

**GOVERNING BODY WORKSHOP AGENDA
ROELAND PARK**

**Roeland Park City Hall 4600 W 51st Street, Roeland Park, KS 66205
Monday, August 5, 2019 6:00 PM**

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

I. DISCUSSION ITEMS:

1. Roe/48th and Johnson Drive Corridor Plan (PSP Project)
Presented by Confluence
2. Report on Board of Zoning Appeals Meeting on July 22
3. Engineering Services Agreement with Waters Edge for the Design of Improvements at the Aquatic Center
4. Social Media Policy
5. Storm Sewer Condition Assessment Progress Report

II. NON-ACTION ITEMS:

III. 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: DISCUSSION ITEMS- I.-1.
Committee 8/5/2019
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 8/2/2019
Submitted By: Keith Moody
Committee/Department: Planning Sustainable Places Steering Committee
Title: **Roe/48th and Johnson Drive Corridor Plan (PSP Project)
Presented by Confluence**
Item Type: Presentation

Recommendation:

The Planning Sustainable Places Steering Committee recommends adoption of the Roe Boulevard and Johnson Drive Corridor Plan by the Council.

Details:

The link below will take you to the corridor plan, the file is too large to load into Novus:

<https://roelandpark.net/DocumentCenter/View/2728/Roe-Boulevard-Johnson-Drive-Corridor-Plan-Final-Report-7312019?bidId=>

Chris Cline with confluence will provide a presentation on the plan at the workshop. The Planning Commission has been invited to attend the workshop as well.

One of the primary objectives for this planning effort was to engage the community and key stakeholders in exploring options and concepts for potentially redeveloping two key areas of the City, and to gauge initial public opinions about opportunities for changing the development pattern, character, and connectivity with their surroundings. This plan can provide the City of Roeland Park with a creative and practical blueprint to assist future decision-making regarding the redevelopment of these parcels and other related new development opportunities that may arise in the near or long term.

The benefits of this plan are anticipated to include:

1. Providing future City Council members, Mayors and City Administrators with a citizen-supported plan of action to maximize these commercial areas while providing better connections to adjacent neighborhoods and other important local destinations.
2. Creating a plan that provides a degree of flexibility to be able to adapt to the future evolving

needs of the community and potential development partners – while still addressing the underlying goals of this planning effort and anticipated results.

3. Identifying unique needs, issues, and opportunities in each of these study areas through the creation of several hypothetical development scenarios, which can assist in determine the level of initial community support and related concerns arising from considering these concepts.
4. Balancing the anticipated needs of current and future commercial property owners, neighborhoods, and potential private-sector development partners with the City's stated objective of retaining a strong retail tax base while investing in infrastructure improvements to improve community connectivity.

Specific goals for each site were developed by the Steering Committee and affirmed during the planning process:

North Site Goals:

1. Improve Access to Community Center
2. Enhance Transit and Multi-Modal Opportunities
3. Envision Future Development Potential

South Site Goals:

1. Envision Future Redevelopment Potential
2. Enhance Transit and Multi-Modal Opportunities
3. Johnson Drive Streetscape Integration

The planning document reflects the steps taken to realize these goals. The plan includes a variety of options lending to its comprehensive nature. It is also insightful, and formatted to encourage its use as a reference document moving forward.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Financial Impact

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

Item Number: DISCUSSION ITEMS- I.-2.
Committee 8/5/2019
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 8/5/2019
Submitted By: Jennifer Jones-Lacy
Committee/Department: Admin
Title: **Report on Board of Zoning Appeals Meeting on July 22**
Item Type: Report

Recommendation:

For informational purposes only.

Details:

Attached are the draft minutes from the Board of Zoning Appeals meeting on July 22nd. The board approved the variance request. Chair Paula Gleason will be at the meeting and can answer any questions regarding the decision or process.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Financial Impact

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

ATTACHMENTS:

Description	Type
□ BZA Meeting Minutes - Draft	Exhibit

Board of Zoning Appeals Minutes
City of Roeland Park
4600 W 51st Street, Roeland Park, KS 66205
July 22, 2019, 6 p.m.

Meeting was called to Order at 6:02 by Chairperson Paula Gleeson

Members Present:

Paula Gleason, Brandon Gillette, Amy Stoecker, Courtney Craig, Erick Hage

Members Absent:

None

Others Present:

John Jacobson, Building Official

Steve Mauer, City Attorney

I. BZA 2019-04 – 5716 Ash Drive

A. Open Hearing – Staff Report, Open Public Comments

Staff Report

Mauer and Associates prepared the staff report and verbally delivered that report to the board. Alex Felzien of Mauer and Associates explained that the applicant has made a request to construct a fence on the south property line of the lot which adjoins property owned publicly. There is a height restriction on fences of this type and location of 42" - The applicant is requesting a variance to allow construction of a 6' privacy fence.

Chairman Gleeson opened the public hearing

The applicant was not in attendance.

Chairperson Gleeson explained the process. No comments for or against were made

Chairperson Gleeson closed the public hearing and opened board deliberation.

Chairperson Gleeson said she has no issues with the variance

Mr. Gillette wanted clarification on what constituted "Hardship" to which Chairperson Gleeson replied several scenarios that surrounded highest and best use of the property. The rest of the board affirmed their respective opinions that this was indeed a unique lot.

Chairperson Gleeson called roll to vote on the variance.

BZA 2019-04	Gillette	Craig	Gleason	Stoecker	Hage
Uniqueness	Y	Y	Y	Y	Y
Effect adjacent property	Y	Y	Y	Y	Y
Would it create a hardship to applicant?	Y	Y	Y	Y	Y
Public interest	Y	Y	Y	Y	Y
Spirit and intent of the law	Y	Y	Y	Y	Y

The variance request was approved with no conditions.

No old business items were noted for discussion

No New Business to report

I.

MOTION: Chairperson Gleason called for a show of hands to end the meeting with all members affirming. (MOTION PASSED 5-0).

Meeting closed at 6:20pm

Item Number: DISCUSSION ITEMS- I.-3.
Committee 8/5/2019
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 8/2/2019
Submitted By: Keith Moody
Committee/Department:
Title: Engineering Services Agreement with Waters Edge for the Design of Improvements at the Aquatic Center
Item Type: Agreement

Recommendation:

Staff recommends entering into an agreement for engineering services with Water's Edge for design of improvements at the aquatic center.

Details:

The attached engineering services agreement is presented for Council's consideration. It was developed by the City attorney and has been approved by Waters Edge.

It reflects design services for improvements scoped by the Council at your 7/1/19 meeting. The scope of services (Appendix A) shall include providing design and specifications for demolition of the existing vortex pool, slides, plunge pool, and kiddie pool area; construction of shade structures, new family and tube slide, new children's water play and spray ground, sunshade, floatables, spray features, children's slide, play feature and ADA ramp added to the zero entry area of the existing pool; constructing privacy enhancements to the men's locker room; fascia/gutter/downspout replacement on pump house and pool house; painting the exterior and interior of the two buildings; and, replacing the deck furnishings to coordinate with the design of the new shade structures and building colors. This agreement covers all steps associated with the project: planning, preliminary design, final design, bidding, construction administration, and post construction services.

The men's restroom privacy improvements and exterior maintenance have also been incorporated into this scope as it makes sense to do them all under one agreement.

The fee is a not to exceed amount of \$100,000 which is in line with what was projected in the cost estimates for the project. Which is under 6% of the total estimate project cost of \$1.75 million (inclusive of the maintenance/privacy elements added). This is a very reasonable fee for a scope covering all of the steps in a project.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Financial Impact

Amount of Request: \$100,000	
Budgeted Item?	Budgeted Amount: \$100,000
Line Item Code/Description:	

Additional Information

A qualifications based selection process (RFQ) was employed when selecting the consultant to provide a public engagement, comprehensive analysis and planning process for the future of the pool. Water's Edge was selected through that process, providing thorough professional guidance. They have also worked with the Council to arrive at the scope of amenity improvements now identified. They are intimately familiar with existing facilities due to the prior work they performed and have proven to be a capable partner. They are also a design/engineering firm located locally, all this makes them an good fit to complete the next step of this initiative. For these reasons staff does not believe a qualifications based selection process need be completed for the design phase of the project. However, if the council so desires staff will begin work on an RFQ process.

ATTACHMENTS:

Description	Type
☐ Pool Engineering Service Agreement with Waters Edge	Cover Memo
☐ Final Layout Presentation from Waters Edge	Cover Memo

AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

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

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

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

PART A — CONCEPTUAL DESIGN PHASE:

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

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

PART B — COMPENSATION:

B-1 Costs:

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

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

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

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

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

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

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

B-2 Maximum Compensation:

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

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

B-3 Change Order:

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

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

PART C – OBLIGATIONS OF CITY:

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

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

PART D — TERMINATION OF THE AGREEMENT:

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

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

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

PART E — COMMISSIONS AND FEES:

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

PART F — GENERAL CONSIDERATIONS:

1. Estimates

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

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

2. Insurance

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

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

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

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

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

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

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

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

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

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

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

3. INDEMNITY

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

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

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

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

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

4. Successor and Assigns

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

5. Ownership of Documents

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

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

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

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

PART G – TIMELINESS

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

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

PART H – NON DISCRIMINATION

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

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

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

4. CONSULTANT shall include provisions comparable to paragraph 1, 2, 3, and this paragraph in every subcontract and purchase order so that such provisions will be binding upon each such subcontractor or vender.

5. Notwithstanding anything expressed or implied elsewhere in this AGREEMENT, if CITY exercises any of its rights under the provisions of the preceding four paragraphs, CONSULTANT shall have no right to recompense or additional payments by reason of such action by CITY.

PART I – MISCELLANEOUS

1. Severability

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

2. Notices

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

3. Controlling Law

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

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

of the day and year first above written.

WATERS EDGE AQUATIC DESIGN, LLC

By _____

Title _____

Address:

CITY OF ROELAND PARK, KANSAS

By _____

Title _____

Address:

4600 W. 51st Street

Roeland Park, Kansas 66205

Facsimile: (913) 722-3713

ATTEST:

City Clerk

Approved as to form:

City Attorney

APPENDIX A – Scope of CONSULTANT’s Services

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

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

BASIC SERVICES

Phase I - Concept Planning Services

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

Phase II - Preliminary Design/Design Development

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

Phase III - Final Design/Construction Documents

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

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

2. Provide design data for CITY's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the PROJECT and assist the CITY in consultations with appropriate authorities.
3. Prepare and furnish Final Construction Documents for review and approval by the CITY.
4. Provide one (1) prime contract for work designed or specified by CONSULTANT upon which the CONSULTANT's compensation has been established under this Agreement.
5. Provide an updated opinion of probable cost of the PROJECT.

- B. CONSULTANT's services under the Final Design/Construction Documents Phase will be considered complete on the date when the final documents have been delivered to and accepted by the CITY. Under this Agreement CONSULTANT will furnish two (2) final sets of the plans and specifications to the CITY. If requested, additional sets will be furnished at the cost of reproduction.

Phase IV - Bidding

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

Phase V - Construction Administration

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

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

of Contractor's work. CONSULTANT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

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

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

12. Contractor's Completion Documents.

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

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

c. CONSULTANT will transmit these documents to the CITY

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

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

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

Phase VI - Post-Construction Services

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

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

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

ADDITIONAL SERVICES- Scope of Additional Services

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

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

APPENDIX B - BILLING RATES

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

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

Expenses

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

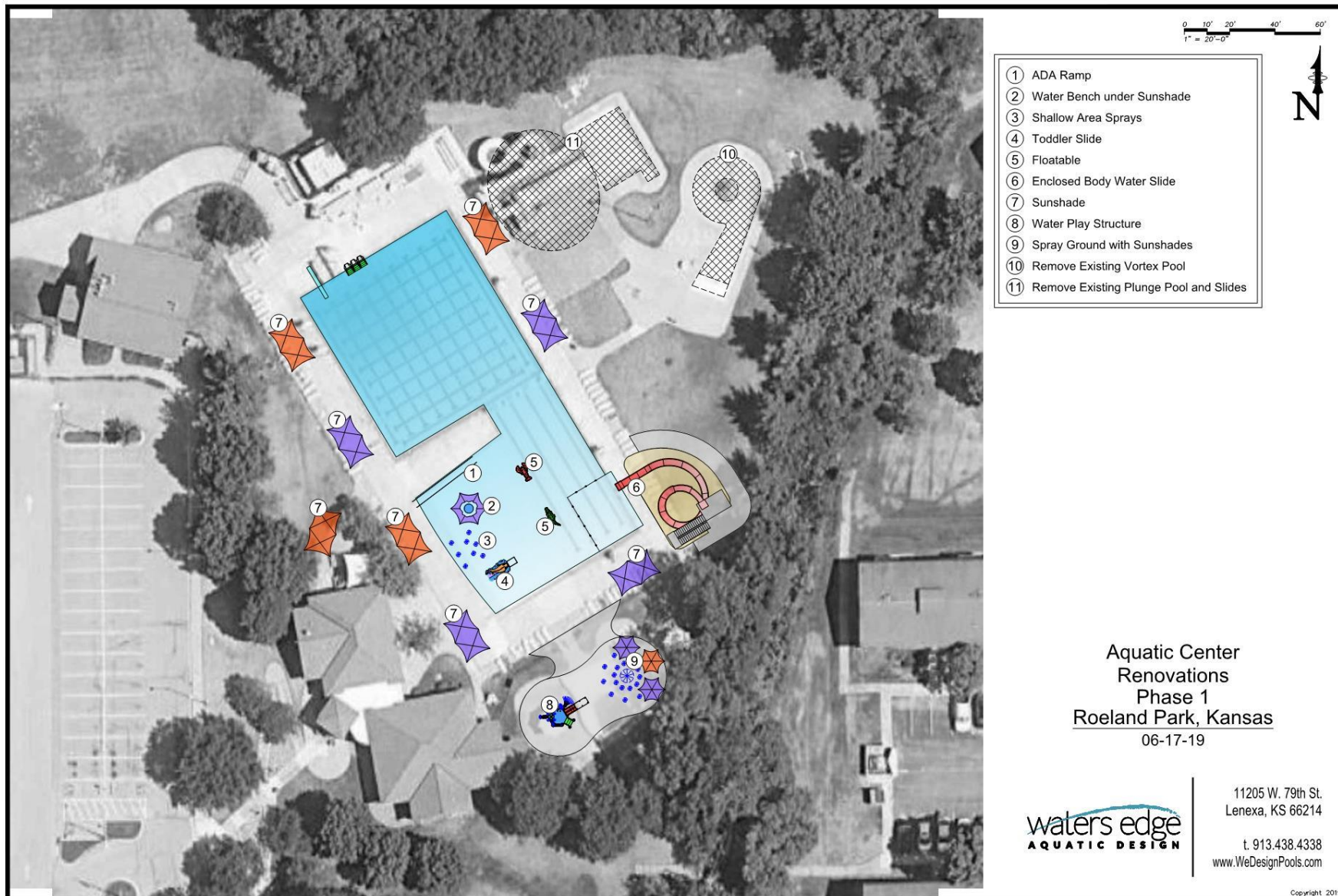
Roeland Park Aquatic Center Project Update June 17, 2019



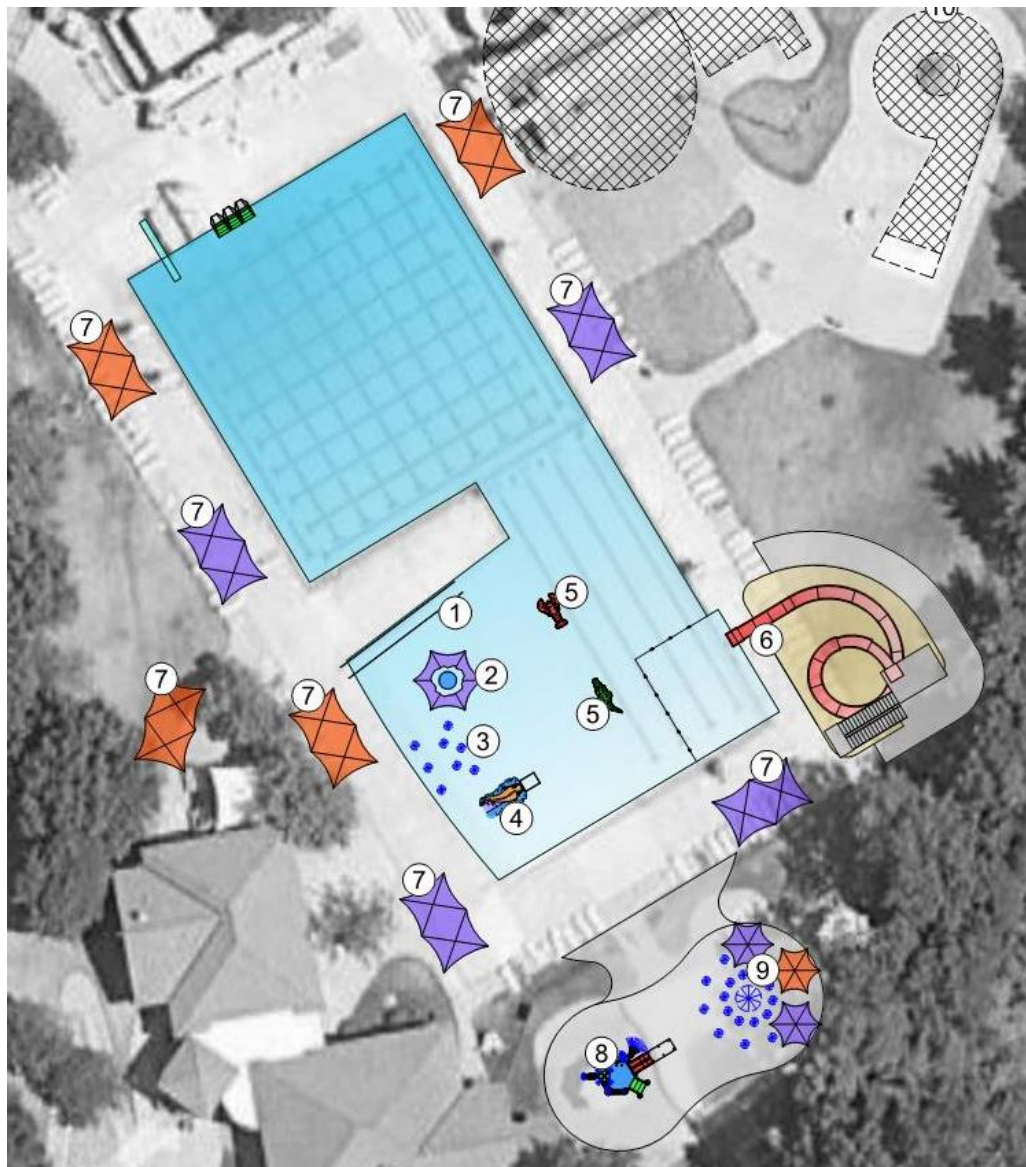
Updated First Phase Layout and Costs



First Phase Layout



First Phase Layout



Project Cost
\$1.64 million

Example Phased Option

Project Costs

Base project includes security lights, shade, toddler slide, ADA ramp, sprays and shade in pool, demo for slides and vortex pool

- Base project \$1.38 million
- Base + floats + lights + family \$1.43 million
- **Base + floats + lights + tube slide \$1.64 million**
- Base + floats + lights + family + tube + bridge \$1.84 million
- Base + floats + lights + family + tube + bridge + speed \$2.12 million
- Base + floats + lights + family + tube + bridge + speed + river \$3.04 million

For your consideration:

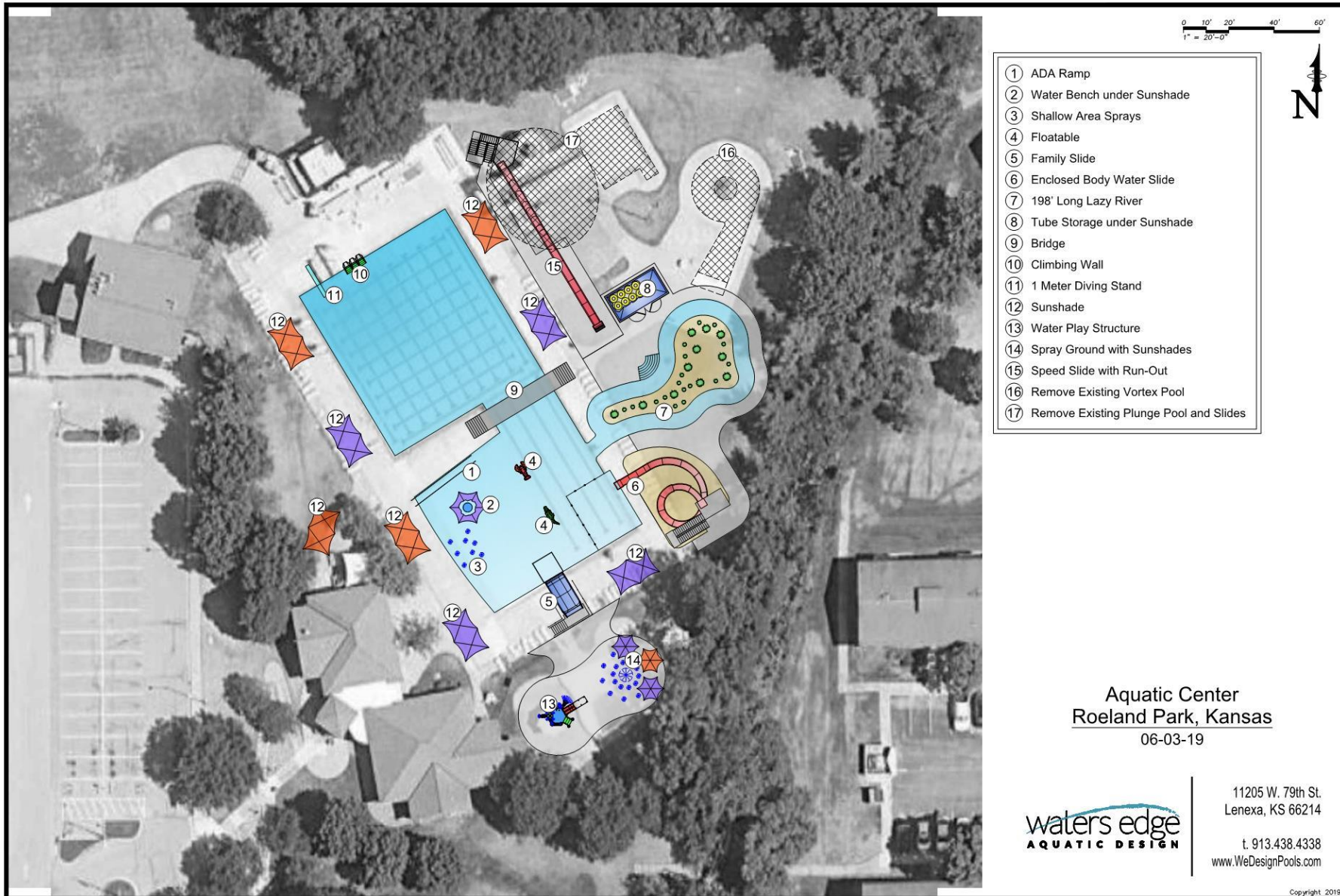
- Construction costs are basically contractor bid costs.
- Project costs include contractor costs plus fees and a contingency.
- Sequence of construction requires planning buried items first.
- Provided costs do not include inflation.
- Inflation cost increases will continue annually for labor and materials.

An aerial photograph of a large outdoor swimming pool complex. The main pool is rectangular with multiple lanes marked by dark blue lines. To the left of the main pool is a smaller pool with a white, winding water slide. The pool deck is paved with light-colored tiles and has many lounge chairs. There are some trees and a building in the background.

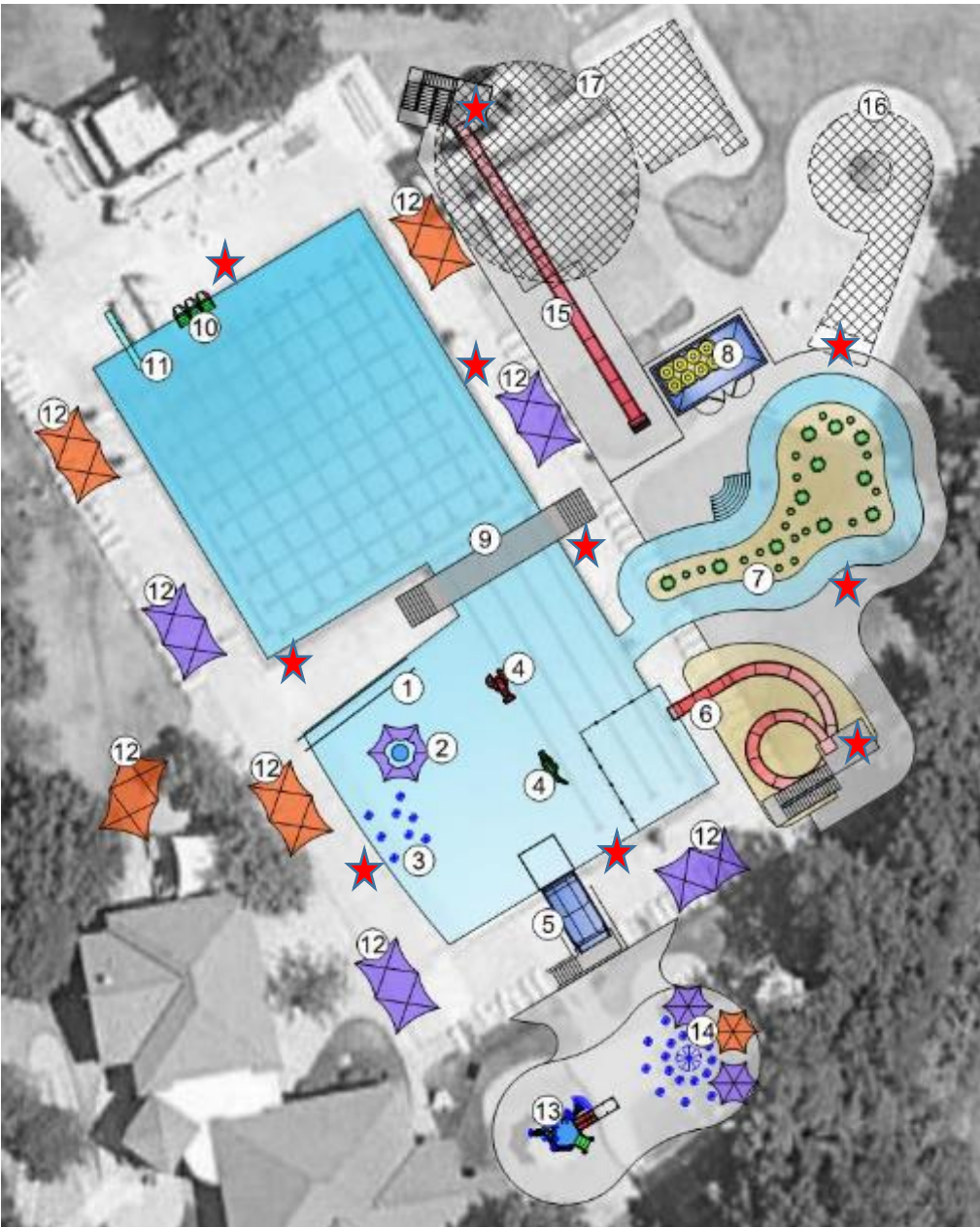
Thank you

Comments

Pool Renovation with Full Options



Project Costs for Options



Project Costs

- Floatables \$ 20,000
- Full night lighting \$ 55,000
- Family slide \$135,000
- Bridge \$120,000 for wood
\$200,000 for concrete
- Tube slide \$235,000
- Speed slide \$355,000
- Lazy river \$875,000
- ★ Lifeguards shown on layout (10 – 12)

Project Costs

Base project includes security lights, shade, toddler slide, ADA ramp, sprays and shade in pool, new spray area and play structure, and demo for slides and vortex pool

- Base project \$1,380,000
- Bridge \$120,000 to \$200,000
- Family slide \$135,000
- Tube slide \$235,000
- Speed slide \$355,000
- Lazy river \$875,000

Item Number: DISCUSSION ITEMS- I.-4.
Committee 8/5/2019
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 6/26/2019
Submitted By: Staff
Committee/Department: Admin.
Title: **Social Media Policy**
Item Type: Other

Recommendation:

Adopt a social media policy that provides direction on how and when social media should be used.

Details:

The policy attached has been developed with the assistance of the City Attorney. Overland Park and Johnson County documents served as the basis for the document. The policy will guide staff on how to manage the City's social media accounts and is intended to prevent violation of free speech.

This policy is intended as a guide to professional and proper use of social media as a means of communication and to increase productivity. The City of Roeland Park, Kansas provides communication on external social media channels as a public service. For the purposes of this policy, social media means any facility for online publication and commentary, including without limitation social networking sites such as Facebook, Twitter, and Nextdoor, and content hosting sites such as Flickr and YouTube. This policy applies to the use of social media and content contributed on behalf of the City, its departments, programs, or employees.

How does item relate to Strategic Plan?

The policy provides transparency and clarity concerning communication outlets utilized by the City and is designed to avoid litigation.

How does item benefit Community for all Ages?

N/A

Financial Impact

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

Additional Information

Language from the Employee Handbook has been reviewed by the City Attorney and found to be consistent with the intent of this policy. We have not incorporated that language into this policy document as this would create opportunity for conflicting language if one document were change and not the other.

ATTACHMENTS:

Description	Type
 Social Media Policy	Cover Memo



Social Media Policy of Roeland Park, Kansas

August 2019

PURPOSE

This policy is intended as a guide to professional and proper use of social media as a means of communication and to increase productivity. The City of Roeland Park, Kansas (the "City") provides communication on external social media channels as a public service. For the purposes of this policy, social media means any facility for online publication and commentary, including without limitation social networking sites such as Facebook, Twitter, and Nextdoor, and content hosting sites such as Flickr and YouTube. This policy applies to the use of social media and content contributed on behalf of the City, its departments, programs, or employees.

The City may update this policy at any time without notice. Any modification is effective at the time it is posted, unless stated otherwise. Use of a City social media site after the policy is modified signifies acceptance of the modification.

STANDARDS

Social media are means by which the City may communicate with employees, members of the public, customers, partners, and vendors. Only City employees authorized by their departments may use social media sites/applications to conduct City business. If authorized and in keeping with the City's policy, an employee may post on a social media site the City's or department's name, email address or telephone number for contact purposes, or post official department information, resources, calendars, and events.

As with all communication, employees must ensure online activities reflect positively on the City. The City reserves the right to monitor usage and content and restrict the use of or access to media or sites at any time without notice. The City retains full editorial control over all content of its social media sites and, when possible, will edit or remove material if deemed by the City or its representatives to be inappropriate or in violation of any City policy or procedure.

The City's social media accounts are subject to the Kansas Open Records Act. Users posting to a City social media site give the City the express right to reproduce, use, and distribute the content of their post.

The City does not guarantee that comments posted after business hours will be viewed before the next business day. Communications made on a City social media site shall in no way constitute a legal communication or notice. Users should call the appropriate city department to report an emergency, make an open records request, etc.

The City does not assume liability for inaccuracies and disclaims liability for ads, videos, promoted content or comments accessible from any external web page. The responsibility of external content or comments rests with the organizations or individuals providing them. Any inclusion of external content or comments on the City's external social media accounts (and affiliated department or program accounts) does not imply endorsement by the City.

COMMENTING NOTICE

The City encourages public engagement via comments, concerns, and questions regarding any of the topics on the City's social media accounts. While the City respects that our residents will have differing opinions on any given topic, posts will be removed at the sole discretion of the City if they:

- Contain profane, disruptive, abusive, obscene or pornographic language or content;
- Promote, foster or perpetuate discrimination;
- Constitute sexual harassment;
- Solicit commerce or are advertisements including promotion or endorsement;
- Promote or endorse political issues, groups, individuals, or candidates;
- Conduct or encourage violence or illegal activity;
- Contain information that may compromise the safety or security of the public or public systems;
- Intend to defame any person, group or organization;
- Violate a legal ownership interest of any other party, such as trademark, patent, or copyright infringement;
- Make or publish false, vicious or malicious statements concerning any employee;
- Include violent or threatening content;
- Disclose confidential or proprietary information.

PROCEDURES

Employees who are responsible for content must exercise vigilance in online activities. These activities reflect on both the employee and the City and, once published, content may never go away and can be forwarded endlessly. As such, careful consideration as to what is published is essential. Violation of confidentiality or comments made against others in violation of the City's policy may be removed and, if made by an employee, will result in disciplinary action, up to and including termination of the employee(s).

Social media provides significant value. Creating an environment where others feel comfortable sharing, connecting and receiving help is paramount. This must be balanced with protecting confidentiality and compliance with the City's policies. The following are provided to ensure appropriate use of social media:

- A. The same care must be given to information shared through social media as is given to other avenues and divisions/departments are responsible for establishing protocols within their divisions/departments for the appropriate use of social media sites.
- B. Divisions/departments must provide notification to the City's Clerk upon the exploration or establishment of a divisions/departments social media presence.
- C. Divisions/departments must specify at least two individual employees who have authority to speak for the divisions/departments via social media sites.
- D. All divisions/departments websites must contain links to that division's/department's official social media sites/applications.
- E. Divisions/departments must establish accounts for and on behalf of the division/department and must avoid the establishment of accounts under individual employees where possible.
- F. Divisions/departments must control the use of user names and passwords associated with social media sites, ensuring that ownership is the City and not restricted to any one person.
- G. Divisions/departments must immediately change user names and/or passwords if an employee previously authorized to speak for the division/department via social media sites leaves employment or is otherwise no longer authorized to speak for the Department.
- H. Divisions/departments are responsible for monitoring or auditing their social media sites to ensure they are consistent with established guidelines or departmental protocols.
- I. Employees must protect the City's confidential and proprietary information and are prohibited from sharing information that is confidential or proprietary. Examples of this include health information, vendor information, confidential bid documents, contractor proprietary information, and personnel information and records.
- J. Employees must respect copyrights, trademarks, patents, service marks or other intellectual property rights, and must ensure the right to use content is granted before it is published. Proper credit for others' work must be clearly indicated on the site.
- K. Mistakes must be corrected within a reasonable period of time if permitted by the application within the social media.

- L. Wherever possible, links to more information should direct users back to the City's official website for more information, forms, documents or online services necessary to conduct business with the City.
- M. Employees must respect the audience, the City, fellow employees and customers. The use of ethnic slurs, personal insults, defamatory language, obscenity, or engaging in any conduct that would not be acceptable in the workplace, or discredit the City, is strictly prohibited.
- N. Employees must respect and show proper consideration for others' privacy.

Disclaimer: The public comments expressed on the City's social media accounts do not reflect the opinions or positions of the City, its officers, or its employees. If you have any questions or would like to report a comment in violation, please contact us at 913-722-2600 and ask to speak with the City Clerk or e-mail knielsen@roelandpark.org.

Item Number: DISCUSSION ITEMS- I.-5.
Committee 8/5/2019
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 7/16/2019
Submitted By: Donnie Scharff, Director of Public works
Committee/Department: Public Works
Title: **Storm Sewer Condition Assessment Progress Report**
Item Type: Discussion

Recommendation:

To update council on progress of the storm sewer condition assessment process.

Details:

Council approved an agreement with A-1 Sewer & Septic in 2018 to provide video inspection services of our cities storm sewer pipes.

This City has allocated \$20,000 per year over 4 years to complete the inspection process which is consistent with the original 2017 objective. The contractor has inspected roughly 56% of the known storm sewer system. Inspections of the system east of Roe is complete. Our contractor is currently working on the west side of Roe, South of 55th St.

How does item relate to Strategic Plan?

Ensures the condition of our stormwater infrastructure is maintained and functions correctly to eliminate the potential for street/property flooding.

How does item benefit Community for all Ages?

Additional Information

Knowing the condition of our infrastructure enables the City to plan for replacement of infrastructure and avoid emergency repairs which are generally more costly. The video inspections will help determine where and to what extent the city will need to plan for and complete repair/replacement of storm pipe.

While our contractor has not completed the inspections, staff have been working with Johnson County Aims to continue to update areas of pipe segments that were not mapped. This map is not completed with all the segments as staff is working through data to input inspection dates, condition of pipe.

As each storm pipe segment that is inspected, a condition rating number is assigned to the segment of pipe. Rating are classified as the following:

- 1. Excellent - very minor defects**
- 2. Good - minor defects, light cracking**
- 3. Fair - lifting holes, moderate cracking, joint separation**
- 4. Poor - major cracking, holes,**
- 5. Immediate Repair - collapsed, complete separation, failed**

Johnson County announced that municipalities could be eligible to receive up to 50% reimbursements for stormwater inspections. Staff is working on collecting data and entering this into an online spreadsheet through JOCO Aims for pipes that have been inspected and have a rating of 3.2 or higher. These pipes would be considered for the 50% reimbursement of inspections.

ATTACHMENTS:

Description	Type
2019 Stormwater Inspection Map	Cover Memo

Roeland Park Stormwater Asset (Pipe) Condition

Condition

- Excellent (28%)
- Good (33%)
- Fair (<1%)
- Poor (5%)
- Immediate Repair (2%)
- Not Inspected (32%)

7/31/2019