA AND PRAIRIE VLG BUT SOME PEOPLE DON'T KNOW IT EXISTS OR CONFUSE IT AS BEING PARK OF MISSION"*

ay? **B**
BENEDICTINE
COLLEGE



The first focus group consisted of 8 community members, 7 of which had at least one child living in the home. The discussion centered around community identity, current branding, and future dreams of Roeland Park.

- 17

- *"I tell people all the time about our neighbors that this is a place we meant to stay for a year, or two, and our community keeps us here. The longer we are here, the more connections we make, and the harder it gets to think about leaving. So, we tell people all the time that it's close, it's affordable, and we are surrounded by great people, and you are able to get involved, and you can see the same people at the park every night when you go by if you want to, and sometimes you can see different people every night you're there. So, there's a great community feel to it."*
- There is a common sense that Roeland Park lacks an identity and recognition from the rest of the metro area
 - *"I generally have to say it's west of the Plaza. Most of the time people don't know RP and the other, this is probably a bad association, but, the Walmart on Roe. Everyone seems to either know the Walmart on Roe for one reason or another, or the Price Chopper that seems to have all the Mexican produce. Those are 2 main factors that can usually tie to RP, but its west of the plaza that's the descriptor."*
 - *I did I had a friend that was like "you live in Roeland Park? That is where you get to push your things to the curb!" And I was like "yeah, I mean I don't really".. that is something we are known for among certain groups of people (laughter)*
 - *"There's no downtown. There's no strip."*
- There's a sense that residents are quite happy leaving things the way they are.
 - *I think that's one of the things that's kind of attractive in a way. We're all residents, and I'd rather be in a neighborhood feel community, than have these features. They're close enough. The plaza's close enough, Mission's close enough. They're all close enough that I'm okay keeping them on the peripheral...because of the traffic that it brings through neighborhoods. Because there are a lot of kids playing."*
 - *I totally agree because I feel like when people have a kid and then they move out south. I hope more millennials who feel like they don't need these huge houses to raise a family in. When we got pregnant with our second people assumed we would be leaving.*
- They like things walkable, green, and progressive, and feel like they get that here.
 - *I think that it is a great neighborhood. I think it is really neat that you are walking around and you see people year round walking and going to the parks and stuff so I think I just wish they knew more of that.*

- *There is no business that we have that I am really ashamed of and that when I look at social justice issues and the loan you know the pay day loan companies and so forth and our community really took a stand and again I was really pleased and proud of that. And I think we have do I dare I really think that we are probably the most progressive area in the whole of Johnson County and I really like that.*
- A city's brand doesn't seem valuable at first blush to them, but they're aware of the current state of branding, and have a few descriptors as to what future brand elements could hold.
 - *You could have no logo and I think I'd still love the city of Roeland Park.*
 - *I'd like to see little houses that would show the community. That's the best part.*
 - *Walkability, community service, library is another one. So that would play on this idea of these small tight knit neighborhoods and communities.*
- They see a future of small, incremental, positive changes for Roeland Park.
 - *I wouldn't go as far to say entertainment district, but a coffee shop. I want a coffee shop and don't tell me QuikTrip, I know it's cheap, but come on there is better coffee than QuikTrip.*
 - *Something that brings people to the city as a destination point, but not lots of people.*
 - *A craft brewery*
- And there's a real sense of community pride and togetherness that occurs daily, and weekly in neighborhoods and events in parks.
 - *And it's your neighbors you are seeing... the pirate event... we see the same kids that we play with at the park... I don't know what's driving people from all over the metro, but I'm okay with that.*
 - *You see a lot of your neighbors there... we see lots of your neighbors there and it's a community feel... and I love these small events and I would love to see this to continue on rather than just we do it for five years and nobody else wants to continue until it stops.*

The second focus group consisted of 7 residents age 55+ with children out of the home.

- They are long-term Roeland Park residents; only one had been a resident for under 10 years; two had been in the same home since the 1950s.
- They are huge fans of city services.
 - *Great library.*

- *We love the community center. It's a big part of the community.*
- *There's not a lot of bureaucracy in the city management; if you have problems, you can reach out and get feedback.*
- They know its history intimately and long for businesses and buildings long since past
 - A "downtown" district
 - The Katz Drug Store
 - The Skyline School
- Many said they had initially planned to leave eventually when they moved to Roeland Park, but never did because they couldn't find a reason.
- There was strong agreement on the good police, the well-built and affordable houses, the good location, the nice trees, the idea of getting a nice restaurant, the nice parks, the walkability of the area, and the desire for a new 'downtown' shopping area.
- Like the first group, there was broad agreement that it is hard to describe what Roeland Park is - it has a lack of recognition and identity.

Non-Resident Interviews

- Most non-residents interviewed found the town clean and quiet, and would consider moving there.
 - *It seems safe. Safer than where I am now.*
 - *I have a friend that lives over that way. There are some nice apartments over there.*
 - *The police are always out.*
 - *It's a great area. Really quiet and the people are nice.*
 - *I wouldn't move back here. It's too quiet. I needed something more urban.*
- Location and proximity to other metro amenities were apparent, even to short-term workers.
 - *A lot of convenient places to go.*
 - *About 15 minutes from anything.*
- Like the residents, they perceived a lack of recognition.
 - *They say "where's that? They think it's far because of how it sounds.*
 - *It looks like a new area, so I think there will be a lot more landmarks, like a car dealership or something like that, but not much more, since it's already so new.*

Positioning Statement

Prepared for: City of Roeland Park Branding Committee

Prepared by: Benedictine College Marketing Program Students
Atchison, KS

October 25, 2016

For residents and businesses, present and future,
Roeland Park is an oasis in the city,
where neighbors and nature thrive together,
just moments from anywhere.

Definition and Discussion

“Oasis” refers to the calm, quiet quality of life inherent in the neighborhoods of Roeland Park. As a “first tier” suburb, located so centrally to much of Kansas City’s amenities and districts, its secure serenity is a welcome contrast to its neighboring communities. An oasis is defined as a fertile spot in a desert, which also reflects the natural beauty of its green spaces.

“Neighbors and Nature” brings to light the true identity and strengths of life in Roeland Park, the people who share in the community and the green trees and spaces that define its walkable streets and parks.

“Thrive Together.” The neighbors and nature of Roeland Park are dependent upon one another. The trees and elements of nature are symbols of residents’ civic pride while they provide the calming aesthetic of their neighborhoods. Together, they grow the quality of life that attracts more great neighbors and businesses that form a community.

“Moments from Anywhere.” More residents, workers, and shoppers praise Roeland Park’s location than any other attribute. Its proximity to some of the metro area’s most-visited districts and amenities, while retaining its uniquely quiet, walkable, family-friendly lifestyle is one of Roeland Park’s defining characteristics.

A Positioning Statement

In marketing, a brand's "position" is defined as "the space a brand or product occupies in its target audience's minds, relative to its competition." Positioning is a marketing practice of choosing specific tactics that will lead target audiences to form attitudes, beliefs, opinions and feelings about a brand that closely reflect the brand's desired position, or "mind space."

A positioning statement is a concise, formal statement that clarifies a brand's position. Though they often sound similar to a piece of advertising copy, it is not a tagline, or even meant to share with the public. Rather, it is a resource to be used in crafting marketing strategy.

A positioning statement serves a number of purposes:

- It describes how Roeland Park wishes to be perceived by our target audiences.
- It acts as a guide to marketing decision makers, giving direction to marketing strategy, and providing a "filter" for marketing decisions
- It focuses messaging and marketing strategy when used consistently, which strengthens the target audience's brand perception.

Roeland Park Rebranding Creative Brief

Prepared for: City of Roeland Park Branding Committee

Prepared by: Benedictine College Marketing Program Students

Atchison, KS

October 25, 2016

Background/Overview



Roeland Park is engaged in a rebranding campaign for their city. The Benedictine College Marketing team is tasked with differentiating Roeland Park from surrounding cities. The goal is to properly display the values of this close-knit community. We need to captivate the current residents, people searching to live here, and people who do business in Roeland Park. This may be challenging because of the fierce competition of surrounding cities, but sticking to Roeland Park's friendliness, location, and pricing (housing) will attract the right crowd.

Objectives:

The objective of this rebranding opportunity is to establish Roeland Park's identity properly through a new logo and town slogan. If implemented correctly, this will assist in efforts to attract new residents and businesses, and will strengthen the current townspeople's sense of pride in their city.

- For new residents the objective is to show Roeland Park's community values and perfect location to live for KC metro jobs.
- Regarding new business opportunities, it is our goal to attract businesses to come into this thriving location.
- The objective of the rebranding for the current residents is to properly represent their thoughts and love for their hometown.

Target Audiences:

1. Current Residents

- Our largest group of residents are Generation X and Millennials (23% are from 25-34; 18% are 45-54). With an average household size of 2.2 and a population density of 4,212 per square mile on average, we can deduce that Roeland Park is a relatively densely populated town but with a low percentage of families. With an average of 2.2 per home we can see that most homes house single residents or a couple.
- Our objective for current residents is to keep them informed as to plans for the future we envision for Roeland Park as well as progress being made to make that vision realized.
 - Details would include our interest in business growth, town "walkability", regular events, etc.

3. Potential Residents

- This is our main target market which we will dedicate most of our energy and resources. We will market towards younger to middle-aged families looking for a good town to reside in.
- To market Roeland Park, we will emphasize the following such things as public safety (Roeland Park currently boasts a phenomenal police force), and because of Roeland Park's accessibility to Kansas City, it creates an attractive balance between city and suburb life.
- In addition to these, Roeland Park has a low cost of living, and boasts excellent civil upkeep services and lastly has an existing sense of community which can only be improved. Roeland Park has an existing strong community, such as its seasonal festivals that it holds annually (including the Christmas decoration festival), but for our marketing we will make it a point to emphasize our optimization of this sense of belonging through increased community events and small businesses.

2. Businesses

- Start-up companies
 - Since Roeland Park already has the "essential" businesses already present (such as Walmart and CVS), Roeland Park has the potential to host small businesses: this would be optimal for the small businesses with willing local buyers and it could increase community.

Primary Message:

The main message needs to communicate that we are a place to not just start a family but to sustain one. We want people not to just use us as a stepping stone onto another city but think of Roeland Park as a thriving place to live their whole life.

Competition:

Westwood- Right next door to Roeland Park. Commonly viewed as a more expensive, upscale neighbor to Roeland Park. Liked for its convenient location to the Country Club Plaza.

Mission- Mission is a big competitor to Roeland Park due to the fact that it also looks to get residents with low cost living close to the city. They draw young couples to their city are considered a direct competitor to Roeland Park

Overland Park- Expensive cost of living and further from the city. But very well-known and recognized for its safety of living and high rated school system. Homes have larger yards and typically more spread out from their neighbors.

Prairie Village- Very popular as of recently for young couples to live and younger people. It has nice restaurants and shopping areas and is enjoying success currently. Also hosts a Jazz Festival and House Crawl that have really helped bring in a younger crowd.



Leawood- Known as one of the top suburbs in the KC Metro area. It boasts many parks and highly rated schools. Known as a very expensive area to live and is located 6 miles south of Roeland Park

Lenexa- Longer commute to the city than Roeland Park. Lenexa has large family homes with large yards. Most homes in Lenexa can be found at a fair price but it does not share the location as close to the city as Roeland Park.

Brand Attributes:

1. Location- Roeland Park's proximity to the everything Kansas City is its strongest attribute. Roeland Park is located right on the outside of downtown and this attribute is very attractive to people looking to buy a house and raise a family, yet still get to experience part of the city life.

2. Price (affordability)- Price is the next strongest attribute that Roeland Park has. Roeland Park has a very attractive price range to living there. They are able to preach affordability to younger house buyers that make them a more realistic option in a respectable community.

3. Friendly Environment- The residents of Roeland Park take pride in a friendly, diverse, and safe environment that you can raise a family in.

Design Imperatives:

- Must be relatable to the majority of people (namely stretching from younger Millennials to older Generation X.)
- Must symbolize unique characteristics that only Roeland Park possesses
- Must not be hard to digest in the sense that people will be able to gain the knowledge as to what we as a city are offering them
- Your design should be dynamic, unique, creative, and incorporate the full name of the city: Roeland Park. The logo may incorporate other imagery, abstract symbols, so long as the full city name is included somewhere in the image.

- Please submit the design in .jpg file format (Resolution of 300 dpi) AND as a .pdf file (less than 10MB). If the logo incorporates non-standards fonts, provide us with the font used in your submission.



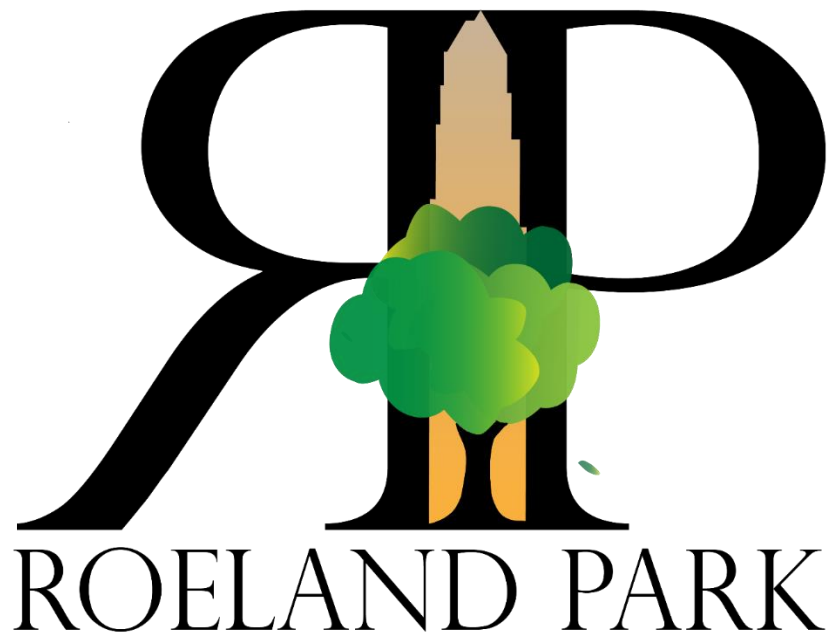
Support Materials:

The positioning statement for the branding of the city is “Roeland Park is an oasis in the city, where neighbors and nature thrive together, just moments from anywhere.”

The degree of satisfaction with the quality of life among residents is very high. It stems from a sense of community among their neighbors, who they know well, as well as the perceived quality of the city services.

- Recurring themes of positivity include:
 - **Location.** Unsurprisingly, proximity to popular areas of the KC metro is a key decision factor not only in moving to RP, but to remaining.
 - **Quiet.** This term in varying iterations was expressed frequently, which contrasts and complements the proximity to other “noisy” areas of the metro.
 - **Progressive social values.** Many take pride in, and point to the contrast of the perceived inclusiveness of Roeland Park to the rest of Johnson County and the state of Kansas.
 - **Nature.** While being the “City of Trees” was generally not perceived to be the central identity of Roeland Park, nature is very important to residents, and they have a great deal of satisfaction with Roeland Park in this area
 - **Lack of a defined identity.** Beyond the contentious Wal-Mart, residents feel that the city lacks a unique identity or iconic feature. This could indicate an openness to a new brand identity.

Design Recommendations



Design Concept 2

DESCRIPTION

"Small-town feel in the middle of the metro. Great neighbors. Great location."
-Current resident

Homes modeled after actual homes in Roeland Park.

The trees represent the peaceful and quiet atmosphere.

Location within the city is accessible, peaceful, and provides character to the neighborhood.

Representing Kansas City's Bartle Hall, The Plaza, and the Kaufman Concert Hall.

COLOR PALETTE



OFL Sorts Mill Goudy

Aa Bb Cc Dd Ee Ff Gg Hh Ii Jj Kk Ll
Mm Nn Oo Pp Qq Rr Ss Tt Uu Vv
Ww Xx Yy Zz



ROELAND PARK



ROELAND PARK



ROELAND PARK



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Design Concept 3



Rebranding Launch Proposal Plan

Prepared for: City of Roeland Park Branding Committee

Prepared by: Benedictine College School of Business

Atchison, KS

February, 2017

This is a prospective plan. The information and proposed activities within are suggestions based on the research conducted by Benedictine College. This plan is non-binding, and acceptance of this document does not require actions upon any of the content within.

1 Executive Overview

Roeland Park is engaging in a rebranding process in an effort to assist in attracting new residents and businesses to the area, as well as to increase the satisfaction and cultural identity of current residents and businesses. Research has revealed that the top three reasons people choose to live and work in Roeland Park are the location, quality of life, and the affordable cost of housing. The new brand will illustrate these three identifying characteristics of the city.

This Integrated Marketing Communications plan is designed to launch the new brand identity within the city of Roeland Park, as well as the Kansas City metropolitan area as a whole. Using events, content marketing, public relations efforts, and updating media assets.

1.1 *Scope of this Integrated Marketing Communications Plan*

This plan outlines the communications objectives, strategies, and tactics required for a successful execution of integrated marketing. Additionally, this plan provides the framework for the product launch communications activities.

1.1.1 **MARKETING OBJECTIVES**

- Increase the visibility and awareness of Roeland Park in the Kansas City metro
- Communicate the unique brand of Roeland Park, along with the story of its rebranding effort, to the Kansas City metro
- Increase the general satisfaction and enthusiasm of current residents and business owners with the identity of their community
- Assist in efforts to attract new residents and businesses, as well as retain current residents and businesses
- Increase media presence of Roeland Park in the Kansas City metro

1.2 *Communications Strategies*

- **Media Assets Updates.** The first phase of the brand launch will include the planned replacement and update of existing branding to city-owned assets. The redesign of digital media assets, such as websites, social media, and other outbound-facing digital media, as well as the redesign and manufacturing of print materials such as business cards and letterhead can be accomplished in a relatively short period. The manufacture and installation of signage and applied graphics to vehicles, signs, and other assets can be a phased rollout as budget allows.

These media assets include, but are not limited to:

- Digital Assets:
 - Official city website: update CSS design
 - Facebook
 - Next Door
 - Constant Contact
 - Citizen Serve
 - Municode
 - Novicagenda
- Print assets:
 - Letterhead
 - Business Cards

- Public circulars:
 - Roeland Parker
 - Pamphlets
 - City Maps
- Signage:
 - Door entrances of City Hall
 - Cedar Roe Library
 - Community Center
 - Pool
 - Nall Park
 - R Park
 - Skate Park
 - Public Works
- Window/Auto Graphics:
 - Police
 - Public Works
 - Neighborhood Services
- Areas of Opportunity within Media Assets:
 - City entrances
 - Roeland Park water tower
 - Temporary banners
 - Pop-up tent canopy graphics for outreach events
- **Content Marketing.** Using a combination of social media outreach, as well as digital public relations strategies, the stories highlighting the strengths of Roeland Park will be strategically published and promoted using social media and SEO strategies.

Students at Benedictine College will produce a series of 6 videos illustrating the lives of different families and residents of Roeland Park at different stages of their family life cycle: New College Graduate, First-Time Parents, Young Single Commuter, Outdoor Enthusiast, Busy Full Nest Family, Active Retirees. These brief vignettes will be released over a 1 year period on the City of Roeland Park's YouTube channel, and promoted via social media sharing strategies.

In addition, a number of brief articles and posts will be crafted and published on various online content hubs and media sites focusing on specific quality of life issues of which Roeland Park's strengths are highlighted (ex. Best KC suburbs for Millennials, etc.) These will be promoted via SEO tactics and shared through social media.

- This strategy will:
 - Promote awareness in the KC metro
 - Shape a positive brand image among potential residents
 - Sustain the rebranding effort in the media for a full year
 - Increase community pride and involvement by encouraging social media shares.
 - Increase curatable content for future content marketing strategies
- Actions needed:
 - Article content research and creation
 - Media relations and online publishing
 - Identifying and recruiting 6 residents/families
 - Crafting and approving scripts
 - Shooting and editing

- Creation of YouTube channel
- SEO and social media sharing strategy
- Recruiting and training volunteer “Social Media Coordinators,” or a “Virtual Street Team.” These volunteer ambassadors of the city would be assigned “beats” to cover in order to increase and enhance social media presence. All social media content created would be held for approval by an appointed city employee before being shared or broadcast.

- **Public Relations.** The creation and promotion of specific messages to KC Metro media is essential in order to achieve the objectives of this plan. The creation of this new brand, as well as the launch and outreach of this promotion project is a newsworthy story that has a high likelihood to generate positive press if managed effectively.

By identifying local media with the highest likelihood of sharing our branding message and creating the appropriate message for each, we can manage the sharing of the story of this rebranding effort. Local lifestyle blogs (Finding Kansas City, KC Mom’s Blog, KCParent, etc.), local lifestyle magazines (435, HERlife, Simply KC, etc.), daytime news shows (KSHB’s Kansas City Live, KCTV’s “Better Kansas City, etc.), and local radio shows (KMBZ’s Dana and Parks or TrendKC) are strong targets for our message with a high probability of positive coverage.

- This strategy will:
 - Promote awareness and a positive brand image in the KC metro among potential residents and business owners
 - Increase media relations with the City of Roeland Park
 - Create more content to curate, share and promote
- Actions needed:
 - Identify and prioritize media outlets
 - Customize a unique story and/or talking points for each outlet
 - Conduct a media relations campaign to “sell” each story
 - Track media mentions, shares and impressions

- **Social Media Strategy.** A focused, ongoing social media strategy will enhance the rebranding efforts, and help in positioning the city as a responsive, vibrant community. Also, this will aid in the content marketing efforts, increasing the positive digital “footprint” of Roeland Park, and engage more citizens in discussion and sharing of photos, videos, events, and discussion.

While social media is not without an investment in time and resources, much of the activities can be delegated to devoted, trained volunteers and interns with city staff supervision and approval.

- This strategy will:
 - Promote awareness and a positive brand image in the KC metro among potential residents and business owners
 - Increase digital media assets of Roeland Park, and aid in search optimization
 - Enhance citizen engagement
 - Promote events and activities in the city
- Actions needed:
 - Identify and appoint volunteer 2-3 Social Media “Street Team” members, and train in the city’s branding objectives, media voice, and posting guidelines.
 - Appoint a city employee to serve as the Social Media Project Manager, approving social media posts and scheduling and guidance to the “Street Team”
 - Track media mentions, shares and impressions

- **Community Event.** A signature, kick-off community event will draw neighbors and neighborhoods together in service and in recreation, as well as draw people from the wider metro to visit Roeland Park, perhaps for the first time.



Sponsorships and volunteers can help alleviate much of the expense.

- Many possibilities for events have been proposed by Benedictine student plan. Effective event plan concepts *may include, but are not limited to:*
 - 5K/10K race
 - Communicates importance of healthy lifestyles to the community
 - Draws active, young, diverse running community to Roeland Park
 - Runners experience Roeland Park neighborhoods in an authentic setting
 - Art and music festival
 - Communicates the importance of the arts to the community
 - Brings people to central location to experience community
 - Draws active art community to Roeland Park
 - Coordinated neighborhood Christmas lighting displays
 - Buy-in from neighborhoods builds sense of community
 - Draws metro residents into Roeland Park to experience neighborhoods at a slow pace
 - High likelihood of press coverage

2 Situation Analysis

2.1 SWOT analysis

- Strengths
 - Proximity to metro amenities
 - Affordability
 - Safety
 - Housing types attractive to Millennials, small families
 - Positive resident perception
 - School Districts & Churches
 - Established green spaces
 - City services
 - Aquatic & Community Centers
- Weaknesses
 - Number of businesses in Roeland Park
 - Amount of jobs available in Roeland Park
 - Resident perception of low awareness in metro
 - Housing types not attractive to larger families with adults in prime earning years
 - Lack of differentiation from other cities in the minds of consumers
- Opportunities
 - Recruiting new businesses
 - Attracting new residents
 - Growth of current businesses
 - Diversity of residents
 - Enhancing media relations and metro perception
 - Enhancing already high resident satisfaction
- Threats
 - Competing suburbs

- Changes in housing market
- Changes in economy
- Poor reception of new brand assets



3 Target Audiences

This plan focuses on three main target audiences:

1. Current residents
2. Potential residents
3. Future businesses

Current Residents

Our goal is to influence permanence by energizing hometown pride and enthusiasm. In other words, we are aiming to reduce “turnover” where residents “come and go” and emphasize the following attributes of Roeland Park:

- A sense of belonging
- City Pride
- The cohesive and concrete community.

Our strategy for these goals is to implement more “reasons” for Roeland Park’s residents to become excited and involved in Roeland Park through annual events that will strengthen community pride and create a reason for excitement at specific seasonal gathering.

By focusing first on current residents, we are able to further establish the bedrock of Roeland Park to build upon it for new residents and businesses. If we are successful it will stimulate both hometown spirit and permanence. The other method to enhance town pride is to communicate our message effectively to the current residents. The efforts already taken to rebrand Roeland Park and enhance the resident experience in Roeland Park is proof of the genuine care the administration of Roeland Park has taken, and that alone can show a strong commitment to community. Thus, our strategy for current residents is to increase and emphasize the strengths of Roeland Park, and to make our message and branding efforts known to execute our finished integrated marketing plan.

Potential Residents

Potential residents are also a target for Roeland Park since a growing population is healthy for a city’s economy and sense of community. This group most likely consists of first-time home buyers, young married couples, empty nesters, and small/new families. This young population not only brings energy

to for Roeland Park, but will likely be the most responsive to Roeland Park’s qualities of being a serene and safe neighborhood just miles from Kansas City’s best amenities.



Potential Businesses

Business openings are often a lagging indicator of population and economic factors. If greater awareness is established throughout the metro, and more potential residents take notice, it will increase overall attractiveness of Roeland Park among entrepreneurs and expanding businesses.

3.1 Target Audience

AUDIENCE	GOAL
College Graduate	Inform them that Roeland Park is an ideal city to place roots because of its proximity to job opportunities, recreation, and night life at a lesser expense than other areas in the city with similar proximity.
First Time Home Buyer	Communicate that Roeland Park provides a quality community in which to start out, combining proximity to city amenities with the quality of neighbors and nature, with walkable neighborhoods.
Young Family	Promote safety, affordability, and convenience of location. Having kids means needing places to take them to burn energy, buy clothes, refuel, educate, etc. Families are going to want to live in safe areas where they can feel okay about their kids playing in the yard or crossing the street to get their football.
Empty Nest	Promote that Roeland Park is a calm, quiet, and nostalgic neighborhood. It is near all major necessities and is a community filled with friendly and outgoing people.

4 Branding and Messaging

4.1 Positioning Statement

- For residents and businesses, present and future, Roeland Park is an oasis in the city, where neighbors and nature thrive together, just moments from anywhere.

4.2 Value Propositions

According to the research conducted by Benedictine College, and contained in the included research documents, the Value Propositions identified by community members include:

- Location/Proximity

- Community
- Safety
- Parks
- Cost of Living

4.3 Major Messages

- Safe, inviting community
- Optimal location
- Desirable, affordable housing
- Beauty of nature

4.3.1 MAJOR MESSAGES FOR CUSTOMERS

MAJOR MESSAGES FOR FAMILIES	
MESSAGE NAME and Core Message	Message Substantiation
Welcoming	Diversity Traditional neighborhoods
Safe	Low crime rates Neighbor reliance

MAJOR MESSAGES FOR THE FIRST TIMER	
MESSAGE NAME and Core Message	Message Substantiation
Location	First-tier suburb of Kansas City 15-minute commute to downtown, Wesport, the Plaza, Overland Park
Affordability	Affordable real estate Low cost of living, travel
Community	Small town feel, big city access Strong sense of unity within the community

5 Communications Vehicles

- YouTube, Facebook, Instagram
 - Volunteer Community Marketing Coordinators (Virtual Street Team?)
 - Content Marketing on blog sites
- Public relations outreach
 - Daytime local “lifestyle news” programs
 - Local talk radio
 - Regional lifestyle magazines
 - Local lifestyle blogs
- Event
 - 5K
 - Coordinated Neighborhood Christmas lighting displays
 - Music and arts festival

COMMUNICATIONS VEHICLES TACTICAL CALENDAR

Vehicle	Owner	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
City Assets: Digital	Designee	Approve digital redesign, implement across site DSS, social media, other assets	Monitor site engagement				
City Assets: Print	Designee	Approve print redesigns, Approve vendors for printing and publishing	Harvest old design media, rollout replacement of new media				
City Assets: Signage	Designee	Approve signage designs, RFP for manufacturing and installation vendors	RFPs approved, orders placed, installation schedule approved	Oversee installation across sites			
Social Media	Street Team	Account setup, design, media training and schedule coordination	Social Media Team assigned "beats," begin promotion	Continued promotions, coordinated with events calendars	Continued promotions, coordinated with events calendars	Continued promotions, coordinated with events calendars	Continued promotions, coordinated with events calendars
Event	Branding Committee	Event identified, date and location selected	Sponsors acquired, social media and promotion begins, website created	Event logistics acquired: permits, staging, volunteers, entertainment, vendors, facilities	Continued promotion and collection of entry fees (race) or vendor fees (event)	Media coverage coordinated; volunteer jobs assigned, contracts finalized	Event production, cleanup, project post mortem
Public Relations	Intern	Creation of press releases and talking point memos; targeted media relations; establish media	Con'd media relations, begin appearances and publication. Maintain media metrics and	Con'd media relations, begin appearances and publication. Maintain media metrics and	Plan schedule of media releases on social media sites		

metrec collection and reporting methods

reporting, curate for content

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6 Tactical Calendar

7 Budget

COMMUNICATIONS VEHICLES BUDGET

Vehicle	Explanation	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
City Assets: Digital	Designer fees, Web designer fees	\$1,200					
City Assets: Print	Designer fees, printing fees.	\$1,200					
City Assets: Signage	Interior metal cut signs, fleet car graphics	\$3,920					
Social Media	Web designer fees, intern	\$600	\$100	\$100	\$100	\$100	\$100
Event		\$0	\$200	\$500	\$4,500	\$100	\$0
Public Relations	intern	\$200	\$200	\$200	\$200	\$200	\$200
Content Marketing	intern	\$200	\$200	\$200	\$200	\$200	\$200
TOTAL							\$11,120

7.1 Budget Assumptions

Print media:

- Business cards will be issued as needed by employees, and will not incur additional non-budgeted printing costs.
- Letterhead: \$470 for 5,000 full color prints (OvernightPrints.com)
- Brochures: \$492 for 5,000 full color tri-fold brochures (OvernightPrints.com)

Signage and Graphics:

- Automotive decals: \$35.99 per decal, 2 decals per city owned vehicle, 30 vehicles (StickerYou.com) Installation est. \$25 per vehicle
- Entry door vinyl graphics: 12 decals \$235 (signs.com) Installation est. \$20 per graphic
- Brushed Aluminum custom cut 60" indoor sign: 6 signs at \$235 (signs.com) Installation est. \$50 per sign



Item Number: DISCUSSION ITEMS- II.-3.
Committee 8/7/2017
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 7/26/2017
Submitted By: Staff
Committee/Department: Admin
Title: **Voting Delegates to the League of Kansas Municipalities
Annual Conference (est. time 5 min.)**
Item Type: Other

Recommendation:

Details:

Each year the City has two delegates to the League's annual meeting based on the population of the City. The appointee's may be elected officials or staff. Last year Councilmember Kelly and Poppa were appointed. Councilmember Thompson alternate.

How does item relate to Strategic Plan?

N/A

How does item benefit Community for all Ages?

N/A

ATTACHMENTS:

Description

Type

July 19, 2017

Dear City Clerks or City Managers/City Administrators:

We are pleased the League's Annual Conference in Wichita, September 16-18, 2017, is shaping up to be an exciting experience. We have an outstanding program of speakers, panel discussions and workshops planned which were highlighted in the June issue of the *Kansas Government Journal*.

I am writing to invite your city governing body to register its League voting delegates. State law provides that the governing body of each member city of the League may elect city delegates from among the city's officers to represent the city in the conduct and management of the affairs of the League. League bylaws provide that a city voting delegate or alternate delegate qualifies by having his or her name, city title and address registered with the executive director.

Each member city needs to file new registration forms with the League of Kansas Municipalities. You may send them one of three ways: by mail to League of Kansas Municipalities, 300 SW 8th Avenue, Topeka, KS 66603; scanning the form and emailing adebusk@lkm.org; or via FAX to 785-354-4186. **Please send forms by Friday, August 25th to the attention of Anna DeBusk.**

Article 4, Sec. 5 of the League Bylaws prescribes the total number of votes provided to each member city based on population. The number of delegate registration forms enclosed is based on the following table.

City Population	No. Votes	No. Delegate Forms	No. Alternate Forms
1 - 2,500	1	1	1
2,501 - 7,500	2	2	2
7,501 - 17,500	3	3	3
17,501 - 37,500	4	4	4
37,501 - 77,500	5	5	5
77,501 - 117,500	6	6	6
117,501 - 157,500	7	7	7
157,501 - 197,500	8	8	8
197,501 - 237,500	9	9	9
237,501 - 277,500	10	10	10
277,501 - 355,500	11	11	11
355,501 - 395,500	12	12	12

A business and policy session of city voting delegates will be held on Monday afternoon, September 18th, at the conference in Wichita.

I look forward to hearing from you.

Sincerely,



Erik A. Sartorius
Executive Director

Enclosures

CITY VOTING DELEGATE REGISTRATION
League of Kansas Municipalities

The Governing Body of the City of _____

has elected: Name _____

Title _____

Address _____

E-Mail Address _____

to be (circle one)

voting delegate 1 2

alternate voting delegate 1 2

to represent the city in the conduct and management of the affairs of the League of Kansas Municipalities.

Signed: _____

City Clerk

Date: _____

INSTRUCTIONS

Four voting delegate registration forms are enclosed. Based on its current population, your city may have two voting delegates. A separate form should be filed for your voting delegate and for any alternate delegate you elect.

Actions taken at the League's annual business session are taken by vote of the individual voting delegates present unless the weighted voting system is triggered by the request of ten or more delegates.

If the weighted voting system is used, a roll call vote of member cities will be held. Under a roll call by city, your city will have one vote.

State Law Authorizing City Delegates

K.S.A. Supp. 12-1601f. "The governing body of each member city may elect city delegates from among the city's officers to represent the city in the conduct and management of the affairs of the League of Kansas Municipalities."

League Bylaw on Election and Qualifying of Delegates

Article 2, Section 2. "When a city is a member of the League, any elected or appointed officers of such city may be elected by the city governing body as voting delegates and alternate voting delegates in accordance with the provisions of Article 4 of these bylaws, to represent the city in any meeting of the voting delegates and in the conduct of any other affairs of the instrumentality requiring action of the member cities. Alternate voting delegates may vote on matters before a meeting of the voting delegates in the absence of the regular delegate. A voting delegate or alternate shall qualify by having his or her name, city, title and address registered with the executive director and shall hold such position while qualified and until a successor is elected and qualified."

Item Number: DISCUSSION ITEMS- II.-4.
Committee 8/7/2017
Meeting Date:



City of Roeland Park

Action Item Summary

Date:	8/4/2017
Submitted By:	Keith Moody
Committee/Department:	Ad Hoc Aquatics Committee
Title:	Aquatic Center Ad-Hoc Update (est. time 10 min.)
Item Type:	Discussion

Recommendation:

Details:

The Ad Hoc Aquatics Committee met on 7/31, minutes are attached.

Staff presented that they have collected pool lane rental data from other indoor facilities and have met with Miego, the Blazers and the Masters groups to discuss. Currently we charge \$6.50/lane/hr. The most expensive facility is \$30/lane/hr. The schools are in the \$8 to \$9 range. Staff is also reaching out to some other schools that do not have their own pool to discuss interest in renting our facility.

Staff did learn in our meetings with the user groups that the facility is not conducive to having swim meets due to the limited deck space and the accommodations are not on par with the pools at the schools.

Also the ability to expand lane rentals is limited by the fact that most groups want to use the pool either in the morning or evening, which is when the pool is currently busiest in the winter season. Renting lanes during the day is when we have the greatest space, but the least interest as students are in school and adults are at work. Seniors and therapy users are possible prospects for lane use during they day.

Staff also reviewed the methodology used in calculating a contribution request amount from JCPRD. Looking at Roeland Park or Johnson County uses/users alone during the winter, JOCO

residents make up roughly 75% of the users. Applying that percentage to the operating loss and facility depreciation for the nine winter months equates to roughly \$170,000. Staff has confirmed the utilization and cost information with JCPRD staff and they agree that the methodology employed in the calculation is logical. They make no assertions as to how the JCPRD Board will receive the request. The Ad Hoc Aquatics Committee will meet again on 8/28, JCPRD will have met prior to that date so may have that to discuss.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Item Number: DISCUSSION ITEMS- II.-5.
Committee 8/7/2017
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 8/4/2017
Submitted By: Keith Moody
Committee/Department: Admin.
Title: **Bike Trail Easement (est. time 5 min.)**
Item Type: Other

Recommendation:

Staff Recommends approval of the bike trail easement between the City and the Boulevard Apartment property owners.

Details:

The attached easement has been developed by the City attorney for the multi-use trail, where it extends onto the Boulevard Apartments. Also attached is the map showing the alignment of the multi-use trail on both the Nall Park land and on the Boulevard Apartments land. Also attached is a subordinating agreement required by the lender for the Boulevard Apartments. The City Attorney has reviewed and approved this document as well.

The easement does not use a meets and bounds description, this avoids the cost of having the survey the property and drafting a legal description. It merely describes the easement as so wide from the center of the constructed path. The Boulevard Apartments can vacate the easement with notice.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
Multi Use Trail Easement	Cover Memo
Subordination Agreement to Easement	Cover Memo

Tax Parcel(s): PP64000000 0000

TRAIL EASEMENT AGREEMENT

THIS TRAIL EASEMENT AGREEMENT ("this Agreement") dated as of May __, 2017 (the "Agreement Date") is by and between Boulevard Apartments, LLC ("the undersigned Owner or Owners") and the City of Roeland Park (the "Holder").

Article I. Background

1.1 Property

The undersigned Owner or Owners are the sole owners in fee simple of the property identified below and more fully described in Exhibit "A" (the "Property").

Street Addresses: 4800 Skyline Drive
Municipality: Roeland Park
Parcel Identifier: PP64000000 0000

County: Johnson
State: Kansas

1.2 Easement Area

The portion of the Property that is subject to this Agreement (the "Easement Area") is shown on the plan attached as Exhibit "B" (the "Easement Plan"). The Easement Area is defined as a 3-foot-wide area centered on the proposed trail depicted within the Easement Plan. Once trail construction is completed, Owners retain the right to survey in need of specific legal description. Section 2.01(A) outlines acceptable trail facility construction and improvements. Once the trail is initially constructed, the Easement Area shall not be changed or modified without Owners' prior written consent. No other trail facilities (i.e.: benches, picnic tables, wastebaskets, bicycle racks, etc.) will be constructed within or near the Easement Area without expressed written consent from Owners.

1.3 Purposes

The purposes of this Agreement are to set forth the terms under which the Trail Facilities described in Article II can be established and maintained for activities and uses by the general public described in Article III.

1.4 Consideration

The undersigned Owner or Owners acknowledge receipt of the sum of \$1.00 in consideration of the grant of easement to Holder under this Agreement.

Article II. Grant of Easement for Trail Facilities

2.1 Grant

The undersigned Owner or Owners, intending to be legally bound, grant and convey to Holder the perpetual non-exclusive right to create and maintain the Trail identified below; to enter the Easement Area upon at least 24 hours prior notice to Owner to construct, install, maintain and repair any one or more of the items (collectively, with the Trail, the "Trail Facilities") described in paragraph (a) of this section; and, subject to the prior written consent of Owners, those described in paragraph (b) of this section.

(a) Trail Facilities

- (i) A trail not to exceed approximately 3 feet in width together with steps, railings, and other surface structures which, as to wet areas, may include bridges and culverts (collectively, the "Trail").
- (ii) Signs to mark the Trail, to provide information related to the Trail and for interpretive purposes.
- (iii) Fencing, gates, and barriers to control access.

(b) Trail Facilities Requiring Prior Written Consent of Owners

Benches, picnic tables, wastebaskets, and bicycle racks.

2.2 Exercise of Rights

Creation of the Trail and other construction, installation, maintenance and repair of the Trail Facilities may include installation of signage; mowing, cutting or removal of soil, rock or vegetation; application of gravel, crushed stone; or other means of creating the Trail surface (if any) and/or identifying the Trail's path. These activities may include mechanized equipment use.

2.3 Construction; Liens; Maintenance

3.1. Prior to commencement of construction of any Trail Facilities, Holder shall obtain or cause to be obtained all governmental approvals and all building permits and other permits and licenses required by Laws for such construction, and shall provide copies thereof to Owner. All construction, repairs, replacements and other work in connection with the Trail Facilities shall be performed and completed in a good and workmanlike manner, using first-class materials, in conformity with generally accepted construction practices and in compliance with all Laws. Adequate provisions for safety shall be made. All such construction and other work, once commenced, shall be pursued diligently and continuously to completion. Holder shall, without cost or expense to Owner: (i) repair all damage to the Property and improvements thereon caused by such work, and restore the Property and improvements thereon, to a condition at least equal to the condition that existed before commencement of the work; and (ii) pay all costs of the work.

3.2. Holder shall indemnify and hold Owner harmless from and against all damages, losses, costs and expenses (including, without limitation, court costs and reasonable attorneys' fees) and claims arising out of or relating to the performance of all such work or the providing of materials or supplies.

3.3. Holder shall not permit any mechanic's or materialman's lien to be filed against the Property, and if any such lien shall at any time be filed, Holder shall within 30 days after the filing thereof cause the lien to be released of record. If Holder fails to cause the lien to be released of record within said 30-day period, Owner may remove the lien by paying the full amount thereof or in any other manner Owner deems appropriate, without investigating the validity of the lien and regardless of the fact that Holder may dispute or contest the validity or amount of the lien. Holder shall upon demand reimburse Owner for the full amount so paid by Owner, together with reasonable expenses incurred in connection therewith (including court costs and reasonable attorneys' fees). Nothing in this paragraph shall be construed as a consent on the part of Owner to subject its estate in the Property to any lien or liability under the lien laws of the State of Kansas. In no event shall Holder permit the foreclosure of any such lien.

3.4. Holder shall, at Holder's sole cost and expense, maintain or cause to be maintained the Trail Facilities in good order, condition and repair, in slightly condition, and in conformity with all Laws.

Article III. Grant of Easement for Public Access

3.1 Grant of Easement

The undersigned Owner or Owners, intending to be legally bound, grant to Holder the right to make available to the public a perpetual easement and right-of-way over the Trail and the right to use Trail Facilities for the purposes ("Permitted Trail Uses") described in paragraph (a) and, subject to the prior written consent of Owners (which may be withheld in Owners' sole discretion), those described in paragraph (b) of this section:

(a) Permitted Trail Uses

Use of the Trail as a right-of-way for (i) walking, hiking, jogging, bicycling, bird watching, nature study; and (ii) emergency vehicles in the case of emergency within the Easement Area.

(b) Uses Requiring Prior Written Consent of Owners

Events such as "runs" or competitive races; programmatic use by schools, clubs or other groups; or any use of Trail for purposes other than as a right-of-way for passage over the Property.

3.2 No Charge for Access

No Person is permitted to charge a fee for access to the Trail or use of the Trail Facilities.

Article IV. Rights of Owners

4.1 Owner Improvements

Owners must not construct, install or maintain any facility or improvement within the Easement Area without prior written notification of the Holder, not to be less than 90 days before proposed improvements begin. Holder will not unreasonably withhold permission to improve land in accordance with Owners planned development.

4.2 Owner Uses and Activities

Owners have the rights accorded to the general public to use the Trail Facilities as well to exercise any one or more of the following rights with such notice to Holder as is reasonable under the circumstances:

(a) Mitigating Risk

Cut trees or otherwise disturb resources to the extent reasonably prudent to remove or mitigate against an unreasonable risk of harm to Persons on or about the Easement Area provided, however, the foregoing right does not create any obligation upon Owners to undertake such actions or liable in any manner for any failure to take such actions.

(b) Resource Management

Mow, cut or remove vegetation, plant, or maintain vegetation, within the Easement Area but only in accordance with guidelines set forth in the schedule (if any) attached to this document entitled "Permitted Resource Management." Both the owner and holder will communicate in a timely manner (7 days) any deviation from the plan.

(c) Grants to Others

Grant leases, licenses, easements and rights-of-way affecting the Easement Area to Persons other than Holder but only for (i) permitted Owner Improvements; (ii) activities and uses that Owners are permitted to engage in under this Agreement; or (iii) other items that Holder, without any obligation to do so, approves after review.

(d) Enforcement Rights

Remove or exclude from the Property any Persons who are (i) in locations other than the Trail or other Trail Facilities or (ii) not engaged in Permitted Trail Uses.

Article V. Enforcement; Liability Issues

5.1 Enforcement

Holder may, in addition to other remedies available at law or in equity, compel Owners to make the Easement Area available for the purposes set forth in Article II and Article III by exercising any one or more of the following remedies, without any need to show that a civil action for damages is not available to furnish compensation:

(a) Injunctive Relief

Seek injunctive relief to specifically enforce the terms of this Agreement; to restrain present or future violations of this Agreement; and/or to compel restoration of Trail Facilities or other resources destroyed or altered as a result of the violation.

(b) Self Help

Enter the Property to remove any barrier to the access provided under this Agreement and do such other things as are reasonably necessary to protect and preserve the rights of Holder under this Agreement.

5.2 Warranty

The undersigned Owner or Owners warrant to Holder that:

(a) Liens and Subordination

Except as set forth of record, the Easement Area is, as of the Agreement Date, free and clear of all Liens or, if it is not, that Owners have obtained and attached to this Agreement as an exhibit the legally binding subordination of any mortgage, lien, or other encumbrance affecting the Easement Area as of the Agreement Date.

(b) Existing Agreements

No one has the legally enforceable right (for example, under a lease, easement or right-of-way agreement in existence as of the Agreement Date) to prevent the installation of Trail Facilities or the use of Trail Facilities for Permitted Trail Uses.

(c) Hazardous Materials

To Owner's knowledge, without inquiry, (i) the Easement Area is not contaminated with materials identified as hazardous or toxic under applicable law (collectively, "Hazardous Materials") and (ii) no Hazardous Materials have been stored or generated within the Easement Area.

5.3 Immunity under Applicable Law

Nothing in this Agreement limits the ability of Owners and Holder to avail themselves of the protections offered by any applicable law affording immunity to Owners and Holder including, to the extent applicable, Kansas Statute 58-3201: Limiting Liability of Property Owners to Persons Entering Premises for Recreational Purposes Act, Act of July 1, 1956, K.S.A. 58-3201, et seq.

5.4 Public Enters at Own Risk

Use of any portion of the Easement Area by members of the general public is at their own risk. Neither Holder nor Owners by entering into this Agreement assume any duty to or for the benefit of the general public for defects in the location, design, installation, maintenance or repair of the Trail Facilities; for any unsafe conditions within the Easement Area; or for the failure to inspect for or warn against possibly unsafe conditions; or to close the Trail Facilities to public access when unsafe conditions may be present.

5.5 Costs and Expenses

All costs and expenses associated with Trail Facilities are to be borne by Holder except for items included in Owner Responsibility Claims (defined below in this Article).

5.6 Responsibility for Losses and Litigation Expenses

(a) Public Access Claims; Owner Responsibility Claims

If a claim for any Loss for personal injury or property damage occurring within the Easement Area after the Agreement Date (a "Public Access Claim") is asserted against either Owners or Holder, or both, it is anticipated that they will assert such defenses (including immunity under the Recreational Purposes Act) as are available to them under applicable law. The phrase "Public Access Claim" excludes all claims (collectively, "Owner Responsibility Claims") for Losses and Litigation Expenses arising from, relating to or associated with (i) personal injury or property damage occurring prior to the Agreement Date or (ii) structures, facilities and improvements within the Easement Area (other than improvements installed or approved by Holder).

(b) Indemnity

Holder agrees to indemnify, defend and hold Owners harmless from any Loss or Litigation Expense arising from (i) any breach or default by Holder in the performance or observance of its obligations under this Agreement and/or (ii) if immunity from any Public Access Claim is for any reason unavailable to Owners, if and to the extent arising from a Public Access Claim. Owners agree to indemnify, defend and hold the Holder harmless from any Loss or Litigation Expense if and to the extent arising from an Owner Responsibility Claim.

(c) Loss; Litigation Expense

- (i) The term "Loss" means any liability, loss, claim, settlement payment, cost and expense, interest, award, judgment, damages (including punitive damages), diminution in value, fines, fees and penalties or other charge other than a Litigation Expense.
- (ii) The term "Litigation Expense" means any court filing fee, court cost, arbitration fee or cost, witness fee and each other fee and cost of investigating and defending or asserting any claim of violation or for indemnification under this Agreement including in each case, attorneys' fees, other professionals' fees and disbursements.

Article VI. Miscellaneous

6.1 Beneficiaries and Agents

The rights of Holder under this Agreement may be exercised by Holder, any Person identified by Holder as a beneficiary of this Agreement and who accepts this designation by recordation in the Public Records of a joinder to this Agreement (a "Beneficiary"), or any of the contractors, agents, and employees of Holder or Beneficiary.

6.2 Binding Agreement

This Agreement is a servitude running with the land binding upon the undersigned Owner or Owners and, upon recordation in the Public Records, all subsequent Owners of the Easement Area or any portion of the Easement Area are bound by its terms whether or not the Owners had actual notice of this Agreement and whether or not the deed of transfer specifically referred to the transfer being under and subject to this Agreement. Subject to such limitations (if any) on Holder's right to assign as may be set forth in this Agreement, this Agreement binds and benefits Owners and Holder and their respective personal representatives, successors and assigns.

6.3 Governing Law

The laws of the State of Kansas govern this Agreement.

6.4 Definition and Interpretation of Capitalized and Other Terms

The following terms, whenever used in this Agreement, are to be interpreted as follows:

- (i) "Owners" means the undersigned Owner or Owners and all Persons after them who hold any interest in the Easement Area.
- (ii) "Person" means an individual, organization, trust, or other entity.
- (iii) "Public Records" means the public records of the office for the recording of deeds in and for the county in which the Easement Area is located.
- (iv) "Including" means "including, without limitation".
- (v) "May" is permissive and implies no obligation; "must" is obligatory.

6.5 Incorporation by Reference

Each exhibit or schedule referred to in this Agreement is incorporated into this Agreement by this reference.

6.6 Amendments; Waivers

"In the event future use of Owners' property changes to necessitate a change in the location and description of the permanent trail easement as described in Section 1.02, the Holder of this easement must be given 30 days' notice of such change and must receive a written notification from owner reflecting the change and identifying the new easement description which Amendment shall be recorded in the Public Records. All other provisions of this Agreement shall remain in effect."

Any amendment or waiver of any provision of this Agreement or consent to any departure by Owners from the terms of this Agreement must be given to the holder at least 30 days in advance of such change, the owner must sign a written notification reflecting the change, an amendment must be recorded in the Public Records.

6.7 Severability

If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain valid, binding, and enforceable. To the extent permitted by applicable law, the parties waive any provision of applicable law that renders any provision of this Agreement invalid, illegal, or unenforceable in any respect.

6.8 Counterparts

This Agreement may be signed in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement.

6.9 Entire Agreement

This is the entire agreement of Owners, Holder and any Beneficiary pertaining to the subject matter of this Agreement. The terms of this Agreement supersede in full all statements and writings between Owners,

Holder, and others pertaining to the transaction set forth in this Agreement.

6.10 Notices

Notice to Holder under this Agreement must be in writing and given by one of the following methods: (i) personal delivery; (ii) certified mail, return receipt requested and postage prepaid; or (iii) nationally recognized overnight courier, with all fees prepaid.

INTENDING TO BE LEGALLY BOUND, the undersigned Owner or Owners and Holder, by their respective duly authorized representatives, have signed and delivered this Agreement as of the Agreement Date.

BOULEVARD APARTMENTS, LLC

BY: _____
NAME: _____
TITLE: _____

Owner's Name

City of Roeland Park, Kansas

By: _____
Name of signatory:

Title of signatory:

THE STATE OF _____
COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument as Manager of BOULEVARD APARTMENTS, LLC, a Kansas limited liability company, and acknowledged to me that he executed the same for purposes and considerations therein expressed in the capacity stated, and as the act and deed of said company.

Given under my hand and seal of office this the _____ day of _____, 20____.

Notary Public in and for the State of _____

My Commission Expires: _____

EXHIBIT A
LEGAL DESCRIPTION

File Number: 208101779-1

All that part of the North half of the Northwest Quarter of Section 4, Township 12, Range 25, in Johnson County, Kansas, described as follows: Beginning at the intersection of the North line of said Section 4 with the Southwesterly right-of-way line of 18th Street Expressway, as described in File No. 523234 and recorded in Book 390 of Deeds, at Page 409 in the Register of Deeds Office of said Johnson County, Kansas; thence South 89 degrees 58 minutes 57 seconds West along said North line a distance of 987.03 feet; thence South 00 degrees 20 minutes 17 seconds East, parallel with the West line of said Section 4 a distance of 795.79 feet to a line that is parallel with and 525 feet North of, measured at right angles, the South line of said North Half; thence North 89 degrees 40 minutes 49 seconds East along said parallel line a distance of 928.26 feet to a point 335 feet West of the Northeast corner of the tract of land condemned for school purposes in District Court Case No. 19863; thence South 00 degrees 19 minutes 11 seconds East, 80 feet; thence North 89 degrees 40 minutes 49 seconds East, 275 feet; thence South 17 degrees 08 minutes 46 seconds West, 466.50 feet to a point in said South line of the North Half 100 feet East of the Southwest corner of the Northeast Quarter of the Northwest Quarter of said Section 4; thence North 89 degrees 40 minutes 49 seconds East along said South line a distance of 826.59 feet to said Southwesterly right-of-way line of 18th Street Expressway; thence Northwesterly along said right-of-way line to the point of beginning, now known as ROE VILLAGE, a subdivision in the city of Roeland Park, Johnson County, Kansas, EXCEPT that part thereof condemned by the City of Roeland Park in Case No. 04CV4057 filed May 28, 2004 in the Johnson County District Court, and recorded under Document No. 20040502-0001235 in Book 200406 at Page 1236 and described as follows:

All that part of previously vacated Skyline Drive located in ROE VILLAGE, a subdivision in the City of Roeland Park, Johnson County, Kansas, being part of the Northeast Quarter of the Northwest Quarter of Section 4, Township 12, Range 25 of Roeland Park, Johnson County, Kansas, more particularly described as follows: Beginning at the intersection of the Northerly right-of-way line of Skyline Drive, as previously established, with the Westerly right-of-way line of Roe Boulevard, as now established; thence Westerly along the North right-of-way line of said Skyline Drive a distance of 201.98 feet, more or less, to a point of curvature; thence Westerly and Northwesterly along the northerly right-of-way line of said Skyline Drive, on a curve to the right having a radius of 155 feet, a central angle of 5 degrees 33 minutes 12 seconds, a distance of 15.02 feet, more or less; thence South along a line perpendicular to the South line of the Northeast Quarter of the Northwest Quarter of said Section 4, a distance of 60.73 feet, more or less, to a point on the South line of the Northeast Quarter of the Northwest Quarter of said Section 4; thence East along the South line of the Northeast Quarter of the Northwest Quarter of said Section 4, a distance of 257.72 feet, more or less, to a point on the Westerly right-of-way line of said Roe Boulevard; thence Northerly along the Westerly right-of-way line of said Roe Boulevard to the point of beginning.

NOTE: this duplicate Loan policy replaces the original Stewart Title Guaranty Company Policy No. M-9302-967972 which has become lost or destroyed. That this duplicate policy evidences the liability of Company under its original policy and that such liability is not increased or diminished by reason of the issuance of this duplicate policy.

EXHIBIT B



SUBORDINATION AGREEMENT

This Subordination Agreement is made and entered into this ____ day of July, 2017, by and between Boulevard Apartments, L.L.C. ("**Boulevard**"), the City of Roeland Park, Kansas (the "**City**"), and U.S. Bank National Association ("**Mortgagee**").

WHEREAS, Mortgagee, pursuant to that certain Assignment of Mortgage and Related Documents dated May 2, 2013, is the holder of that certain Construction Mortgage With Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing dated March 1, 2008 and recorded on March 1, 2008, in Book 200803, Page 009644 of the Office of the Register of Deeds for Johnson County, Kansas (the "**Mortgage**"), the Mortgage covering certain property (the "**Property**") owned by Boulevard and more particularly described on Exhibit A attached hereto;

WHEREAS, the City desires an easement over certain portions of the Property to construct a multi-purpose recreational trail, and the City and Boulevard have entered into that certain Multi-Use Easement Agreement dated _____ and recorded _____ in the official records of Johnson County, Kansas (the "**Easement**") for the purpose of granting the City the right to construct and maintain the trail and Trail Facilities (as defined in the Easement);

NOW THEREFORE, in consideration of the Property and of the sum of Ten Dollars (\$10.00) by each party in hand paid to the other, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Subordination of the Mortgage.** The lien of the Mortgage, as an encumbrance on the Property, shall be junior, inferior and subordinate to the Easement. Mortgagee hereby agrees to recognize the Easement as a restriction on the Property that is superior to the lien of the Mortgage. Upon a foreclosure, deed in lieu of foreclosure, or sale of the Property pursuant to the terms of the Mortgage, the successor owner shall acquire title to the Property subject to the terms of the Easement.
2. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.
3. **Recording.** The parties hereto agree that this Agreement may be recorded in the public records of the county in which the Property is located.
4. **Counterparts.** This Agreement may be executed in any number of counterparts and by each of the undersigned on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement.

BOULEVARD APARTMENTS, L.L.C.,
a Kansas limited liability company

By: _____
Name: PAUL FINGERSH
Title: MANAGER

STATE OF KANSAS)
COUNTY OF JOHNSON) SS.

On this 28 day of July, 2017, before me personally appeared PAUL FINGERSH, to me being personally known, who, being by me duly sworn did say that he is the MANAGER of Boulevard Apartments, L.L.C., a Kansas limited liability company, and that he has the authority to execute the foregoing instrument on behalf of said limited liability company, and acknowledges that he executed the same as his free act and deed and as the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal in the county and State aforesaid, the day and year first above written.

Julie Combs
Notary Public
Printed Name Julie Combs

My term expires: 01/28/2021



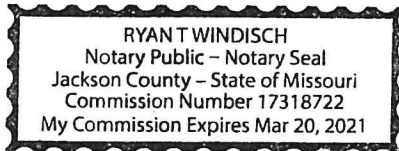
U.S. BANK NATIONAL ASSOCIATION

By: [Signature]
Name: Jeff Gamm
Title: SO

STATE OF MO)
COUNTY OF JA) SS.

On this 7 day of July, 2017, before me personally appeared [Signature], to me being personally known, who, being by me duly sworn did say that he/she is the President of U.S. Bank National Association and that he/she has the authority to execute the foregoing instrument on behalf of U.S. Bank National Association and acknowledges that he/she executed the same as his/her free act and deed and as the free act and deed of U.S. Bank National Association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal in the county and State aforesaid, the day and year first above written.



[Signature]
Notary Public
Printed Name

My term expires:

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Item Number: DISCUSSION ITEMS- II.-6.
Committee 8/7/2017
Meeting Date:



City of Roeland Park

Action Item Summary

Date:	8/4/2017
Submitted By:	Keith Moody
Committee/Department:	Admin.
Title:	Update on Tennis Court Replacement Project (est. time 5 min.)
Item Type:	Other

Recommendation:

Staff recommends moving forward with bidding out the tennis court replacement project prior to receiving final notice from USTA on grant award and final plan approval, but not awarding the contract until receiving USTA notification on these two components.

This will save us time, hopefully completing the construction before year end.

Details:

The attached plans are the second submittal we have made to USTA, the plans have been revised to address their comments. USTA indicates they will have final comments back by 8/20. And they have no issue with us putting the plans out for bid prior to their final comments. The project administrator does not expect significant changes and if we do have to make changes the engineer can issue an addendum to the plan holders. Having a firm bid prior to notice from USTA on the grant award would also help Council decide if they want to move forward with the project without the grant.

An alternate bid option will be solicited for a capping approach, where the base bid reflects full removal and replacement. The engineer does not recommend the capping approach even if it is less expensive based on the fact that the existing asphalt coring indicates a lack of granular subgrade for proper drainage and a significant variation in asphalt depth.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

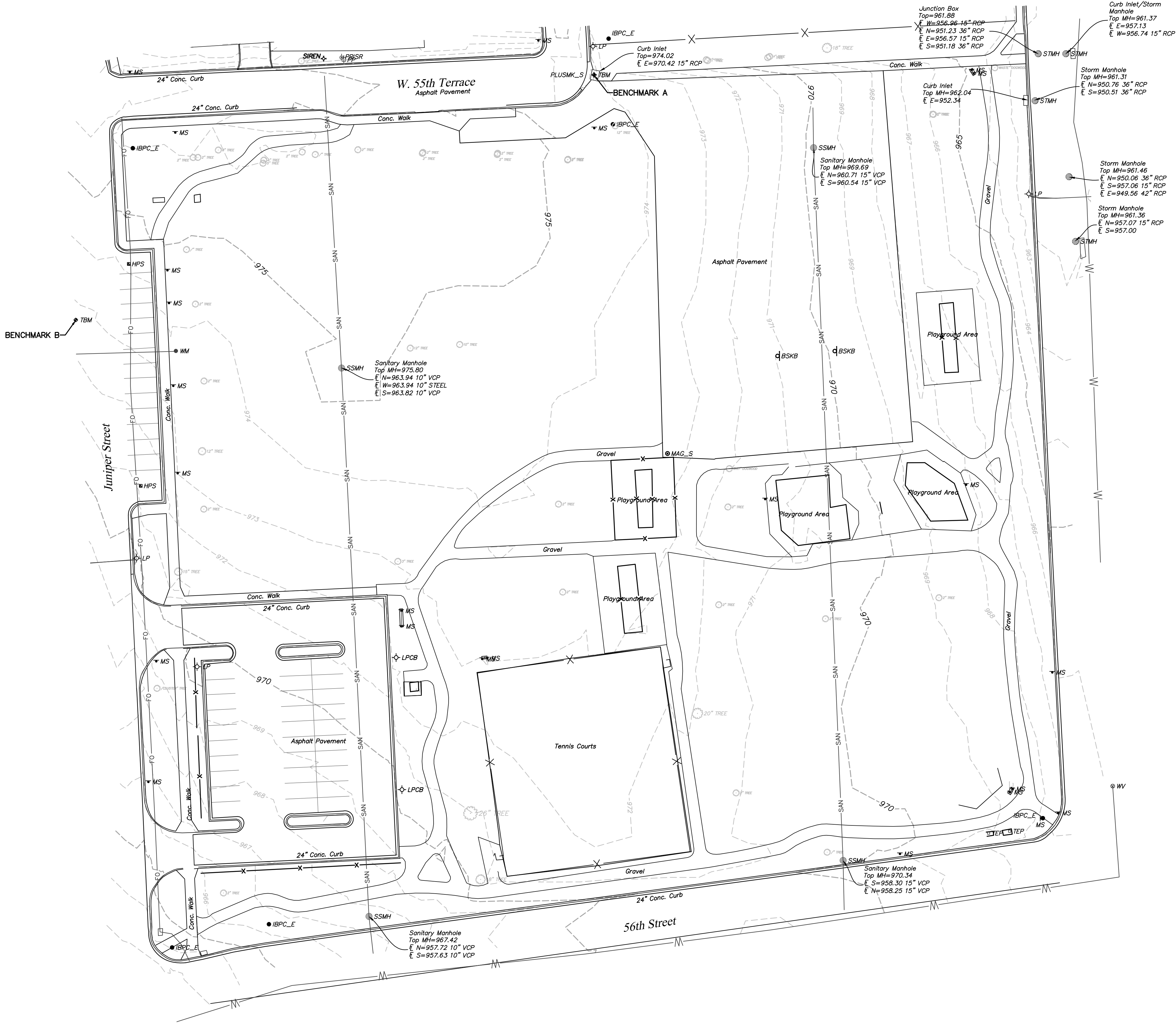
Additional Information

The Objective has a \$150,000 budget. \$20,000 was anticipated to come from USTA grants.

ATTACHMENTS:

Description	Type
📎 Tennis Court Replacement Project Plans	Cover Memo
📎 Tennis Court Replacement Project Specifications	Cover Memo

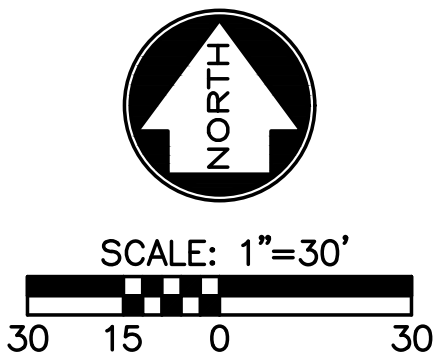
L:\130099-370\ CAD\CIVIL\130099-370-C-SURV.DWG
LAYOUT: SURVEY
XREF DWG1: NONE
XREF DWG2: NONE
XREF DWG3: NONE
XREF DWG4: NONE
DATE: 7/26/2017
BY: GERBER



- LEGEND**
- BASKB = BASKET BALL GOAL POST
 - SIREN = CIVIL SERVICE WARNING SIREN
 - IBPC_E = EXIST. IRON BAR WITH PLASTIC CAP
 - HPS = HANDICAP PARKING SIGN
 - LPCB = LIGHT POLE CONC. BASE
 - LP = LIGHT POLE
 - MS = METAL SIGN
 - PP = POWER POLE
 - PRSR = POWER RISER
 - SSMH = SANITARY SEWER MANHOLE
 - MAG_S = SET MAGNETIC NAIL & SHINER
 - PLUSMK_S = SET PLUS CUT
 - TEP = TELEPHONE PEDESTAL
 - TBM = TEMP BENCHMARK
 - 0" TREE = TREE
 - UMH = UNKNOWN MH
 - WM = WATER METER
 - WV = WATER VALVE

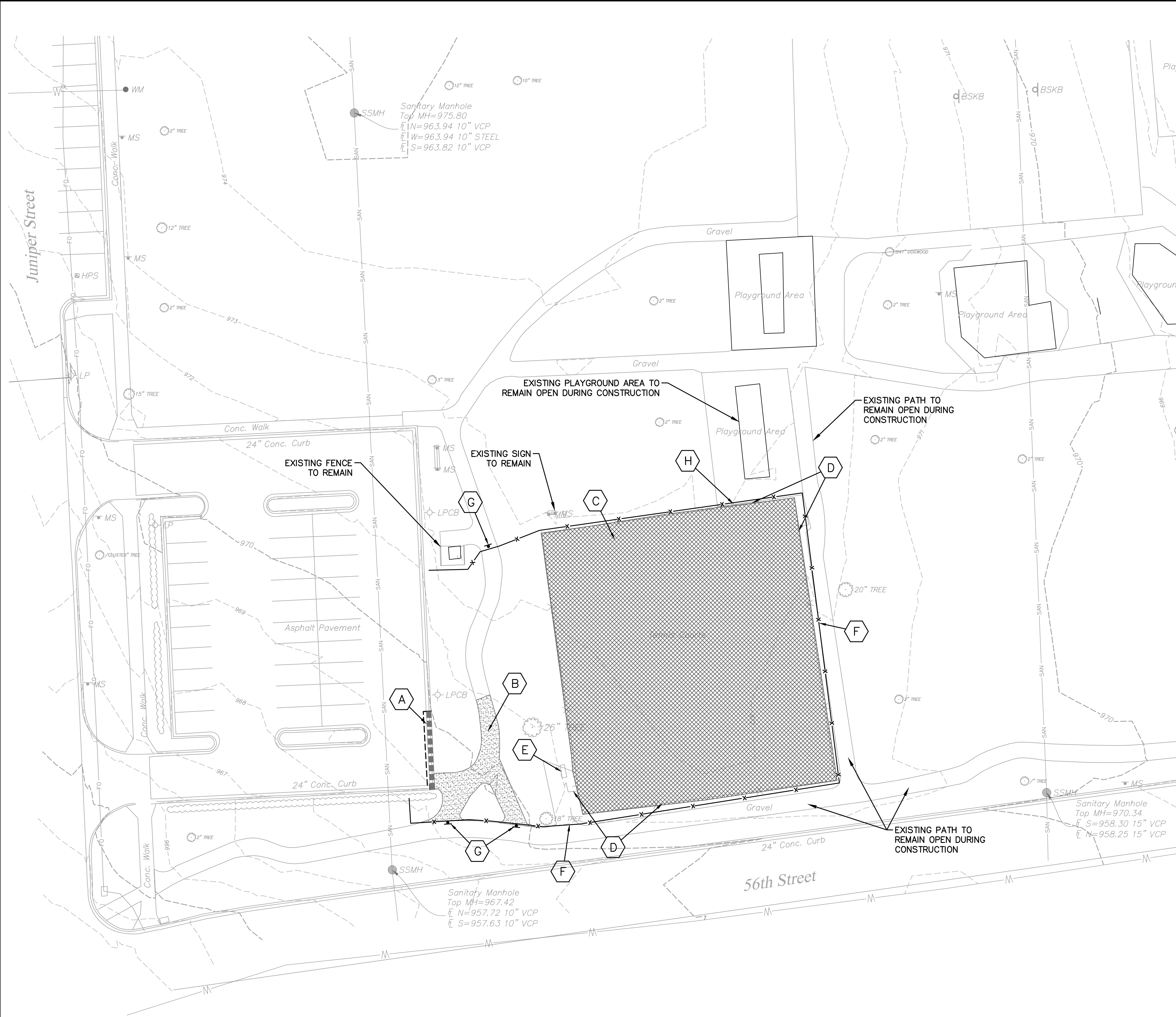
BENCHMARK A ELEV.: 973.77
"X" Cut in top center of curb inlet at East end of W. 55th Terrace

BENCHMARK B ELEV.: 972.69
Square cut in top of West curb of Juniper Street, due East of 5522 Juniper Street.



130099-370		SHEET NO.		C101	
R-PARK TENNIS COURTS		CITY OF ROELAND PARK, KANSAS		EXISTING SURVEY	
SHAFER, KLINE & WARREN		11250 Corporate Avenue Lenexa, KS 66219-1392 913.888.7800 FAX: 913.888.7968		SURVEYING ENGINEERING CONSTRUCTION	
Designed By: GMP		Drawn By: WTS		Checked By: MDK	
5		4		3	
1		2		3	
REV.		DATE		REVISIONS	
BY		DATE		BY	
APPD		DATE		BY	
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L:\130099-370\ CAD\CIVIL\130099-370-C-DEMO.DWG	DATE: 7/26/2017
LAYOUT: DEMO	BY: GERBER
XREF DWG1: NONE	XREF DWG2: NONE
XREF DWG3: NONE	XREF DWG4: NONE

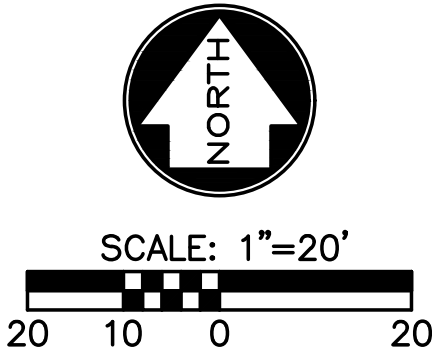


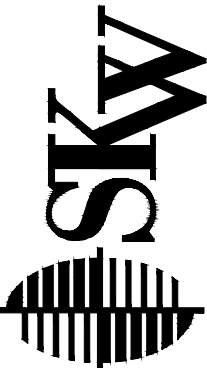
DEMOLITION GENERAL NOTES:

1. THE SCOPE OF DEMOLITION IS NOT LIMITED EXCLUSIVELY TO THE WORK INDICATED ON THE DEMOLITION PLAN. THE CONSTRUCTION DOCUMENTS ARE PROVIDED AS A GENERAL GUIDE FOR DEMOLITION. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ADDITIONAL WORK THAT MAY BE REQUIRED FOR PROPER INSTALLATION OF NEW WORK. SEE ALL CONSTRUCTION DOCUMENTS FOR ADDITIONAL INFORMATION AND REQUIREMENTS.
2. CONTRACTOR SHALL SUBMIT DEMOLITION REMOVAL PROCEDURES AND SCHEDULE TO THE OWNER PRIOR TO COMMENCING WORK.
3. THE EXISTING UTILITY INFORMATION DEPICTED ON THE SITE DEMOLITION PLAN IS BASED ON OFFICE RECORDS. THE CONTRACTOR IS RESPONSIBLE FOR CONFIRMING THE LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO DEMOLITION. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH THE UTILITY COMPANIES FOR SHUTOFF, DISCONNECTION, CAP, ETC.
4. THE CONTRACTOR SHALL VERIFY FIELD CONDITIONS PRIOR TO START OF DEMOLITION, AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES.
5. THE CONTRACTOR SHALL IMPLEMENT THE STORMWATER POLLUTION PREVENTION MEASURES NECESSARY PRIOR TO START OF WORK TO ENSURE SEDIMENT DOES NOT LEAVE THE SITE. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING AND IMPLEMENTING EROSION CONTROL MEASURES AS NECESSARY TO ENSURE SEDIMENT DOES NOT LEAVE THE SITE THROUGHOUT THE DURATION OF THE PROJECT.
6. CONFORM TO ALL BUILDING CODES AND EXECUTE WORK ONLY WHICH IS IN CONFORMANCE.
7. ALL DEMOLISHED MATERIALS BECOME THE PROPERTY OF THE CONTRACTOR UNLESS OTHERWISE DESIGNATED.
8. KEEP CLEAN ALL EXISTING SPACES AND PROPERTIES ADJACENT TO DEMOLITION/CONSTRUCTION AREAS. ALL TRASH, DEBRIS AND RUBBISH SHALL BE REMOVED FROM WORK AREAS.
9. THE CONTRACTOR SHALL SAW CUT (FULL DEPTH) ALONG EXISTING PAVEMENT AND OTHER ADJOINING SURFACE TO REMAIN.
10. CONTRACTOR SHALL PROVIDE PROTECTION TO ALL STREETS, FENCES, TREES, UTILITIES AND STRUCTURES THAT ARE TO REMAIN. REPAIR CONTRACTOR-CAUSED DAMAGE AT NO ADDITIONAL COST TO THE OWNER.
11. NO BURNING SHALL BE ALLOWED.
12. DURING DEMOLITION ALL PUBLIC STREETS SHALL REMAIN OPEN TO TRAFFIC. IT IS THE CONTRACTORS RESPONSIBILITY TO PROVIDE TRAFFIC CONTROL AS REQUIRED TO ENSURE THE STREETS REMAIN OPEN TO TRAFFIC.
13. THE CONTRACTOR SHALL CONTACT THE CITY TO ACQUIRE A PERMIT FOR WORK WITHIN THE RIGHT-OF-WAY.

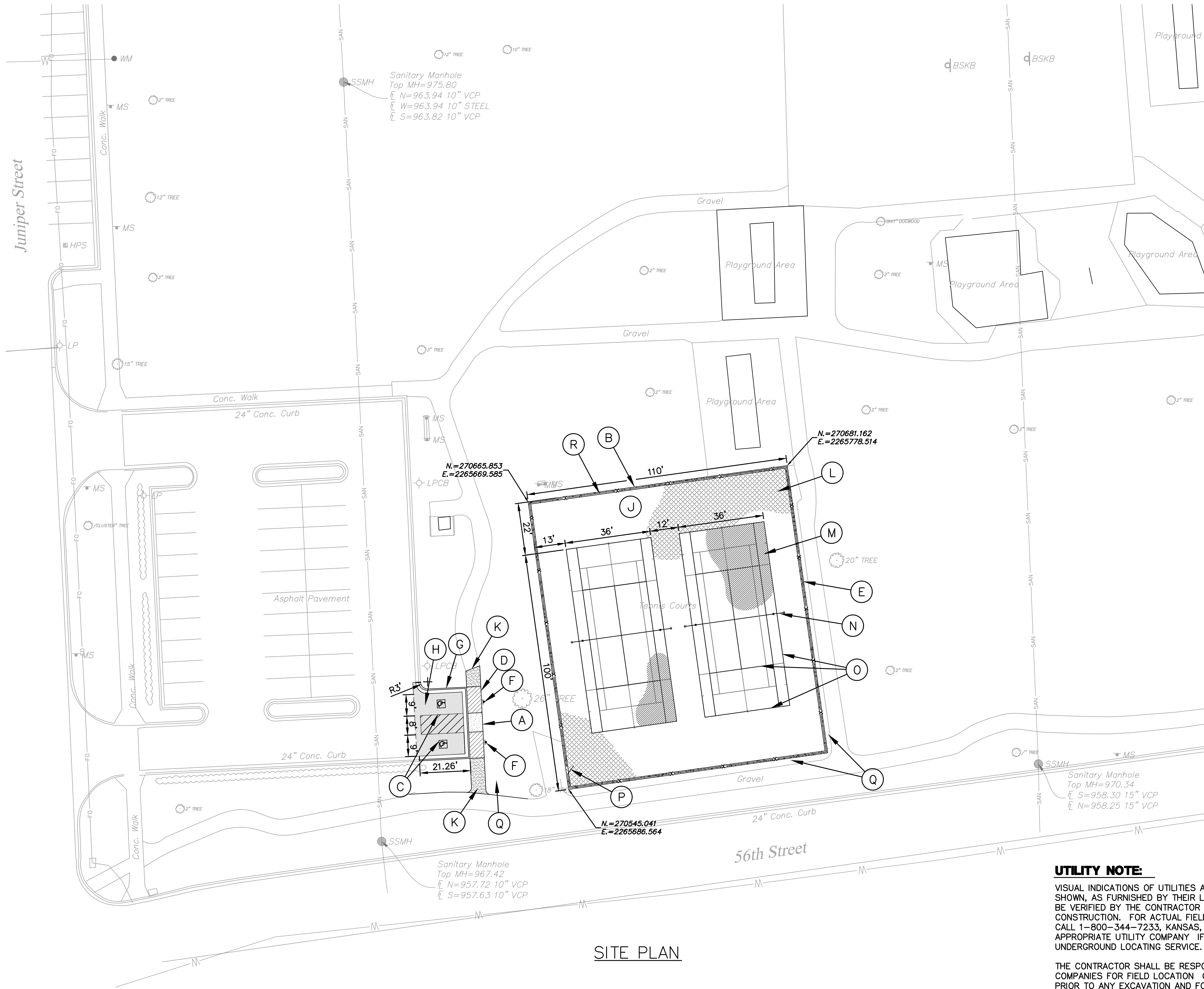
DEMOLITION NOTES:

- A REMOVE EXISTING CURB AND GUTTER. THE SAW CUT SHALL BE NEAT AND FULL DEPTH
- B REMOVE EXISTING AGGREGATE TRAIL. STOCKPILE MATERIAL ON SITE FOR REUSE
- C REMOVE EXISTING ASPHALT TENNIS COURTS (IF MILL & OVERLAY BID ALTERNATE #1 IS CHOSEN TO REMAIN IN PLACE)
- D REMOVE EXISTING CHAINLINK FENCING
- E CONTRACTOR TO REMOVE BENCH SEAT AND STORE ONSITE. CONTRACTOR TO PROTECT FROM DAMAGE DURING ALL PHASES OF CONSTRUCTION. IF DAMAGED CONTRACTOR SHALL REPLACE BENCH SEAT WITH THE SAME MODEL OR BETTER AT THERE OWN EXPENSE. PRIOR TO CONSTRUCTION BEING DONE THE CONTRACTOR TO REINSTALL BENCH SEAT IN A LOCATION TO BE DETERMINED BY THE CITY.
- F CONTRACTOR TO INSTALL ORANGE BARRICADE FENCE WITH METAL POST AND MAINTAIN IT DURING ALL PHASES OF CONSTRUCTION.
- G DIRECTION INDICATOR BARRICADE WITH R9-9 SIGN MOUNTED TO THE BARRICADE
- H PLAYGROUND AREA WOOD EDGING POSTS MAY NEED TO BE REMOVED AND REINSTALLED AFTER THE CONCRETE BARRIER ON TENNIS COURTS IS INSTALLED. IF WOOD EDGING ARE REMOVED CONTRACTOR TO TAKE ALL NECESSARY PRECAUTIONS TO KEEP MULCH FROM BEING WASHED AWAY DURING RAIN EVENTS.



R-PARK TENNIS COURTS CITY OF ROELAND PARK, KANSAS				SHAFER, KLINE & WARREN 11250 Corporate Avenue Lenexa, KS 66219-1392 913.888.7800 FAX: 913.888.7868 SURVEYING ENGINEERING CONSTRUCTION				Designed By: <u>GMP</u>		5				
								Drawn By: <u>WTS</u>		4				
								Checked By: <u>MDK</u>		3				
								Issue Date: <u>07/26/17</u>		2				
										1				
				REV.	DATE	REVISIONS		BY	APPROD	COPYRIGHT © - 2017-SHAFER, KLINE & WARREN INC.				

LAYOUT: SITE	L:\130099-370\CAD\CIVIL\130099-370-C-SITE.DWG
XREF DWG1: NONE	BY: GERBER
XREF DWG2: NONE	DATE: 7/26/2017
XREF DWG3: NONE	



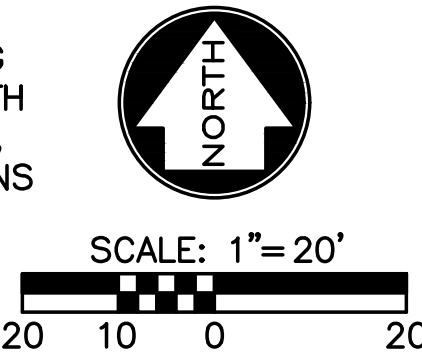
SITE PLAN

- SITE LAYOUT NOTES:**
- (A) CONSTRUCT 6' WIDE CONC. SIDEWALK
 - (B) INSTALL BLACK VINYL FENCING. SEE DETAIL SHEET C501
 - (C) INSTALL ACCESSIBLE PAVEMENT MARKINGS
 - (D) INSTALL ACCESSIBLE CURB RAMP
 - (E) INSTALL CONCRETE CURB AROUND TENNIS COURTS. SEE DETAIL SHEET C501
 - (F) INSTALL VAN ACCESSIBLE SIGN. SEE DETAIL SHEET C501
 - (G) INSTALL CONCRETE CURB AND GUTTER. SEE DETAIL SHEET C501
 - (H) INSTALL FULL DEPTH ASPHALT PAVEMENT. SEE DETAIL SHEET C501
 - (J) INSTALL ASPHALT TENNIS COURT FULL DEPTH PAVEMENT. BID ALTERNATE 1: MILL & OVERLAY OPTION (SEE DETAIL SHEET C501)
 - (K) INSTALL AGGREGATE TRAIL TO MATCH EXISTING (REUSE EXISTING MATERIALS FROM DEMO PORTIONS)
 - (L) FLEXI-PAVE, COLOR: LIGHT GREEN
 - (M) FLEXI-PAVE, COLOR: VELOCITY BLUE
 - (N) COURT NET (2) SEE DETAIL SHEET C501
 - (O) FLEXI-PAVE LINE PAINT, COLOR: WHITE. SEE COURT DIMS ON DETAIL SHEET C501
 - (P) ACCESS GATE LOCATION SEE DETAIL SHEET C501
 - (Q) RESEED ALL DISTURBED SITE AREAS W/ 90% FESCUE/10% BLUEGRASS BLEND
 - (R) 8'X16' BAKKO SLIMLINE FLAT SERIES BACKBOARD SYSTEM. INSTALLED PER MANUFACTURER'S RECOMMENDATION & CENTERED ON COURT.

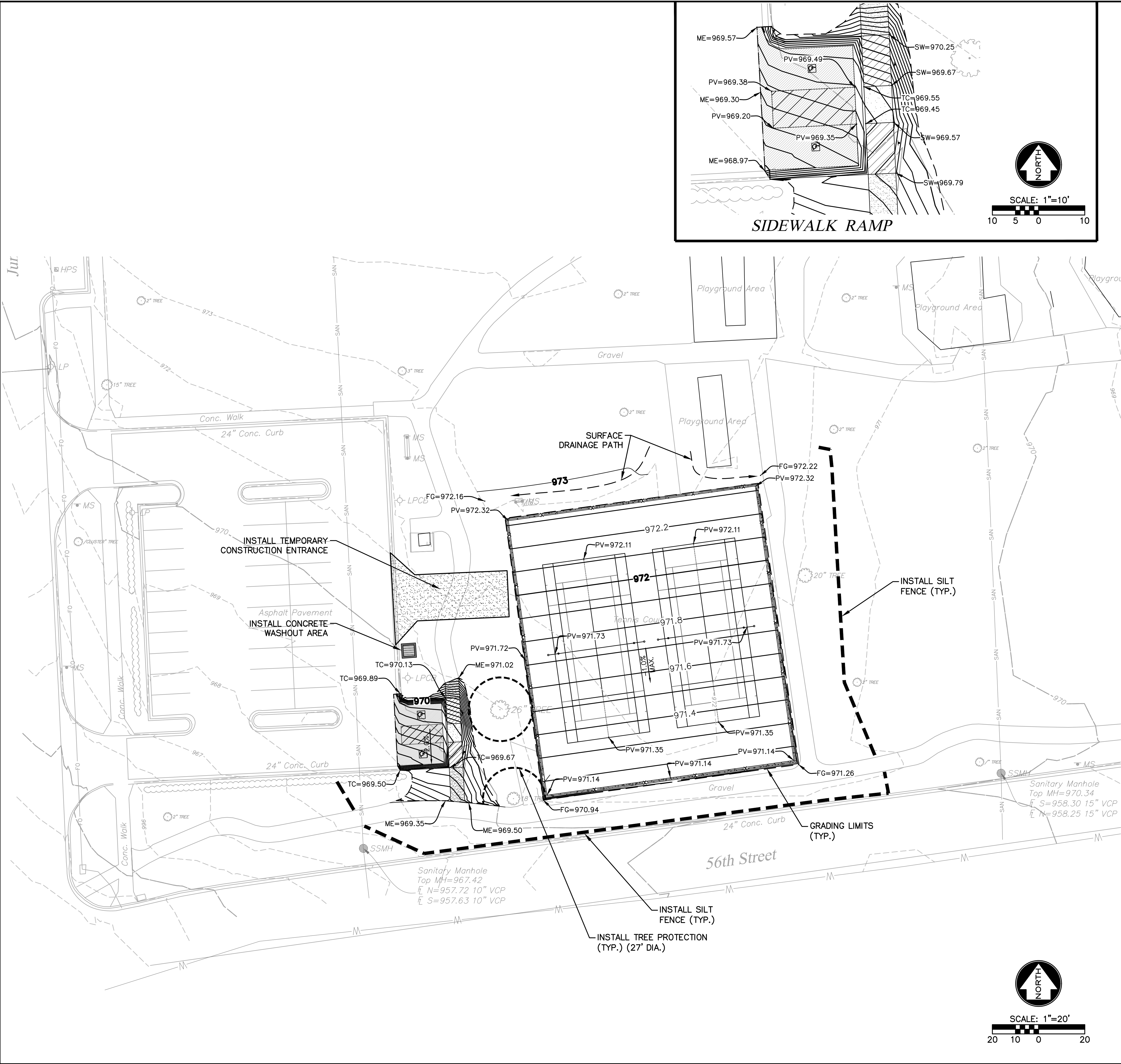
UTILITY NOTE:

VISUAL INDICATIONS OF UTILITIES ARE AS SHOWN. UNDERGROUND LOCATIONS SHOWN, AS FURNISHED BY THEIR LESSORS, ARE APPROXIMATE AND SHALL BE VERIFIED BY THE CONTRACTOR IN THE FIELD AT THE TIME OF CONSTRUCTION. FOR ACTUAL FIELD LOCATIONS OF UNDERGROUND UTILITIES, CALL 1-800-344-7233, KANSAS, 1-800-344-7483, MISSOURI OR THE APPROPRIATE UTILITY COMPANY IF THEY ARE NOT A MEMBER OF THE UNDERGROUND LOCATING SERVICE.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES FOR FIELD LOCATION OF ALL UNDERGROUND UTILITY LINES PRIOR TO ANY EXCAVATION AND FOR THE COORDINATION AND SCHEDULING WITH UTILITY OWNERS OF ALL WORK REQUIRED TO RESOLVE CONFLICTS WITH INSTALLATIONS, CONSTRUCTIONS, EXCAVATIONS, REMOVALS, PLACEMENTS, RELOCATION AND OTHER MISCELLANEOUS WORK SHOWN UPON THESE PLANS OR REQUIRED WITHIN CONTRACT DOCUMENTS



R-PARK TENNIS COURTS CITY OF ROELAND PARK, KANSAS	SITE LAYOUT			
	SHAFER, KLINE & WARREN 11250 Corporate Avenue Lenexa, KS 66219-1392 913.888.7800 FAX: 913.888.7868 SURVEYING ENGINEERING CONSTRUCTION			
	Designed By: GMP Drawn By: WTS Checked By: MDK Issue Date: 07/26/17			
	REV. DATE REVISIONS BY APPD			
130099-370 SHEET NO.		COPYRIGHT © - 2017-SHAFER, KLINE & WARREN INC.		
C301				



EROSION CONTROL NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPLEMENTING THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP). A COPY OF THE SWPPP SHALL BE AVAILABLE ON SITE AT ALL TIMES.

2. THE EROSION CONTROL FEATURES, NOTES AND SPECIFICATIONS IN THE SWPPP REPRESENT THE MINIMUM REQUIREMENTS ACCEPTABLE. LOCATIONS ARE TYPICAL AND MAY VARY ACCORDING TO CONTRACTORS STAGING AND LIMITS OF CONSTRUCTION. THE CONTRACTOR SHALL ADJUST, MODIFY AND ADD TO THIS PLAN AS NECESSARY TO CONTROL EROSION, SILTATION AND POLLUTION.

3. IT SHALL BE EACH CONTRACTOR'S RESPONSIBILITY TO CONTROL EROSION AND PREVENT POLLUTION FOR ALL WORK WHICH THEY ARE DIRECTLY INVOLVED.

4. EROSION CONTROL DEVICES SHOWN ON THIS PLAN SHALL BE IN PLACE PRIOR TO THE COMMENCEMENT OF ANY DEMOLITION OR GRADING WORK.

5. WHEN POSSIBLE, WITHOUT ADVERSELY AFFECTING CONSTRUCTION OPERATIONS, THE CONTRACTOR SHALL: MINIMIZE THE AMOUNT OF SURFACE AREA WHICH IS EXPOSED AT ONE TIME, LEAVE GRADED AREAS WITH A ROUGH TEXTURE, CONSTRUCT TEMPORARY TERRACES DURING GRADING OPERATIONS, AND LIMIT UNNECESSARY VEHICLE TRAFFIC IN GRADED AREAS.

6. THE SPILLAGE OF DEBRIS, INCLUDING THE TRACKING OF SOIL, OUTSIDE OF THE CONSTRUCTION LIMITS SHALL BE AVOIDED. THEREFORE THE CONTRACTOR SHALL PROVIDE STABILIZED DRIVES AT ALL ACCESS LOCATIONS AS NECESSARY AND SHALL REMOVE PROMPTLY ANY MATERIAL WHICH FINDS ITS WAY INTO THE PUBLIC RIGHT-OF WAY.

7. SILT FENCES SHALL BE PLACED ON A CONTOUR ELEVATION ALONG THE DOWNHILL SIDE AND FOR THE FULL EXTENT OF THE DISTURBED AREAS WITHIN THE CONSTRUCTION LIMITS. THE LAST FIVE FEET ON EACH END OF RUN OF SILT FENCE/STRAW BALE DIKE SHALL BE PLACED FACING UPHILL AT 90 DEGREES TO THE CONTOUR LINE.

8. THE CONTRACTOR SHALL INSPECT THEIR EROSION CONTROL DEVICES EVERY 7 DAYS AND WITHIN 24 HOURS OF A STORM OF 0.5 INCHES OR MORE IN DEPTH. THE CONTRACTOR SHALL REPAIR DAMAGE, CLEAN OUT SEDIMENT AND ADD ADDITIONAL CONTROL DEVICES AS NEEDED AS SOON AS PRACTICABLE AFTER INSPECTION. DEFICIENCIES MUST BE CORRECTED WITHIN 7 DAYS OF INSPECTION.

9. ALL AREAS UPON REACHING FINAL GRADE SHALL BE BROUGHT TO FINAL TREATMENT, AS SOON AS POSSIBLE. EROSION CONTROL DEVICES SHALL REMAIN IN PLACE UNTIL ALL SOIL DISTURBING ACTIVITIES ARE COMPLETE AND A UNIFORM PERENNIAL COVER WITH A DENSITY OF 70 % (MINIMUM) IS ESTABLISHED.

10. WHERE GRADED AREAS DRAIN ONTO PAVED AREAS, SILT FENCE SHALL BE PLACED AT THE BACK OF CURB TO PREVENT SILT FROM ENTERING THE PAVED AREAS. WHEN THESE EROSION CONTROL DEVICES ARE NOT PLACED ON THE CONTOUR, THEN THEY SHALL HAVE INSTALLED AT 50' INTERVALS A 5' LENGTH PLACED AT 90 DEGREES TO THE MAIN LENGTH.

11. REMOVE CONCRETE WASH OUT AREA AFTER ALL CONCRETE WORK IS COMPLETE. AFTER REMOVAL OF THE CONCRETE WASHOUT AREA THE CONTRACTOR SHALL ESTABLISH PERMANENT GROUND COVER (SEED) IN THE AREA WHERE THE WASH OUT WAS LOCATED.

12. ALL TREES LOCATED INSIDE THE GRADING LIMITS SHALL BE REMOVED.

SITE GRADING GENERAL NOTES

1. PROPOSED CONTOURS ARE 0.1' INCREMENTS.

2. ALL ELEVATIONS SHOWN ARE TO FINISHED GRADE.

3. ALL GRADING OPERATIONS, EXCAVATION, FILL, COMPACTION TESTING, AND BACKFILL SHALL BE OBSERVED AND TESTED BY A QUALIFIED GEOTECHNICAL ENGINEER. GEOTECHNICAL ENGINEER WILL BE DESIGNATED BY AND PAID FOR BY THE OWNER.

4. NO PAVEMENTS SHALL BE PLACED PRIOR TO APPROVAL OF THE SUBGRADE BY THE GEOTECHNICAL ENGINEER.

5. ALL FILL MATERIAL SHALL BE IN COMPLIANCE WITH THE PROJECT SPECIFICATIONS.

6. THE CONTRACTOR SHALL LEAVE ALL AREAS NOT TO RECEIVE PAVEMENT 6 INCHES BELOW THE FINISHED GRADE, TO ALLOW FOR TOPSOIL. SEE LANDSCAPE FOR ADDITIONAL REQUIREMENTS.

7. ALL GRADING OPERATIONS SHALL BE STAKED BY A REGISTERED CIVIL ENGINEER OR A LICENSED LAND SURVEYOR.

8. ALL ADA PARKING STALLS AND ACCESS AISLES, SHALL HAVE LESS THEN 2% IN ANY DIRECTION

9. ALL SIDEWALKS SHALL HAVE A CROSS SLOPE OF 1.5%. (2.0% MAX)

EROSION CONTROL LEGEND

TREE PROTECTION

SILT FENCE

CONSTRUCTION ENTRANCE

EXISTING 1' CONTOUR

EXISTING 5' CONTOUR

PROPOSED 1' CONTOUR

PROPOSED 5' CONTOUR

DENOTES PROPOSED CONCRETE WASHOUT AREA

TC=

TOP OF CURB ELEVATION

SW=

SIDEWALK ELEVATION

PV=

PAVEMENT ELEVATION

ME=

MATCH EXISTING ELEVATION

FG=

FINISH GRADE ELEVATION

130099-370
SHEET NO.
C401

R-PARK TENNIS COURTS
CITY OF ROELAND PARK, KANSAS

SHAFER, KLINE & WARREN
11250 Corporate Avenue
Lenexa, KS 66219-1392
913.888.7800 FAX: 913.888.7868
SURVEYING | ENGINEERING | CONSTRUCTION



EROSION CONTROL NOTES:

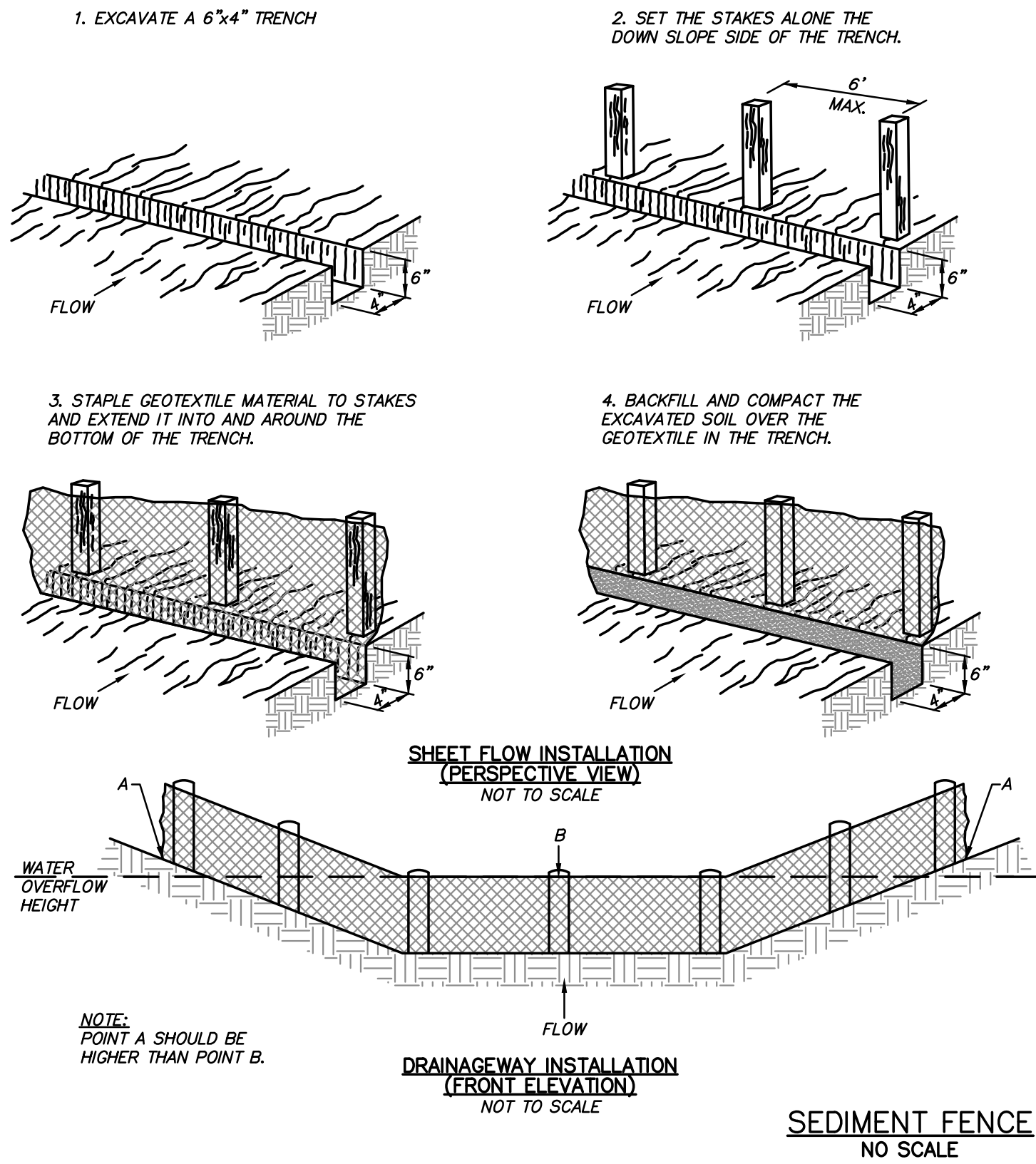
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPLEMENTING THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP). A COPY OF THE SWPPP SHALL BE AVAILABLE ON SITE AT ALL TIMES.
2. THE EROSION CONTROL FEATURES, NOTES AND SPECIFICATIONS IN THE SWPPP REPRESENT THE MINIMUM REQUIREMENTS ACCEPTABLE. LOCATIONS ARE TYPICAL AND MAY VARY ACCORDING TO CONTRACTORS STAGING AND LIMITS OF CONSTRUCTION. THE CONTRACTOR SHALL ADJUST, MODIFY AND ADD TO THIS PLAN AS NECESSARY TO CONTROL EROSION, SILTATION AND POLLUTION.
3. IT SHALL BE EACH CONTRACTOR'S RESPONSIBILITY TO CONTROL EROSION AND PREVENT POLLUTION FOR ALL WORK WHICH THEY ARE DIRECTLY INVOLVED.
4. EROSION CONTROL DEVICES SHOWN ON THIS PLAN SHALL BE IN PLACE PRIOR TO THE COMMENCEMENT OF ANY DEMOLITION OR GRADING WORK.
5. WHEN POSSIBLE, WITHOUT ADVERSELY AFFECTING CONSTRUCTION OPERATIONS, THE CONTRACTOR SHALL: MINIMIZE THE AMOUNT OF SURFACE AREA WHICH IS EXPOSED AT ONE TIME, LEAVE GRADED AREAS WITH A ROUGH TEXTURE, CONSTRUCT TEMPORARY TERRACES DURING GRADING OPERATIONS, AND LIMIT UNNECESSARY VEHICLE TRAFFIC IN GRADED AREAS.
6. THE SPILLAGE OF DEBRIS, INCLUDING THE TRACKING OF SOIL, OUTSIDE OF THE CONSTRUCTION LIMITS SHALL BE AVOIDED. THEREFORE THE CONTRACTOR SHALL PROVIDE STABILIZED DRIVES AT ALL ACCESS LOCATIONS AS NECESSARY AND SHALL REMOVE PROMPTLY ANY MATERIAL WHICH FINDS ITS WAY INTO THE PUBLIC RIGHT-OF WAY.
7. SILT FENCES SHALL BE PLACED ON A CONTOUR ELEVATION ALONG THE DOWNHILL SIDE AND FOR THE FULL EXTENT OF THE DISTURBED AREAS WITHIN THE CONSTRUCTION LIMITS. THE LAST FIVE FEET ON EACH END OF RUN OF SILT FENCE/STRAW BALE DIKE SHALL BE PLACED FACING UPHILL AT 90 DEGREES TO THE CONTOUR LINE.
8. THE CONTRACTOR SHALL INSPECT THEIR EROSION CONTROL DEVICES EVERY 7 DAYS AND WITHIN 24 HOURS OF A STORM OF 0.5 INCHES OR MORE IN DEPTH. THE CONTRACTOR SHALL REPAIR DAMAGE, CLEAN OUT SEDIMENT AND ADD ADDITIONAL CONTROL DEVICES AS NEEDED AS SOON AS PRACTICABLE AFTER INSPECTION. DEFICIENCIES MUST BE CORRECTED WITHIN 7 DAYS OF INSPECTION.
9. ALL AREAS UPON REACHING FINAL GRADE SHALL BE BROUGHT TO FINAL TREATMENT, AS SOON AS POSSIBLE. EROSION CONTROL DEVICES SHALL REMAIN IN PLACE UNTIL ALL SOIL DISTURBING ACTIVITIES ARE COMPLETE AND A UNIFORM PERENNIAL COVER WITH A DENSITY OF 70 % (MINIMUM) IS ESTABLISHED.
10. WHERE GRADED AREAS DRAIN ONTO PAVED AREAS, SILT FENCE SHALL BE PLACED AT THE BACK OF CURB TO PREVENT SILT FROM ENTERING THE PAVED AREAS. WHEN THESE EROSION CONTROL DEVICES ARE NOT PLACED ON THE CONTOUR, THEN THEY SHALL HAVE INSTALLED AT 50' INTERVALS A 5' LENGTH PLACED AT 90 DEGREES TO THE MAIN LENGTH.
11. REMOVE CONCRETE WASH OUT AREA AFTER ALL CONCRETE WORK IS COMPLETE. AFTER REMOVAL OF THE CONCRETE WASHOUT AREA THE CONTRACTOR SHALL ESTABLISH PERMANENT GROUND COVER (SEED) IN THE AREA WHERE THE WASH OUT WAS LOCATED.
12. ALL TREES LOCATED INSIDE THE GRADING LIMITS SHALL BE REMOVED.

SITE GRADING GENERAL NOTES

1. PROPOSED CONTOURS ARE 0.1' INCREMENTS.
2. ALL ELEVATIONS SHOWN ARE TO FINISHED GRADE.
3. ALL GRADING OPERATIONS, EXCAVATION, FILL, COMPACTION TESTING, AND BACKFILL SHALL BE OBSERVED AND TESTED BY A QUALIFIED GEOTECHNICAL ENGINEER. GEOTECHNICAL ENGINEER WILL BE DESIGNATED BY AND PAID FOR BY THE OWNER.
4. NO PAVEMENTS SHALL BE PLACED PRIOR TO APPROVAL OF THE SUBGRADE BY THE GEOTECHNICAL ENGINEER.
5. ALL FILL MATERIAL SHALL BE IN COMPLIANCE WITH THE PROJECT SPECIFICATIONS.
6. THE CONTRACTOR SHALL LEAVE ALL AREAS NOT TO RECEIVE PAVEMENT 6 INCHES BELOW THE FINISHED GRADE, TO ALLOW FOR TOPSOIL. SEE LANDSCAPE FOR ADDITIONAL REQUIREMENTS.
7. ALL GRADING OPERATIONS SHALL BE STAKED BY A REGISTERED CIVIL ENGINEER OR A LICENSED LAND SURVEYOR.
8. ALL ADA PARKING STALLS AND ACCESS AISLES, SHALL HAVE LESS THEN 2% IN ANY DIRECTION
9. ALL SIDEWALKS SHALL HAVE A CROSS SLOPE OF 1.5%. (2.0% MAX)

EROSION CONTROL LEGEND

	TREE PROTECTION
	SILT FENCE
	CONSTRUCTION ENTRANCE
	EXISTING 1' CONTOUR
	EXISTING 5' CONTOUR
	PROPOSED 1' CONTOUR
	PROPOSED 5' CONTOUR
	DENOTES PROPOSED CONCRETE WASHOUT AREA
TC=	TOP OF CURB ELEVATION
SW=	SIDEWALK ELEVATION
PV=	PAVEMENT ELEVATION
ME=	MATCH EXISTING ELEVATION
FG=	FINISH GRADE ELEVATION



SEDIMENT FENCE NOTES:

A) INSTALLATION:

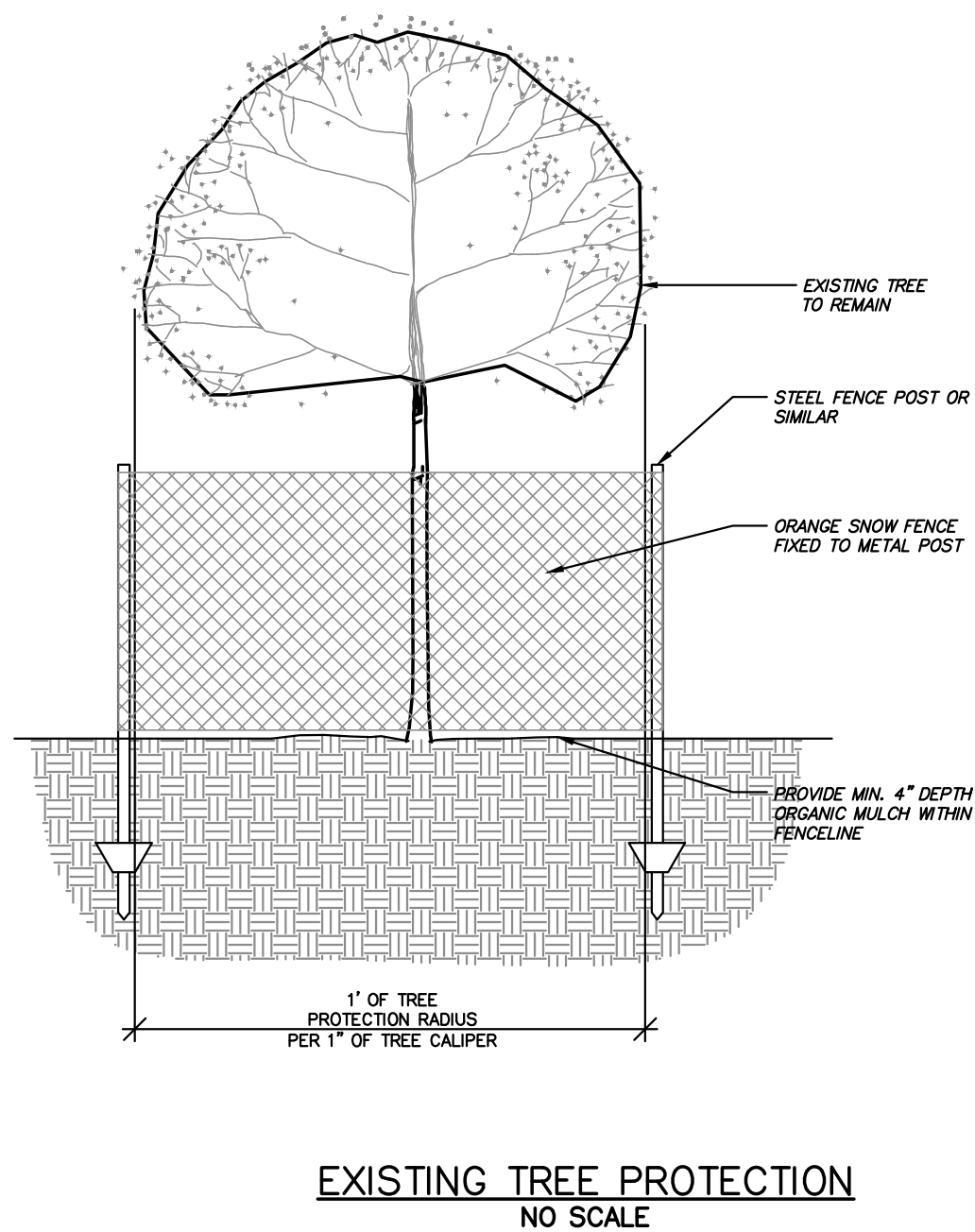
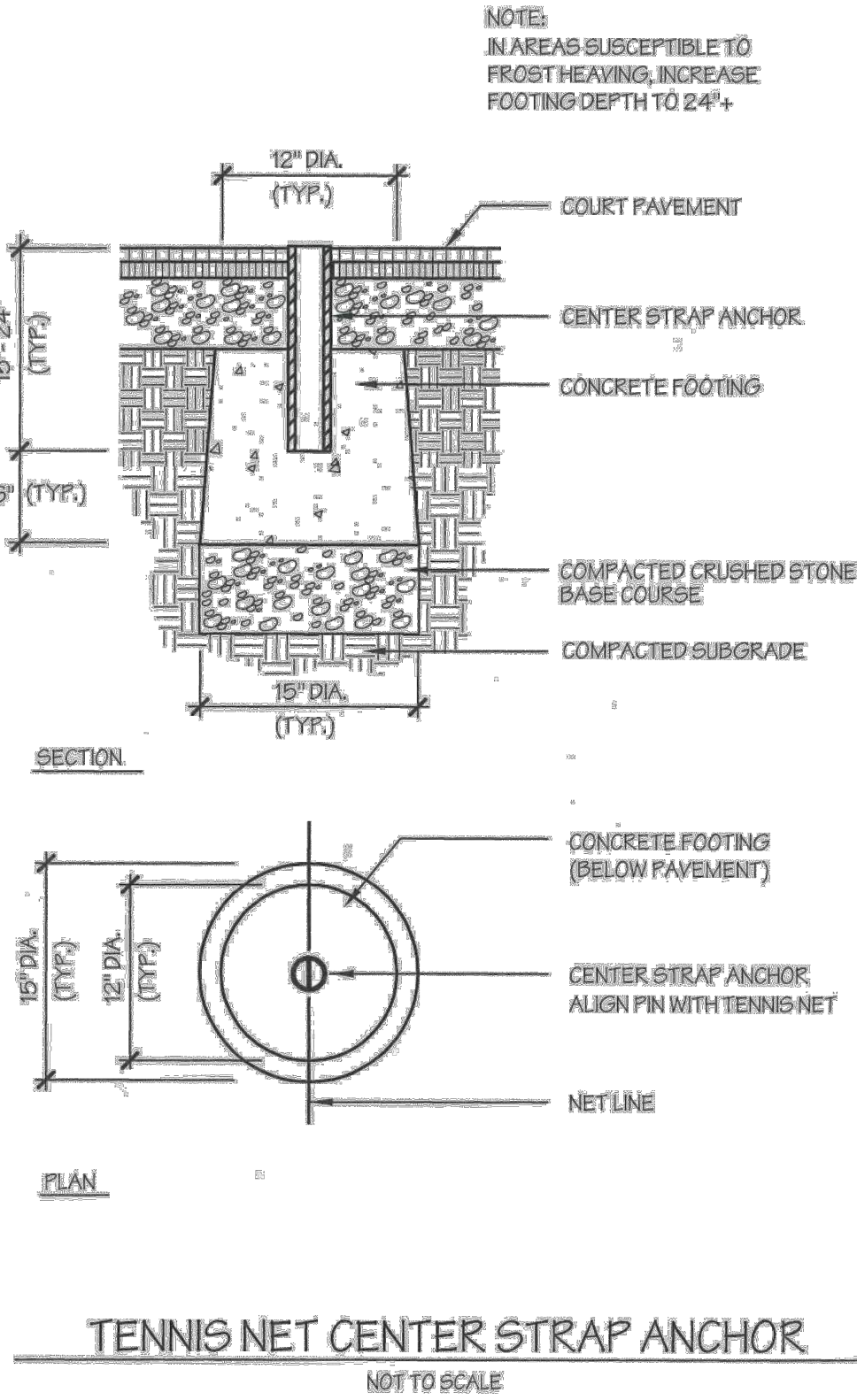
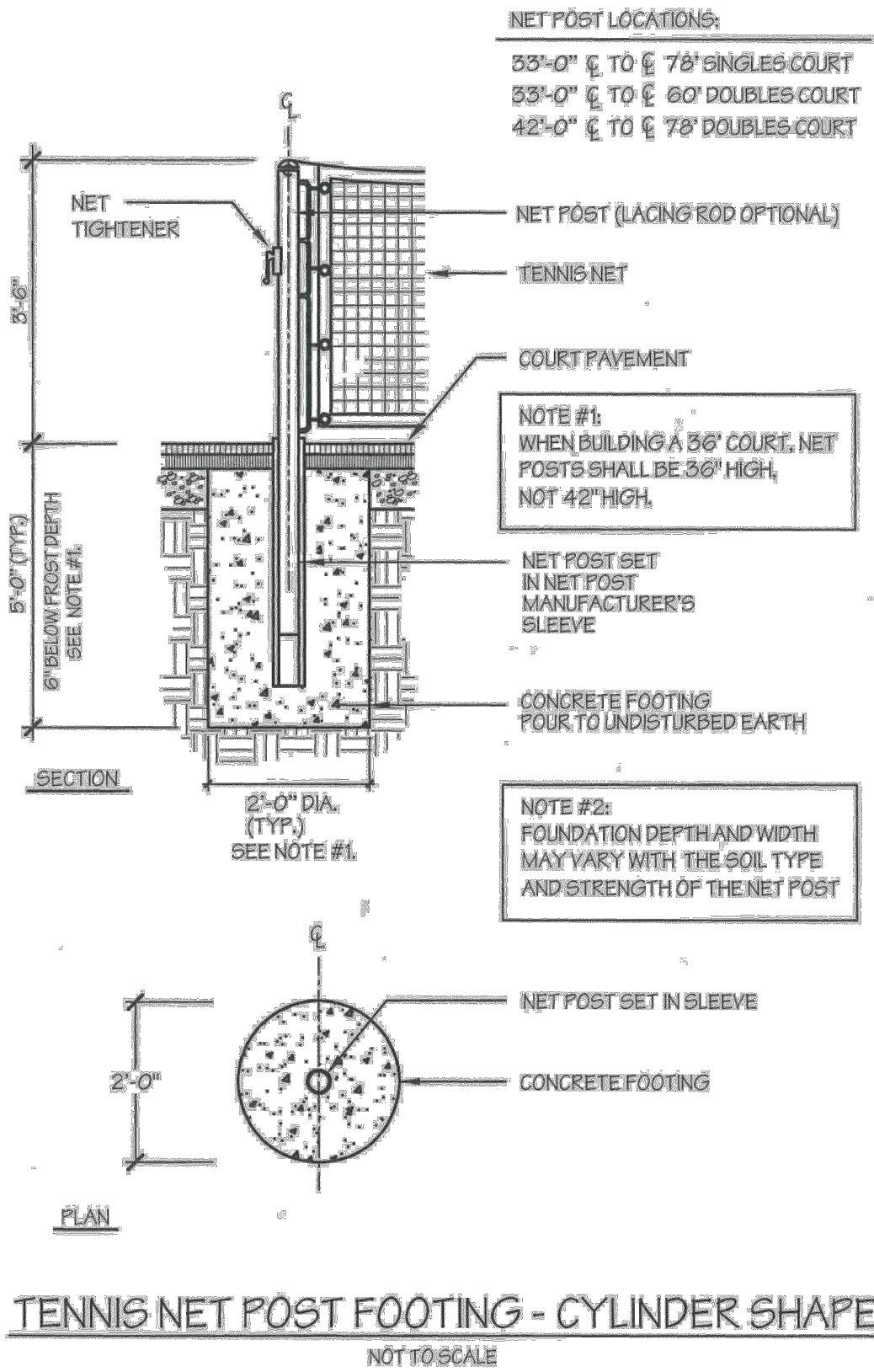
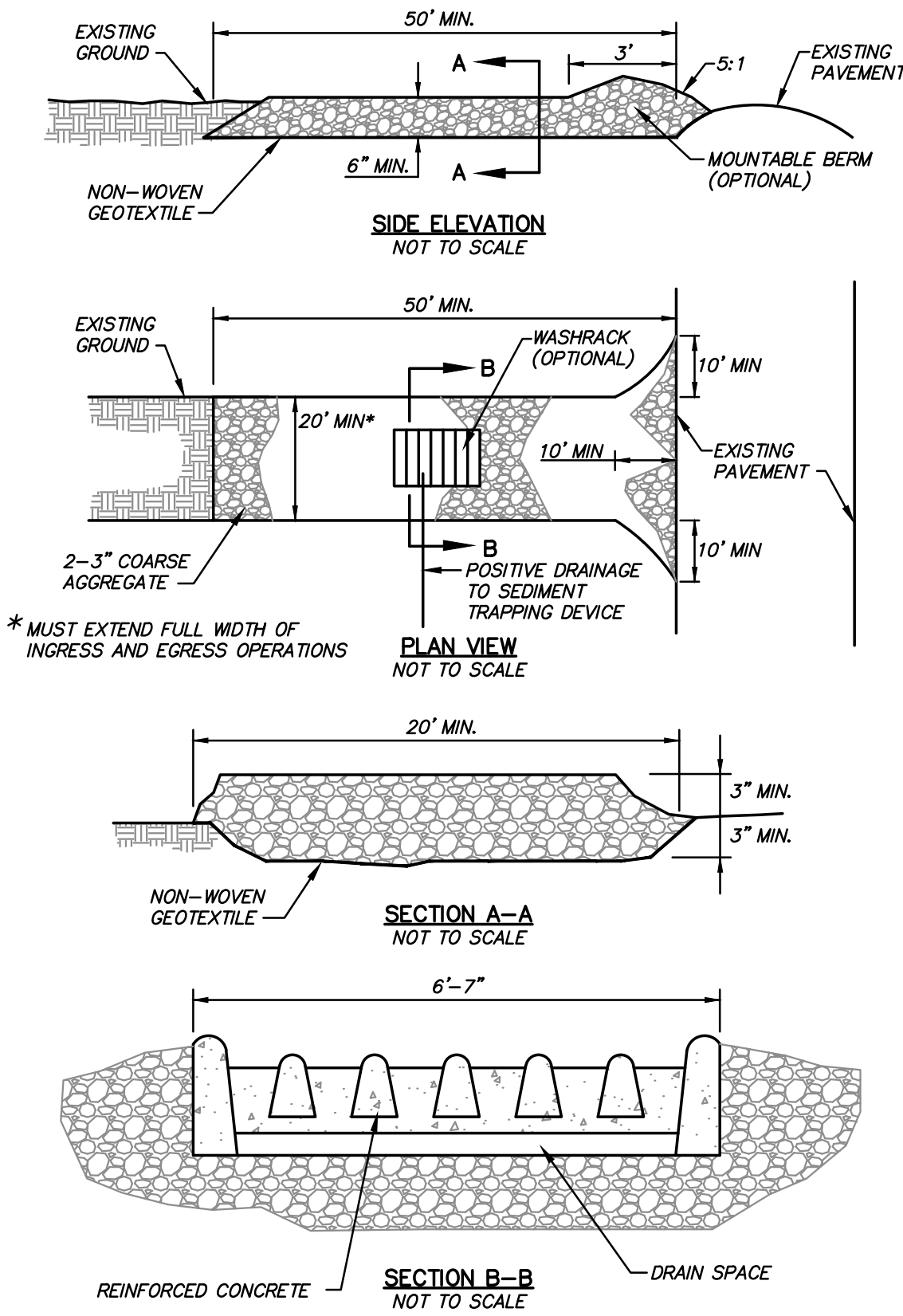
1. THE HEIGHT OF SEDIMENT FENCE SHALL BE A MINIMUM OF 16 INCHES ABOVE THE ORIGINAL GROUND SURFACE AND SHALL NOT EXCEED 34 INCHES ABOVE THE GROUND SURFACE.
2. THE FABRIC SHALL BE PURCHASED IN A CONTINUOUS ROLL CUT TO LENGTH OF THE BARRIER TO AVOID THE USE OF JOINTS. WHEN JOINTS ARE UNAVOIDABLE, FILTER CLOTH SHALL BE SECURELY SPLICED TOGETHER ONLY AT SUPPORT POSTS, WITH A MAX 6 INCH OVERLAP.
3. DIG A TRENCH AT LEAST 6 INCHES DEEP AND 4 INCHES WIDE ALONG THE TRENCH ALIGNMENT.
4. DRIVE POSTS AT LEAST 24 INCHES INTO THE GROUND ON THE DOWNSLOPE SIDE OF THE TRENCH. SPACE POSTS A MAXIMUM OF 6 FEET APART.
5. EXTRA-STRENGTH SEDIMENT FENCE FABRIC SHALL BE USED. POST FOR THIS TYPE OF FABRIC SHALL BE PLACED A MAXIMUM OF 6 FEET APART. THE SEDIMENT FABRIC SHALL BE FASTENED SECURELY TO THE UPSLOPE SIDE OF THE POSTS USING A MINIMUM OF ONE INCH LONG, HEAVY-DUTY WIRE STAPLES OR TIE-WIRES, AND EIGHT INCHES OF THE FABRIC SHALL BE EXTENDED INTO THE TRENCH. THE FABRIC SHALL NOT BE STAPLED TO EXISTING TREES.
6. PLACE THE BOTTOM 1 FOOT OF FABRIC IN THE MINIMUM-OF-6-INCH DEEP TRENCH, LAPPING TOWARD THE UPSLOPE SIDE. BACKFILL WITH COMPACTED EARTH OR GRAVEL.
7. IF A SEDIMENT FENCE IS TO BE CONSTRUCTED ACROSS A DITCH LINE OR SWALE, IT MUST BE OF SUFFICIENT LENGTH TO ELIMINATE ENDFLOW, AND THE PLAN CONFIGURATION SHALL RESEMBLE AN ARC OR HORSESHOE, PLACED ON A CONTOUR, WITH THE ENDS ORIENTED UPSLOPE. EXTRA-STRENGTH SEDIMENT FABRIC SHALL BE USED WITH A MAXIMUM 3-FOOT SPACING OF POSTS.
8. TO REDUCE MAINTENANCE, EXCAVATE A SHALL SEDIMENT STORAGE AREA IN THE UPSLOPE SIDE OF THE FENCE. PROVIDE GOOD ACCESS IN AREA OF HEAVY SEDIMENTATION FOR CLEAN OUT AND MAINTENANCE.
9. SEDIMENT FENCES SHALL BE REMOVED WHEN THEY HAVE SERVED THERE USEFUL PURPOSE, BUT NOT BEFORE THE UPSLOPE AREA HAS BEEN PERMANENTLY STABILIZED.

B) TROUBLESHOOTING:

1. DETERMINE THE EXACT LOCATION OF UNDERGROUND UTILITIES, BEFORE FENCE INSTALLATION SO UTILITIES ARE NOT DISTURBED.
2. GRADE ALIGNMENT OF FENCE NEEDED TO PROVIDE A BROAD, NEARLY LEVEL AREA UPSTREAM OF FENCE TO ALLOW SEDIMENT COLLECTION AREA.

C) INSPECTION MAINTENANCE:

1. INSPECT SEDIMENT FENCES AT LEAST ONCE A WEEK AND AFTER EACH RAINFALL. MAKE ANY REQUIRED REPAIRS IMMEDIATELY.
2. SHOULD THE FABRIC OF A SEDIMENT FENCE COLLAPSE, TEAR, DECOMPOSE, OR BECOME INEFFECTIVE, REPLACE IT PROMPTLY.
3. REMOVE SEDIMENT DEPOSITS AS NECESSARY TO PROVIDE ADEQUATE STORAGE VOLUME FOR THE NEXT RAIN AND TO REDUCE PRESSURE ON THE FENCE. AVOID DAMAGING OR UNDERMINING THE FENCE DURING CLEANOUT. SEDIMENT ACCUMULATION SHOULD NOT EXCEED 1/2 THE HEIGHT OF THE FENCE.
4. REMOVE ALL FENCING MATERIALS AND UNSTABLE SEDIMENT DEPOSITS, AND BRING THE AREA TO GRADE AND STABILIZE IT AFTER THE CONTRIBUTING DRAINAGE AREA HAS BEEN PROPERLY AND COMPLETELY STABILIZED.



PROJECT MANUAL

R-PARK TENNIS COURT RECONSTRUCTION

FOR

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

Bid Date: TBD

SKW Project No. 130099-370

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1.01 GENERAL

- A. An investigation of subsoil has not been made for this project. No classification of material shall be made. Ground water and rock may be encountered in excavations. Depth of ground water may vary seasonally.

1.02 ADDITIONAL INFORMATION

- A. The Contractor should visit the site and acquaint himself with all existing conditions. Prior to bidding, bidders may make their own subsurface investigations to satisfy themselves as to site and subsurface conditions but such subsurface investigations shall be performed only under time schedules and arrangements approved in advance by the City. Such exploratory excavation shall be made in a manner and location that will not disturb piping or buried electrical lines.
- B. The Contractor shall satisfy himself as to the nature of the material to be excavated and the amount of rock or water to be handled. The Contractor shall include in his unit prices bid all costs in connection with excavation, dewatering and difficulties encountered and shall assume full risk in the matter.

END OF SECTION

1.01 GENERAL

Demolition and site Preparation shall be done in accordance with Section 2101 of the "APWA Specifications".

- A. This shall include the removal of all existing culverts, walls, pavements, steps, and other improvements and appurtenances, as required to construct the proposed improvements. Materials unsuitable for embankment shall become the Contractor's property and shall be disposed of off the construction site.
- B. This shall consist of clearing and grubbing including removal of all unsuitable materials such as brush, stumps, rubbish and trees marked for removal that are within the construction site limits. These unsuitable materials are the Contractor's property and shall be disposed of properly. The plans may not show all items to be removed. Other removals shall be as approved or directed by the Engineer. No additional payment will be made for such additional removals, except for individual tree removal as defined in Part 3.06 of this section.

1.02 PROTECTION

This shall include using all means necessary to protect existing structures, equipment, piping and facilities not designated for removal. The Contractor shall comply with all laws, ordinances, applicable safety code requirements and regulations relative to the demolition and clearing called for and the protection of life and property. He shall be responsible for all damage caused by his operations. The contractor shall erect barriers, fences, guard rails, enclosures, chutes, and shoring to protect personnel, structures, and utilities remaining intact. The Contractor shall replace or repair any structures, equipment, piping or facilities not scheduled for removal, but damaged during course of the work.

1.03 NOTIFICATION

The Contractor shall notify the Owner and secure approval at least three days prior to beginning demolition. The Owner shall remove any material and equipment he desires. Contractor may proceed with demolition after the Owner has removed the material and equipment he desires to keep.

3.01 BLASTING

No blasting will be allowed.

3.02 GRUBBING

- A. Grubbing shall consist of the removal of all stumps, roots, buried logs, foundations, drainage structures, abandoned water wells and other objectionable materials below the ground surface.
1. Limits of grubbing:
The area to be grubbed shall include all area within the construction site limits.
 2. Materials:
All tap roots, lateral roots or other projections over 2 inches in diameter shall be removed to a depth of two (2) feet below the natural ground surface. Grubbing of Osage Orange or Locust hedge shall include removal of roots.
 3. Filling of holes:
All holes caused by grubbing operations shall be backfilled and compacted in accordance with the applicable provisions of these specifications and to the level of the surrounding ground surface.
 4. Disposal:
Products of grubbing shall be disposed of away from the site.

3.03 BURNING

No burning will be allowed.

3.04 CLEARING

The Contractor shall scalp all areas where excavation or embankment is to be made. Scalping shall include the removal of material such as sod, grass residue of agricultural crops, sawdust, and decayed vegetable matter from the surface of the ground without removing more earth than is necessary. The products of scalping shall be disposed of away from the project site. All such disposal shall be at the Contractor's sole expense.

3.05 PLUGGING EXISTING PIPES

All existing pipes and structures that need to be plugged where directed by the Engineer, shall be permanently sealed with bulkheads constructed of concrete or brick masonry having a minimum thickness of 12 inches. No direct payment will be made for this work.

3.06 REMOVAL

- A. The Engineer will designate individual tree which meet this definition for removal. The Engineer will also designate all trees, shrubs and plants within the construction limits that are to remain.

All other vegetation within the construction limits shall be removed and properly disposed of.

- B. Pavements, abandoned sewers, pipe lines, or other obstructions to the project construction, within the construction limits or street right-of-way not designated or permitted to remain, shall be removed and disposed of by the Contractor away from the site of the work.
- C. Removing Pavement:
1. In removing pavement, curb, curb and gutter, gutters, sidewalk, and other similar improvements, and where a portion of such improvements are to be left in place, they shall be removed to an existing joint or to a joint sawed to a minimum depth of one inch with a true line and vertical face. Sufficient removal shall be made to provide for proper grade and connections in the new work regardless of any limits which may be indicated on the plans.
 2. Where part of the existing concrete curb, asphalt pavement or driveway is to be removed at locations other than construction or expansion joints, the existing concrete shall be cut with a concrete saw to a minimum depth of two (2) inches or one fourth (1/4) the existing slab, whichever is greater. Water shall be used, as required, to control concrete dust during sawing operations. In order to provide true alignment and a vertical face against which the replacement concrete can be placed, greater depth of cut may be necessary. If the remaining concrete is chipped or cracked during sawing or removal, it shall be resawed behind the limits of the chip or crack. Sawing shall be along a line parallel to or perpendicular with the nearest joint, except as otherwise specified by the Engineer, to assure uniform appearance.
 3. No separate payment will be made for sawing concrete. All cost shall be included in the unit prices for other items as listed in the Proposal.

3.07 PAYMENT

Payment will be made at the contract Lump Sum price for "Clearing and Demolition" as listed in the proposal.

END OF SECTION

1.01 GENERAL

All work of producing and placing asphaltic concrete surface and base for street pavement shall conform to Sections 2204 and 2205 of the APWA Standard Specifications.

2.01 ASPHALTIC CONCRETE PAVEMENT

- A. Asphaltic concrete mixes shall be in conformance Section 2205.3 of the APWA Standard Specifications. Base course shall be 1-01; surface course shall be 3-01 in parking areas. Base course shall be BM-2; surface course shall be BM-2B Modified for tennis court areas.
- B. Reclaimed Material for Base Course:
No reclaimed material may be used.
- C. Anti-Stripping Agent:
All bituminous mixtures shall contain an anti-stripping agent. AD-here TM LOF 65-00 LS as manufactured by AAR-MAZ Products, L.P. shall be added to the asphalt cement at the rate of 0.75% by weight of the asphalt cement. Other asphalt anti-stripping additives and their application rate may be used when proven equal after testing as specified in Paragraph "Resistance of Compacted Bituminous Mixture to Moisture Induced Damage AASHTO T 283-89" and approved by the City Engineer.

2.02 ASPHALT PAVEMENT MILLING

- A. Asphalt pavement milling shall be performed in accordance with Section 616 of Kansas City Highway Specifications.

2.03 TACK COAT

- A. Tack coat (SS-1) shall be in accordance with the plans and Section 2204 of the APWA Standard Specifications.
- B. Tack coat shall be applied between each layer of new asphaltic concrete, as well as those surfaces specified in the plans, to assure bond unless the previously laid surface is absolutely clean and the Engineer is satisfied that proper bonding will occur without tack coat. Tack coating between layers of new asphaltic concrete may be omitted only with the Engineer's permission.
- C. Tack coat application temperature shall be between 150° and 225° F

3.01 ASPHALTIC CONCRETE PLACEMENT

- A. Asphalt mixing plants shall conform to Section 2205.4 of the APWA Standard Specifications.
- B. Transportation of the asphaltic concrete mix shall conform to Section 2205.5 of the APWA Standard Specifications.
- C. Asphalt paving equipment shall conform to Section 2205.7 of the APWA Standard Specifications.

3.02 CONSTRUCTION REQUIREMENTS

Section 2205.8 of the APWA Standard Specifications shall be amended to require that the lift of base course immediately preceding the surface course be laid in a continuous operation and that this lift provide a finished surface that deviates no more than 3/8 inch from the grades shown on the Plans. Such deviations will be allowed only if they are roughly compensating in extent and direction.

3.03 SURFACE REQUIREMENTS

Tolerances for street pavement construction shall be as follows:

- A. Finished grade of centerline of street pavements shall be within the tolerance range of minus zero (0) to plus three-quarter (3/4) inch with respect to concrete gutter lip.
- B. Finished grade of asphaltic concrete surface shall match concrete gutter lip within the tolerances of 0" to 3/8" above gutter lip.
- C. Total compacted thickness of base and asphaltic concrete surface at any point shall be not less than the thickness shown on the plans by more than three-eighths (3/8) inch and the average of points checked for total thickness shall not be less than shown on the Plans.
- D. Thickness of asphaltic concrete surface shall be within the tolerance range of minus one-quarter (1/4) inch to plus one-half (1/2) inch with respect to the thickness shown on the plans.
- E. Straight-Edge Requirements: Maximum variation from a ten (10) foot straight-edge shall be not more than 1/4 inch, with the provision that allowance shall be made for short vertical curves in the application of these requirements.
- F. If the Engineer finds the pavement is not in the tolerances, he will then make a determination if the pavement will be accepted and remain in place. The Engineer will document the basis of acceptance which may provide for an appropriate adjustment in the contract unit price for the asphaltic concrete items as he deems necessary, based on his engineering judgement.

If the Engineer finds the work to be unacceptable, the asphaltic concrete shall be replaced or otherwise corrected by and at the expense of the Contractor.

3.04 GUARANTEE AND MAINTENANCE OF PAVEMENTS SURFACED WITH ASPHALTIC CONCRETE

- A. General:
 - 1. The Contractor is required, until the end of the two year guarantee period, to:
 - (a) Guarantee all pavements surfaced with asphaltic concrete against defective materials and workmanship.
 - (b) Maintain all asphaltic concrete pavements in connection with specific items enumerated in paragraph B below.

2. This requirement applies to all pavements surfaced with asphaltic concrete under this Contract, including construction directly on sub-grade or on existing pavement or base.
3. The intent is that at the end of the two year guarantee period, the Owner will have a durable and serviceable pavement; that defective materials and workmanship will have been corrected; and that any necessary maintenance in connection with specific items enumerated in paragraph B below, whether or not due to defects in Contractor's materials and workmanship, will have been accomplished. All materials and construction for such work will be at the Contractor's expense, with the exception of construction of any underdrains which may prove to be necessary.

B. Conditions Requiring Correction:

Any adverse conditions which substantially affect the use, function, quality or life of the pavement shall be corrected, including the following:

1. Conditions stipulated in Regulations of the Contract, Article GC-45.
2. Undue deformation, due to sub-grade yielding or movement, or for any other cause, but not including cuts by others for storm or sanitary sewers, water, gas or any other utilities from the award of Contract to a period of two years from and immediately following acceptance of the completed project by the Owner. Corrections shall be made if pavement has water pockets and does not properly drain; if variation from a ten (10) foot straight edge is more than three-eighths (3/8) inch; or if there are small local deformations which noticeably affect riding quality.
3. Chuck holes.
4. Cracks which appear for any reason, but which may or may not indicate failure of sub-grade, base of surface, and which are wide enough in cool weather to be sealed by high standard crack sealing methods.

C. General Requirements for Corrective and Maintenance Work:

1. All corrective and maintenance work shall be done promptly upon notification by the Owner, in order to prevent unnecessary further deterioration and in order not to inconvenience the traveling public unduly.
2. All work shall be in accordance with the highest standard of the asphalt pavement industry and shall be of such nature as to be substantially permanent. The Contractor shall submit his proposed methods and designation of materials to the Owner, or the Owner through its Consulting Engineer, for approval in advance of such work.
3. The work may require partial reconstruction, rehabilitation, patching and crack filling. Reconstruction or rehabilitation shall be with asphaltic concrete in accordance with these Specifications of approved equal.
4. Crack filling shall be done during relatively dry weather and at temperatures when the cracks will be near maximum width. Materials and methods shall be based on width of crack. Materials shall be of such consistency as to minimize whipping out under traffic. Cracks shall be thoroughly blown and cleaned out and filler installed without superficial bridging.

D. Underdrains: In some cases of pavement failure, it may be apparent that repair of the pavement cannot be successfully accomplished without the installation of underdrains. In such cases, the Owner shall pay all costs in connection with the construction of necessary

underdrains. The Contractor shall repair the failed pavement at his own expense.

- E. The Contractor shall deliver tickets to the Owner's Construction Representative as each truck load is delivered to the job. The delivery tickets shall be numbered consecutively, state the project number, origin of the load, time loaded, temperature and weight of the load, truck number, type of mix and approved job mix formula report number.

3.05 MEASUREMENT AND PAYMENT

- A. Payment for construction of asphaltic concrete surface, including furnishing all milling and surface preparation, materials, labor and equipment, shall be paid for at the contract unit price, per square yard. Plan quantity will be used for payment unless the amount of work is increased or decreased by an approved change order.
- B. No direct payment will be made for excavation, subgrade preparation and tack coat.

END OF SECTION

1.01 GENERAL

See Concrete Section 00300

Section 2301 of the APWA Standard Specifications shall govern the construction of concrete sidewalks, driveways, and steps, except as modified in this Section 02513.

Sidewalk surfaces shall be marked with a transverse joint spaced equal to the width of the sidewalk. Tool all four edges. Broom finish perpendicular to walk.

3.01 PAYMENT

- A. Payment for concrete sidewalk shall be paid for at the contract unit price, per square yard, for Sidewalk. The concrete for sidewalk ramps shall be measured and included in the total area of 4-inch concrete sidewalk.
- C. Payment for additional work and materials shall be paid at the contract unit price, per each, for "sidewalk ramp".

END OF SECTION

1.01 GENERAL

See Concrete Section 03300.

Section 2209 of the APWA Standard Specifications shall govern the construction of concrete curb and gutter.

Concrete curb and gutter shall be in accordance with the lines, grades and details in the plans.

Curb and Gutter "Lay Down Machine" is required except at sections under 50 feet.

2.01 MEASUREMENT AND PAYMENT

- A. Concrete curbs and gutter shall be measured along the top of the back of curb.
- B. Payment for concrete curb and gutter shall be paid for at the contract unit price, per linear foot, for "Concrete Curb and Gutter."

END OF SECTION

1.01 GENERAL

Where required to provide access and maintain traffic and when directed by the Engineer, the Contractor shall provide temporary surfacing of Crushed Stone. Such temporary surfacing shall be maintained by the Contractor in a safe, reasonably smooth condition as long as it is in use. Crushed stone for temporary surfacing shall meet the requirements of Section 2202.2 of the APWA Standard Specifications, unless the Engineer agrees to a different gradation because of site conditions.

Where required to maintain drainage and when directed by the Engineer, the Contractor shall furnish and install such temporary drainage facilities, as required, to allow for adequate surface and storm sewer drainage to prevent accumulation of water and to control erosion. Temporary drainage shall conform to applicable portions of these construction documents and be furnished, placed and maintained at the Contractor's expense.

2.01 PAYMENT

No direct payment will be made for temporary drainage or temporary surfacing, complete and in place, including removal. All cost pertaining thereto shall be included in the contract prices for other items as listed in the proposal.

END OF SECTION

1.01 GENERAL

The work of this Article shall consist of furnishing and placing all chain link fencing and gates.

2.01 MATERIALS

- A. Delegated Design: Engage a qualified professional engineer to design chain-link fence and gate frameworks.
- B. Structural Performance: Chain-link fence and gate frameworks shall withstand the design wind loads and stresses for fence height(s) and under exposure conditions indicated according to ASCE/SEI 7.
- C. Chain Link Fence Fabric: Provide fabric in one-piece heights measured between top and bottom of outer edge of selvage knuckle or twist according to "CLFMI Product Manual" and requirements indicated below:
 - 1. Fabric Height: As indicated on drawings
 - 2. Steel Wire for Fabric: Wire diameter of 0.114 inch, 9 gauge
 - a. Mesh Size: 2 inches, without knots or ties
 - b. Polymer Coated Fabric: ASTM F668, Class 2 over zinc-coated steel wire. Color: Black, according to ASTM F 934
 - 3. Selvage: Knuckled at both selvages.
- D. Fence Framework: Posts and Rails shall be ASTM F1043 for framework, including rails, braces and line; terminal; and corner posts. Provide members with minimum dimensions and wall thickness according to ASTM F 1043 or ASTM F 1083 based on the following:
 - 1. Fence Height: As indicated on drawings
 - 2. Polymer Coating over Metallic Coating: Color to match chain link fabric, according to ASTM F 934
- E. Swing Gates: ASTM F 900 for gate posts and single swing gate types, as indicated on the Drawings.
 - 1. Gate Leaf Width: As indicated on the Drawings
 - 2. Framework Member Sizes and Strengths: Based on gate fabric height as indicated on the Drawings to match height of fence. Frame corner construction to be welded or assembled with corner fittings.
 - 3. Polymer Coating over Metallic Coating: Color to match chain link fabric, according to ASTM F 934.
 - 4. Hinges: 180 Degree inward swing as indicated on the Drawings.
 - 5. Latches permitting operation from both sides of gate.
- F. Grout: Nonshrink, nonmetallic grout, factory packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107/C 1107M. Provide grout, recommended in writing by manufacturer, for exterior applications.

3.01 PAYMENT

- A. All work, equipment, and material required removing, salvaging, and constructing fences in conflict with construction of the improvements shall be subsidiary to the other items of construction.

END OF SECTION

1.01 GENERAL:

The work of this section shall consist of fertilizing, seeding and mulching. All areas disturbed by the work, and not to be paved, shall be seeded.

2.01 FERTILIZER, SEED, AND MULCH:

All materials and work shall conform to Section 2401, APWA Specifications except as amended herein.

- A. Fertilizer shall be in accordance with Section 2401.2.C of the APWA Specifications.
- B. Fertilizer shall be applied in accordance with Section 2401.3.A of the APWA Specifications.
- C. All mulch shall be vegetative type.
- D. Seed shall be Type A.
- E. Hydraulic seeding and fertilizing may be used in lieu of mechanical applications provided they are applied separately and incorporated into the soil as specified in Section 2401, APWA Specification.
- F. Seed shall be applied at 2 times the rate shown in APWA Section 2401.3.C.
- G. An established grass cover shall be provided on all areas requiring seeding prior to acceptance of this item.

3.01 MEASUREMENT AND PAYMENT OF SEED:

- A. Measurement shall be per lump sum.
- B. Payment for work required to fertilize, seed and mulch all disturbed areas, including furnishing all materials, labor and equipment, shall be paid for by the lump sum.

END OF SECTION

1.01 GENERAL

This specification covers all cast-in-place plain and reinforced concrete construction required by the plans and specifications in the performance of this Contract, including all materials, labor, equipment and appliances.

1.02 GENERAL CONCRETE CONTROL AND QUALITY

- A. The current editions, as of date of opening bids for this Contract, of the "Bulletins" and Approved Sections of the "Standard Concrete Specifications" issued by the Mid-West Concrete Industry Board, Inc. of Kansas City, Missouri, are hereby made a part of this specification and shall have the same effect as if repeated herein. Said Bulletin and Specifications will be hereinafter referred to as "MCIB". The Contractor shall obtain sufficient copies of same to furnish them to his superintendents, pertinent sub-contractors and concrete and material suppliers.
- B. When the provisions of the specifications or plans for this Contract differ from MCIB, the provisions of these specifications and plans shall govern.

2.01 MATERIALS

Materials shall conform to the requirements of the Kansas City Metropolitan Materials Board (KCMMB).

- A. Cement. Cementitious materials shall meet the requirements of the KCMMB.
- B. Fine Aggregate. Aggregate for concrete shall meet the requirements of the KCMMB.
- C. Coarse Aggregate. Aggregate for concrete shall meet the requirements of the KCMMB.
- D. Mixing water. MCIB Section No. 4.
- E. Air-Entraining Agent. Air-entraining agents used to produce specified amounts of air entrainment shall be neutralized Vinsol Resin, Darex AEA, Protex AEA or an approved equal conforming to the applicable requirements of ASTM Designation C260 and MCIB Bulletin No 20.
- F. Admixtures - Fibrous Concrete Reinforcements. 100 percent virgin polypropylene, fibrillated fibers containing no reprocessed olefin materials and specifically manufactured for use as concrete secondary reinforcement. Volume per cubic yard shall equal a minimum of 0.1% (1.5 pounds). Fibers are for the control of cracking due to drying shrinkage and thermal expansion/contraction, reduction of permeability, increased impact capacity, shatter resistance, abrasion resistance, and added toughness. Fiber manufacturer must document evidence of 5 year satisfactory performance history, compliance with applicable building codes and ASTM C-1116 Type III 4.1.3 and ASTM C-1116 Performance Level I outlined in Section 21 Note 17.

Fibrous concrete reinforcement shall be manufactured by Fibermesh Company, 4019 Industry Drive, Chattanooga, Tennessee, USA 37416 (or approved equal). There will be no direct pay for fibrous concrete reinforcements.

G. Reinforcing Steel.

1. General: All reinforcing steel shall be deformed bars and shall comply with ASTM Designation A615, Grade 40 or 60. Applicable portions of MCIB Bulletin No. 12, "Reinforcing Steel-Handling and Placing," shall also be observed.
2. Bar Supports: All bolsters and chairs shall be in accordance with ACI Standard 513, and those used in the underside of the top slabs shall be pre-galvanized. On sub-grade, support on continuous chairs or on concrete brick or hard burned clay brick, at Contractor's option.
3. Fabrication: Fabrication of reinforcing steel shall be in accordance with ACI Standard 315. Requirements for laps, spacing, edge distance, length and bending of bars are given on the Plans. Reinforcing steel shall be protected from damage at all times. The bars shall be firmly tied at the alternate crossings, or closer. The steel shall be tied in correct position, positively secured against displacement, and inspected before any concrete is placed. Care shall be exercised to maintain proper clearance between the forms and the reinforcement. Bars at the top of lifts shall be held securely in correct position by means of approved metal bar supports. Before any concrete is placed, any dried mortar, loose rust or mud shall be cleaned from the reinforcing steel.

H. Welded Wire Fabric. ASTM Designation A-185.

I. Expansion Joint Filler. AASHTO M213.

2.02 READY MIXED CONCRETE

- A. Ready mixed concrete, in accordance with ASTM Designation C-94, shall be used unless otherwise authorized by the Engineer. Any concrete which is not plastic and workable when placed on the subgrade or in the forms shall be rejected.
- B. Concrete shall be completely placed in the forms within one hour after the truck leaves the ready mix plant or after water is added to the mix, whichever occurs first.

2.03 CONCRETE MIX

- A. Class KCMMB-4K Concrete Construction All concrete used in construction of curbs and gutters, retaining walls, culvert aprons, inlets, junction boxes, yard inlets, manholes, ditch liners, sidewalks, and integral sidewalk retaining walls shall be classified as Class KCMMB-4K unless otherwise stated in the plans. For curb and gutter use added fibers.

3.01 CONCRETE INSPECTION

- A. MCIB Bulletin No. 6 shall apply.

- B. Under Item 1 (a) of Bulletin No. 6, the word "Inspector" shall also mean "Construction Representative" or "Engineer."
- C. The Owner will pay for laboratory tests in accordance with Item 4(a) of said Bulletin No. 6.
- D. Under Item 7(e) of said Bulletin No. 6, the laboratory shall also report test results to the Owner.

3.02 CURING CONCRETE

Maintain continuously for 5 days after placing:

- A. Concrete temperature at least 50° F. and not over 100° F.
- B. Concrete Moisture:
 - 1. Walls & Structures - Cover with 6 mil polyethylene film and leave forms on 5 days, except as required for rubbing.
 - 2. Slabs - Polyethylene membrane 4 mil thick; lap joints 6".
Hold down with 1 x 4 at laps and at 6 foot centers. Membrane to be translucent or white in hot weather; black in cold weather.
 - 3. Pavement, Walks, -
Channels, and
other Approved
Structures Spray approved membrane -
1 gallon to 200 square feet.

3.03 COLD WEATHER REQUIREMENTS

- A. MCIB Section 10 as amended herein shall apply.
- B. Item 1(e). No calcium chloride or other admixture shall be added to the concrete without approval of the Engineer.
- C. All coverings and heating equipment shall be on hand prior to beginning placement of the concrete.

3.04 HOT WEATHER REQUIREMENTS

MCIB Section 11 shall apply.

4.01 FORMS - WALL

- A. Forms shall be constructed from surface finished plywood and 2 x 4 studs or approved manufactured forming system. All form material shall be in first class condition and with mortar tight joints. Provide cleanouts at bottom and remove debris.

- B. Forms shall be erected true and rigid with adequate bracing to insure alignment. Provide chamfer for all exposed corners.

4.02 CONCRETE FINISH

- A. All concrete shall be finished monolithically. No "topping" or "plastering". Walls exposed to view shall be rubbed to produce uniform sandy texture without air voids, fins, form marks or offsets. Tops of all walls shall be hard trowel finish with chamfered corners.
- B. Pavement slab, slope paving, inlet tops, sidewalk, and exposed slabs of structures shall receive a light broom finish.

4.03 JOINTS

- A. Joints shall be constructed as shown on the Plans. Unless shown on the plans, joints shall not be constructed unless approved by the Engineer.
- B. All construction joints shall be made with canted 2 x 4 at least 2 inches from wall face. All construction joint contact surfaces shall be finished with wood float finish.
- C. Normal Grout
Furnish and install normal cement grout where called for on the plans. Mix to be 1 part sand to 2 parts cement by volume. Use minimum water required for workability.
- D. Expanding Grout
Proportion by weight 1 part normal Portland cement, 1 part sand and 1 part Ironite compound similar and equal to Embeco (Master Builders Co.). Thoroughly dry mix and add a minimum of water to a stiff consistency as limited by placing conditions. Firmly pack mortar into hole or joint and moist cure for three days.

5.01 LABORATORY TESTS

- A. Tests of concrete material and cylinders will be made at a laboratory approved by the Owner. Laboratory charges will be paid by the Owner.
- B. The Engineer shall prepare a set of three test cylinders from each significant pour or when directed by the Owner. The Contractor shall deliver the cylinders to the laboratory from a minimum of 24 hours to a maximum of 48 hours after the cylinders were prepared.
- C. Copies of all test reports shall be sent not later than two days after completion of tests to the following:
 - One copy to Owner
 - One copy to Contractor
 - One copy to Consulting Engineer.

5.02 CONCRETE EQUIPMENT AND PLACING

- A. MCIB Section 8 shall apply.
- B. The Contractor's attention is called to the size of concrete pours required. He shall have sufficient crews, vibrators and other equipment to properly handle same so that no cold joints will be created and that concrete surfaces will be kept "alive". The Engineer shall be advised in advance of the equipment to be used.
- C. Before delivery of concrete the Contractor shall have made all necessary preparations and shall have all necessary items on hand not only for proper placing but for covering, curing, heating, finishing, rubbing and/or as required to perform in accordance with the Plans and Specifications. Failure to be properly prepared may result in inability to perform properly and consequent rejection of the work.
- D. Any concrete damaged by the Contractor's equipment, or by other means during construction shall be replaced at the Contractor's expense.

5.03 CONCRETE TESTING

The following concrete testing shall be the responsibility of the Contractor. All testing shall be performed by a competent testing laboratory approved by the Owner. Payment for the testing during construction shall be by the Owner.

- 1. Prior to beginning construction a job mix shall be prepared and submitted to the Owner for his approval.
- 2. For each day's significant structure pour, the following tests shall be run:
 - a. Air content.
 - b. Slump.
 - c. Three standard test cylinders shall be prepared and laboratory cured. One shall be tested for compressive strength at 7 days, and the other two at 28 days.

5.04 MEASUREMENT AND PAYMENT

- A. No measurement will be made unless authorized changes of the plans result in additions or deductions in the work. If changes are made, adjustments will be made on the basis of the unit prices stated in the proposal or according to GC-23, whichever is appropriate as determined by the Engineer.

Final payment will be a lump sum based on the proposal quantities and unit prices or minus change orders as described above.

END OF SECTION

1.01 GENERAL

This specification covers all athletic equipment required by the plans and specifications in the performance of this Contract, including all materials, labor, equipment and appliances.

2.01 PRODUCTS

A. Tennis Posts & Net System:

- a. Carron model number 21517 Standard Tennis Posts with Reel. Provide tennis post of 2 7/8" O.D. steel pip and finished with epoxy paint with aluminum top cap and ground sleeves. Color: Green. Includes Deluxe take-up tennis post reel with zinc metallic epoxy finish, automatic check latch, and long detachable handle. Or approved equal
- b. Carron model number 21510 Center Strap. Center straps shall be made of fine quality 2 1/8" webbing. Adjustable and complete with galvanized snap hook. Or approved equal.
- c. Carron model number 21512 Pipe Anchor for Center Strap. To be cemented into court. Or approve equal
- d. Carron model number 20103 Hercules Tennis Net, 42 feet by 3 1/4 feet with a 47 foot vinyl coated cable in top binding, side pockets with dowels and a double center (two layers of netting in top 9 meshes). Net constructed of #36 nylon with a breaking strength of 340 pounds and 1 3/4" square mesh. Nylon in enhanced with UV-stabilizers for maximum weather resistance. Tear resistant vinyl top binding with three rows of stitching and strong nylon webbing at the sides and bottom. Or approved equal.

B. Court Surfacing: California Products Corporation Plexi-Pave or approved equal. Color as noted on plans. California Acrylic Resurfacer – 100% acrylic resin (no vinyl copolymerization constituent). The product shall contain not less than 3.5% attapulgite.

- 1) Percent solids by weight (minimum) 26.7%
- 2) Weight 8.7-8.9 lbs./gallon

C. Line Paint: California Products Corporation Line Paint or approved equal. Color as noted on plans. 100% acrylic resin containing no alkyds or vinyl constituents. Texturing shall be rounded silica sand.

END OF SECTION

Item Number: DISCUSSION ITEMS- II.-7.
Committee 8/7/2017
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 8/7/2017
Submitted By: Jennifer Jones-Lacy
Committee/Department: Admin
Title: **Discussion of Insurance Coverage Amount for Dangerous Animals (est. time 10 min.)**
Item Type: Discussion

Recommendation:

To discuss and review the insurance requirements for dangerous animals in the City of Roeland Park.

Details:

A resident recently requested a waiver from the Governing Body on the liability insurance requirement set forth in Sec. 2-122(g) of the City Code. This code states

Upon conviction of keeping a dangerous animal, and the animal returning to its owner, the animal shall be kept subject to the following standards:

[Sections 1-4]

(5) *Insurance.* All owners, keepers or harborers of dangerous animals must within ten days of conviction provide proof to the City Clerk of public liability insurance in a single incident amount of \$1,000,000.00 for bodily injury to or death of any person or persons or for damage to property owned by any persons which may result from the ownership, keeping or maintenance of such animal. The insurance policy will provide that no cancellation of the policy will be made unless ten days written notice is first given to the City Clerk.

According to the resident, she was unable to obtain an insurance policy in the amount of \$1 million. Attached is a series of letters/emails showing Ms. Carol Hein's attempts to obtain the requisite amount of insurance.

After reviewing neighboring cities and their policies, I found the insurance amounts required for keeping dangerous animals were between \$50,000 and \$500,000. DeSoto requires a \$50,000 policy, Olathe requires a \$100,000 policy, Merriam, Shawnee and Overland Park all require \$300,000 policies, and Leawood, Lenexa and Prairie Village require a \$500,000 policy. My research indicates Roeland Park has the highest insurance requirements for dangerous animals in Johnson County. The City of Edgerton doesn't seem to allow dangerous animals, the City of Mission doesn't license animals and the City of Mission Hills doesn't require an insurance policy.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description		Type
☐	Code section regarding Dangerous Animals	Cover Memo
☐	Correspondence on Insurance	Exhibit

Sec. 2-122. - Dangerous Animals.

- (a) It shall be unlawful for the owner of any animal to keep or maintain such animal in the City so as to constitute a dangerous animal except that dangerous animals are subject to return under conditions set forth in this section. A dangerous animal is any animal which has done any of the following:
 - (1) Caused a bite injury, other than a bite that resulted in great bodily harm, disfigurement, or death, to any person; or
 - (2) Killed another domestic animal.
- (b) Notwithstanding the definition of a dangerous animal above, no animal may be declared dangerous if any injury or damage is sustained by a person or animal who, at the time such injury or damage was sustained, was:
 - (1) A member of the household; or
 - (2) Tormenting, abusing or assaulting the domestic animal or was committing or attempting to commit a crime; or
 - (3) If the animal was protecting or defending a human being within the immediate vicinity of the animal from an unjustified attack or assault.

The provisions of this article shall not apply to a police dog being used to assist one or more law enforcement officers acting in an official capacity.

- (c) Notwithstanding the definition of a dangerous animal above, no animal may be declared dangerous based solely on size or breed, or mix of breed; or if death to a domestic animal occurred solely due to a size disparity between the animals and there was no attack on a domestic animal.
- (d) Any dangerous animal which is in the custody of an Animal Control Officer and which in the judgment of the Judge of the Municipal Court, would constitute a menace to the health, safety or welfare of the public if released from custody, may be held pending a hearing on any charges or complaints filed in the Municipal Court to determine the disposition thereof. If not so determined, the animal may, after having been held pursuant to section 2-115, be returned to its owner, keeper, or harbinger until final determination is made by the Municipal Court as to whether a violation of this section has occurred. If returned pending the final disposition of the case, the animal must be kept securely confined and must be muzzled while in public until final determination is made as to whether a violation of this section occurred.
- (e) Upon conviction of keeping a dangerous animal, the court may order that the animal be humanely euthanized.
- (f) Upon conviction of keeping a dangerous animal, the Judge of the Municipal Court may order restitution be paid to the victim of the violation of subsection (a).
- (g) Upon conviction of keeping a dangerous animal, and the animal returning to its owner, the animal shall be kept subject to the following standards:
 - (1) *Leash and muzzle.* No person shall permit a dangerous animal to go outside its kennel or pen unless such dog is securely leashed with a leash no longer than four feet in length. No person shall permit a dangerous animal to be kept on a chain, rope or other type of leash outside its kennel or pen unless a person is in physical control of the leash. Such dogs may not be leashed to inanimate objects such as trees, posts, buildings, etc. In addition, all dangerous animals on a leash outside the animal's kennel must be muzzled by a muzzling device sufficient to prevent such animal from biting persons or other animals.
 - (2) *Confinement.* All dangerous animals shall be securely confined indoors or in a securely enclosed and locked pen or kennel when not indoors, except when leashed and muzzled as above provided. Such pen, kennel or structure must have secure sides and a secure top attached to the sides. All structures used to confine dangerous animals must be locked with a key or structure. Such structure must have a secure bottom or floor attached to the sides of the pen or the sides

of the pen must be embedded in the ground no less than two feet. All structures erected to house dangerous animals must comply with all zoning and building regulations of the City. All such structures must be adequately lighted and ventilated and kept in a clean and sanitary condition, and must not be the primary enclosure for keeping of the animal. Animal control officers shall have the authority to monitor and inspect the keeping of all dangerous animals.

- (3) *Confinement indoors.* No dangerous animal may be kept on a porch, patio or in a part of a house or structure that would allow the animal to exit such building on its own volition. In addition, no such animal may be kept in a house or structure when screen doors are the only obstacle preventing the animal from exiting the structure.
- (4) *Signs.* All owners, keepers or harborers of dangerous animals within the City shall, within ten days of conviction, display in a prominent place on their premises a signs easily readable by the public using the words "Beware of Dog" or "Beware of Dangerous Animal," whichever is applicable.
- (5) *Insurance.* All owners, keepers or harborers of dangerous animals must within ten days of conviction provide proof to the City Clerk of public liability insurance in a single incident amount of \$1,000,000.00 for bodily injury to or death of any person or persons or for damage to property owned by any persons which may result from the ownership, keeping or maintenance of such animal. The insurance policy will provide that no cancellation of the policy will be made unless ten days written notice is first given to the City Clerk.
- (6) *Identification photographs.* All owners, keepers or harborers of dangerous animals must within ten days of conviction provide to the City Clerk two color photographs of the registered animal clearly showing the color and approximate size of the animal.
- (7) *Microchip.* All owners, keepers or harborers of dangerous animals must within ten days of conviction microchip the animal and provide microchip information to the City Clerk to register the animal as dangerous.
- (8) *Spaying/neutering.* All owners, keepers or harborers of dangerous animals must within ten days of conviction spay or neuter the animal and provide proof of sterilization to the City Clerk.
- (9) *Sale or transfer of ownership prohibited.* Sale—No person shall sell, barter or in any other way dispose of a dangerous animal registered with the City to any person within the City unless the recipient person resides permanently in the same household and on the same premises as the registered owner of such animal; provided that the registered owner of a dangerous animal may sell or otherwise dispose of a registered dog or the offspring or such dog to persons who do not reside within the City.
- (10) *Failure to comply.* It shall be unlawful for the owner, keeper or harboree of an animal deemed by the Municipal Court to be a dangerous animal to fail to comply with the keeping requirements and conditions set forth in this article. Any animal found to be the subject of a violation of this article shall be subject to immediate seizure and impoundment. In addition, each day that the owner, keeper or harboree fails to comply with the provisions of this article shall be deemed a separate offense. Upon conviction, the court shall order the revocation of the license of such animal resulting in the immediate removal of the animal from the City. In addition to the foregoing penalties, any person who violates this article shall pay all expenses, including shelter, food, handling, and veterinary care necessitated by the enforcement of this article.

(Ord. No. 903, § 19, 1-26-2015)

Note— See editor's note at § 2-111.



Carol Hein <chein4500@gmail.com>

Liability Coverage for Dog

1 message

Jennifer Jones-Lacy <jjoneslacy@roelandpark.org>
To: "chein4500@gmail.com" <chein4500@gmail.com>
Cc: "Moody, Keith" <kmoody@roelandpark.org>

Wed, Jul 12, 2017 at 2:17 PM

Ms. Hein,

I've been in discussions with the Governing Body regarding your request. Have you tried to get insurance coverage from other providers since Select Quote won't increase the coverage above \$300k? If so, please let me know. If not, that's a question the Council has asked and will want an answer to. If you can let me know if you have shopped around to try to obtain the coverage for \$1 million I would appreciate it.

Thanks,

Jennifer Jones-Lacy

Assistant City Administrator/Finance Director

City of Roeland Park, KS

4600 W. 51st Street

Roeland Park, KS 66205

O: 913-722-2600

M: 816-316-9260

E: jjoneslacy@roelandpark.org



Carol Hein <chein4500@gmail.com>

Document1 [Compatibility Mode]

1 message

Tatum, Kayla <KTatum@geico.com>

Wed, Jul 12, 2017 at 8:09 PM

To: "Chein4500@gmail.com" <Chein4500@gmail.com>

Good Evening!

I've attached the letter to this email.

Kayla J. Tatum

GEICO Insurance Agency, A GEICO owned Insurance Company
One GEICO Blvd | Fredericksburg VA 22412

Hours: Tuesday – Saturday 12:30p – 9:00p EST



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This email/fax message is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution of this email/fax is prohibited. If you are not the intended recipient, please destroy all paper and electronic copies of the original message.

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To Whom It May Concern:

GEICO Insurance Agency does not provide homeowner's insurance if there is a pet or animal at the residence with a history of biting or vicious behavior. Our available insurance partners, Travelers, Liberty Mutual, and Foremost are all declining the policy due to that underwriting concern.

Best Regards,

Kayla Tatum

GEICO Insurance Agency

July 13, 2017

Tom Schrader
Farmers Insurance
6025 Martway, Ste. 110
Mission, KS 66202

I contacted the above-referenced agent who indicated that Farmers would not issue a homeowner's policy to me based on my dog's behavior and that he was not authorized by the company to send me a refusal letter.

Carol Hein

July 13, 2017

USAA

Spoke with USAA agent regarding an umbrella policy. She stated that an umbrella policy would mirror my existing homeowner's policy with Safeco which does not cover dog bites. The umbrella policy would add more coverage in dollar amounts but would not include coverage for dog bites. (My current auto insurance is with USAA.)

Carol Hein

Item Number: DISCUSSION ITEMS- II.-8.
Committee 8/7/2017
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 8/7/2017
Submitted By: Jennifer Jones-Lacy
Committee/Department: Admin
Title: **Bella Roe – Sale of Lot 6 of TIF 1B (est. time 5 min.)**
Item Type: Discussion

Recommendation:

Discuss thoughts on the pending sale of Lot 6 of TIF 1B located at the southwest corner of Cedar and 50th Terrace.

Details:

The redevelopment agreement that was signed as part of approval of TIF 1B requires that the developer get City approval of any purchasing entity 30 days prior to the sale. This particular property is Lot 6 of the Roeland Park shopping Center which is adjacent to Lowes. This vacant land is currently zoned CP-2, General Business. The potential buyer is Jim Lambie who wants to develop single family homes on the lot.

I have not received anything formal from the current owner regarding the sale. They said they are 60 days out and not ready to provide the letter yet. However, the potential buyer would of course be looking to rezone the property to single family residential.

According to the City's Comprehensive Plan, the area falls into the "Town Center" area which is a focal point of Roeland Park. Suggested uses include retail, office, multi-family residential, mixed-use, public institutions, single family residences (detached and attached) and parks, trails and open space. The stated policies for this area are as follows.

- Uses that generate high levels of pedestrian traffic are encouraged
- Residential uses should be considered as part of a mix of uses within a building
- Streets and public spaces should be designed to enhance pedestrian and bicycle activity, creating easy access to public library and community center

- Town Center should bring together east and west sides of the City by creating a central destination
- Small parks and open spaces are encouraged to link trails and higher traffic uses

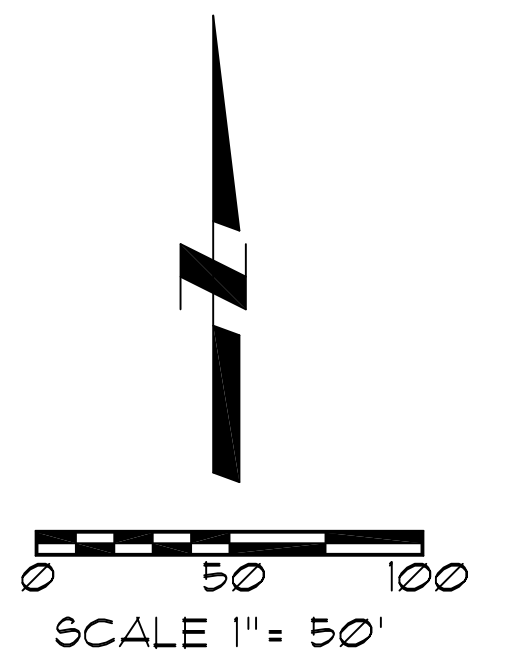
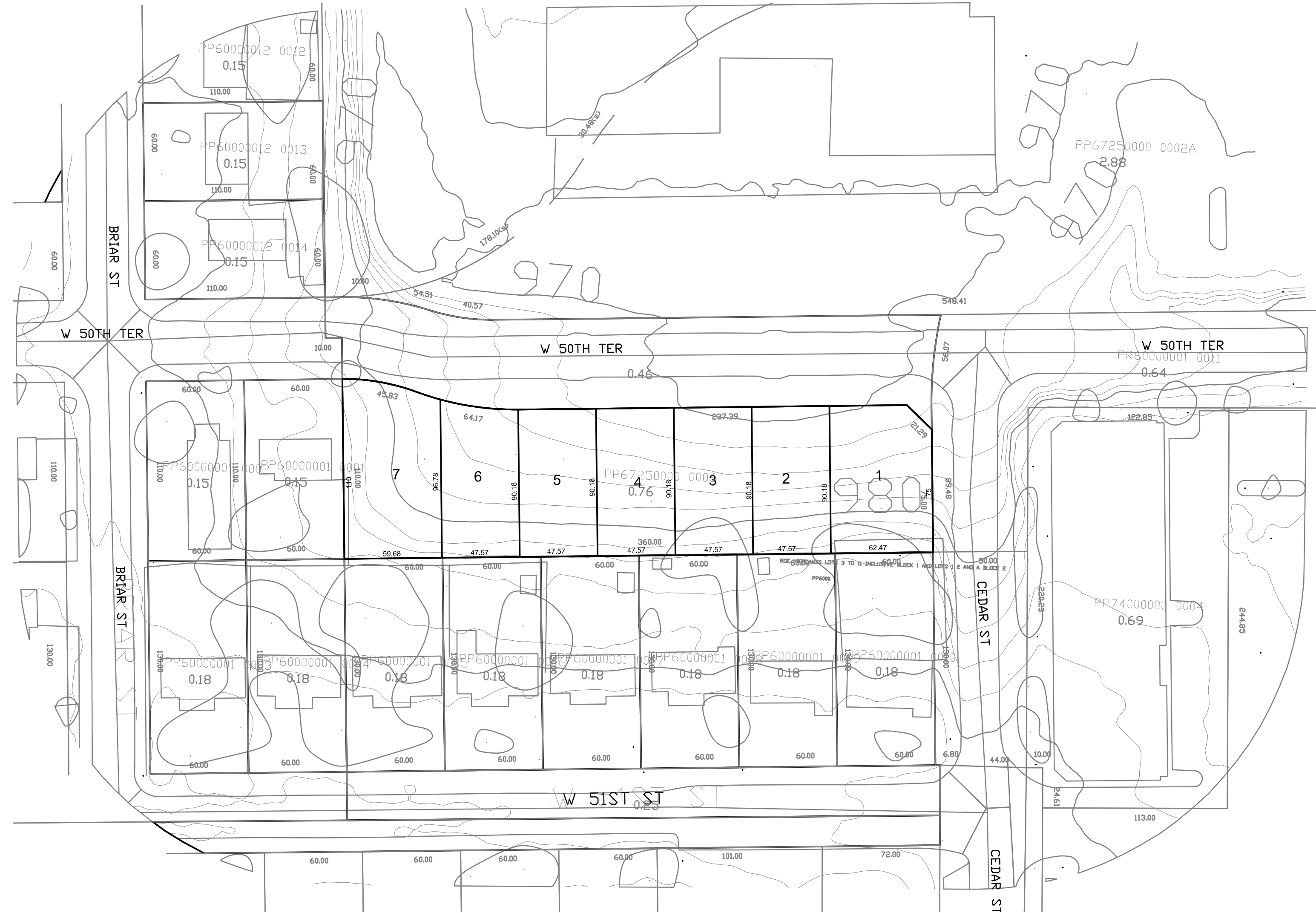
The goal of this discussion is to hear the Council's thoughts on a possible change in zoning and somewhat of a deviation from the Comprehensive Plan through the development of single family lots only. Mr. Lambie will be in attendance to speak to his plans. His preliminary plans as well as a map of the area are attached.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
📎 Lambie Proposed Plans for Lot 6	Exhibit
📎 Map of area	Exhibit



Preliminary Plan
**50th Terrace
& Cedar**
Roeland park, Kansas



Oppermann LandDesign, LLC
Land Planning • Landscape Architecture
18990 West 117th Street
Olathe, Kansas 66061
oppermannlanddesign.com
pete@opperland.com
913.894.9407



Johnson Co AIMS Map

LEGEND

AIMS Imagery: Current Imagery (2016)

Property_ComInt/VertLabels

+ Address Point

□ Building/Structure

Property

□ Untaxed

□ Common Interest

□ Vertical

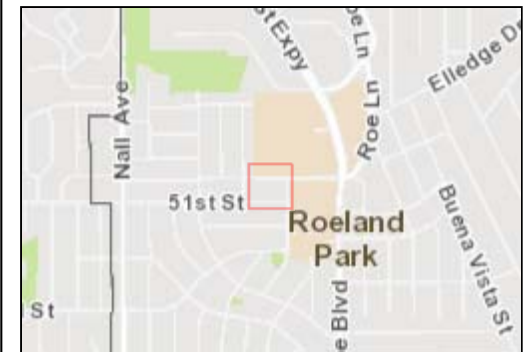
□ Platted

□ Unplatted

□ Right-of-way

□ Mineral Rights

□ Leased Land



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Item Number: DISCUSSION ITEMS- II.-9.
Committee 8/7/2017
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 8/4/2017
Submitted By: Keith Moody
Committee/Department: Admin.
Title: **Discuss Community Center Fitness Room Restrooms (est. time 5 min.)**
Item Type: Discussion

Recommendation:

Direction from Council concerning retaining restrooms in the cardio room and lifting room at the Community Center. Staff considers the elimination of the restrooms a reasonable loss control measure.

Details:

The recent water damage at the community center was a result of a potable water supply pipe serving a toilet in one of the two restrooms adjacent to the workout areas breaking. It was likely intentionally damaged. The two small restrooms are not necessary based upon the building's load capacity and other restroom capacity. Nor do they have floor drains which is common in modern restrooms. Removal of the stools and sinks from these two areas can be completed by staff at no significant cost (less than \$200). The restrooms in the hall are conveniently located to these work out areas. The small rooms could be used for storage.

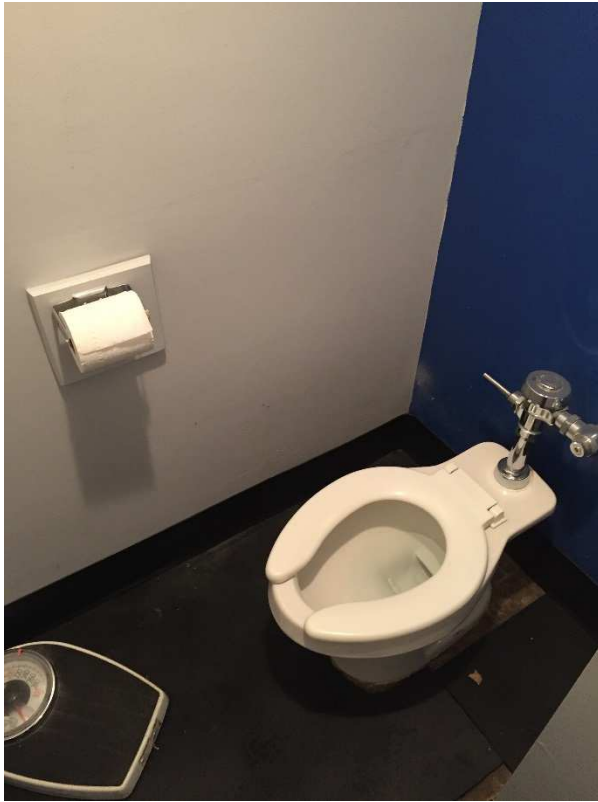
Although the facility is staffed when members are using the work out areas, and the rooms are checked before the staff leave for the night, the leak was not detected until morning causing flooding that left the rooms in operable for 5 weeks while clean up and restoration occurred.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
 Restroom Pics	Cover Memo



Item Number: DISCUSSION ITEMS- II.-10.
Committee 8/7/2017
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 8/4/2017
Submitted By: Keith Moody
Committee/Department: Admin.
Title: **Discussion of Extension to Cell Tower Lease Agreements (est. time 5 min.)**
Item Type: Discussion

Recommendation:

Staff recommends extending the cell antenna lease agreement per the terms reflected in the attached amendment.

Details:

Attached is the 4th Amendment to the cell antenna lease agreement with T-Mobile. The amendment extends the term out 20 years from 2016. The original lease was for 20 years. There have been amendments extending that lease in the past. The City Attorney has reviewed and approved the agreement.

The rate increases 15% every five years (per the current agreement terms). The current lease from T-Mobile (previously named APT) is \$22,357 per year. This is one of three antenna leases we have, all of them pay the same amount.

The area occupied by T-Mobile facilities on and under the tower is not planned for any other use and with the two other cell tenants in place this is a strong revenue generator for a small area of ground with limited use. Their interest in extending the lease well before the current term ends is an indication that the site will continue to be a valuable cell site location. It is at the top of a hill with excellent line of site in all directions.

There is a \$5,000 signing bonus, designed to cover the City's cost associated with processing the request (legal/administrative expenses).

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description		Type
☐	Original APT Lease and Amendments	Cover Memo
☐	T Mobile Lease- 4th Amendment	Cover Memo
☐	Memo for Records Office	Cover Memo

TV
A

APT SITE # ASD 006

FIRST AMENDMENT TO SITE AGREEMENT

THIS FIRST AMENDMENT TO SITE AGREEMENT ("First Amendment") is made and entered into on this 26th day of July, 2000, by and between APT Kansas City, Inc., a Delaware corporation ("APT"), whose address is c/o VoiceStream Wireless, 3650 131st Avenue SE, Suite 200, Bellevue, Washington 98006, and the City of Roeland Park, Kansas, a municipal corporation ("Owner"), whose address is 4600 West 51st Street, Roeland Park, Kansas 66205.

WITNESSETH:

WHEREAS, APT and Owner entered into a Site Agreement dated October 18, 1996 ("Agreement") with respect to certain Property owned by Owner and upon which APT installed and currently operates a Communications Facility; and

WHEREAS, the parties mutually desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of mutual covenants and promises herein contained and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. Owner consents to the Site License between APT and AT&T Wireless PCS, LLC ("AT&T"), a copy of which is attached hereto as Exhibit A and incorporated herein by this reference. Pursuant to the Site License, AT&T will sublease tower and ground space from APT and AT&T will install and operate its own wireless communications facility within APT's existing compound on the Property.
2. Effective as of August 1, 2000, the monthly rent that APT pays Owner under Section 3 of the Agreement shall be increased to TWO THOUSAND DOLLARS (\$2,000.00), and on or before that date, APT shall pay Owner the sum of SEVENTEEN THOUSAND DOLLARS (\$17,000.00), which sum represents the additional rent owed during the initial Term of the Agreement as a result of this First Amendment.
3. The monthly rent that APT pays Owner during each Option Period shall be increased by fifteen percent (15%) of the rent paid during the preceding Term (whether the initial Term or any Option Period), and notwithstanding anything to the contrary in Section 3 of the Agreement, rent during any Option Periods shall be paid on a monthly basis.
4. In the event that APT notifies Owner that the Site License between APT and AT&T has been terminated for any reason, the monthly rent that APT pays Owner under the Agreement shall be decreased by ONE THOUSAND DOLLARS (\$1,000.00), with such decrease to be effective as of the Site License's termination date. In the event that the Site License between APT and AT&T has been terminated for any reason, APT shall be responsible to the City to assure the removal of AT&T's equipment and other personal property from the Site.

Post-It® Fax Note 7671		Date <u>2/16/01</u>	# of pages <u>A 16A</u>
To <u>Debbie</u>	From <u>Mike Ostrom</u>		
Co./Dept.	Co. <u>VoiceStream</u>		
Phone #	Phone # <u>913-402-6631</u>		
Fax # <u>722-3713</u>	Fax # <u>913-402-6600</u>		

5. To the extent there is any conflict between the terms and conditions of this First Amendment and those in the Agreement, the terms and conditions of this First Amendment shall control. Except as modified by this First Amendment, all other terms, provisions and covenants of the Agreement shall remain unchanged and remain in full force and effect. Capitalized terms used in this First Amendment and not otherwise defined herein shall have the same meanings such terms are given in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the day and year first above written.

CITY OF ROELAND PARK,
KANSAS a Municipal Corporation

APT KANSAS CITY, INC.,
a Delaware Corporation

By: Joan Wendel
Name: Joan Wendel
Title: Mayor

By: David Blaha
Name: David Blaha
Title: Director, Engineering & Operations

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

On the 26th day of July, 2000, before me personally appeared Joan Wendel, who acknowledged under oath that she is the Mayor of the City of Roeland Park, Kansas, a municipal corporation, and as such was authorized to execute this instrument on behalf of the corporation.

DEBRA L. MOOTZ
Notary Public - State of Kansas
My Appt. Expires 1-21-04

Debra L. Mootz
Notary Public

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

On the 3rd day of August, 2000, before me personally appeared David Blaha, who acknowledged under oath that he is the Director of Engineering and Operations of APT Kansas City, Inc., a Delaware corporation, and as such was authorized to execute this instrument on behalf of the corporation.

 **SHANNON GARRETT**
Notary Public - State of Kansas
My Appt. Exp. 8-12-02

Shannon Garrett
Notary Public

EXHIBIT A

To the First Amendment to Site Agreement dated _____, 2000, by and between APT
Kansas City, Inc., and the City of Roeland Park, Kansas.

SITE LICENSE

Please see the attached.

LICENSE NO. _____

STRUCTURE NO. _____

EXHIBIT A**Site License**

to the Master Antenna Site License Agreement between VoiceStream Wireless Corporation, a Washington Corporation, together with its subsidiaries, affiliates or partnerships which elect to participate in this Agreement (collectively "Company"), and AT&T Wireless Services, Inc., d/b/a AT&T Wireless Services a Delaware corporation and together with its wireless communications affiliates which elect to participate in this License (collectively "AT&T Wireless Services").

The within Site License remains in full force and effect for its entire term regardless of any change in ownership. The within Site License runs with the land for the entire term as set forth in Paragraph 5 of the Agreement.

1. **Name of Licensor:** APT Kansas City, Inc., a Delaware corporation d/b/a VoiceStream Wireless Corporation
2. **Name of Licensee:** AT&T Wireless PCS, LLC, by and through AT&T Wireless Services, Inc., d/b/a AT&T Wireless Services
3. **Site No./Name:** A5D006/Roeland Park; AT&T Wireless Services Site No./Name: 30136A- Rosewood
4. **Site Address:** 4850 Rosewood, Roeland Park, KS 66205
5. **Site Latitude and Longitude:** 39°2'28", 94°38'47" NAD83
6. **Contingency Date:** Upon commencement of construction of Licensee's facilities or August 1, 2000, whichever first occurs.
7. **Monthly Rent:** \$2,250.00 (\$1,000.00 of which represents additional ground rent that Licensor must pay under the Prime Lease)

7(a). Licensee's required reimbursement of extraordinary site acquisition costs, if any (see paragraph 7(c) of Master License): N/A

8. **Term:** See paragraph 5 of License Agreement
9. **Site Licensor-owned:** _____ **or Licensor-Leased:** ~~XXX~~
If leased, **Term of Underlying Lease:** Initial Term of Prime Lease October 1, 1996 – December 31, 2001 with five (5) additional five (5) year option terms.
10. **Special Access Requirements:** N/A

ATTACHMENT 1

to the Site License dated _____, 2000, by and between APT Kansas City, Inc. d/b/a VoiceStream Wireless Corporation, as Licensor and AT&T Wireless PCS, LLC., by and through its manager AT&T Wireless Services, Inc., d/b/a AT&T Wireless Services, as Licensee.

DESCRIPTION OF PROPERTY

(including description of the Antenna/Dish Location(s), Equipment Shelter/Room/Cabinet Location(s))

The Property is described and/or depicted as follows:

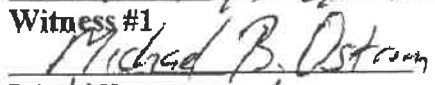
Please see the attached.

Notes:

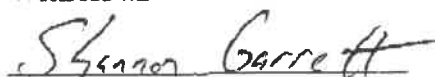
1. This Attachment may be replaced by a land survey of the Property once it is received by Lessee.
2. Setback of the Property from the land's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type and mounting positions of antennas and transmission lines are illustrative only. Actual "as built" drawings shall be attached and incorporated herein at the time of completion of construction.
5. This Attachment is to include any plans for routing lines, utility wires, etc. on or across the Property.

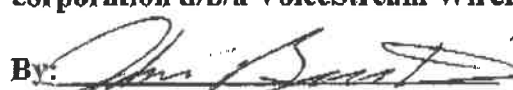
11. **Existing Mortgages, etc.:** Copy of title policy attached.
12. **Existing Environmental Issues:** N/A
13. **Licensor Contact for Access for Emergency:** Drew Schmitt, 816-936-6474;
816-616-0860 (PCS)
14. **Licensee Contact for Emergency:** Ron Ripper, 405-818-1195
15. **Licensee's Address for Notice Purposes:** 10920 Ambassador Drive, Suite 540
Kansas City, Missouri 64153
Attn: Systems Development Manager
- With a copy to: AT&T Wireless Services
4544 S. Lamar, Suite 600
Austin, TX 78745
Attn: Property Management
- With a copy to: AT&T Wireless Services
15 East Midland Avenue
Paramus, NJ 07652
Attn: Legal Dept.
16. **Licensor's Address for Notice Purposes:** c/o VoiceStream Wireless
9000 West 67th Street
Merriam, KS 66202
Attn: Lease Administration
17. **Licensor's Address for Rent Payments:** APT Kansas City, Inc.
c/o VoiceStream Wireless
P.O. Box 70870
CM 9762
St. Paul, MN 55170

Licensor: APT Kansas City, Inc., a Delaware corporation d/b/a VoiceStream Wireless Corporation


Witness #1

Printed Name


Witness #2


Printed Name

By: 
Name: John Bristow
Title: Manager of Implementation

Licensee: AT&T Wireless PCS, LLC
By: Its Manager, AT&T Wireless
Services, Inc., a Delaware corporation
d/b/a AT&T Wireless Services

Nancy Fulk
Witness #1
NANCY FULKS
Printed Name

By: Ronald J. Ripper 7-21-00
Name: Ronald J. Ripper
Title: System Development Manager

Witness #2

Printed Name

Date of last party to sign: 7/21/2000

Attachments:

Attachment 1:	Description of the Property (including Equipment Shelter/Room/Cabinet Location's)
Attachment 2:	Plans and Specifications
Attachment 3:	Existing Liens, Rights-of-Way, Easements and Mortgages
Attachment 4:	Current Communications Users of Site (including frequencies)
Attachment 5:	Memorandum of Agreement
Attachment 6:	Owner's Consent
Attachment 7:	Prime Lease

ATTACHMENT 2

to the Site License dated _____, 2000, by and between APT Kansas City, Inc. d/b/a VoiceStream Wireless Corporation, as Licensor and AT&T Wireless PCS, LLC., by and through its manager AT&T Wireless Services, Inc., d/b/a AT&T Wireless Services, as Licensee.

PLANS AND SPECIFICATIONS

Please see the attached.

ATTACHMENT 3

to the Site License dated _____, 2000, by and between APT Kansas City, Inc. d/b/a VoiceStream Wireless Corporation, as Licensor and AT&T Wireless PCS, LLC., by and through its manager AT&T Wireless Services, Inc., d/b/a AT&T Wireless Services, as Licensee.

EXISTING LIENS, RIGHTS-OF-WAY, EASEMENTS AND MORTGAGES

Please see the attached.

Chicago Title Insurance Company

1100 MAIN ST. SUITE 500, KANSAS CITY, MO 64105
(816)421-5040 Fax: (816)421-7122



(KS)

OWNERSHIP, ENCUMBRANCE AND EASEMENT CERTIFICATE

Certificate No. 020008509

Charge \$300.00

THE UNDERSIGNED COMPANY HEREBY CERTIFIES:

(1) That there is no matter appearing of record either in the office of the Register of Deeds for Johnson County, Kansas, or in the offices of the Clerk of the District Court of said County or the Clerk of the Probate Court of said County, which purports to transfer the ownership to the property hereinafter described, since the following:

Title to Tract 1 is held by The City of Roeland Park, Kansas.

Title to Tract 2 is held by Johnson County Park and Recreation District

(2) That there is no unsatisfied mortgage appearing of record on said Register of Deeds office affecting said property which was recorded subsequent to January 1, 1965, nor any affidavit made pursuant to KSA 58-2333I pertaining to any unsatisfied mortgage recorded in said office before January 1, 1965, except the following:

NONE

(3) That there is no unsatisfied Financing Statement or Security Agreement appearing of record in the Real Estate Division of said Register of Deeds office affecting said property which was recorded within the last five years prior to the date hereof, except the following:

NONE

(4) That there are no judgments, state tax liens, mechanic's liens describing the legal description herein, executions, foreign executions, attachments or suits pending or transcripts of judgments from the State or United States Courts, of record in the Office of the clerk of the District Court, or federal tax liens filed in the office of the Register of Deeds of said County, against the above named grantees, within a period of 11 years prior to the date hereof, except the following:

NONE

(5) That there are no proceedings of record in the Probate Court of said County pertaining to any of the above named grantees, except the following:

NONE

(6) That the records in the office of the County Treasurer show the taxes for the year 1999 and all prior years have been paid in full.

A tract of land lying in the Northwest Quarter of Section 4, Township 12 South, Range 25 East, in the City of Roeland Park, Johnson County, Kansas, said tract being more particularly described as follows: Beginning at the Southeast corner of the Northwest quarter of the Northwest Quarter of said section 4, thence South 89 degrees 40 minutes 49 seconds West along the South line of said Northwest Quarter of the Northwest Quarter of Section 4, a distance of 97.40 feet; thence North 00 degrees 52 minutes 12 seconds West, a distance of 312.00 feet; thence South 89 degrees 07 minutes 48 seconds West, a distance of 114.60 feet; thence North 00 degrees 19 minutes 11 seconds West, a distance of 214.11 feet, thence North 89 degrees, 40 minutes 49 seconds East, and parallel with the South line of said Northwest Quarter of the Northwest Quarter of Section 4; a distance of 180.00 feet, thence South 00 degrees 19 minutes 11 seconds East, a distance of 80.00 feet; thence North 89 degrees 40 minutes 49 seconds East and parallel with said South line of the Northwest Quarter of the Northwest Quarter of Section 4, a distance of 275.00 feet; thence South 17 degrees 08 minutes 46 seconds West, a distance of 466.50 feet to a point lying on the South line of said Northwest Quarter of the Northwest Quarter of Section 4; thence South 89 degrees 40 minutes 49 seconds West along said South line, a distance of 100.00 feet to the point of beginning.

Tract B:

A tract of land lying in the Northwest Quarter of Section 4, Township 12 South, Range 25 East in the City of Roeland Park, Johnson County, Kansas, said tract being more particularly described as follows:

Beginning at the Southeast corner of the Northeast quarter of the Northwest Quarter of said Section 4, thence South 89 degrees 40 minutes 49 seconds West along the South line of said Northwest Quarter of the Northwest Quarter of Section 4, a distance of 97.40 feet, thence North 00 degrees 52 minutes 12 seconds West a distance of 312.00 feet; thence South 89 degrees 07 minutes 48 seconds West, a distance of 114.60 feet; thence North 00 degrees 19 minutes 11 seconds West, a distance of 214.11 feet; thence North 89 degrees 40 minutes 49 seconds East, and parallel with the South line of said Northwest Quarter of the Northwest Quarter of Section 4, a distance of 180.00 feet, thence South 00 degrees 19 minutes 11 seconds East, a distance of 80.00 feet; thence North 89 degrees 40 minutes 49 seconds East and parallel with said South line of the Northwest Quarter of the Northwest Quarter of Section 4, a distance of 275.00 feet; thence South 17 degrees 08 minutes 46 seconds West, a distance of 466.50 feet to a point lying on the South line of said Northwest Quarter of the Northwest Quarter of Section 4; thence South 89 degrees 40 minutes 49 seconds West along said South line, a distance of 100.00 feet to the point of beginning.

SPECIAL NOTE:

Since no search has been made as to whether the grantor in the instrument set forth under (1) above actually owned the property attempted to be conveyed, nor as to whether the above instrument is a valid conveyance, this certificate cannot be relied upon as establishing ownership, but is only intended to show the names of the persons presently appearing to claim ownership as reflected by the above records, and the encumbrances described under (2) above.

Liability of the Company under this certificate is limited to the amount paid for the same. This certificate is dated to include May 3, 2000, at 8:00 A.M.

CHICAGO TITLE INSURANCE COMPANY

BY



THIS IS NOT AN INSURANCE POLICY. NO RISK IS
INSURED OR GUARANTEED BY THIS CERTIFICATE.

Tax ID No. PF251204-1003 (Tract 1)
Tax ID NO. PF251204-1025 (Tract 2)

(7) That there is no instrument entitled "Easement" or "Right of Way" which purports to affect subject property, except the following:

Interlocal Cooperation Agreement filed in Book 5052 at page 450.

Memorandum of Agreement by and between City of Roeland Park, Kansas and APT American Portable Telecom filed in Book 5175 at page 39.

Agreement between the City of Roeland Park, Kansas and Johnson County, Kansas, for the operation of a Community Center filed in Volume 2365 at page 915.

Right of Way Easement granted to Water District No. 1 of Johnson County (Kansas) filed in Misc Book 126 at page 379.

Right of Way granted to Water District No. 1 of Johnson County (Kansas) filed in Misc. Book 126 at page 402.

Easement granted to Mission Township Main Sewer District No. 2 filed in Misc. Book 141 at page 125.

Easement granted to Kansas City Power and Light Company filed in Volume 2924 at page 731.

Easement granted to Southwestern Bell Telephone Company filed in Volume 2991 at page 130.

Easement granted to Kansas City Power and Light Company filed in Volume 3163 at page 639.

Easement granted to Kansas City Power and Light Company filed in Volume 3227 at page 834.

Easement granted to Kansas City Power and Light Company filed in Book 5643 at page 68.

Easement granted to Kansas City Power and Light Company filed in Book 5551 at page 720, partially disclaimed in Book 5774 at page 25.

Easement granted to Water District No. 1 of Johnson County (Kansas) filed in Book 5211 at page 605.

Easement granted to Kansas City Power and Light Company filed in Book 5129 at page 107.

LEGAL DESCRIPTION OF PROPERTY:

Tract 1:

All that part of the Northwest Quarter of Section 4, Township 12, Range 25, in the City of Roeland Park, Johnson County, Kansas, more particularly described as follows: Beginning 100 feet East of the Southeast corner of the Northwest Quarter of the Northwest Quarter of said Section; thence West along the South line of said Quarter Quarter Section, 829.71 feet; thence North and parallel with the West line of said Section, 525 feet; thence East and parallel with the South line of said Quarter Quarter Section, 694.71 feet more or less; thence South and parallel with the West line of said Section, 80 feet; thence East and parallel with the South line of said Quarter Quarter Section, 275 feet; thence Southwesterly 466.50 feet to the point of beginning, except that part described as follows:

ATTACHMENT 4

to the Site License dated _____, 2000, by and between APT Kansas City, Inc.
d/b/a VoiceStream Wireless Corporation, as Licensor and AT&T Wireless PCS, LLC., by and
through its manager AT&T Wireless Services, Inc., d/b/a AT&T Wireless Services, as Licensee.

CURRENT COMMUNICATIONS USERS OF SITE
(including frequencies)

VoiceStream Wireless

Antenna Model No.:

Antenna Mfg.:

Qty:

Connector Type:

Antenna Azimuth:

Antenna Downtilt:

Transmit: 1950.4 – 1965 MHz

Receive: 1870.4 – 1885 MHz

ATTACHMENT 5

to the Site License dated _____, 2000, by and between APT Kansas City, Inc. d/b/a VoiceStream Wireless Corporation, as Licensor and AT&T Wireless PCS, LLC., by and through its manager AT&T Wireless Services, Inc., d/b/a AT&T Wireless Services, as Licensee.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into on this ____ day of _____, 2000, by and between APT Kansas City, Inc. d/b/a VoiceStream Wireless, a Delaware corporation, with an office at 9000 West 67th Street, Merriam, Kansas 66202, (hereinafter referred to as "Licensor") and AT&T Wireless PCS, LLC., by and through its manager AT&T Wireless Services, Inc., a Delaware corporation d/b/a AT&T Wireless Services, with an office at 10920 Ambassador Drive, Suite 540, Kansas City, Missouri 64153, (hereinafter referred to as "Licensee").

1. Licensor and Licensee entered into a Site License on the ____ day of _____, 2000, for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing are set forth in the Site License.
2. The term of the Site License is for five (5) years commencing upon the date construction of Licensee's facilities begins or August 1, 2000, whichever first occurs ("Commencement Date") and ending on the fifth anniversary of the Commencement Date, with four (4) successive five (5) year options to renew. If all options to renew are exercised, the term of this Site License will expire twenty five (25) years after the Commencement Date (as defined in the Site License).
3. The Land which is the subject of the Site License is described in Attachment 1 annexed hereto. That portion of the Land being leased to Licensee ("Premises") is described in Attachment 2 annexed hereto.

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

LICENSOR:

APT Kansas City, Inc., a Delaware corporation
D/b/a VoiceStream Wireless

By:

Name: John Bristow

Title: Manager of Implementation

Date:

LICENSEE:

AT&T Wireless PCS, LLC

By: AT&T Wireless Services, Inc., a
Delaware corporation d/b/a AT&T Wireless
Services

By:

Name: Ronald J. Ripper

Title: System Development Manager

Date:

STATE OF MISSOURI

COUNTY OF JACKSON

On _____, before me personally appeared Ronald J. Ripper, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

(SEAL)

My commission expires:

STATE OF KANSAS

COUNTY OF JOHNSON

On _____, before me personally appeared Ronald J. Ripper, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

(SEAL)

My commission expires:

ATTACHMENT 6

to the Site License dated _____, 2000, by and between APT Kansas City, Inc. d/b/a VoiceStream Wireless Corporation, as Licensor and AT&T Wireless PCS, LLC., by and through its manager AT&T Wireless Services, Inc., d/b/a AT&T Wireless Services, as Licensee.

OWNER'S CONSENT

(If required pursuant to Prime Lease)

FOR GOOD AND VALUABLE CONSIDERATION THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, OWNER HEREBY AGREES AND CONSENTS TO THE FOREGOING SITE LICENSE, INCLUDING BUT NOT LIMITED TO THE USES, RIGHTS-OF-WAY AND OTHER RIGHTS AND RESPONSIBILITIES THEREIN GRANTED TO LESSEE. OWNER ACKNOWLEDGES THAT THE WITHIN SITE SUBLEASE RUNS WITH THE LAND AND SHALL REMAIN IN FULL FORCE AND EFFECT FOR ITS ENTIRE TERM REGARDLESS OF ANY CHANGE IN OWNERSHIP OF THE LAND.

OWNER:

BY: _____

TITLE: _____

DATE: _____

ATTACHMENT 7

to the Site License dated _____, 2000, by and between APT Kansas City, Inc. d/b/a VoiceStream Wireless Corporation, as Licensor and AT&T Wireless PCS, LLC., by and through its manager AT&T Wireless Services, Inc., d/b/a AT&T Wireless Services, as Licensee.

PRIME LEASE

The Prime Lease is attached hereto.

C O P Y

SITE ID: A5D006
SITE NAME: Roeland Park Community CenterSITE AGREEMENT
(Kansas)

This Site Agreement ("Agreement") is entered into this 18th day of October, 1996, by and between the City of Roeland Park, Kansas, a municipal corporation, ("Owner") and APT Kansas City, Inc., a Delaware corporation, its successors and assigns, ("APT"), and provides for the granting and leasing of certain property interests on the following terms:

For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agrees as follows:

1. **PROPERTY.** The property interests hereby leased and granted by Owner ("Property") shall include the following [Check appropriate boxes]

- ☒ Real property comprised of approximately 900 square feet of land
- ☐ Building interior space comprised of approximately _____ usable square feet
- ☐ Building exterior space for attachment of antennas
- ☐ Building exterior space for placement of equipment
- ☐ Tower antenna space
- ☐ Space required for cable runs to connect equipment and antennas
- ☒ Non-exclusive easements required to run utility lines and cables
- ☒ Non-exclusive easement across Owners Property (hereinafter defined) for access
- ☐ Other

in or upon the Owner's real property ("Owner's Property") described on Exhibit "A" attached hereto and subject to the specifications shown and described on said Exhibit "A".

2. **TERM.** The term of this Agreement shall be that part of six (6) years commencing on the date designated in a notice that APT will deliver to Owner (the "Commencement Date Notice") as the date on which APT will take possession which, if possession occurs at all, shall be no later than November 15, 1996 ("Commencement Date") and terminating on December 31 following the fifth (5th) year anniversary of the Commencement Date (the "Term") unless otherwise terminated as provided in paragraph 10. If the Commencement Date Notice is not received by Owner by November 15, 1996 then neither party shall have any further rights or obligations under this Agreement.

3. **RENT.** APT's obligation to pay rent shall arise only upon delivery of the Commencement Date Notice. The rent for the initial Term shall be computed upon the basis of _____ per month, together with any applicable sales

tax. The rent shall be payable as follows:

Initial Payment of Rent:

On or before January 10, 2,001:

The Initial Payment of Rent shall be made within fourteen (14) days after delivery of the Commencement Date Notice by APT.

The rent for each Option Period (defined below) shall be [REDACTED] per month, increased, upon the commencement of the Option Period, by a percentage of [REDACTED] which shall be computed by multiplying the number of years in the then expiring term (whether the initial term or Option Period) times three percent (3%). During the each Option Period, APT shall pay Owner rent quarterly in advance on January 1, April 1, July 1 and October 1. Owner agrees to provide APT any information necessary to allow APT to make all rent payments through direct deposit or similar paperless transfer of funds.

Owner and APT agree that APT shall have the exclusive right to lease space on the Communications Tower to other users and to collect rent therefrom. Owner and APT further agree that Owner shall have the exclusive right to lease space to said other users for the location of such other users' ground based equipment. Owner and APT agree to cooperate with one another in determining a fair amount of cumulative rent to be charged to said other users.

APT and Owner further agree that Owner shall have the right, free of rent but at Owner's expense, to locate Owner's antenna communication facilities on the Communications Tower at a mutually agreeable height which are necessary to providing services by Owner to the general public. In such event, Owner shall contact and cooperate with APT in determining placement of the antennas and for the purposes of gaining access to the Communications Tower.

4. **OPTION TERMS.** APT may extend the term of the Agreement five (5) additional five (5) year Option Periods (individually, an "Option Period" and collectively, the "Option Periods"). APT shall have elected to extend the term for each successive Option Term unless it gives Owner written notice of its intention not to extend at least thirty (30) days prior to the expiration of the then-current term.
5. **USE.** APT may use the Property for the purpose of installing, removing, replacing, maintaining and operating a communications facility generally in accordance with Exhibit "A" subject to such modifications and alterations as may result from changes or improvements in technology (collectively, the "Communications Facility"), provided that APT shall not be required to occupy the Property. The manner in which the Communications Facility may be attached to any rooftop location shall be subject to the prior approval of Owner. Owner shall provide APT with twenty-four (24) hour, seven (7) day a week year around access to the Property. APT will pay all real and personal property taxes assessed against the Communications Facility and the separate parcel of real property leased to APT hereunder and shall also timely pay all increases in real property taxes on Owner's Property which are imposed as a direct result of the placement

of the Communications Facility upon Owner's Property. APT will not allow any mechanics' or materialmen's liens to be placed on the Property as a result of its work on the Property.

APT, its agents and contractors, are hereby granted the right, at its sole cost and expense, to enter upon the Owner's Property and conduct such studies as APT deems necessary to determine the Property's suitability for APT's intended use. These studies may include surveys, soil tests, environmental evaluations, radio wave propagation measurements, field strength tests and such other analyses and studies as APT deems necessary or desirable. Owner shall cooperate with APT and execute all documents required to permit APT's intended use of the Property in compliance with zoning, land use, and for building regulations. Owner hereby appoints APT as its agent and attorney-in-fact for the limited purpose of making such filings and taking such actions as are necessary to obtain any desired zoning and/or land use approvals.

6. **UTILITIES.** Payment for electric service and for telephone or other communication services to the Communications Facility shall be APT's responsibility. Owner agrees to cooperate with APT in its efforts to connect the Communications Facility to existing utility service at APT's expense.
7. **REMOVAL OF COMMUNICATIONS FACILITY.** All personal property and trade fixtures of APT shall be removed by APT upon the termination of this Agreement.
8. **INSURANCE.** APT shall maintain commercial general liability insurance insuring APT against liability for personal injury, death or damage to personal property arising out of use of the Property by APT, with combined single limits of not less than One Million and No/ 100 Dollars (\$1,000,000.00). Said policy shall also name as additional insureds Owner, Johnson County, Kansas Parks and Recreation District, the owner of the Sports Dome, and the County of Johnson County, Kansas, and shall include loss of revenue coverage in the amount of Two Hundred Fifty Thousand and No/ 100 Dollars (\$250,000.00) Any excess umbrella coverage provided to APT will also be shown on the certificate of insurance. APT shall also maintain fire and extended coverage insurance insuring APT's personal property for its full insurable value (subject to reasonable deductibles). Owner shall maintain commercial general liability insurance insuring Owner against liability for personal injury, death or damage to personal property arising out of its ownership, use and management of the Owner's Property by Owner or its agents, with combined single limits of not less than One Million and no/100 Dollars (\$1,000,000). Owner shall also maintain fire and extended coverage insurance insuring Owner's Property for its full insurable value (subject to reasonable deductibles). Any policy required to be obtained pursuant to this Section 8 shall contain a Waiver of Subrogation in favor of the other party hereto.
9. **CONDITION OF PROPERTY.** Owner represents that the Owner's Property and all improvements thereto, including the proposed use of the Property by APT pursuant to this Agreement, are in compliance with all building, life/safety, and other laws of any governmental or quasi-governmental authority.
10. **TERMINATION.** This Agreement may be terminated by APT immediately upon giving written notice to Owner, if APT cannot obtain all governmental certificates, permits, licenses or other approvals (collectively, "Approval") required and/or any easements required from any third party; any Approval is canceled, terminated, expired or lapsed; Owner fails to deliver any required non-disturbance agreement or subordination

agreement; Owner breaches a representation or warranty contained in this Agreement; Owner fails to have proper ownership of the Property and/or authority to enter into this Agreement; or APT determines that the Owner's Property contains substances of the type described in Section 12 of this Agreement. Further, this Agreement may be terminated by APT at any time in its sole discretion by giving thirty (30) days written notice thereof to Owner. In such case, APT shall not be entitled to any refund of rent theretofore paid to Owner pursuant to the terms of this Agreement. In no event shall a termination of this Agreement by APT constitute a waiver of APT's rights under Paragraph 16 of this Agreement. Owner may terminate this Agreement, after notice and right to cure as provided in Section 15, if APT fails to comply with the conditions of any Special Use Permit granted by Owner to APT authorizing the use of the Property for APT's Communications Facility.

11. **INDEMNITY.** APT indemnifies Owner and holds Owner harmless from any and all costs (including reasonable attorney's fees and expenses) and claims, actions, damages, obligations, liabilities and liens which arise out of (a) the breach of this Agreement by APT, and (b) the use or occupancy of the Property by APT. Owner indemnifies APT and holds APT harmless from any and all costs (including reasonable attorney's fees and expenses) and claims of liability or loss which arise out of (a) the breach of this Agreement by owner and (b) the intentional actions of Owner.
11. **HAZARDOUS SUBSTANCES.** Owner warrants that Owner has no knowledge of any substance, chemical, or waste on the Owner's Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Owner shall hold APT harmless from and indemnify APT against any damage, loss, expense, response costs, or liability, including consultant fees and attorneys' fees resulting from the presence of hazardous substances on, under or around the Owner's Property or resulting from hazardous substances being generated, stored, disposed of, or transported to, on, under, or around the Owner's Property as long as the hazardous substances were not generated, stored, disposed of, or transported by APT or its employees, agents or contractors.
12. **CASUALTY/CONDEMNATION.** If any portion of the Owner's Property or Communications Facility is damaged by any casualty and such damage adversely affects APT's use of the Property, or if a condemning authority takes any portion of the Owner's Property and such taking adversely affects APT's use of the Owner's Property, this Agreement shall terminate as of the date of the casualty or the date the title vests in the condemning authority, as the case may be if APT gives written notice of the same within thirty (30) days after APT receives notice of such casualty or taking. The parties shall be entitled to make claims in any condemnation proceeding for the value of their respective interests in the Property (which for APT may include, where applicable, the value of the Communications Facility, moving expenses, prepaid rent, and business dislocation expenses). Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.
13. **WAIVER OF LANDLORD'S LIEN.** To the extent permitted by law, Owner hereby waives any and all lien rights it has or may have, statutory or otherwise, concerning the Communications Facility or any portion thereof which shall be deemed personal property for the purposes of this Agreement, regardless of whether or not the same is deemed real or personal property under applicable law.
14. **QUIET ENJOYMENT.** APT, upon paying the rent, shall peaceably and quietly have,

hold and enjoy the Property. If, as of the date of execution of this Agreement or hereafter, there is any mortgage, or other encumbrance affecting Owner's Property, then Owner agrees to obtain from the holder of such encumbrance an Agreement that APT shall not be disturbed in its possession, use and enjoyment of the Property. Owner shall not cause or permit any use of Owner's Property which interferes with or impairs the quality of the communication services being rendered by APT from the Property. Except in cases of emergency, Owner shall not have access to the Property unless accompanied by APT personnel.

15. **DEFAULT.** Except as expressly limited hereby, Owner and APT shall each have such remedies for the default of the other party hereto as may be provided at law or equity following written notice of such default and failure to cure the same within fifteen (15) days.

16. **MISCELLANEOUS.**

- a. Owner represents and warrants that Owner has full authority to enter into and sign this Agreement and has good and marketable title to the Owner's Property.
- b. This Agreement supersedes all prior discussions and negotiations and contains all agreements and understandings between the Owner and APT. This Agreement may only be amended in writing signed by all parties. Exhibits "A" through "B" are incorporated into this Agreement by reference.
- c. This Agreement may be signed in counterparts by the parties hereto.
- d. The terms and conditions of this Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of Owner and APT.
- e. The prevailing party in any action or proceeding in court to enforce the terms of this Agreement shall be entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.
- f. Owner shall contemporaneously herewith execute and acknowledge and deliver to APT for recording a Memorandum of this Agreement ("Memorandum") in the form of Exhibit "B".
- g. APT may assign this Agreement at any time with Owner's consent, which consent shall not be unreasonably withheld, provided, however, that such consent shall not be required for the pledge or mortgage of this Agreement to APT's lender or for the assignment or sublease of this Agreement to an affiliated entity of APT. As used herein, the term "affiliated entity" shall mean any person or entity that either directly or indirectly controls, is controlled by, or is under common control with APT or is the purchaser of substantially all of the operating assets of APT. As used in this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of APT, whether through ownership of voting securities, by contract or otherwise.
- g. Notices shall be in writing and sent by United States Mail, postage prepaid, certified or registered with return receipt requested or by any nationally recognized overnight courier service to the address set forth beneath the signature

of each party below. Any such notice shall be deemed given when deposited in the United States Mail or delivered to such courier service.

- h. This Agreement shall be construed in accordance with the laws of the state in which the Owner's Property is located.
- i. Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.
- k. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.
- l. Owner and APT each represent that they have not been represented by a real estate broker or other listing agent in this transaction. Each party ("Indemnifying Party") shall indemnify and hold the other party harmless from any claims for commission, fee or other payment by such broker or any other leasing agent claiming to have represented the Indemnifying Party herein.
- m. This Agreement, and the rights and obligations of both parties hereunder, is entirely contingent upon the Owner granting to APT a Special Use Permit to use the property leased hereunder for the purpose of a Communications Facility as contemplated in Section 5.

IN WITNESS WHEREOF, the parties hereto bind themselves to this Agreement on the day and year first written above.

OWNER

CITY OF ROELAND PARK, KANSAS

By: [Signature]
Print Name: JOHN WENDEL
Print Title: Mayor
Federal Tax ID No.: 48-60770251

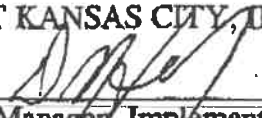
Address of Owner:
4600 West 51st Street
Roeland Park, Kansas 66205

Attest:

City Clerk

APT

APT KANSAS CITY, INC.

By: 

Its: **Manager, Implementation**

VP INFORMATION TECHNOLOGY - DAVID MCCARTHY

Address of APT:

**Real Estate Department
American Portable Telecom
P.O. Box 31793
Chicago, IL 69631-0793**

With a copy to:

**Blackwell Sanders
2300 Main, Suite 1100
Kansas City, MO 64108**

STATE OF KANSAS

SS

COUNTY OF JOHNSON

On this 18th day of October, 1996, before me appeared Jo Wendell to me personally known, who, being by me duly sworn (or affirmed) did say that she is the Mayor of the City of Roeland Park, Kansas, and that said instrument was signed and behalf of said City by authority of its City Council and said Jo Wendell acknowledged said instrument to be the free act and deed of said City.

[Signature]
Notary Public -Kansas

My commission expires:

July 20, 1999
[Seal]

STATE OF ILLINOIS

SS

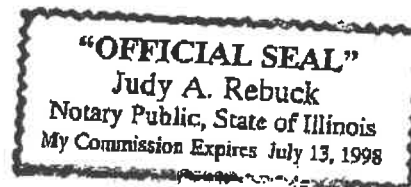
COUNTY OF Cook

On this 18th day of October, 1996, before me appeared David McCarthy to me personally known, who, being by me duly sworn (or affirmed) did say that he is the Vice president of APT KANSAS CITY, INC., and that said instrument was signed on behalf of said corporation by authority of its board of directors (or trustees) and said David McCarthy acknowledged said instrument to be the free act and deed of said corporation.

[Signature]
Notary Public -Illinois

My commission expires:

July 13, 1998
[Seal]



SITE ID: A5D006
SITE NAME: Roeland Park Community Center

EXHIBIT "A"
TO
SITE AGREEMENT

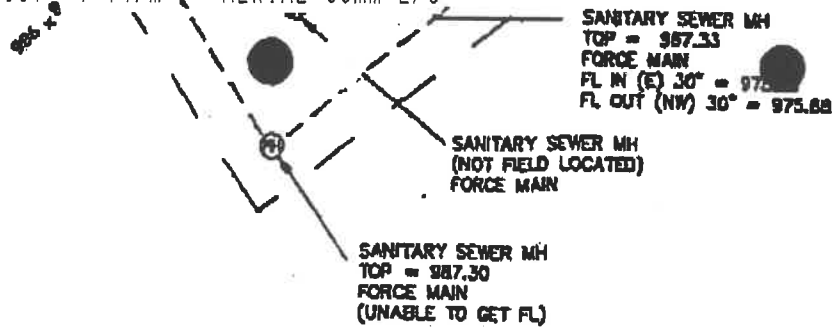
SKETCH AND DESCRIPTION OF PROPERTY:

See attached Exhibit A-1.

LEGAL DESCRIPTION OF OWNER'S PROPERTY:

See attached Exhibit A-2

It is agreed by Owner and APT that the precise legal description for the Owner's Property will be corrected, if necessary, and that the correct legal description may be placed on this Exhibit "A" by APT.



October 18, 1989
SURVEYOR'S CERTIFICATE

I, Robert P. Hurley, a Kansas Registered Land Surveyor do hereby certify as of the date set forth above that I have made a careful survey of a tract of land being more particularly described as follows:

All that part of the Northwest Quarter of Section 4, Township 12, Range 25, in the City of Roseland Park, Johnson County, Kansas, more particularly described as follows:

BEGINNING 100 feet East of the Southeast corner of the Northwest Quarter of the Northwest Quarter of said Section; THENCE West along the South line of said Quarter Quarter Section, 829.71 feet; THENCE North and parallel with the West line of said Section, 525 feet; THENCE East and parallel with the South line of said Quarter Quarter Section, 694.71 feet more or less; THENCE South and parallel with the West line of said Section, 80 feet; THENCE East and parallel with the South line of said Quarter Quarter Section, 275 feet; THENCE Southwesterly 466.60 feet to the point of beginning and containing 455,942 square feet or 10.4670 acres, more or less.

I further certify that said property is not located within an area identified by the Secretary of Housing and Urban Development as an area having a Zone Designation "A" - Special Flood Hazard, on Flood Insurance Rate Map No. 1-01, with date of identification of May 31, 1974 and revised June 30, 1976, for Community No. 200176B, in Johnson County, State of Kansas, which is the current Flood Insurance Rate map for the community in which said premises is situated.

Robert P. Hurley
Robert P. Hurley
Kansas Registered Land Surveyor No. 1050

NOTES:

1 A Title Commitment, indicating applicable easements has not been provided to us; Therefore all easements may not be shown hereon.

2 UTILITY WARNING

The underground utilities shown have been located from field survey information and existing drawings. The surveyor makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated although he does certify that they are located as accurately as possible from information available. The surveyor has not physically located the underground utilities.

3 PARKING SPACES

49 Standard Spaces
0 Hand-in-cap
49

Exhibit A-2



This instrument filed by
Security Land Title Company

92218 2699112

When recorded return to:

T, Kansas City
27 Clary Blvd.
Kansas City, MO 64129

SITE ID: ASD006

SITE NAME: Roeland Park Community Center

OK
SAH

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM evidences that a lease was made and is hereby entered into by written Site Agreement effective the 18 day October, 1996, between the City of Roeland Park, Kansas, a municipal corporation ("Owner"), whose address is as set forth below, and APT Kansas City, Inc., a Delaware corporation ("APT"), whose address is Real Estate Department, American Portable Telecom, P.O. Box 31793, Chicago, IL 60631-0793, the terms and conditions of which are incorporated herein by reference.

Such Site Agreement provides, in part, that Owner, for valuable consideration, leases to APT a part of that certain property owned by Owner which is described in Exhibit "A" attached hereto and incorporated herein for a term of five (5) years commencing on November 1, 1996, which term is subject to five (5) additional five (5) year option terms.

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

OWNER

CITY OF ROELAND PARK, KANSAS

By: [Signature]
Print Name: DAN WENDEL
Print Title: MAYOR
Federal Tax ID No.: 48-6057329

Address of Owner:
4600 West 51st Street
Roeland Park, Kansas 66205

APT

APT KANSAS CITY, INC.

By: [Signature]
Its: Manager - Implementation
VP INFORMATION TECHNOLOGY - DAVID MCCARTHY
Address of APT:

Real Estate Department
American Portable Telecom
P.O. Box 31793
Chicago, IL 69631-0793

STATE OF KANSAS } ss
COUNTY OF JOHNSON }
FILED FOR RECORD

1997 APR 30 P 3:08.6

SARA F. ULLMANN
REGISTER OF DEEDS

1900

With a copy to:

Blackwell Sanders
2300 Main, Suite 1100
Kansas City, MO 64108

STATE OF KANSAS

SS

COUNTY OF JOHNSON

On this 18th day of October, 1996, before me appeared Joan Wendell to me personally known, who, being by me duly sworn (or affirmed) did say that she is the Mayor of the City of Roeland Park, Kansas, and that said instrument was signed and behalf of said City by authority of its City Council and said Joan Wendell acknowledged said instrument to be the free act and deed of said City.

Gary R. Linn
Notary Public - Kansas

My commission expires:

July 20, 1999
[Seal]

STATE OF ILLINOIS

SS

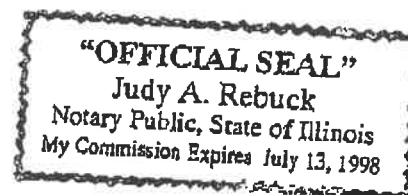
COUNTY OF COOK

On this 18th day of October, 1996, before me appeared David McCarthy to me personally known, who, being by me duly sworn (or affirmed) did say that he is the Vice president of APT KANSAS CITY, INC., and that said instrument was signed on behalf of said corporation by authority of its board of directors (or trustees) and said David McCarthy acknowledged said instrument to be the free act and deed of said corporation.

Judy A. Rebuck
Notary Public - Illinois

My commission expires:

July 13, 1998
[Seal]



SITE ID: A5D006
SITE NAME: Roeland Park Community Center

EXHIBIT "A"
TO
MEMORANDUM OF AGREEMENT

SKETCH AND DESCRIPTION OF PROPERTY:

See attached Exhibit A-1.

LEGAL DESCRIPTION OF OWNER'S PROPERTY:

See attached Exhibit A-2

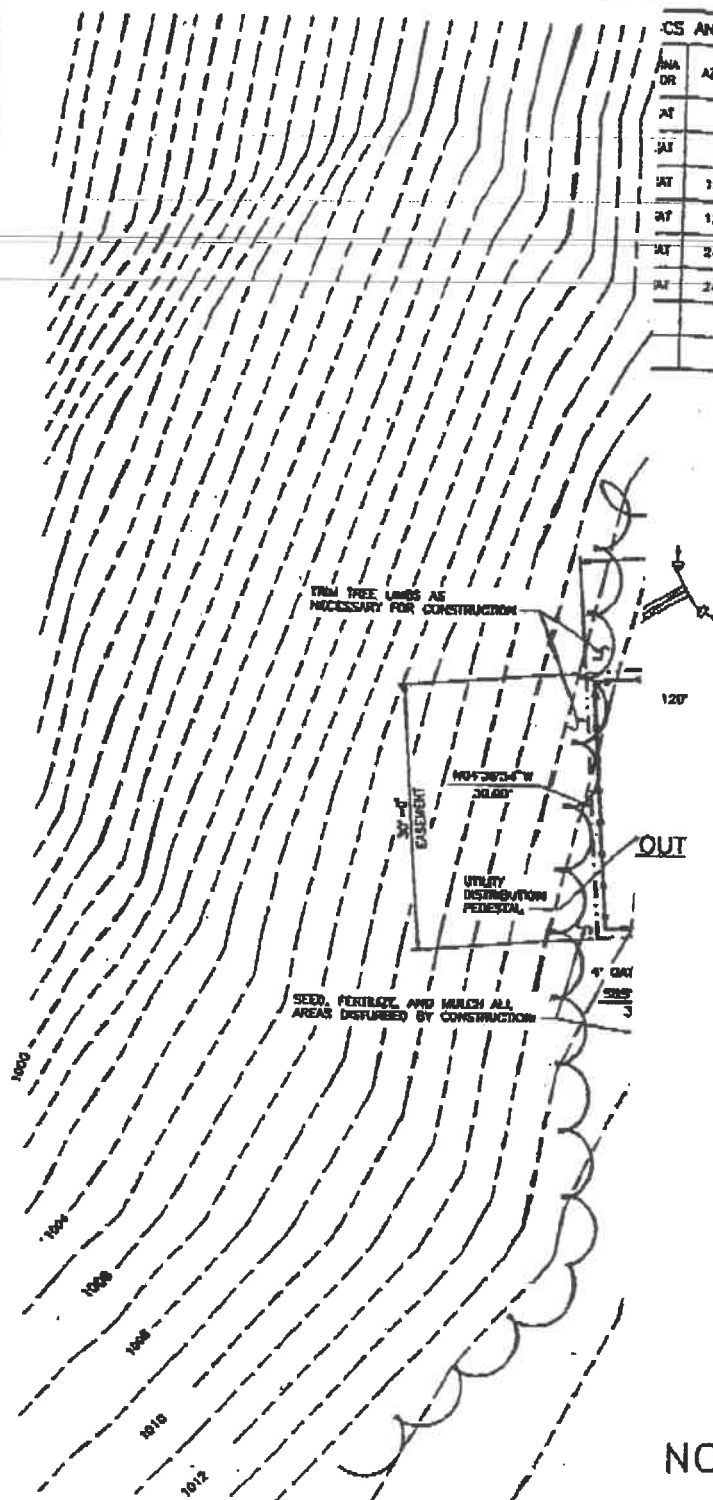
It is agreed by Owner and APT that the precise legal description for the Owner's Property will be corrected, if necessary, and that the correct legal description may be placed on this Exhibit "A" by APT.

CS ANTENNA KEY

ANTENNA OR	AZIMUTH	ELECTRICAL DOWNWILT	MECHANICAL DOWNWILT	HEIGHT TO THE TOP OF ANTENNA FROM GROUND LEVEL	CO-AXIAL FEEDER	SIZE	LENGTH
AT	0	0	0	165'-0"	1 5/8"	178'	
AT	0	0	0	165'-0"	1 5/8"	178'	
AT	120	0	0	165'-0"	1 5/8"	178'	
AT	120	0	0	165'-0"	1 5/8"	178'	
AT	240	0	0	165'-0"	1 5/8"	178'	
AT	240	0	0	165'-0"	1 5/8"	178'	

MINIMUM RF REQUIREMENTS

ANTENNA NUMBER	ANTENNA DIRECTION	AMPL. REQ.	AMPL. SUP.
A-1, A-2	0		15'
B-1, B-2	120		15'
C-1, C-2	240		15'



NOT TO BE USED FOR
CONSTRUCTION

ENLARGED
SCALE 1"=10'

0' 5' 10' 20' 30'
SCALE: 1"=10'-0"

REV	DATE	REVISION DESCRIPTION	BY	CHK	APP'D

ROELAND PARK COMMUNITY CENTER
CELL SITE ASD 006
SITE & UTILITIES PLAN

4850 ROSEWOOD
ROELAND PARK, KANSAS

SCALE: 1"=10'-0" DRAWING NUMBER: 1314-00000-000

Exhibit A-1

TOP = 567.33
FORCE MAIN
FL IN (E) 30" = 575.62
FL OUT (NW) 30" = 575.62

**SANITARY SEWER MH
(NOT FIELD LOCATED)
FORCE MAIN**

SANITARY SEWER MH
TOP - 987.30
FORCE MAIN
(UNABLE TO GET FL)

October 18, 1989
SURVEYOR'S CERTIFICATE

I, Robert P. Hurley, a Kansas Registered Land Surveyor do hereby certify as of the date set forth above that I have made a careful survey of a tract of land being more particularly described as follows:

All that part of the Northwest Quarter of Section 4, Township 12, Range 25, in the City of Roeland Park, Johnson County, Kansas, more particularly described as follows:

BEGINNING 100 feet East of the Southeast corner of the Northwest Quarter of the Northwest Quarter of said Section; **THENCE** West along the South line of said Quarter Quarter Section, 829.71 feet; **THENCE** North and parallel with the West line of said Section, 525 feet; **THENCE** East and parallel with the South line of said Quarter Quarter Section, 694.71 feet more or less; **THENCE** South and parallel with the West line of said Section, 80 feet; **THENCE** East and parallel with the South line of said Quarter Quarter Section, 275 feet; **THENCE** Southwesterly 466.50 feet to the point of beginning and containing 455,942 square feet or 10.4670 acres, more or less.

I further certify that said property is not located within an area identified by the Secretary of Housing and Urban Development as an area having a Zone Designation "A" - Special Flood Hazard, on Flood Insurance Rate Map No. 1-01, with date of identification of May 31, 1974 and revised June 30, 1978, for Community No. 200176B, in Johnson County, State of Kansas, which is the current Flood Insurance Rate map for the community in which said premises is situated.

Robert P. Hurley
Kansas Registered Land Surveyor No. 1050

NOTES:

- 1 A Title Commitment, indicating applicable easements has not been provided to us; Therefore all easements may not be shown hereon.

2 UTILITY WARNING

The underground utilities shown have been located from field survey information and existing drawings. The surveyor makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated although he does certify that they are located as accurately as possible from information available. The surveyor has not physically located the underground utilities.

3 PARKING SPACES

49 Standard Specimen
0 Hand-i-cap
49

Exhibit A-2

EXHIBIT A-1

ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 12, RANGE 25, IN THE CITY OF ROELAND PARK, JOHNSON COUNTY, KANSAS MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING 100 FEET EAST OF THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE WEST ALONG THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, 829.71 FEET; THENCE NORTH AND PARALLEL WITH THE WEST LINE OF SAID SECTION, 525 FEET; THENCE EAST AND PARALLEL WITH THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, 694.71 FEET MORE OR LESS; THENCE SOUTH AND PARALLEL WITH THE WEST LINE OF SAID SECTION, 80 FEET; THENCE EAST AND PARALLEL WITH THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, 275 FEET; THENCE SOUTHWESTERLY 466.50 FEET TO THE POINT OF BEGINNING; EXCEPT ANY PART IN STREETS AND ROADS AND EXCEPT THAT PART DESCRIBED AS FOLLOWS:

A TRACT OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 12 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE CITY OF ROELAND PARK, JOHNSON COUNTY, KANSAS, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 4, THENCE SOUTH 89 DEGREES 40 MINUTES 49 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, A DISTANCE OF 97.40 FEET; THENCE NORTH 00 DEGREES 52 MINUTES 12 SECONDS WEST, A DISTANCE OF 312.00 FEET; THENCE SOUTH 89 DEGREES 07 MINUTES 48 SECONDS WEST, A DISTANCE OF 114.60 FEET; THENCE NORTH 00 DEGREES 19 MINUTES 11 SECONDS WEST, A DISTANCE OF 214.11 FEET; THENCE NORTH 89 DEGREES 40 MINUTES 49 SECONDS EAST, AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, A DISTANCE OF 180.00 FEET; THENCE SOUTH 00 DEGREES 19 MINUTES 11 SECONDS EAST, A DISTANCE OF 80.00 FEET; THENCE NORTH 89 DEGREES 40 MINUTES 49 SECONDS EAST AND PARALLEL WITH SAID SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, A DISTANCE OF 275.00 FEET; THENCE SOUTH 17 DEGREES 08 MINUTES 46 SECONDS WEST, A DISTANCE OF 466.50 FEET TO A POINT LYING ON THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4; THENCE SOUTH 89 DEGREES 40 MINUTES 49 SECONDS WEST ALONG SAID SOUTH LINE, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

FOURTH AMENDMENT TO SITE AGREEMENT

THIS FOURTH AMENDMENT TO SITE AGREEMENT (the “Fourth Amendment”) is entered into this ____ day of _____, 2017, by and between CITY OF ROELAND PARK, a municipal corporation, with a mailing address of 4600 West 51st Street, Roeland Park, Kansas 66205 (“Owner”) and T-MOBILE USA TOWER LLC, a Delaware limited liability company, by and through CCTMO LLC, a Delaware limited liability company, its attorney in fact, with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 (collectively referred to as “Tenant”).

RECITALS

WHEREAS, Owner and APT Kansas City, Inc., a Delaware corporation (“Original Tenant”) entered into a Site Agreement dated October 18, 1996 (the “Original Agreement”) whereby Original Tenant leased certain real property, together with access and utility easements, located in Johnson County, Kansas (the “Property”), all located within certain real property owned by Owner (the “Owner’s Property”); and

WHEREAS, the Original Agreement was amended by that certain First Amendment to Site Agreement dated July 26, 2000, by that certain Second Amendment to Site Agreement dated October 17, 2001, and by that certain Third Amendment to Site Agreement dated October 19, 2009 (hereinafter the Original Agreement and all subsequent amendments are collectively referred to as the “Agreement”); and

WHEREAS, T-Mobile USA Tower LLC is currently the tenant under the Agreement as successor in interest to the Original Tenant; and

WHEREAS, the Property may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto; and

WHEREAS, the Agreement had an initial term that commenced on November 15, 1996, and expired on December 31, 2001. The Agreement provides for five (5) extensions of five years,

four (4) of which were exercised by Tenant. According to the Agreement, the final extension expires on December 31, 2026; and

WHEREAS, Owner and Tenant desire to amend the Agreement on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Owner and Tenant agree as follows:

1. Recitals; Defined Terms. The parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement. All references of the defined term “APT” in the Agreement are hereby deleted and “Tenant” is inserted in its place.

2. Renewal. Section 4 of the Original Agreement is hereby deleted in its entirety and the following is inserted in its place:

Tenant may extend the term of the Agreement for eight (9) additional extensions of five (5) years each, with the final extension expiring on December 31, 2036 (each extension is referred to as an “Option Period” and collectively, the “Option Periods”). Tenant shall have elected to extend the term for each successive Option Term unless it gives Owner written notice of its intention not to extend at least thirty (30) days prior to the expiration of the then-current term.

Owner and Tenant hereby acknowledge that Tenant has exercised the first four (4) Option Periods, leaving a balance of four (4) Option Periods.

3. Conditional Signing Bonus. Tenant will pay to Owner a one-time amount of Five Thousand and 00/100 Dollars (\$5,000.00) for the full execution of this Fourth Amendment (“Conditional Signing Bonus”). Tenant will pay to Owner the Conditional Signing Bonus within thirty (30) days of the full execution of this Fourth Amendment. In the event that this Fourth Amendment (and any applicable memorandum of amendment) is not fully executed by both Owner and Tenant for any reason, Tenant shall have no obligation to pay the Conditional Signing Bonus to Owner.

4. Eminent Domain. Notwithstanding anything in Section 12 of the Original Agreement to the contrary, if Owner receives notice of a proposed taking by eminent domain of

any part of the Property or the easements, Owner will notify Tenant of the proposed taking within five (5) days of receiving said notice and Tenant will have the option to: (i) declare this Agreement null and void and thereafter neither party will have any liability or obligation hereunder; or (ii) remain in possession of that portion of the Property and easements that will not be taken, in which event there shall be an equitable adjustment in rent on account of the portion of the Property and easements so taken. With either option Owner and Tenant shall have the right to contest the taking and directly pursue an award for their respective interests.

5. Owner's Cooperation. If requested by Tenant, Owner will execute, at Tenant's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Property, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Tenant in Tenant's absolute discretion to utilize the Property for the purpose of constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto. Owner agrees to be named applicant if requested by Tenant. Owner shall be entitled to no further consideration with respect to any of the foregoing matters.

6. Ratification.

a) Owner and Tenant agree that Tenant is the current tenant under the Agreement, the Agreement is in full force and effect, as amended herein, and the Agreement contains the entire agreement between Owner and Tenant with respect to the Property.

b) Owner and Tenant agree that any and all actions or inactions that have occurred or should have occurred prior to the date of this Fourth Amendment are approved and ratified and that no breaches or defaults exist as of the date of this Fourth Amendment.

c) Owner and Tenant represent to the other and warrant that each is duly authorized and has the full power, right and authority to enter into this Fourth Amendment and to perform all of its obligations under the Agreement as amended.

7. Notices. Tenant's notice address as stated in the Original Agreement is amended as follows:

TENANT'S PRIMARY CONTACT

T-Mobile USA Tower LLC
c/o Crown Castle USA Inc.
Attn: Legal – Real Estate Dept.
2000 Corporate Drive
Canonsburg, PA 15317

8. IRS Form W-9. Owner agrees to provide Tenant with a completed IRS Form W-9, or its equivalent if required, upon execution of this Fourth Amendment and at such other times as may be reasonably requested by Tenant. In the event the Owner's Property is transferred, the succeeding landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in the rent to the new landlord.

9. Remainder of Agreement Unaffected. The parties hereto acknowledge that except as expressly modified hereby, the Agreement remains unmodified and in full force and effect. In the event of any conflict or inconsistency between the terms of this Fourth Amendment and the Agreement, the terms of this Fourth Amendment shall control. This Fourth Amendment may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

[Execution Pages Follow]

This Fourth Amendment is executed by Owner as of the date first written above.

OWNER:
CITY OF ROELAND PARK,
a municipal corporation

By: _____
Print Name: _____
Title: _____

[Tenant Execution Page Follows]

This Fourth Amendment is executed by Tenant as of the date first written above.

TENANT:
T-MOBILE USA TOWER LLC,
a Delaware limited liability company

By: CCTMO LLC,
a Delaware limited liability company
Its: Attorney In Fact

By: _____
Print Name: _____
Title: _____

Space above this line for Recorder's Use

A.P.N. PF251204-1003

**Prior recorded document(s) in Johnson County, Kansas:
Recorded on April 30, 1997 at Book 5175, Pages 39-45**

WHEN RECORDED RETURN TO:

Prepared by:
Parker Legal Group, PC
600 West Broadway, Suite 700
San Diego, California 92101

**MEMORANDUM OF FOURTH AMENDMENT TO
SITE AGREEMENT**

This Memorandum of Fourth Amendment to Site Agreement is entered into this ____ day of _____, 2017, by and between CITY OF ROELAND PARK, a municipal corporation, with a mailing address of 4600 West 51st Street, Roeland Park, Kansas 66205 ("Owner") and T-MOBILE USA TOWER LLC, a Delaware limited liability company, by and through CCTMO LLC, a Delaware limited liability company, its attorney in fact, with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 (collectively referred to as "Tenant").

1. Owner and APT Kansas City, Inc., a Delaware corporation ("Original Tenant") entered into a Site Agreement dated October 18, 1996 (the "Original Agreement"), a memorandum of which was recorded on April 30, 1997, at Book 5175 Pages 39-45, whereby Original Tenant leased certain real property, together with access and utility easements, located in Johnson County, Kansas (the "Property"), all located within certain real property owned by Owner (the "Owner's Property"). The Owner's Property, of which the Property is a part, is more particularly described on Exhibit A attached hereto.

2. The Original Agreement was amended by that certain First Amendment to Site Agreement dated July 26, 2000, by that certain Second Amendment to Site Agreement dated October 17, 2001, and by that certain Third Amendment to Site Agreement dated October 19, 2009

(hereinafter the Original Agreement and all subsequent amendments are collectively referred to as the "Agreement").

3. T-Mobile USA Tower LLC is currently the tenant under the Agreement as successor in interest to the Original Tenant.

4. As set forth in the Original Agreement, the Property may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto.

5. The Agreement had an initial term that commenced on November 15, 1996, and expired on December 31, 2001. The Agreement provides for five (5) extensions of five (5) years, four (4) of which were exercised by Tenant (each extension is referred to as an "Option Period"). According to the Agreement, the final Option Period expires on December 31, 2026.

6. Owner and Tenant have entered into a Fourth Amendment to Site Agreement (the "Fourth Amendment"), of which this is a Memorandum, providing for two (2) additional Option Periods of five (5) years each. Pursuant to the Fourth Amendment, the final Option Period expires on December 31, 2036.

7. If requested by Tenant, Owner will execute, at Tenant's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Property, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Tenant in Tenant's absolute discretion to utilize the Property for the purpose of constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto. Owner agrees to be named applicant if requested by Tenant. Owner shall be entitled to no further consideration with respect to any of the foregoing matters.

8. In the event of any inconsistency between this Memorandum and the Fourth Amendment, the Fourth Amendment shall control.

9. The terms, covenants and provisions of the Fourth Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Owner and Tenant.

10. This Memorandum does not contain the social security number of any person.

11. A copy of the Fourth Amendment is on file with Owner and Tenant.

[Execution Pages Follow]

IN WITNESS WHEREOF, hereunto and to duplicates hereof, Owner and Tenant have caused this Memorandum to be duly executed on the day and year first written above.

OWNER:
CITY OF ROELAND PARK,
a municipal corporation

By: _____
Print Name: _____
Title: _____

[Acknowledgment Appears on Following Page]

ALL PURPOSE ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ }

On this ____ day of _____, 2017 before me _____ (notary public), personally appeared _____ (print name), who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (notary public)

(NOTARY SEAL)

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE **MUST** BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW.

Title of Document Type: Memorandum of Fourth Amendment to Site Agreement
Number of Pages _____ Date of Document _____

[Tenant Execution Page Follows]

TENANT:
T-MOBILE USA TOWER LLC,
a Delaware limited liability company

By: CCTMO LLC,
a Delaware limited liability company
Its: Attorney in Fact

By: _____
Print Name: _____
Title: _____

[Acknowledgment Appears on Following Page]

State of Texas

County of _____

Before me, _____, a Notary Public, on this day personally appeared _____ of **CCTMO LLC**, a Delaware limited liability company, as Attorney in Fact for **T-MOBILE USA TOWER LLC**, known to me (or proved to me on the oath of _____ or through driver's license, state id card, resident id card, military id card, or passport) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she/he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2017.

(Personalized Seal)

Notary Public's Signature

EXHIBIT A

(Legal Description of Owner's Property)

THE FOLLOWING DESCRIBED LOTS, TRACTS OR PARCELS OF LAND, LYING, BEING AND SITUATED IN THE COUNTY OF JOHNSON AND STATE OF KANSAS, TO WIT:

ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 12, RANGE 25, IN THE CITY OF ROELAND PARK, JOHNSON COUNTY, KANSAS MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING 100 FEET EAST OF THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE WEST ALONG THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, 829.71 FEET; THENCE NORTH AND PARALLEL WITH THE WEST LINE OF SAID SECTION, 525 FEET; THENCE EAST AND PARALLEL WITH THE SOUTH LINE OF SAID QUARTER SECTION, 694.71 FEET MORE OR LESS; THENCE SOUTH AND PARALLEL WITH THE WEST LINE OF SAID SECTION, 80 FEET; THENCE EAST AND PARALLEL WITH THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, 275 FEET; THENCE SOUTHWESTERLY 466.50 FEET TO THE POINT OF BEGINNING.

TAX ID NO: PF251204-1003

ADDRESS: 4848 ROSEWOOD, ROELAND PARK, KS 66205

ALSO DESCRIBED AS:

A PARCEL OF LAND LOCATED IN THE STATE OF KANSAS, COUNTY OF JOHNSON, WITH A SITUS ADDRESS OF 4850 ROSEWOOD DR, ROELAND PARK, KS 66205-1106 CURRENTLY OWNED BY CITY OF ROELAND PARK HAVING A TAX ASSESSOR NUMBER OF PF251204-1003 AND BEING THE SAME PROPERTY MORE FULLY DESCRIBED AS 4-12-25 BG 100' E SE CR NW 1/4 NW 1/4 W 829.71' N 525' E 694.71' S 80' E 275' SW 466.50' TO POB EX 2.97 AC 7.03 ACS M/L RPC 80A BTAO 4137 0.

Item Number: DISCUSSION ITEMS- II.-11.
Committee 8/7/2017
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 8/4/2017
Submitted By: Keith Moody
Committee/Department: Admin.
Title: **Discuss Grading, Retaining Wall and Sanitary Sewer Work at the Rocks (est. time 10 min.)**
Item Type: Discussion

Recommendation:

Staff is looking for direction from Council on how to proceed with improvements at the old pool site.

Details:

The initial cave stabilization contract with Pyramid was based on a preliminary grading design. As the project has progressed a final grade has been established, this influenced the wall design/quantities as well as brought to light the need to relocate the sanitary sewer which crosses the SW section of the site. The Council originally approved a maximum contract amount of \$1.15 million, this covered the base contract for stabilization of \$820,000 plus \$330,000 to cover possible additional rock excavation and retaining wall. No additional rock excavation was required.

Pricing for the sanitary sewer work, final grading, and retaining wall installation have been provided by Pyramid Construction as well as Kissick Construction to ensure pricing is competitive. Shafer Kline and Warren secured the pricing and the difference was insignificant (\$16,000). Continuing this work under the same contractor is preferred, this eliminates opportunity for finger pointing should an error or failure occur.

We estimate \$1.175 million in TIF3 funds being available through the end of the TIF (February 2018).

A revised grading plan for lot 2 which limits cover over the existing sanitary sewer to not more than 20' has been presented to Johnson County Waste Water. They indicate that a new manhole would still be required (the existing manhole that would need to be extended is made of brick and cannot be added to), along with service stubs for each lot and possibly some concrete encasement of a section of the existing clay sewer, the estimated sanitary sewer costs of this approach are \$81,500. Johnson County Wastewater is investigating whether a pipe lining approach could be used vs. concrete encasement, which could reduce the estimated cost by \$7,500.

The retaining wall cost for this revised grading approach dated July 25, 2017 is estimated at \$242,000. The retaining wall and associated grading west of the wall helps to form the final picture for buyers, but it is possible that the wall limits how a buyer may use the land or the buyer could have to modify the wall.

Additional Grading costs are included in the retaining wall costs. \$79,500 is the cost of grading the area west of the wall and excavates behind the wall for the reinforced zone over excavation. Not installing the wall at this time but grading the access road would reduce the grading costs to approximately \$32,000.

The cost of installing an underground storm water detention facility (on lot 4) to serve all four lots is estimated to cost \$263,000. This improvement will add value to lots 1, 2, and 3. Detention is a requirement for the other lots and having it centralized free's up space on each of the other lots (which are already tight). The location of the detention is dictated by the topography, lot 4 is the only location that will work for a regional facility that serves all four lots, and lot 4 is the least valuable lot with the least potential for a business use, it will likely serve as overflow parking. The parking can be located on top of the underground detention.

The sewer work is a must do. This leaves \$273,500 of the \$1.175 in TIF funds to either do the retaining wall or the storm water detention. From an engineers perspective the storm water project is the logical investment as the funds invested do not limit the design of the other 3 lots. Constructing the wall is advantages in that it creates a finished grade (good for marketing), it does however limit design of lot 2 and 3.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Additional Information

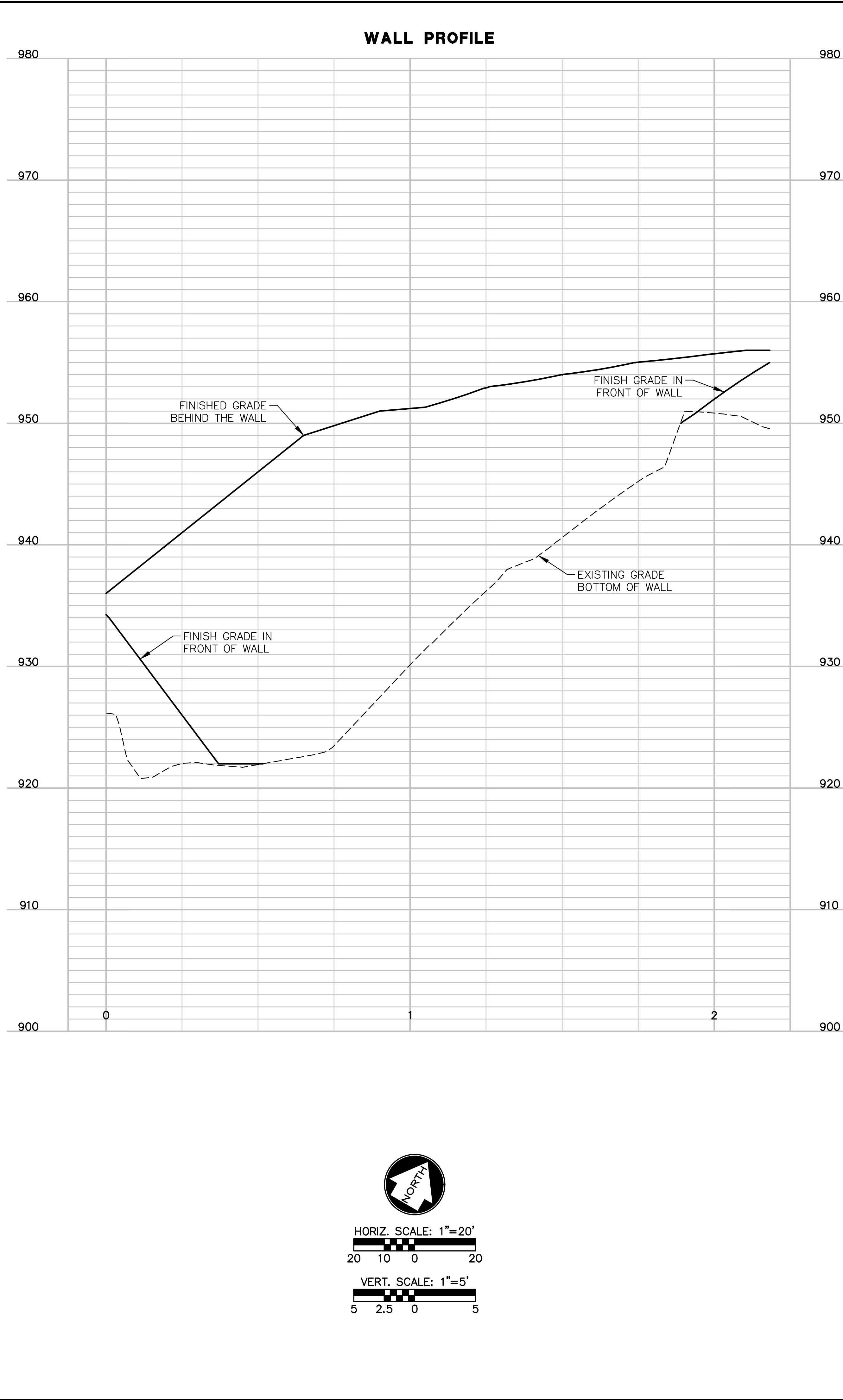
Based upon meeting with KCPL on 8-4-17 cost to lower 10 conduit underground bank power line is over \$600k. Lowering the duct could reduce cover of the sewer and lower the grade of the connecting drive between lot 2 and lot 3. But the cost is simply beyond the resources available and is greater than the savings associated with avoiding work on the sewer.

ATTACHMENTS:

Description	Type
▣ Grading and Wall Plan	Cover Memo
▣ Revised Grading Plan- Avoids Sewer Relocation	Cover Memo

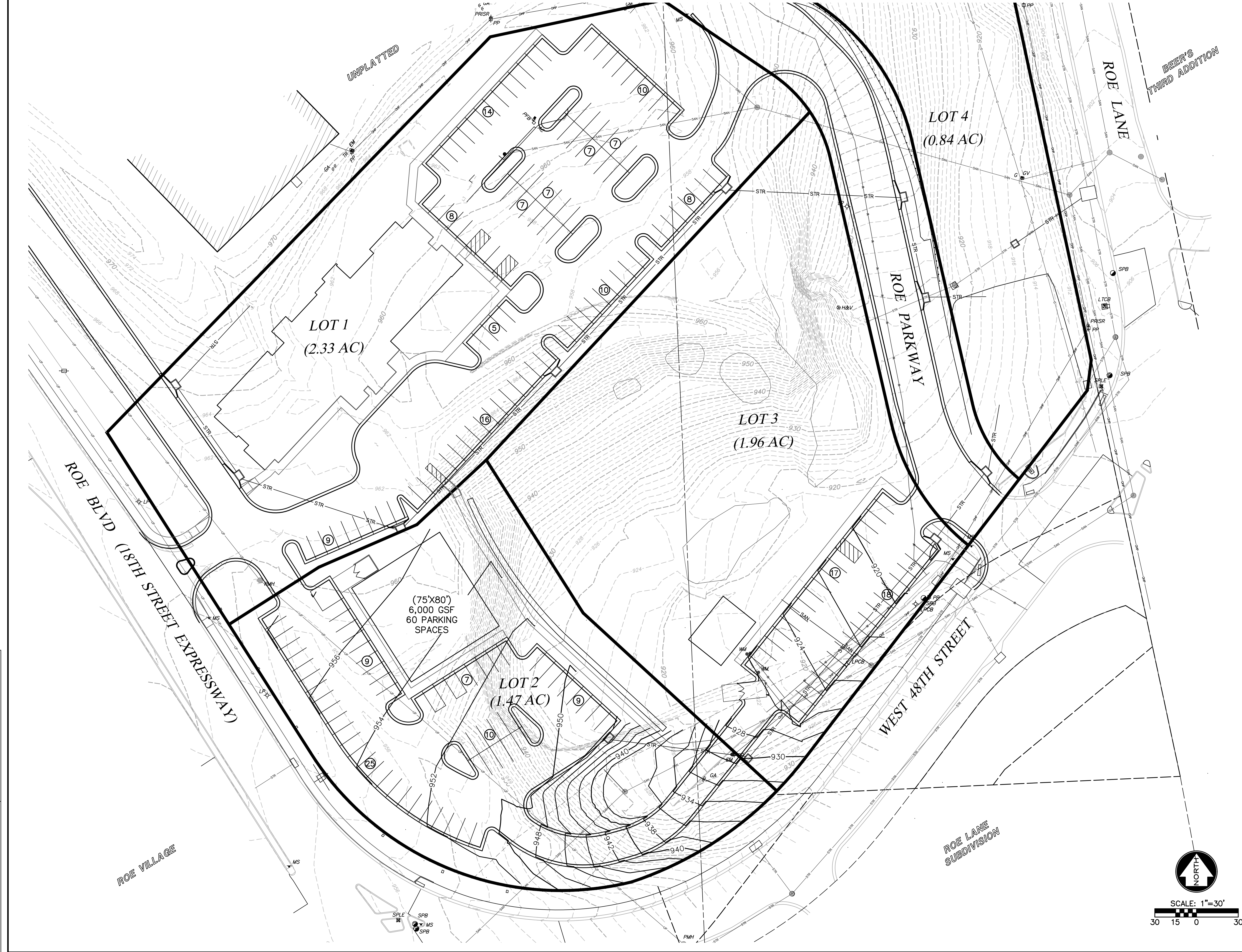
- ▣ Sewer Cost Estimate
- ▣ Storm Detention Costs

Cover Memo
Cover Memo



THE ROCKS ROELAND PARK, KANSAS	 SHAFER, KLINE & WARREN 11250 Corporate Avenue Lenexa, KS 66219-1392 913.888.7800 FAX: 913.888.7868 SURVEYING ENGINEERING CONSTRUCTION	INTERIM GRADING PLAN
130099--220 SHEET NO. 1 OF 1		

L: 130099-220_CAD\DESIGN\130099-220 BAS - 07 25 17 OPT.DWG	
LAYOUT: LAYOUT1	DATE: 7/25/2017
XREF DWG1: NONE	
XREF DWG2: NONE	
XREF DWG3: NONE	
XREF DWG4: NONE	



130099-220		THE ROCKS		SHAFER, KLINE & WARREN		SKW		Designed By: _____		5	
SHEET NO. 1		ROELAND PARK, KANSAS		11250 Corporate Avenue		Lenexa, KS 66219-1392		Drawn By: _____		4	
		JULY 25, 2017 EXHIBIT		913.888.7800 FAX: 913.888.7868		SURVEYING ENGINEERING CONSTRUCTION		Checked By: _____		3	
								Issue Date: 07/25/2017		2	
										1	
										REV.	
										DATE	
										REVISIONS	
										BY	
										APPRO	
										COPYRIGHT © - 2017-SHAFER, KLINE & WARREN INC.	

SHAFER, KLINE & WARREN, INC.

11250 Corporate Avenue

Lenexa, Kansas 66219

(913) 888-7800

DATE: 8/4/2017

REVISED:

REVISED:

City of Roeland Park, KS**The Rocks - Sanitary Sewer Estimate - Original Alignment, Additional Fill****Project Number 130099-220****PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST**

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	MOBILIZATION	LS	1	\$4,500.00	\$4,500.00
2	CONNECTION TO EXISTING W/ BYPASS PUMPING	LS	1	\$20,000.00	\$20,000.00
3	5' DIAMETER MANHOLE	EACH	1	\$15,000.00	\$15,000.00
4	6" PVC SDR 26	LF	120	\$100.00	\$12,000.00
5	CONCRETE ENCASEMENT	LF	155	\$100.00	\$15,500.00
6	REMOVE EXISTING MH AND HAUL OFF	EACH	1	\$600.00	\$600.00
7	COMPACTION TESTING FOR JCW	EACH	2	\$900.00	\$1,800.00
8	JCW MAINTENANCE BOND	LS	1	\$1,400.00	\$1,400.00
SUBTOTAL					\$70,800.00
15% CONTINGENCY					\$10,620.00
*TOTAL					\$81,420.00

*TOTAL PROJECT COSTS AND CONSTRUCTION COSTS PROVIDED HEREIN ARE MADE ON THE BASIS OF ENGINEER'S EXPERIENCE AND QUALIFICATIONS AND REPRESENT THE ENGINEER'S BEST JUDGMENT. HOWEVER, THE ENGINEER CANNOT AND DOES NOT GUARANTEE THAT BIDS OR ACTUAL TOTAL PROJECT OR CONSTRUCTION COSTS WILL NOT VARY FROM THE ESTIMATE OF PROBABLE CONSTRUCTION COST. THIS ESTIMATE IS INTENDED TO ASSIST IN BUDGETARY ASSESSMENT AND DOES NOT GUARANTEE THAT ACTUAL PROJECT COSTS WILL NOT EXCEED OR BE LOWER THAN THE AMOUNTS STATED IN THIS ESTIMATE.

SHAFER, KLINE & WARREN, INC.
11250 Corporate Avenue
Lenexa, Kansas 66219
(913) 888-7800

DATE: 3/22/2017
REVISED: 7/28/2017
REVISED: 8/4/2017

City of Roeland Park, KS
The Rocks - Underground Detention (for all Lots) on Lot 4
Project Number 130099-220

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	SITE DEMOLITION (PAVING, CURB, STORM, ETC.)	LS	1	\$10,000.00	\$10,000.00
2	STRIPPING	CY	200	\$5.00	\$1,000.00
3	EMBANKMENT (ASSUMES 15% FILL FACTOR)	CY	500	\$8.00	\$4,000.00
4	EROSION CONTROL	LS	1	\$4,000.00	\$4,000.00
5	UNDERGROUND DETENTION (INCLUDES EXCAVATION)	CF	27,000	\$7.00	\$189,000.00
6	CURB INLET / CONTROL STRUCTURE	EA	1	\$8,000.00	\$8,000.00
7	STORM SEWER PIPE	LF	110	\$80.00	\$8,800.00
8	CONNECT TO EXISTING STRUCTURE	EA	1	\$2,000.00	\$2,000.00
9	SEEDING	LS	1	\$1,500.00	\$1,500.00
SUBTOTAL					\$228,300.00
15% CONTINGENCY					\$34,245.00
*TOTAL					\$262,545.00

*TOTAL PROJECT COSTS AND CONSTRUCTION COSTS PROVIDED HEREIN ARE MADE ON THE BASIS OF ENGINEER'S EXPERIENCE AND QUALIFICATIONS AND REPRESENT THE ENGINEER'S BEST JUDGMENT. HOWEVER, THE ENGINEER CANNOT AND DOES NOT GUARANTEE THAT BIDS OR ACTUAL TOTAL PROJECT OR CONSTRUCTION COSTS WILL NOT VARY FROM THE ESTIMATE OF PROBABLE CONSTRUCTION COST. THIS ESTIMATE IS INTENDED TO ASSIST IN BUDGETARY ASSESSMENT AND DOES NOT GUARANTEE THAT ACTUAL PROJECT COSTS WILL NOT EXCEED OR BE LOWER THAN THE AMOUNTS STATED IN THIS ESTIMATE.

Item Number: DISCUSSION ITEMS- II.-12.
Committee 8/7/2017
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 8/7/2017
Submitted By: Jose Leon, Director of Public Works
Committee/Department: Public Works
Title: **Discussion of Sink Holes near 57th & Roeland Drive**
Item Type: Discussion

Recommendation:

To discuss the sink holes in the rear yards of 5641 and 5635 Roeland Drive.

Details:

On Thursday, July 27th the City was made aware of sink holes which appeared in the rear yards of 5641 and 5635 Roeland Drive. Staff met with the property owners immediately after and had orange fencing placed around the sink holes. Staff requested A-1 Septic to assist with the inspection of the failed line and the upstream and down stream lines as well, to ensure no other failures had happened.

Staff has directed Larkin, Lamp, Ryneerson to develop preliminary cost estimates to remove and replace the sections of pipe which may need to be fixed. The total cost for the three segments are approximately \$360,300.00 and staff has identified this money coming out of Special Infrastructure Fund (300) to pay for this work. Staff believes the City can still use much of the 2008-2009 engineering and plans to complete this work, although some extra engineering may be necessary.

How does item relate to Strategic Plan?

n/a

How does item benefit Community for all Ages?

n/a

Additional Information

The location of the failed corrugated metal pipe (CMP) is within the boundary's of the RC12-018 project. The RC12-018 project was 2008-2009 a County SMAC project which the City received 75% funding to improve the deteriorated stormwater infrastructure and remove homes from the flood plain. The project received large opposition from the neighborhood and the City decided to abandon the project completely. Staff has attached the Preliminary Engineering Study (PES) to the agenda item for the governing body's reference.

ATTACHMENTS:

Description	Type
 Preliminary Cost Estimates	Backup Material
 2008-2009 Preliminary Engineering Study	Backup Material
 Picture 1	Backup Material
 Picture 2	Backup Material
 Picture 3	Backup Material



LARKIN
LAMP RYNEARSON

9001 State Line Road Suite 200
Kansas City Missouri 64114
(816) 361-0440 www.LRA-inc.com

Project Cost Estimate
Roeland Drive and 57th Street Storm Sewer
Alternate 1
City of Roeland Park, Kansas
Larkin Lamp Rynearson

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Total
1	Mobilization	L.S.	1	\$ 3,000.00	\$ 3,000.00
2	Clearing, Grubbing, Demolition	L.S.	1	\$ 4,500.00	\$ 4,500.00
3	Inlet (Area) (7'x3')	Ea.	2	\$ 5,500.00	\$ 11,000.00
4	Junction Box (6'x6')	Ea.	1	\$ 5,000.00	\$ 5,000.00
5	Pipe (51"x31" RCPA)	L.F.	164	\$ 265.00	\$ 43,460.00
6	Concrete Walk (4")	S.F.	130	\$ 6.50	\$ 845.00
7	Fence Replacement	L.F.	50	\$ 32.00	\$ 1,600.00
8	Flowable Fill	C.Y.	40	\$ 145.00	\$ 5,800.00
9	Seeding, Fertilizing, and Mulching	L.S.	1	\$ 1,700.00	\$ 1,700.00
10	Temporary Erosion Control	L.S.	1	\$ 2,800.00	\$ 2,800.00
11	Traffic Control	L.S.	1	\$ 1,000.00	\$ 1,000.00
12	Construction Staking	L.S.	1	\$ 1,500.00	\$ 1,500.00
Subtotal:					\$ 82,205.00
Contingency (15%)					\$ 12,330.75
Total Construction Cost					\$ 94,535.75
Engineering and Survey					\$ 14,250.00
Construction Administration and Observation					\$ 8,550.00
Total Project Cost					\$ 117,335.75



LARKIN
LAMP RYNEARSON

9001 State Line Road Suite 200
Kansas City Missouri 64114
(816) 361-0440 www.LRA-inc.com

Project Cost Estimate
Roeland Drive and 57th Street Storm Sewer
Alternate 2
City of Roeland Park, Kansas
Larkin Lamp Rynearson

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Total
1	Mobilization	L.S.	1	\$ 3,500.00	\$ 3,500.00
2	Clearing, Grubbing, Demolition	L.S.	1	\$ 5,000.00	\$ 5,000.00
3	Inlet (Area) (6'x4')	Ea.	1	\$ 5,500.00	\$ 5,500.00
4	Junction Box (6'x6')	Ea.	1	\$ 5,000.00	\$ 5,000.00
5	Pipe (36" RCP)	L.F.	512	\$ 130.00	\$ 66,560.00
6	Fence Replacement	L.F.	110	\$ 32.00	\$ 3,520.00
7	Seeding, Fertilizing, and Mulching	L.S.	1	\$ 4,650.00	\$ 4,650.00
8	Temporary Erosion Control	L.S.	1	\$ 3,200.00	\$ 3,200.00
9	Traffic Control	L.S.	1	\$ 1,000.00	\$ 1,000.00
10	Construction Staking	L.S.	1	\$ 1,500.00	\$ 1,500.00
Subtotal:					\$ 99,430.00
Contingency (15%)					\$ 14,914.50
Total Construction Cost					\$ 114,344.50
Engineering and Survey					\$ 17,250.00
Construction Administration and Observation					\$ 10,300.00
Total Project Cost					\$ 141,894.50

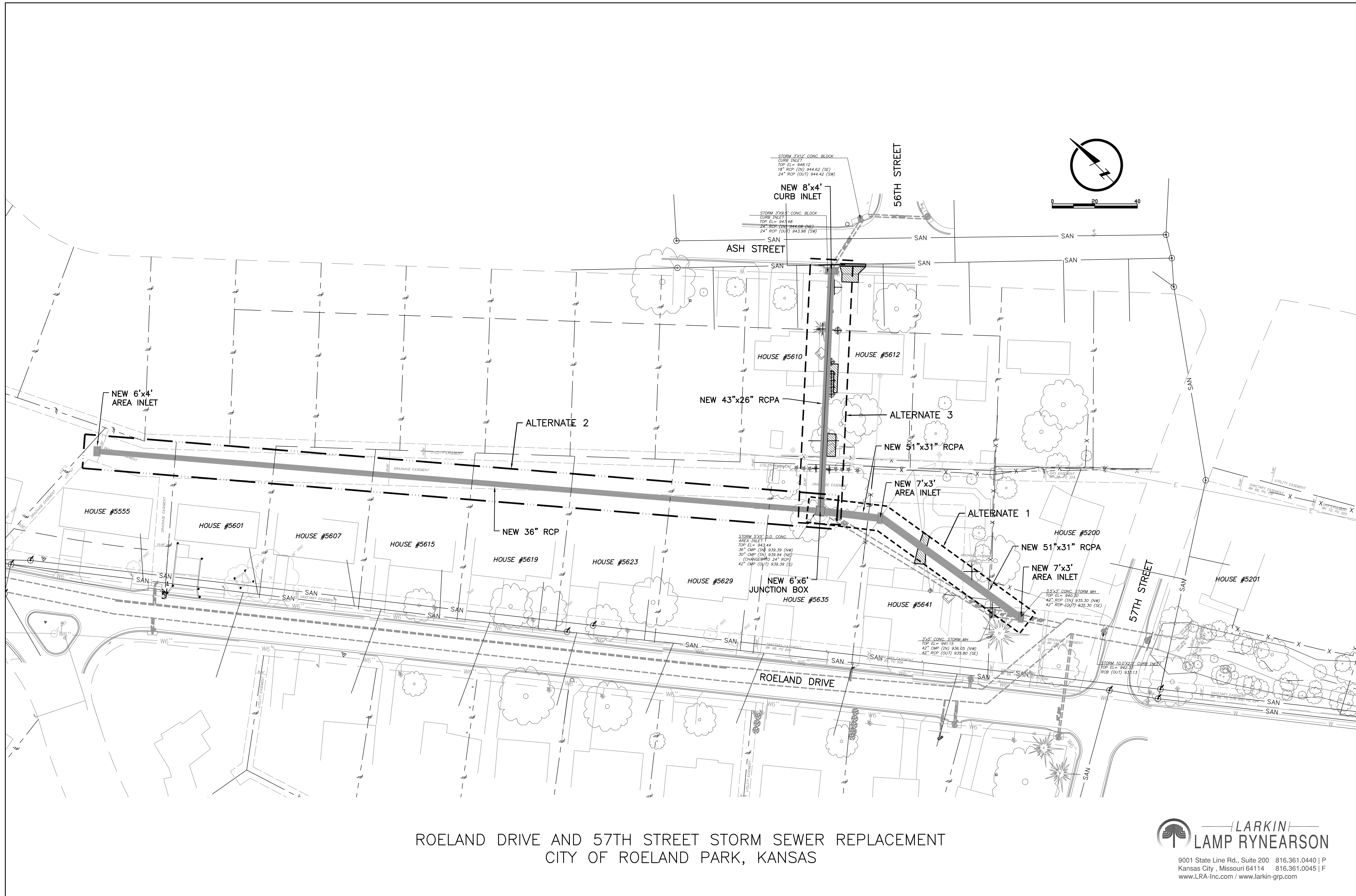


LARKIN
LAMP RYNEARSON

9001 State Line Road Suite 200
Kansas City Missouri 64114
(816) 361-0440 www.LRA-inc.com

Project Cost Estimate
Roeland Drive and 57th Street Storm Sewer
Alternate 3
City of Roeland Park, Kansas
Larkin Lamp Rynearson

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Total
1	Mobilization	L.S.	1	\$ 3,000.00	\$ 3,000.00
2	Clearing, Grubbing, Demolition	L.S.	1	\$ 4,500.00	\$ 4,500.00
3	Inlet (Curb) (8'x4')	Ea.	1	\$ 5,750.00	\$ 5,750.00
4	Junction Box (6'x6')	Ea.	1	\$ 5,000.00	\$ 5,000.00
5	Pipe (43"x26" RCPA)	L.F.	170	\$ 220.00	\$ 37,400.00
6	Pipe (8" DIP)	L.F.	18	\$ 145.00	\$ 2,610.00
7	Curb and Gutter (Type C)	L.F.	18	\$ 30.00	\$ 540.00
8	Driveway (Concrete) (6")	S.Y.	16.5	\$ 75.00	\$ 1,237.50
9	Concrete Patio (4")	S.F.	180	\$ 6.50	\$ 1,170.00
10	Fence Replacement	L.F.	85	\$ 32.00	\$ 2,720.00
11	Seeding, Fertilizing, and Mulching	L.S.	1	\$ 1,400.00	\$ 1,400.00
12	Temporary Erosion Control	L.S.	1	\$ 2,750.00	\$ 2,750.00
13	Traffic Control	L.S.	1	\$ 1,000.00	\$ 1,000.00
14	Construction Staking	L.S.	1	\$ 1,500.00	\$ 1,500.00
Subtotal:					\$ 70,577.50
Contingency (15%)					\$ 10,586.63
Total Construction Cost					\$ 81,164.13
Engineering and Survey					\$ 12,500.00
Construction Administration and Observation					\$ 7,400.00
Total Project Cost					\$ 101,064.13



ROELAND DRIVE AND 57TH STREET STORM SEWER REPLACEMENT
CITY OF ROELAND PARK, KANSAS

Preliminary Engineering Report

SMAC Project
RC-12-018



January 14, 2008

Larkin No. KC07-0098.0300



Prepared By



LARKIN GROUP

9200 Ward Parkway, Ste. 400
Kansas City, Missouri 64114
Ph. 816.361.0440

Preliminary Engineering Report

For

SMAC Project RC-12-018 (Cooper Creek) Roeland Park, Kansas

January 14, 2008

Larkin Group Project No. KC07-0098-03

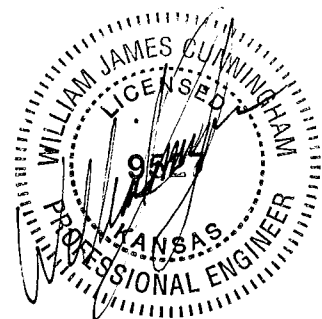


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I. EXECUTIVE SUMMARY

This report contains a feasibility study for the Stormwater Management Advisory Council (SMAC) Project RC-12-018 for the City of Roeland Park, Kansas. The project is located roughly between Nall Ave on the west, and Ash Avenue on the east, between West 55th Street on the north and Johnson Drive on the south. This project involves Cooper Creek, a partially enclosed tributary of Rock Creek. This project has received a SMAC Benefit Rating Factor of 310 see Table II-3.

At the downstream end of the project, the existing 6' X 5.5' Reinforced Concrete Box (RCB) culvert under Johnson Drive has been replaced with a double 8' x 6' RCB as a part of the East Gateway project. The new RCB has capacity to convey one percent (100 year) flood event. The Roeland Park project will begin north of this project and will utilize those improvements.

Project Improvement Description:

Beginning at the lower end of the project, the open channel between Johnson Drive and 57th Street shall be improved by utilizing bioengineering techniques to stabilize and enhance the natural channel.

Between 57th Street and 55th Street there is an existing 10' x 4' reinforced concrete box (RCB). This RCB has capacity to carry the one percent (100-year) flood event flows. While this structure has the necessary capacity, the limitation of this system is at the entrance to the box. The geometric configuration of this structure and the limited height of fill over the opening do not allow the box to fill to capacity. The resulting overflows run onto Nall Avenue and 55th Street causing flooding along Roeland Drive. There are 12 homes within the project area that have reported street flooding or high water in their yards, and 8 of these homes reporting flooding in their home.

Several alternatives were considered in producing a recommended improvement for the project area. The alternatives were reviewed for their impact to the surrounding areas, construction costs, and function.

The opinion of probable cost for the recommended alternative of this improvements project is \$1,315,000. If this project is accepted in the SMAC program, the City of Roeland Park will be responsible for \$328,750 (twenty five percent of probable cost) and Johnson County would participate in the amount of \$986,250 (seventy five percent of probable cost).

II. General

II-A. Background

Project RC-12-018 is located in the Rock Creek Watershed in Roeland Park, Kansas roughly between 55th Street and Johnson Drive from Nall Avenue to Ash Avenue.

This Preliminary Engineering Study (PES) evaluates the need for storm water improvements to correct flooding problems in this area. The improvements at the downstream section of Cooper Creek have been designed and presently are under construction. This PES will identify the existing drainage problems, evaluate alternatives to correct these problems, and make recommendations for improvements. These improvements will only affect flooding problems within the project limits; problems elsewhere in the drainage area will not be affected by these improvements.

The proposed improvements within this drainage area should not affect the community of Mission, Kansas, located at the upstream and downstream limits of this project. The drainage area and its runoff characteristics will not be altered by these improvements, and the volume of runoff will remain unchanged. The point of discharge into Mission will remain the same as existing, which is the newly constructed box culvert completed as a part of the East Gateway project in Mission, Kansas at Johnson Drive.

The entire proposed project is within the city limits of Roeland Park, although part of the drainage area, west of Maple Street, is located in Mission, Kansas.

II-B. Existing Conditions

The drainage area for this study is located in a residential area. It is generally located between 51st Street on the north, Johnson Drive on the south, Horton Street on the west, and Sherwood Street on the east. The project area is located between Maple Street on the west, and Ash Street on the east, between West 55th Street on the north and Johnson Drive on the south. The drainage area slopes from northwest to southeast and is comprised of approximately 282.8 acres.

Questionnaires were sent to homeowners along the open channel as part of Johnson County's Northeast Watershed Study. The homes located downstream of 55th Street to the Johnson Drive received this questionnaire. Of the twelve residents that responded eight reported flooding in their homes and six of these homes were flooded during the October 4, 1998 flood. Additionally, all

twelve homeowners reported yard and street flooding. Table II-1 summarizes the reported flooding and erosion problems in the project area.

Table II-1
HOMES WITH REPORTED FLOODING

NO.	RESIDENT	COMPLAINT DESCRIPTION
1	5515 Nall Avenue	The homeowner reported flooding before, during, and after the October 1998 flood, indicating the home flooded six times in five years through doors, walls, and floor drains. Also reported was erosion of the property and problems with trash and debris in the channel.
2	5507 Roeland Drive	The homeowner reported flooding before and during the October 1998 flood, indicating the home flooded three times in five years through floor drains.
3	5601 Roeland Drive	The homeowner reported flooding since the October 1998 flood. The home has flooded six times in the past five years.
4	5606 Roeland Drive	The homeowner reported flooding during the October 1998 flood in which water entered the home through doors, floors drains, walls, and windows. No flooding problems have occurred since the October 1998 storm at this property.
5	5635 Roeland Drive	The homeowner reported flooding before and during the October 1998 flood, with water entering the home once in the past five years through floor drains. The homeowner reported the property and neighborhood has flooded once in the past five years.
6	5635A Roeland Drive	The homeowner located behind 5635 Roeland Drive indicated the home has flooded six times in the past five years through doors, floors, walls, floor drains, and window wells. The homeowner reported the property and neighborhood has flooded six times within the past five years.
7	5543 Roeland Drive	The homeowner reported flooding problems in their home as well as street flooding.
8	5200 57 th Street	Water enters the house through a window.
9	5519 Roeland Drive	Street floods in front of the house.
10	5545 Roeland Drive	Street floods in front of the house.
11	5555 Roeland Drive	Street floods in front of the house.
12	5641 Roeland Drive	Street floods in front of the house.

This proposed project will be reviewed by the Stormwater Management Advisory Council (SMAC) and its merits will be weighed against other projects in the Johnson County area. A rating system has been devised by SMAC that gives a point value to various flood events such as number of houses flooded, street flooding that causes emergency vehicles to be rerouted, and erosion and other damage caused by the flood waters. A severity and frequency multiplier is used on these factors to come up with a total rating for the project. The minimum number to be eligible for SMAC funding is 100. Using the data mentioned previously in this report and completing the Flood Problem Rating Table, the project receives 310 points. Table II-3 shows how this number was obtained.

Table II-2
FLOODING BASED ON CALCULATIONS

<u>Houses</u>	<u>Design Storm</u>	
	<u>10 percent</u>	<u>1 percent</u>
5515 Nall Avenue		X
5606 Roeland Drive		X
5601 Roeland Drive		X
5507 Roeland Drive		X
5635 Roeland Drive		X
5635A Roeland Drive		X
5543 Roeland Drive		X
5200 57 th Street		X
<u>Streets</u> (> 7" in roadway)		
5515 Nall Avenue	X	X
5606 Roeland Drive		X
5601 Roeland Drive		X
5507 Roeland Drive	X	X
5635 Roeland Drive		X
5545 Roeland Drive		X
5519 Roeland Drive		X
5545 Roeland Drive		X
5555 Roeland Drive		X
5641 Roeland Drive		X

"X" indicates Flooding

Table II-3

Johnson County Stormwater Management Plan
Flood Problem Rating Table

City: Roeland Park Basin & Watershed: Blue River – Rock Creek

Location: Area between 55th Street and 57th Street from Maple Street to Ash Avenue (RC-12-018)

Description of Problem: Flooding of homes, streets, yards and drainage structures.

Flood Problem Rating

Factor #	Factor Description	Eliminates Factor	Rating Points	Frequency Multiplier	Severity Multiplier	Total Points
1	Loss of Life		40			
2	Flooding of habitable building	3	40	2	3	240
3	Flooding of garages and outbuildings	2	20			
4	Flooding of arterial street of more than 7 inches	5, 6, 7	30			
5	Flooding of collector street of more than 7 inches	4, 6, 7	25			
6	Flooding of residential street of more than 7 inches	4, 5, 7	20	2	1.5	60
7	Widespread or long-term ponding in streets	4, 5, 7				
8	Erosion threatens habitable buildings, utilities, street bridges	9	30			
9	Erosion significant in unmaintained areas	8	10			
10	Erosion causes imminent drainage structure collapse	11, 12	30			
11	Erosion causes marginal drainage structure collapse	10, 12	15			
12	Erosion causes failure of drainage structure	10, 11	10			
13	Other cities receiving benefits		20			
14	Other cities contributing to flooding problem		10	1		10
	Project Total Points					310
	Estimated Total Project Cost (Recommended Alternative)					\$1,315,000
	Priority Rating = Total Project Cost/Total Points					4,242

Applies to #	Frequency Multiplier	Multiplier Value
2-7	One time in ten years or by 6 to 10-to 100-year design storm	1
2-7	Two times in ten years or by 5- to 10-year design storm	2
2-7	Three or more times in 10 years or less than under 5-year design	3
13,14	One city receiving benefit	1
13,14	Two cities receiving benefit	2
13,14	Three or more cities receiving benefit	3

Applies to #	Severity Description	Multiplier Value
1	Number of known deaths *=1 for each death	8
2,3	1-5 buildings flooded historically or by 100-year design storm	1
2,3	6-9 buildings flooded historically or by 100-year design storm	2
2,3	10 or more buildings flooded historically or by 100-year design storm	3
4,5,6	Restricts emergency vehicles	1.5
8	Nuisance erosion creates maintenance problems	1
8	Moderate erosion, failure of structure or facility within next 5 years possible	2
8	Severe erosion, failure of structure or facility imminent	3
10-12	Collapse causes flooding of land by 100-year design storm	1
10-12	Collapse causes flooding of garages/outbuildings by 100-year design storm	1.5
10-12	Collapse causes 1-3 habitable buildings to be flooded	2
10-12	Collapse causes 4-6 habitable buildings to be flooded	3
10-12	Collapse causes more than 6 habitable buildings to be flooded	4

Table II-3, Continued COMMENTS

- Factor NO. 2** See Table II-2 House Flooding based on calculation and Figure 2 Existing Conditions for RC-12-018.
- Factor NO. 6** Roeland Drive floods during the one percent (100-year) design flow. This makes it very possible that emergency vehicle movement would be restricted in this area. Thus, the severity description 1.5 has been applied.
- Factor NO. 14** There are total of 161 acres of land in Mission, Kansas that drain into the RC-12-018 study area. Therefore this part of Mission contributes to the flooding problems in Roeland Park.

II-C Drainage System Description

The streets in this area are improved streets having curb and gutter. The drainage area for this study is located in a residential area.

Figure 2 provides a schematic diagram of the existing storm drainage system. The most downstream end of the study area is located at the north side of Johnson Drive near Roeland Drive. South of the open channel, a new double 8' x 6' RCB is being constructed. Upstream of the proposed RCB, the existing unimproved open channel runs for nearly 1000 feet behind the houses on Roeland Drive and Ash Street. At the south side of West 57th Street an existing 10' x 5' RCB runs under West 57th Street which then reduces to 10' x 4' RCB. It continues upstream approximately 1740 feet first under 57th Street and then curving on to Roeland Drive and then under 55th Street and daylight 20 feet north of 55th Street. At the upstream end of this RCB an area of 126 acres drain to this RCB and all this area is located in the City of Mission. The trapezoidal channel upstream of the RCB is marginally adequate to convey the one percent (100-year) flow. The channel is overtopped by the one percent (100-year) flow of 546 CFS. In reviewing the AIMS topography, for about 300 feet upstream of the RCB entrance, it appears that a small berm (providing 3 feet elevation difference between channel flow line and top of berm) has been graded along the east bank of the concrete channel. The houses to the east of the channel (houses located on the west side of Nall) have backyards that slope from the channel towards the house and are marginally protected by the berm for the one percent (100-year) peak. The four marginally protected homes are located in Roeland Park. No assessment of the capacity of the channel further upstream into Mission has been conducted. The intersection of 55th Street and Nall Avenue and Roeland Drive south of this intersection have had more than 7" of water on the roadway during the one percent (100-year) storm.

There are four enclosed stormwater collection systems that feed the RCB near the upstream end (55th Street and Nall Avenue intersection). The first enclosed system on the Nall Avenue starts from 56th street to the junction box on the 55th street. There are six curb inlets at locations, draining an area of roughly 19 acres. This system is not adequate to capture 10 percent (10 year) flood event nor does it have pipe capacity to carry these flows. The second system runs along the north side of 55th Street east of Nall Avenue from intersection of 55th Street and Rosewood Street. This system has nine inlets and drains nearly 22 acres. Part of the runoff (around 17 cfs) from this drainage area runs along Ash Avenue south of 55th Street as described by the AIMS topography. The third enclosed system runs along 55th street west of Nall Avenue and all these drainage areas fall in the City of Mission. This system has 16 curb inlets along 55th street, 4 structures on Reeds Street and 4 structures on Maple Street. All these structures drain nearly 35 acres. The fourth system is at the intersection of 56th Street and Nall Avenue, this system has 8.5 acres and the pipe drains towards the intersection of 55th Street and Nall. These lateral systems are tributary to 55th Street & Nall Avenue intersection is not adequate to satisfy APWA criteria for the one percent (100-year) flows. The number of inlets on these four systems is not adequate to feed the pipes and the downstream section of the pipes on Nall Avenue and 55th Street (east of Nall) nor is these systems adequate to carry 10 percent (10 year) storm event.

Along Roeland Drive there are 11 curb inlets that drain nearly 22 acres directly into the 10' x 4' RCB. The upper half section of Roeland Drive can convey up to 150 CFS in the street without exceeding 7" at the crown of road and without flooding adjacent houses, and the lower part of the road can convey 100 CFS without exceeding 7" at the crown of road and without flooding adjacent houses. The excess overland flow from the 55th Street and Nall Avenue intersection, in combination with the gutter flow that will bypass the curb inlets along Roeland Drive, will exceed this allowable amount.

The enclosed system from the intersections of Rosewood and Ash Avenue and 56th Street and Ash Avenue and from the backyards of the houses on Roeland Park drain into the 10' x 4' RCB through a 36" RCP. This system has 6 curb inlets and 3 area inlets that collect stormwater from nearly 21 acres, in addition to 17 cfs coming from the system on 55th Street (east of Nall). Most of these enclosed systems are undersized and do not have enough inlets to contain the 10 percent (10-year) design flow.

II-D. Standards

The American Public Works Association (APWA) Design Criteria, Section 5600 will determine the design parameters for this project as stated in the Johnson County Stormwater Master Plan. It requires that a one percent annual occurrence storm (100-year) event overtops the crest of the roadway no more than 7 inches.

II-E. Utilities

The locations of utilities in the study area were estimated using the preliminary plans for storm drainage improvements generated in 1994 for the City. Sanitary sewer locations were obtained from Johnson County Unified Wastewater District GIS system. Utilities potentially in conflict with proposed improvements include water, sanitary, gas and electric.

II-F. Permits

A NPDES Land Disturbance Permit will be required because the construction of improvements will disturb more than one acre of land. A Department of the Army Corps of Engineers Section 404 permit will also be required for modification work on the RCB and the stabilization work within the open natural channel.

III. Summary of Findings

III-A. Project Limits

The drainage area for this study is located in a residential area. It is generally located between W 51st Street on the north, Johnson Drive on the south, Horton Street on the west, and Sherwood Street on the east. The project area is located between 55th Street and Johnson Drive on the north and south and Maple Street on the west and Ash Avenue on the east.

-B. Hydrology and Hydraulics

Using Johnson County AIMS mapping, it was determined that the total drainage area at the downstream end of the project (Johnson Drive) is approximately 282 acres. The time of concentration to the downstream end is 38.57 minutes. Peak flow for the 10 percent (10-year) storm at 57th Street is $Q_{10} = 429$ cubic feet per second (cfs) and for the one percent (100-year) storm is $Q_{100} = 1108$ cfs.

Furthermore, downstream of 57th Street, the AIMS topography suggests that most of the houses in Cooper Creek Watershed are outside the one percent (100 year) floodplain. Also, the engineering plans of Gateway Storm Drainage Improvement project as designed by Black & Veatch show one percent (100 year) hydraulic grade line (HGL) at 931.52 and headwall is 933.00 for the new double RCB under Johnson Drive. The capacity of new double 8' x 6' RCB will capture flows and in-turn will reduce the limits of One percent (100 year) floodplain between Roeland Drive and Ash Avenue.

The rational method as defined by APWA Design Criteria was used to define anticipated design flows. The variables in the equation are the runoff coefficient (C), time of concentration (T_C) as determined from the overland flow method, rainfall intensity (I) from the intensity-duration-frequency curves for Kansas City, "K" a dimensionless coefficient to account for antecedent precipitation, and the tributary drainage area (A). For this project the composite runoff coefficient used for the majority of the drainage basin is 0.51. The coefficient "K" for a 10 percent (10-year) storm is 1.0 and 1.25 for a one percent (100-year) storm.

Table III-1, III-2 lists the time of concentration (T_C), rainfall intensity (I), tributary drainage area (A), peak runoff resulting from a 10-year return frequency storm (Q_{10}), and peak runoff resulting from a one percent (100-year) return frequency storm (Q_{100}) for each pipe according to the diagram of the existing system shown on Figure 2 (back of report).

Table III-1**HYDROLOGIC DATA OF EXISTING SYSTEM**

Upstream Structure	Down-stream inlet	Tc	C	Sub area (ac)	100-Yr Flow (cfs)	Rainfall intensity (in)		Flow to Structure (cfs)		Structure Capacity (cfs)		Runoff Q (cfs)	
						10-Yr	100-Yr	10-Yr	100-Yr	10-Yr	100-Yr	10-Yr	100-Yr
OC	RCB	29.57	0.51	126.04	546.0	3.80	5.56	325.0	546.00	693.00	693.00	0.00	446.5
1	3	15.79	0.51	9.55	44.0	5.04	7.23	24.5	44.00	10.37	11.39	14.13	32.61
2	4	11.55	0.51	1.81	9.4	5.77	8.17	5.3	9.40	4.60	7.09	0.70	2.31
3	6	6.52	0.51	0.73	4.5	6.91	9.72	16.7	37.20	9.09	11.21	7.61	25.99
4	5	16.02	0.51	3.60	16.5	5.01	7.19	9.9	18.80	6.92	9.53	2.98	9.27
5	6	12.94	0.51	1.89	9.4	5.51	7.82	8.3	18.70	5.74	8.21	2.56	10.49
6	RCB	12.34	0.51	1.24	6.3	5.62	7.97	13.8	42.80	8.31	11.36	5.49	31.44
7	8	9.52	0.51	5.60	29.9	5.91	8.37	16.9	29.90	8.53	9.83	8.37	20.07
8	9	11.55	0.51	1.21	6.3	5.77	8.17	11.9	26.40	8.05	11.42	3.85	14.98
9	10	15.27	0.51	3.87	18.0	5.10	7.31	13.9	33.00	7.89	9.96	6.01	23.04
10	11	12.25	0.51	1.10	5.6	5.64	7.99	9.2	28.60	6.84	11.67	2.36	16.93
11	12	7.45	0.51	7.04	42.2	6.67	9.39	26.3	59.10	11.41	12.79	14.89	46.31
12	13	11.13	0.51	1.46	7.7	5.85	8.28	19.2	54.00	10.24	12.74	8.96	41.26
13	RCB	11.71	0.51	1.55	8.0	5.74	8.12	13.5	49.30	7.79	10.22	5.71	39.08
14	RCB	6.10	0.51	0.30	1.9	7.03	9.88	1.1	1.90	1.08	1.86	0.02	0.04
15	RCB	13.23	0.51	1.14	5.6	5.46	7.75	3.2	5.60	3.06	5.12	0.14	0.48
16	RCB	9.63	0.51	0.50	2.8	6.16	8.70	1.6	2.80	1.56	2.68	0.04	0.12
17	RCB	7.00	0.51	0.87	5.3	6.78	9.55	13.5	86.70	9.63	16.73	3.87	69.97
18	RCB	7.72	0.51	5.54	32.9	6.60	9.30	28.4	126.00	12.19	13.72	16.21	112.28
19	RCB	12.15	0.51	0.84	4.3	5.65	8.01	6.3	74.30	5.27	13.67	1.03	60.63
20	RCB	12.02	0.51	1.22	6.3	5.68	8.05	4.5	66.80	4.09	14.96	0.41	51.84
21	RCB	7.25	0.51	2.29	13.8	6.72	9.46	24.0	126.10	14.02	19.25	9.98	106.85
22	RCB	8.58	0.51	0.13	0.7	6.39	9.02	0.9	52.60	0.87	14.11	0.03	38.49
23	RCB	16.75	0.51	4.93	22.3	4.93	7.08	22.4	129.10	9.74	10.94	12.66	118.16
24	RCB	8.06	0.51	0.81	4.7	6.51	9.19	2.7	43.30	2.57	14.37	0.13	28.93
25	RCB	8.36	0.51	3.57	20.7	6.44	9.09	24.4	138.80	12.01	14.41	12.39	124.39
26	27	13.22	0.51	1.77	8.7	5.47	7.75	4.9	8.70	4.20	6.32	0.70	2.38
27	28	9.37	0.51	0.29	1.6	6.21	8.78	1.7	2.40	1.62	2.31	0.08	0.09
28	29	18.06	0.51	1.76	7.7	4.78	6.89	4.3	16.50	3.78	8.79	0.52	7.71
29	RCB	11.79	0.51	0.60	3.1	5.72	8.10	2.3	10.80	2.19	7.17	0.11	3.63
30	RCB	7.21	0.51	1.61	9.7	6.73	9.48	5.5	9.70	4.53	6.72	0.97	2.98
31	32	11.38	0.51	1.29	6.8	5.80	8.21	3.8	6.80	3.11	4.58	0.69	2.22
32	33	17.91	0.51	4.06	17.9	4.80	6.91	10.6	20.10	5.78	6.96	4.82	13.14
33	28	7.57	0.51	0.96	5.7	6.64	9.35	8.1	18.80	6.65	11.42	1.45	7.38

Upstream Structure	Down-stream inlet	Tc	C	Sub-area (ac)	100-Yr Flow (cfs)	Rainfall intensity (in)		Flow to Structure (cfs)		Structure Capacity (cfs)		Runoff Q (cfs)	
						10-Yr	100-Yr	10-Yr	100-Yr	10-Yr	100-Yr	10-Yr	100-Yr
34	35	11.03	0.51	3.24	17.1	5.87	8.30	9.7	17.1	5.54	6.75	4.16	10.35
35	SUMP	8.54	0.51	7.18	41.4	6.40	903	29.0	59.2	25.24	25.24	3.76	33.96
36	SUMP	7.89	0.51	0.68	4.0	6.56	9.24	6.1	33.9	25.24	25.24	0.00	7.76
37	RCB	6.57	0.51	2.21	13.7	6.90	9.71	7.8	13.70	6.34	9.36	1.46	4.34
38	39	13.36	0.51	2.60	12.8	5.44	7.72	7.2	12.80	6.07	8.94	1.13	3.86
39	UN	5.16	0.51	0.31	2.0	7.31	10.26	2.3	5.90	2.27	5.18	0.03	0.72
40	42	5.24	0.51	0.52	3.4	7.28	10.23	1.9	3.40	1.87	3.13	0.03	0.27
41	43	14.29	0.51	2.61	12.5	5.27	7.49	7.0	12.50	5.57	8.12	1.43	4.38
42	45	11.04	0.51	0.34	1.8	5.87	8.30	1.1	2.10	1.07	1.99	0.03	0.11
43	44	20.01	0.51	3.38	14.3	4.58	6.62	9.3	18.60	7.12	10.75	2.18	7.85
44	46	16.64	0.51	1.00	4.5	4.94	7.10	4.7	12.40	4.20	8.58	0.50	3.82
45	48	10.08	0.51	0.93	5.1	6.06	8.57	2.9	5.10	2.48	3.72	0.42	1.38
46	47	15.50	0.51	1.49	6.9	5.10	7.25	4.4	10.70	4.01	8.11	0.39	2.59
47	55	14.33	0.51	3.39	16.2	5.28	7.50	9.5	18.80	7.22	10.80	2.28	8.00
48	55	7.40	0.51	0.33	2.0	6.68	9.41	1.5	3.40	1.47	2.95	0.03	0.45
49	53	7.94	0.51	0.83	4.9	6.54	9.23	2.8	4.90	2.38	3.53	0.42	1.37
50	51	13.22	0.51	2.46	12.2	5.47	7.75	6.9	12.20	4.26	5.29	2.64	6.91
51	52	5.00	0.51	0.22	1.5	7.45	10.45	3.4	8.30	2.79	4.66	0.61	3.64
52	54	11.24	0.51	1.79	9.4	5.82	8.25	6.0	13.10	3.96	5.38	2.04	7.72
53	55	7.12	0.51	0.37	2.2	6.75	9.51	1.7	3.60	1.56	2.88	0.14	0.72
54	55	10.54	0.51	1.89	10.2	5.97	8.44	7.7	17.90	4.51	5.68	3.19	12.22
55	52	8.29	0.51	1.74	10.1	6.46	9.11	8.1	18.50	6.42	10.73	1.68	7.77
56	60	9.51	0.51	0.20	1.1	6.18	8.73	0.6	1.10	0.63	1.09	-0.03	0.01
57	58	11.73	0.51	3.19	16.5	5.73	8.12	9.3	16.50	5.00	5.83	4.30	10.67
58	59	5.32	0.51	0.17	1.1	7.25	10.19	5.0	11.80	3.62	5.41	1.38	6.39
59	61	11.46	0.51	2.26	11.8	5.78	8.19	8.0	6.40	4.69	4.19	3.31	2.21
60	62	10.13	0.51	0.62	3.4	6.05	8.55	1.9	3.40	1.77	2.80	0.13	0.60
61	62	11.99	0.51	1.61	8.3	5.68	8.05	8.0	10.40	4.68	5.21	3.32	5.19
62	63	11.78	0.51	2.19	11.3	5.72	8.11	9.7	16.60	5.10	5.88	4.60	10.72
63	RCB	12.80	0.51	1.03	5.2	5.54	7.85	7.5	15.80	4.57	5.84	2.93	9.96
64	OPEN CHAN	38.57	0.51	256.00	1103.6	3.80	5.56	429.0	788.0	693.00	693.00	0.00	95.00

Table III-2
Evaluation of Existing System

INLET/FLOW INFORMATION														10 YEAR					100 YEAR				
Structure Name	Inlet area	C	Tc	I10	Q10	I100	Q100	Curb Type	Inlet size	street slope	Qo	Qa	Inlet cap	cfs to inlet	to	Bypass Flow	Spread ft	cfs to inlet	Qo	Qa	Inlet cap	Bypass Flow	Spread ft
OC	126.0	0.51	29.57	3.80	2444.4	5.56	446.3	CH	33.75	0.014	0.86	51.94	51.94	546.0	RCB	494.06	50.88	546.0	0.86	51.94	492.0	54.00	63.78
1	9.55	0.51	15.79	5.04	24.5	7.23	44.0	B	8	0.021	0.69	11.59	10.37	24.5	3	14.16	19.81	44.0	0.69	11.59	11.39	32.63	24.66
2	1.81	0.51	11.55	5.77	5.3	8.17	9.4	B	10	0.021	0.69	13.94	4.60	5.3	4	0.72	11.17	9.4	0.69	13.94	7.09	2.34	13.84
3	0.73	0.51	6.52	6.91	2.6	9.72	4.5	B	8	0.021	0.69	11.59	9.09	16.7	6	7.65	8.50	37.2	0.69	11.59	11.21	25.94	10.51
4	3.60	0.51	16.02	5.01	9.2	7.19	16.5	B	8	0.021	0.69	11.59	6.92	9.9	5	3.00	13.71	18.8	0.69	11.59	9.53	9.31	17.07
5	1.89	0.51	12.94	5.51	5.3	7.82	9.4	B	6	0.021	0.69	9.25	5.74	8.3	6	2.58	11.16	18.7	0.69	9.25	8.21	10.53	13.83
6	1.24	0.51	12.34	5.62	3.6	7.97	6.3	B	8	0.021	0.69	11.59	8.31	13.8	RCB	5.47	9.60	42.8	0.69	11.59	11.36	31.40	11.89
7	5.60	0.51	9.52	5.91	16.9	8.37	29.9	B	6	0.017	0.77	10.28	8.53	16.9	8	8.34	17.91	29.9	0.77	10.28	9.83	20.07	22.19
8	1.21	0.51	11.55	5.77	3.6	8.17	6.3	B	8	0.017	0.77	12.89	8.05	11.9	9	3.85	9.99	26.4	0.77	12.89	11.42	14.95	12.38
9	3.87	0.51	15.27	5.10	10.1	7.31	18.0	B	6	0.017	0.77	10.28	7.89	13.9	10	6.02	14.75	33.0	0.77	10.28	9.96	23.03	18.36
10	1.10	0.51	12.25	5.64	3.2	7.99	5.6	B	8	0.017	0.77	12.89	6.84	9.2	11	2.35	9.56	28.6	0.77	12.89	11.67	16.96	11.84
11	7.04	0.51	7.45	6.67	23.9	9.39	42.2	B	8	0.017	0.77	12.89	11.41	26.3	12	14.88	20.42	59.1	0.77	12.89	12.79	46.33	25.25
12	1.46	0.51	11.13	5.85	4.4	8.28	7.7	B	8	0.017	0.77	12.89	10.24	19.2	13	8.99	10.78	54.0	0.77	12.89	12.74	41.30	13.35
13	1.55	0.51	11.71	5.74	4.5	8.12	8.0	B	6	0.017	0.77	10.28	7.79	13.5	RCB	5.73	10.94	49.3	0.77	10.28	10.22	39.11	13.55
14	0.30	0.51	6.10	7.03	1.1	9.88	1.9	B	7	0.010	1.00	15.10	1.08	1.1	RCB	0.00	7.05	1.9	1.00	15.10	1.86	0.03	8.71
15	1.14	0.51	13.23	5.46	3.2	7.75	5.6	B	10	0.010	1.00	20.20	3.06	3.2	RCB	0.12	10.58	5.6	1.00	20.20	5.12	0.52	13.11
16	0.50	0.51	9.63	6.16	1.6	8.70	2.8	B	8.5	0.010	1.00	17.65	1.56	1.6	RCB	0.01	8.12	2.8	1.00	17.65	2.68	0.09	10.05
17	0.87	0.51	7.00	6.78	3.0	9.55	5.3	B	8	0.010	1.00	16.80	9.63	13.5	RCB	3.85	10.36	86.7	1.00	16.80	16.73	69.97	12.81
18	5.54	0.51	7.72	6.60	18.6	9.30	32.9	B	8	0.015	0.82	13.72	12.19	28.4	RCB	16.18	19.03	126.0	0.82	13.72	13.72	112.25	23.54
19	0.84	0.51	12.15	5.65	2.4	8.01	4.3	B	8	0.015	0.82	13.72	5.27	6.3	RCB	1.01	8.85	74.3	0.82	13.72	13.67	60.59	10.97
20	1.22	0.51	12.02	5.68	3.5	8.05	6.3	B	9	0.015	0.82	15.11	4.09	4.5	RCB	0.45	10.20	66.8	0.82	15.11	14.96	51.88	12.64
21	2.29	0.51	7.25	6.72	7.8	9.46	13.8	B	12	0.015	0.82	19.27	14.02	24.0	RCB	10.00	13.76	126.1	0.82	19.27	19.25	106.81	17.01
22	0.13	0.51	8.58	6.39	0.4	9.02	0.7	B	8.5	0.015	0.82	14.41	0.87	0.9	RCB	0.00	4.60	52.6	0.82	14.41	14.11	38.52	5.70
23	4.93	0.51	16.75	4.93	12.4	7.08	22.3	B	6	0.015	0.82	10.94	9.74	22.4	RCB	12.65	16.33	129.1	0.82	10.94	10.94	118.12	20.34
24	0.81	0.51	8.06	6.51	2.7	9.19	4.7	B	9	0.015	0.82	15.11	2.57	2.7	RCB	0.12	9.21	43.3	0.82	15.11	14.37	28.89	11.39
25	3.57	0.51	8.36	6.44	11.7	9.09	20.7	B	8.5	0.015	0.82	14.41	12.01	24.4	RCB	12.37	16.00	138.8	0.82	14.41	14.41	124.40	19.79
26	1.77	0.51	13.22	5.47	4.9	7.75	8.7	AI	6	0.015	0.82	10.94	4.20	4.9	27	0.73	11.56	8.7	0.82	10.94	6.32	2.43	14.33
27	0.29	0.51	9.37	6.21	0.9	8.78	1.6	AI	6	0.015	0.82	10.94	1.62	1.7	28	0.03	6.16	2.4	0.82	10.94	2.31	0.12	7.62
28	1.76	0.51	18.06	4.78	4.3	6.89	7.7	AI	6	0.015	0.82	10.94	3.78	4.3	29	0.54	10.97	16.5	0.82	10.94	8.79	7.72	13.68
29	0.60	0.51	11.79	5.72	1.8	8.10	3.1	AI	6	0.015	0.82	10.94	2.19	2.3	RCB	0.10	7.84	10.8	0.82	10.94	7.17	3.65	9.71
30	1.61	0.51	7.21	6.73	5.5	9.48	9.7	B	10	0.032	0.56	11.29	4.53	5.5	RCB	0.99	10.47	9.7	0.56	11.29	6.72	3.00	12.94

Structure Name	Inlet area	C	Tc	I10	Q10	I100	Q100	Curb Type	Inlet size	street slope	Qo	Qa	Inlet cap	cfs to inlet	to	Bypass Flow	Spread ft	cfs to inlet	Qo	Qa	Inlet cap	Bypass Flow	Spread ft
31	1.29	0.51	11.38	5.80	3.8	8.21	6.8	B	8	0.052	0.44	7.37	3.11	3.8	32	0.70	8.32	6.8	0.44	7.37	4.58	2.17	10.30
32	4.06	0.51	17.91	4.80	9.9	6.91	17.9	B	8	0.052	0.44	7.37	5.78	10.6	33	4.86	11.91	20.1	0.44	7.37	6.96	13.09	14.84
33	0.96	0.51	7.57	6.64	3.2	9.35	5.7	B	8	0.011	0.95	16.02	6.65	8.1	28	1.46	10.48	18.8	0.95	16.02	11.42	7.40	12.96
34	3.24	0.51	11.03	5.87	9.7	8.30	17.1	B	8	0.052	0.44	7.37	5.54	9.7	35	4.15	11.80	17.1	0.44	7.37	6.75	10.40	14.61
35	7.18	0.51	8.54	6.40	23.4	9.03	41.4	B	8	0.010	1.00	16.80	25.24	29.0	SUMP	3.80	22.38	59.2	1.00	16.80	25.24	33.91	27.69
36	0.68	0.51	7.89	6.56	2.3	9.24	4.0	B	8	0.010	1.00	16.80	25.24	6.1	SUMP	-19.17	9.33	33.9	1.00	16.80	25.24	8.67	11.54
37	2.21	0.51	6.57	6.90	7.8	9.71	13.7	B	10	0.017	0.77	15.49	6.34	7.8	RCB	1.43	13.39	13.7	0.77	15.49	9.36	4.31	16.55
38	2.60	0.51	13.36	5.44	7.2	7.72	12.8	B	4	0.005	1.41	14.14	6.07	7.2	39	1.14	16.38	12.8	1.41	14.14	8.94	3.86	20.31
39	0.31	0.51	5.16	7.31	1.2	10.26	2.0	B	4	0.005	1.41	14.14	2.27	2.3	UN	0.03	8.24	5.9	1.41	14.14	5.18	0.70	10.18
40	0.52	0.51	5.24	7.28	1.9	10.23	3.4	B	12	0.026	0.62	14.64	1.87	1.9	42	0.06	7.34	3.4	0.62	14.64	3.13	0.26	9.06
41	2.61	0.51	14.39	5.27	7.0	7.49	12.5	B	10	0.026	0.62	12.53	5.57	7.0	43	1.45	11.90	12.5	0.62	12.53	8.12	4.34	14.76
42	0.34	0.51	11.04	5.87	1.0	8.30	1.8	B	14	0.026	0.62	16.74	1.07	1.1	45	0.01	5.77	2.1	0.62	16.74	1.99	0.06	7.14
43	3.38	0.51	20.01	4.58	7.9	6.62	14.3	B	12	0.026	0.62	14.64	7.12	9.3	44	2.23	12.44	18.6	0.62	14.64	10.75	7.85	15.53
44	1.00	0.51	16.64	4.94	2.5	7.10	4.5	B	12	0.026	0.62	14.64	4.20	4.7	46	0.55	8.10	12.4	0.62	14.64	8.58	3.80	10.09
45	0.93	0.51	10.08	6.06	2.9	8.57	5.1	B	4	0.026	0.62	6.20	2.48	2.9	48	0.40	8.52	5.1	0.62	6.20	3.72	1.42	10.54
46	1.49	0.51	15.50	5.10	3.9	7.25	6.9	B	14	0.026	0.62	16.74	4.01	4.4	47	0.42	9.53	10.7	0.62	16.74	8.11	2.58	11.82
47	3.39	0.51	14.33	5.28	9.1	7.50	16.2	B	12	0.026	0.62	14.64	7.22	9.5	55	2.33	13.14	18.8	0.62	14.64	10.80	7.99	16.29
48	0.33	0.51	7.40	6.68	1.1	9.41	2.0	B	6	0.026	0.62	8.31	1.47	1.5	55	0.05	5.99	3.4	0.62	8.31	2.95	0.45	7.40
49	0.83	0.51	7.94	6.54	2.8	9.23	4.9	B	4	0.029	0.59	5.88	2.38	2.8	53	0.39	8.23	4.9	0.59	5.88	3.53	1.35	10.18
50	2.46	0.51	13.22	5.47	6.9	7.75	12.2	B	4	0.029	0.59	5.88	4.26	6.9	51	2.59	11.57	12.2	0.59	5.88	5.29	6.87	14.34
51	0.22	0.51	4.70	7.45	0.8	10.45	1.5	B	4	0.029	0.59	5.88	2.79	3.4	52	0.64	5.25	8.3	0.59	5.88	4.66	3.68	6.48
52	1.79	0.51	11.24	5.82	5.3	8.25	9.4	B	4	0.029	0.59	5.88	3.96	6.0	54	2.00	10.52	13.1	0.59	5.88	5.38	7.71	13.02
53	0.37	0.51	7.12	6.75	1.3	9.51	2.2	B	4	0.029	0.59	5.88	1.56	1.7	55	0.10	6.15	3.6	0.59	5.88	2.88	0.71	7.61
54	1.89	0.51	10.54	5.97	5.7	8.44	10.2	B	4	0.029	0.59	5.88	4.51	7.7	55	3.23	10.83	17.9	0.59	5.88	5.68	12.19	13.41
55	1.74	0.51	8.29	6.46	5.7	9.11	10.1	B	12	0.026	0.62	14.64	6.42	8.1	52	1.69	11.03	18.5	0.62	14.64	10.73	7.81	13.65
56	0.20	0.51	9.51	6.18	0.6	8.73	1.1	B	4	0.027	0.61	6.14	0.63	0.6	60	0.00	4.80	1.1	0.61	6.14	1.09	0.02	5.95
57	3.19	0.51	11.73	5.73	9.3	8.12	16.5	B	4	0.027	0.61	6.14	5.00	9.3	58	4.33	13.19	16.5	0.61	6.14	5.83	10.68	16.35
58	0.17	0.51	5.32	7.25	0.6	10.19	1.1	B	4	0.027	0.61	6.14	3.62	5.0	59	1.33	4.80	11.8	0.61	6.14	5.41	6.38	5.93
59	2.26	0.51	11.46	5.78	6.7	8.19	11.8	B	4	0.027	0.61	6.14	4.69	8.0	61	3.31	11.63	6.4	0.61	6.14	4.19	2.18	14.41
60	0.62	0.51	10.13	6.05	1.9	8.55	3.4	B	4	0.027	0.61	6.14	1.77	1.9	62	0.14	7.28	3.4	0.61	6.14	2.80	0.60	9.02
61	1.61	0.51	11.99	5.68	4.7	8.05	8.3	B	4	0.027	0.61	6.14	4.68	8.0	62	3.29	10.18	10.4	0.61	6.14	5.21	5.24	12.61
62	2.19	0.51	11.78	5.72	6.4	8.11	11.3	B	4	0.026	0.62	6.20	5.10	9.7	63	4.58	11.49	16.6	0.62	6.20	5.88	10.68	14.24
63	1.03	0.51	12.80	5.54	2.9	7.85	5.2	B	4	0.026	0.62	6.20	4.57	7.5	RCB	2.92	8.55	15.8	0.62	6.20	5.84	10.00	10.60
64	126.0	0.51	29.57	3.80	244.4	5.56	446.3	CH	33.75	0.014	0.86	51.94	51.51	244.4	RCB	192.89	50.88	446.3	0.86	51.94	106.5	339.84	63.78

III-C. Alternative No. 1

The scope of this project is to develop conceptual improvements that will address flooding problems along Roeland Drive from W 55th street and Johnson Drive. A diagram of the proposed improvements for Alternative No. 1 is shown in the Figure 3.

III. Open Channel Stabilization

At the downstream end of the project, under the major improvements at Johnson Drive the existing 6' x 5.5' RCB on Cooper Creek is being replaced by double 8' x 6' RCB. By these improvements, the new double RCB will capture one percent (100 year) storm event, reduce the limits of one percent (100-year) floodplain, and also stop flooding of Roeland Drive and Ash Street near Johnson Drive. No houses have reported flooding in this area. The open channel between this culvert and 57th Street shall be stabilized by installing grade control structures and biotechnical methods.

IV. Lower End-Section of 10' x 4' RCB

An existing 10' x 4' RCB culvert under 57th street daylights into open channel south of 57th Street. The physical inspection of the structure revealed that it is in fairly good condition. One building reported flooding in this area; also 57th street is overtopped by more than 7 inches during the one percent flood. To prevent this flooding, the creek will need to be reconfigured for 60 feet downstream of the RCB to accommodate flow. The proposed solution is to increase the size of the RCB from 10' x 4' to 14' x 5' for about 60 feet and add two additional curb inlets to capture runoff from the street. With these improvements, this section of the RCB will carry the one percent (100-year) flood.

Available information indicates no utility conflicts associated with the proposed work.

V. Entrance Section of 10' x 4' RCB

There is no reported flooding of buildings in this area. At the upstream end of the project, the 10' x 4' RCB daylights 20 feet north of the 55th Street. The wing walls extend straight out for 15 feet and then transition to existing trapezoidal channel for another 25 feet. The bottom of the trapezoidal channel is 10 feet wide. As stated there is no reported flooding of buildings in this area, but the ability to collect and convey flows by this system is dictated by the inlet geometry and size of the existing underground RCB. The box itself has the capacity to convey the large 1 percent (100 year) flood, but the entrance will need to be reconstructed to adequately collect the water before overtopping the yards. In reviewing

the AIMS topography, it appears that a small berm (providing 3 feet elevation difference between channel flow line and top of berm has been graded along the east bank of the concrete channel, for about 300 feet upstream of the RCB entrance. The houses to the east of the channel (Houses located on west side of Nall Avenue) have backyards that slope from the channel toward the house and are marginally protected by the berm for the one percent (100 year) peak flow. No assessment of the capacity of the channel farther upstream into Mission has been conducted. The overflow during this storm event will flood the house on the northwest corner of the intersection of 55th Street and Nall Ave and will overtop 55th Street by more than 7 inches (which already has flooding problems due to enclosed systems of Nall Ave and 55th Street).

To prevent the anticipated flooding it is recommended that 40 feet of the channel transition upstream of existing headwall be removed and reconstructed. This will entail removing the existing headwall and nearly 20 ft. RCB (up to second 45 degree bend in 10' x 4' RCB) to north side of 55th Street. A new entrance will be developed by reconstructing 20 ft. of the RCB creating a transition that will help shape the water from the spread out channel shape to the shape of the RCB. This will consist of a 12' x 5' opening at the entrance and transitioning down in size to match existing 10' x 4' RCB at north side of 55th Street. This section will be constructed in a smooth curve and a bevel top along the headwall entrance will be formed to improve the entrance and minimize the energy losses. A portion of the upstream channel will also be removed and replaced and utilized to shape the water towards the culvert entrance. These improvements may vary once detailed survey is taken, but generally, this improved entrance will help utilize the existing capacity of the RCB already in place.

Available information indicates no utility conflicts associated with the proposed work.

VI. Nall Avenue Enclosed System

The AIMS Topography reveals that northeast corner of the intersection of 55th Street and Nall Avenue is a low area and therefore is in "sump". That is the water must build up to a standing depth in this area. It is proposed to put additional two large curb inlets on the east side of Nall and replace the existing two inlets, all four inlets will be in a sump condition which allows for the collection of large amounts of flow into a few inlets. The size of the stormwater piping system in this intersection will be changed to carry existing flows and new additional flows.

Available information indicates no utility conflicts associated with the proposed work.

VII. 55th Street (East of Nall) Enclosed System

This system is adequate to capture and carry 10 percent (10 year) storm event. The AIMS Topography suggests that the downstream end of this system is in a sump condition. To improve this system it is recommended that one large curb inlet be added in this area and the existing curb inlet be replaced. Also the pipe segment at the downstream end should be removed and replaced with the appropriate size. This system along with the Nall Avenue stormwater collection system will be joined together and connected to the existing 10' x 4' RCB.

Available information indicates no utility conflicts associated with the proposed work.

VIII. 55th Street (West of Nall) Enclosed System

The existing system which is part of the City of Mission is adequate to carry 10 percent (10 year) flood event. The overflow of this system shall be partly captured by the new inlets at 55th Street and Nall Avenue Intersection and partly by inlets along Roeland Drive.

IX. 56th Street and Nall Avenue Enclosed System

The existing system has two inlets that are connected with an 18" RCP. The AIMS topography suggests that this area also drains towards the 55th Street and Nall Avenue intersection, the runoff flows towards Roeland Drive. This runoff is supposed to be captured by the existing inlets, but it is recommended to add four new curb inlets along Roeland Drive.

X. Roeland Drive Collection Enclosed System

There is not adequate capacity of the existing curb inlets to capture the overflow coming from the enclosed systems on 55th Street west of Nall and from Nall Avenue south of 55th Street. After suggested improvements for systems contributing to the flooding of the intersection of 55th Street and Nall Avenue, it is anticipated that overflow of 70.3 cfs will be flowing toward Roeland Drive. To capture this flow along with the flows from the contributing areas that drain directly on to Roeland Drive, it is recommended that six new curb inlets be added along Roeland Drive. Two inlets will be added north of the intersection of Roeland Drive and Birch Street and four south of this intersection. The improvements will reduce overflow water to less than 7 inches of depth over the crest and the houses along Roeland Drive will be protected during the one percent (100 year) flood.

XI. Ash Avenue Enclosed System

This system is a combination of both area inlets that are behind houses on the west side of Ash Street and curb inlets that are on Ash Street. This first system has five area inlets, the pipe system is mostly RCP but the lower few segments are corrugated metal pipes. This system is adequate to convey the 10 percent (10-year) and the one percent (100-year) flood events. The second system has two independent systems, one of which is at the intersection of Ash and Rosewood. This system has three curb inlets and is not adequate to capture 10 percent (10-year) flood event (in addition to runoff coming from 55th Street through Rosewood), as per the AIMS topography this additional runoff will flow towards the intersection of Ash and 56th Street. This system has three inlets but is not able to capture the flows. With this intersection being in a sump condition, it is recommended two new larger curb inlets be added to capture the runoff. Due to the increase in flows, the piping system in this area should be increased in size, replacing the piping to the area inlet at the northeast corner of intersection of 57th St and Roeland Dr.

Available information indicates no utility conflicts associated with the proposed work.

The opinion of probable construction cost of the proposed improvements (in 2008 dollars) is \$1,143,140. Including engineering, the probable project cost is \$1,315,000. Table III-3 provides an itemized list of the opinion of probable cost for the proposed improvements.

Table III-3

ALTERNATIVE NO. 1 COST SUMMARY

No.	Item	Unit	Amount	Cost/Unit	Cost
1	Mobilization (10%)	LS	-----	-----	\$85,200
2	Site Prep/Demo	LS	-----	-----	\$52,500
3	Driveway Repair	EA	8	\$2,100	\$16,800
4	Full Depth Asphalt Patch	SY	250	\$89.20	\$22,300
5	Inlets & junction boxes	EA	20	\$6,300	\$126,000
6	54" RCP	LF	45	\$315	\$14,200
7	36" RCP	LF	375	\$247	\$92,500
8	18" RCP	LF	140	\$131	\$18,400
9	Traffic Control	LS	-----	-----	\$5,250
10	Sodding	SY	2,500	\$4.20	\$10,500
11	Structural Concrete	CY	70	\$1,260	\$88,200
12	Concrete Flatwork	CY	55	\$1,000	\$55,000
13	Fence	LF	500	\$52.50	\$26,250
14	Sidewalk Replacement	SY	50	\$52	\$2,600
15	Curb & Gutter Replacement	LF	150	\$42	\$6,300
16	Channel Stabilization	LF	1000	\$315	\$315,000
	Subtotal				\$937,000
	Contingencies (20%)				\$187,400
	Utility Relocation (2%)				\$18,740
	Total Construction Cost				\$1,143,140
	Engineering Costs				\$171,860
	Total Project Cost				\$1,315,000

III-D. Alternative No. 2

Alternative 2 proposes the buyout of eight houses that have been flooding. This alternative will only eliminate the problem the flooding problem of homes but not the street flooding.

The opinion of probable construction cost of the proposed improvements (in 2008 dollars) is \$2,007,120. Including engineering, the probable project cost is \$2,127,520. Table III-4 provides an itemized list of the opinion of probable cost for the proposed improvements.

Table III-4
ALTERNATIVE NO. 2 COST SUMMARY

No.	Item	Unit	Amount	Cost/Unit	Cost
1	Buyout of 5515 Nall Ave	EA	1	\$149,300	\$149,300
2	Buyout of 5507 Roeland Drive	EA	1	\$152,800	\$152,800
3	Buyout of 5519 Roeland Drive	EA	1	\$164,700	\$164,700
4	Buyout of 5543 Roeland Drive	EA	1	\$151,000	\$151,000
5	Buyout of 5545 Roeland Drive	EA	1	\$131,500	\$131,500
6	Buyout of 5555 Roeland Drive	EA	1	\$167,000	\$167,000
7	Buyout of 5651 Roeland Drive	EA	1	\$172,800	\$172,800
8	Buyout of 5200 57th Street	EA	1	\$171,400	\$171,400
9	Accrument Cost	LS	---	---	\$252,100
10	Dismantling and Hauling	EA	8	\$20,000	\$160,000
	Subtotal				\$1,672,600
	Contingencies (20%)				\$334,520
	Engineering Fee (6%)				\$120,400
	Total Project Cost				\$2,127,520

Note: The values of the houses have been obtained from Johnson County Assessor's Office.

III-E. Alternative No. 3

Alternative 3 proposes in addition to the enclosed system improvements at the intersection of 55th Street and Nall as suggested in Alternate I, to construct a double 10' x 4' RCB to replace the existing 10' x 4' RCB with the reconstruction of Roeland Drive. And a 60 foot long channel transition to match the existing concrete channel to the proposed double RCB. The open channel downstream of the proposed RCB to Johnson Drive shall be stabilized using grade control structures and biotechnical methods. The proposed improvements would provide conveyance for the one percent (100 year) storm within the enclosed pipe system and allow existing overflow pathways to carry localized surface runoff only and protect homes adjacent to the area.

The opinion of probable construction cost of the proposed improvements (in 2008 dollars) is \$6,110,000. Including engineering, the probable project cost is \$7,026,500. Table III-5 provides an itemized list of the opinion of probable cost for the proposed improvements.

Table III-5
ALTERNATIVE NO. 3 COST SUMMARY

No.	Item	Unit	Amount	Cost
1	Mobilization (10%)	LS	-----	\$230,000
2	Site Prep/Demo	LS	-----	\$230,000
3	Erosion Control	LS	-----	\$50,000
4	Traffic Control	LS	-----	\$100,000
5	Grading	LS	-----	\$30,000
6	Misc. Utility Relocation	LS	-----	\$100,000
7	Sodding/Planting	LS	5000	\$30,000
8	Street Repair	LS	-----	\$900,000
9	8" Sanitary Sewer	LF	1,500	\$150,000
10	12" Sanitary Sewer	LF	1,500	\$270,000
11	Double 10' x 4' RCB	LF	1740	\$2,500,000
12	Channel Stabilization	LF	1000	\$200,000
	Subtotal			\$4,790,000
	Contingencies (25%)			\$1,400,000
	Utility Relocation (2%)			\$120,000
	Engineering Costs			\$916,500
	Total Project Cost			\$7,026,500

IV Recommendations

IV-A. Evaluation of Alternatives

As mentioned in the background section of this report, the scope of this project is to reduce street, yard and house flooding within the project limits. This report proposed three improvement alternatives to correct the flooding problems.

A key difference between Alternatives 1 and 2 is that the alternative II does not suggest any improvements except buyout of the homes that flood. The solutions in Alternative 1 are consistent with the urban channel improvements desired by the U.S. Army Corps of Engineers (who administer the CWA 404 permitting program) and the State and Federal regulatory agencies that review the permit applications

Alternatives 1 and 3 will protect against the flooding of homes and streets per the SMAC criteria, but Alternative 3 would meet the requirements of the APWA Storm Drainage Design Criteria for the entire drainage area. However, the large difference in cost does not justify selection of Alternative 3.

IV-B. Recommended Improvements

For the reasons stated above, Alternative 1 is recommended.

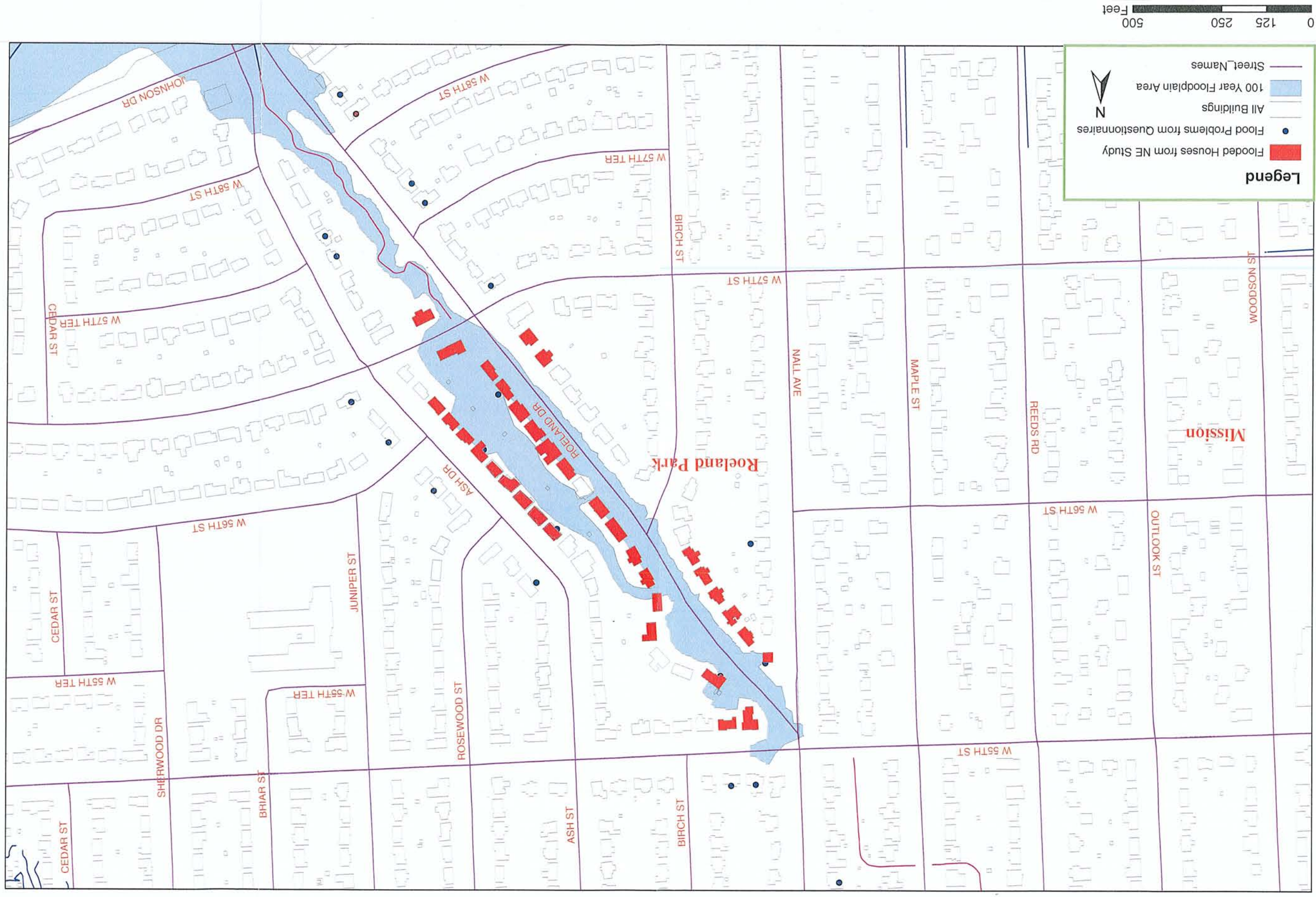


Figure 1
Report of Past Flooding
RC 12-18

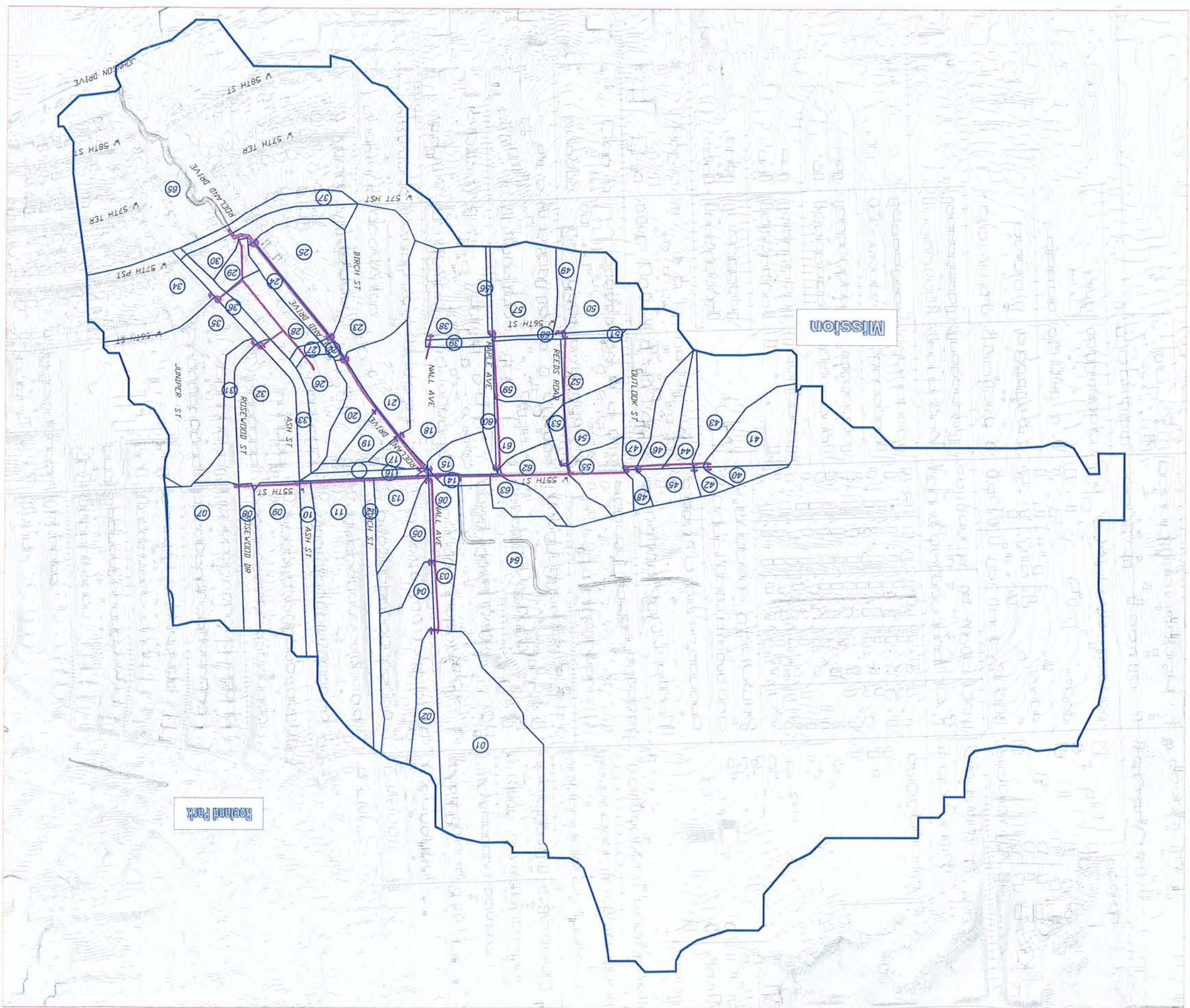
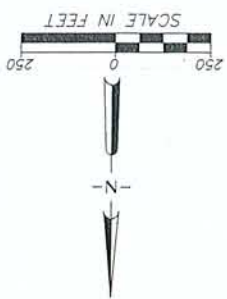


Figure 2
Existing System
RC 12-18

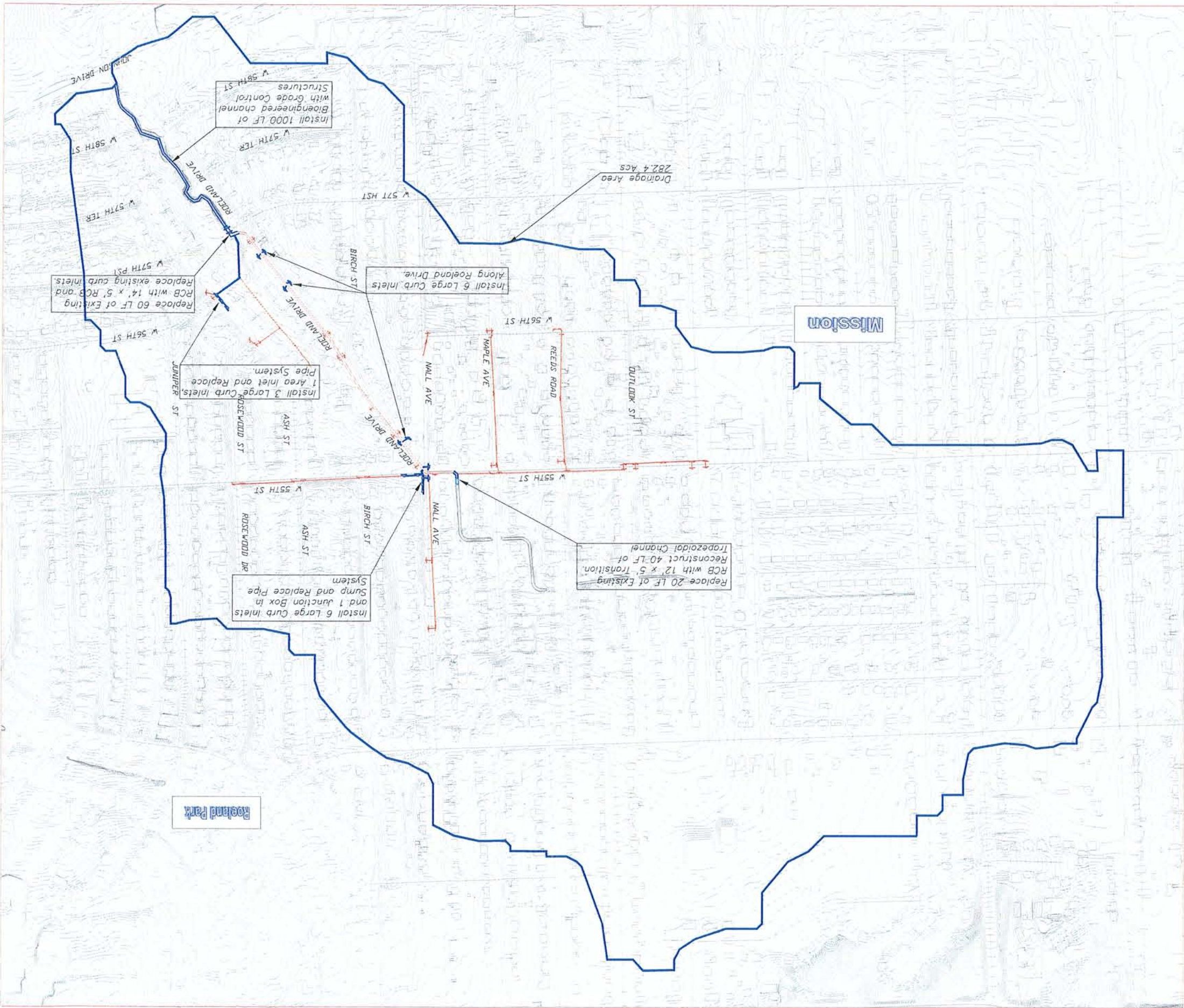
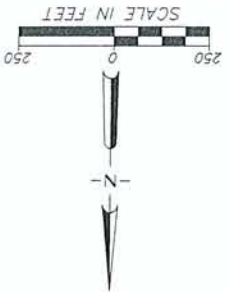
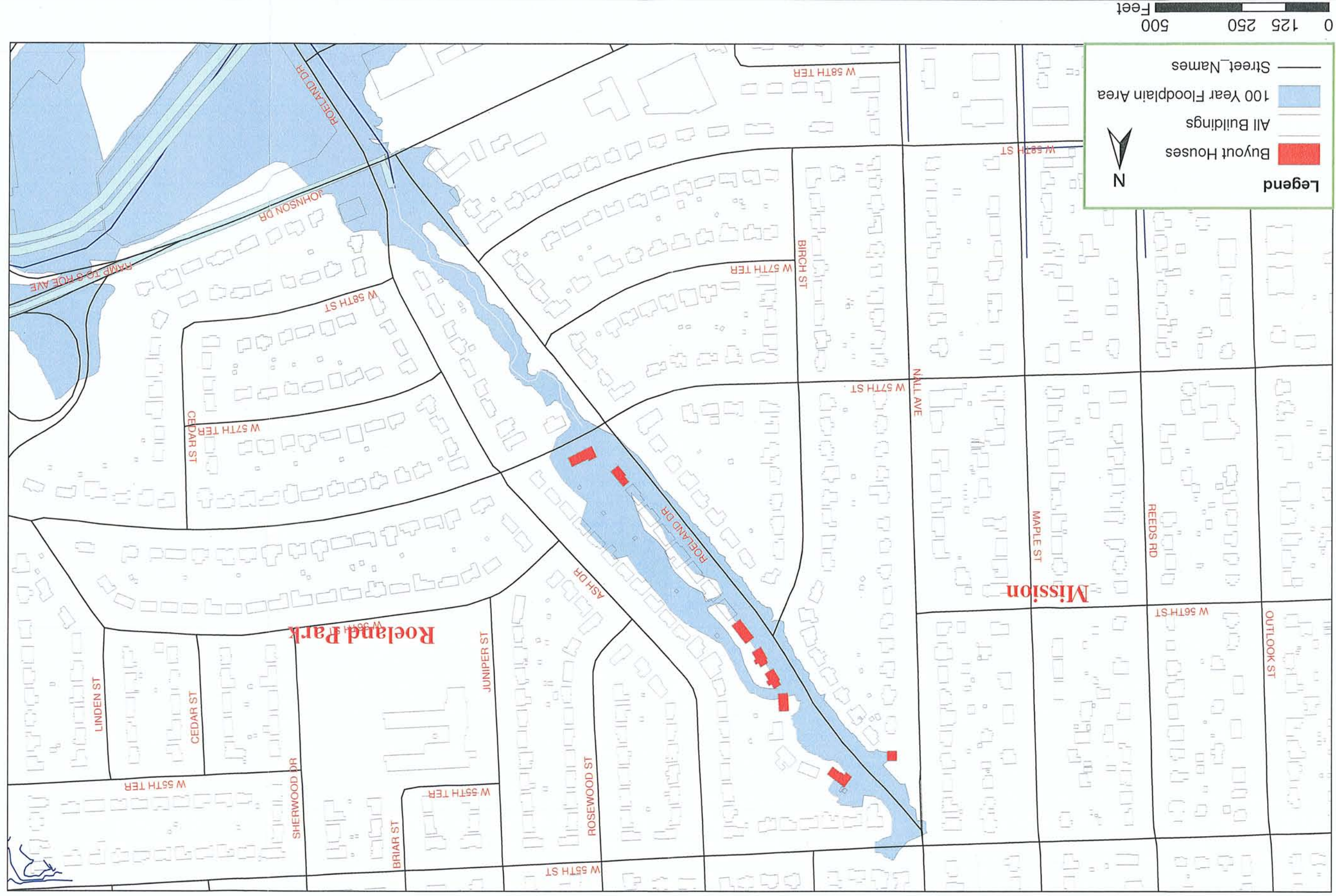


Figure 3
Alternative 1
RC 12-18



**Figure 4
Alternative 2
RC 12-18**

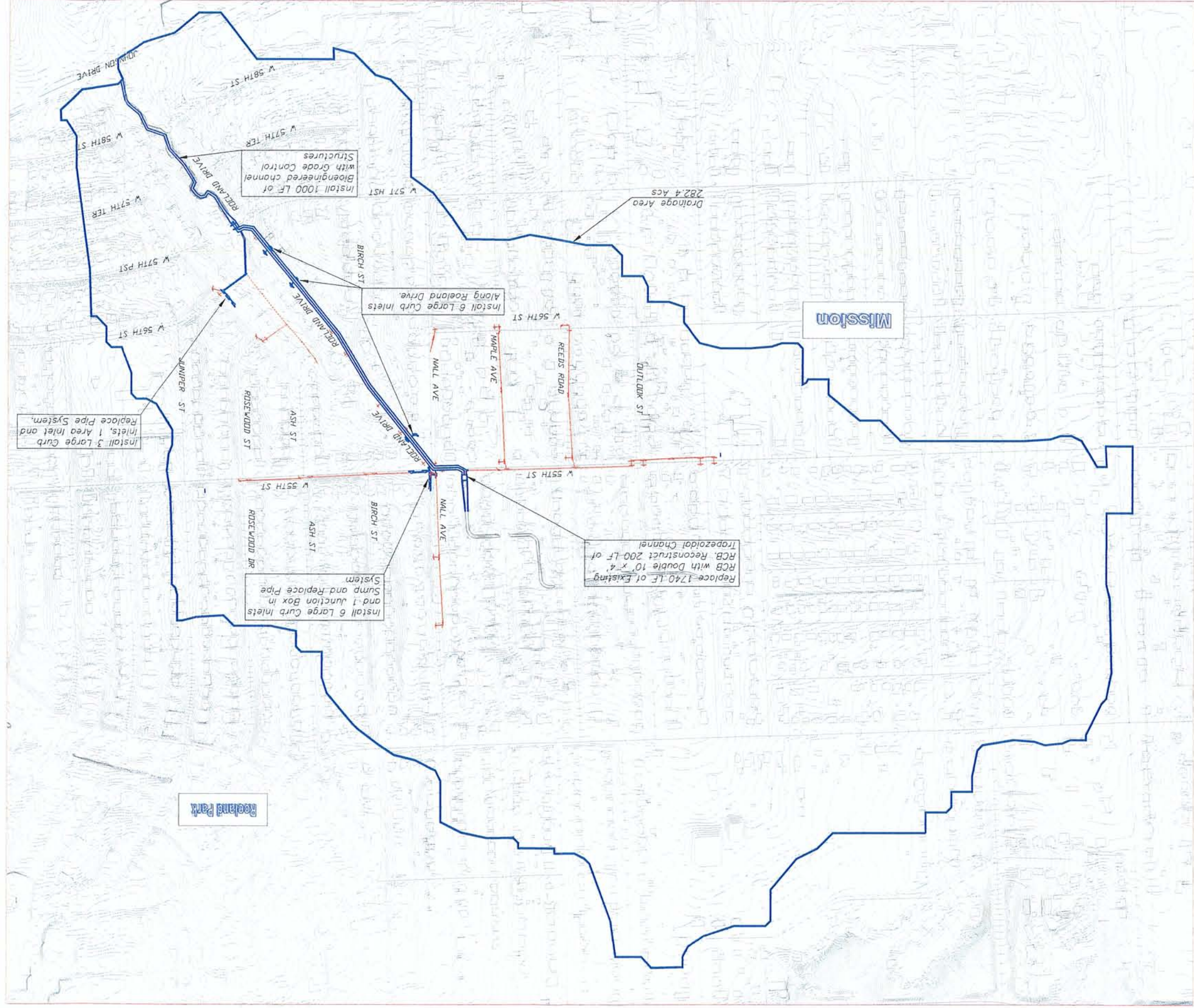
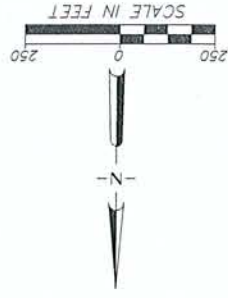


Figure 5
Alternative 3
RC 12-18





LINE: 5612 ASH UPSTREAM: 5612 ASH DOWNSTREAM: 5635 ROELAND

Downstream 24 "

Reinforced Concrete Pipe 5612 ASH



**Survey Abandoned
LARGE HOLE**

7/31/2017

14:16

157.2 ft.