



**AGENDA
PLANNING COMMISSION
CITY OF ROELAND PARK, KANSAS
4600 W 51ST STREET
APRIL 15, 2025 6:00 PM**

- I. Roll Call**
- II. Approval of Minutes**
 - A. Approval of Minutes from February 18, 2025 Meeting
- III. Public Hearing**
- IV. Action Items**
 - A. Volunteers for City Strategic Plan Committee and Public Art Master Plan Input
- V. Discussion Items**
 - A. Discuss Zoning Code Update Restricting the Number of Vehicles on a Single Family Lot
- VI. Other Matters Before the Planning Commission**
 - A. City of Fairway Public Works Dept Site Plan Update
 - B. City Project Updates
- VII. Adjournment**

PLANNING COMMISSION MINUTES
CITY OF ROELAND PARK, KANSAS
4600 W 51st Street, Roeland Park, KS 66205
February 18, 2025, 6:00 P.M.

The Roeland Park Planning Commission met virtually on February 18, 2025.

Commissioners Present: Lisa Brunner, Vice Chair
Josey Shaw
Haile Sims
Macrina Abdouch

Commissioners Absent: Darren Nielsen, Chair
Mark Kohles
Joe Kmetz

Staff Present: Jennifer Jones-Lacy - Assistant City Manager/Finance Director
Alex Felzien - City Attorney

I. ROLL CALL

Commissioner Brunner called the meeting to order. Ms. Jones-Lacy called the roll noting that Commissioners Nielsen, Kohles, and Kmetz were absent. In addition to Ms. Jones-Lacy, City Attorney Felzien was also present at the meeting. The meeting was held virtually.

II. Approval of Minutes

1. Approve Minutes from November 19, 2024, Planning Commission meeting

MOTION: COMMISSIONER BRUNER MOVED AND COMMISSIONER ABDOUCH SECONDED TO APPROVE THE PLANNING COMMISSION MEETING MINUTES OF NOVEMBER 19, 2024, AS PRESENTED. (THE MOTION CARRIED 4-0.)

III. Public Hearing

No public hearing was held.

IV. Action Items

A. Finding of Consistency for the Redevelopment District No. 3 Project Plan for Area 3D

Commissioner Bruner gave a recap of the proposed plan noting the district would include improvements to Nall Park, the area around the Community Center, some pathways and road work on Roe.

Ms. Jones-Lacy added that part of the TIF 3 area includes the Boulevard Apartments on the west side of Roe and the industrial park on the east side of Roe. She reviewed the areas to

be added to the TIF 3 boundary. TIF 3 and TIF 4 (The Rocks) have projects that are integrated with one another. One of the projects is to extend Skyline Drive west to Roe and be picked up again and completed further west to connect the Community Center, the Aquatic Center, and the trail system at Nall Park. This is an effort to improve access and increase the number of users at those features.

Ms. Jones-Lacy also reviewed the Nall Park Master Plan, which includes improving the bike trail, adding a natural arboretum, updating the restrooms and installing play structures with inclusive play options.

Commissioner Bruner said the report is very well-written. She also noted that it adds walkability, and this will work to integrate the east and west sides of the City.

MOTION: COMMISSIONER SIMS MOVED AND COMMISSIONER ABDOUCH SECONDED THAT THE TIF 3D REDEVELOPMENT DISTRICT PROJECT PLAN FOR AREA 3D IS CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN FOR DEVELOPMENT. (THE MOTION CARRIED 4-0.)

V. Discussion Items

There were no Discussion Items.

VI. Other Matters Before the Planning Commission

Ms. Jones-Lacy said they will be coming back to the Planning Commission later this year with a development plan for some work that the City of Fairway will be doing near their public works property. Currently there is not a date set for that.

She said the Rocks are still happening. The developer continues to work with staff. They have their building permits approved, but the City needs payment. They hope ground will break soon. The developer will come before the City Council at their March 3rd meeting for approval of their 1 percent for art. The developer is also working on universal design incentives for some units to make them more accessible.

VII. Adjournment

MOTION: COMMISSIONER BRUNER MOVED AND COMMISSIONER ABDOUCH SECONDED TO ADJOURN THE MEETING. (THE MOTION CARRIED 4-0.)

(Roeland Park Planning Commission Meeting Adjourned at 6:23 p.m.)

Item Number: IV. Action Items



City of Roeland Park
Action Item Summary

Submitted By:

Jennifer Jones-Lacy, Assistant City Administrator Director of Finance

Committee/Department: Administration

Title: Volunteers for City Strategic Plan Committee and Public Art Master Plan Input

Item Type: Presentation

Recommendation:

Details:

The City is in the process of embarking on a Public Art Master Plan and a new Strategic Plan. Both projects will be led by a consultant and will help lay the foundation for the next five-ten years for public art and City's strategic goals.

Both projects will require a large amount of public input. We would like a volunteer from the Planning Commission to serve on the Strategic Plan Ad Hoc Committee and someone who would be willing to participate in a focus group or one-on-one interview for the Public Art Master Plan. Whomever participates in the Strategic Plan Ad Hoc will need to have some availability to meet probably monthly to work on the project. More details to come on this. The time commitment for the Master Plan will be minimal, probably no more than an hour or two total.

Fiscal Impact	
Amount of Request:	
Budgeted item?	Budgeted Amount:
Line Item Code/Description:	

Additional Information

Diversity Equity & Inclusion Lens

What are the implications to intersectionality?

- Does this item benefit all racial groups?
- Does this item benefit Community for All Ages?
- Does this item exclude or disproportionately impact any social identities? If yes,

what populations and why?

- What (if any) social determinants of health are impacted by this item?
- What (if any) are the unintended economic and environmental impacts of this item?
- How has the impacted community been involved?
- How will the program be communicated to all stakeholders?

ATTACHMENTS:

None

Item Number: V. Discussion
Items



City of Roeland Park
Action Item Summary

Submitted By:

Jennifer Jones-Lacy, Assistant City Administrator Director of Finance

Committee/Department: Administration

Title: Discuss Zoning Code Update Restricting the Number of Vehicles on a Single Family Lot

Item Type: Presentation

Recommendation:

To discuss possible updates to the City's zoning code regarding parking in the single family zoning district.

Details:

BACKGROUND

The City has received ongoing complaints from residents regarding excessive vehicle parking at a single-family residence located on Roe Blvd. This particular property routinely accommodates between 10 to 12 vehicles on-site, including within the driveway and other portions of the lot. While the amount of concrete on this lot is not built to code, staff cannot find a record of permits being approved for the parking lot that exists on the property. These conditions have resulted in neighborhood concerns about:

- Visual blight and impacts to neighborhood character
- Concerns about the intensity of use in single-family neighborhoods

The City's Municipal Code does not currently place specific restrictions on the number of vehicles that may be parked on a residential lot, provided that the vehicles are operable, parked on approved surfaces, and not otherwise in violation of nuisance or zoning regulations. There currently are no avenues to pursue enforcement to restrict parking but the problem persists for neighbors of this property.

DISCUSSION

Excessive parking on single-family lots is an issue that is not typically addressed through zoning regulations. Staff were not able to find any in Johnson County that have such restrictions. That said, there is precedent for this type of regulation in other communities across the country including:

- [Sherman, Texas](#): No more than seven vehicles per residence in a front driveway and no more than a total of 13 parked at a single residence.

- [Lisle, Illinois](#): No more than five vehicles owned or controlled by the owner or occupant of a dwelling unit may be parked outside of an enclosed building and all must be on a driveway.
- [Mount Vernon, Washington](#): Total number of vehicles parked on an open residential lot shall not exceed six.
- [Minneapolis, Minnesota](#): Restricts parking to no more than two vehicles on a lot per dwelling unit.
- [St. Charles, Missouri](#): For R1-E districts (7,000 sf single family lots), no more than six vehicles are permitted which includes those parked on the property and on the street.

Some options to consider to regulate parking on single family or duplex lots includes:

- Limiting the number of vehicles that can be parked outside on a residential lot, including in the street on a permanent basis.
- Establishing standards for the percentage of front or side yard areas that may be used for parking
- Requiring additional screening or design elements when parking exceeds a certain threshold

The intent of such regulations is typically to preserve the residential character of neighborhoods, avoid over-intensification of use, and reduce the impact on surrounding properties.

Staff is bringing this matter forward to initiate discussion and seek the Planning Commission’s feedback on whether an amendment to the Zoning Code should be pursued.

NEXT STEPS

Should the Planning Commission wish to move forward, staff recommend the following:

1. **Direction on Scope:** Provide input on the scope and intent of a potential vehicle parking limitation for one- and two-family dwellings.
2. **Draft Ordinance:** Staff will work with legal to prepare a draft ordinance for future review.
3. **Public Hearing:** Scheduling a public hearing to gather community feedback before advancing any formal recommendations to the City Council.

Fiscal Impact

Amount of Request:	
Budgeted item?	Budgeted Amount:
Line Item Code/Description:	

Additional Information

Diversity Equity & Inclusion Lens

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- How will the program be communicated to all stakeholders?

ATTACHMENTS:

None

Item Number: VI. Other
Matters Before the Planning
Commission



City of Roeland Park
Action Item Summary

Submitted By:

Wade Holtkamp, Building Inspector

Committee/Department: Administration

Title: City of Fairway Public Works Dept Site Plan Update

Item Type: Presentation

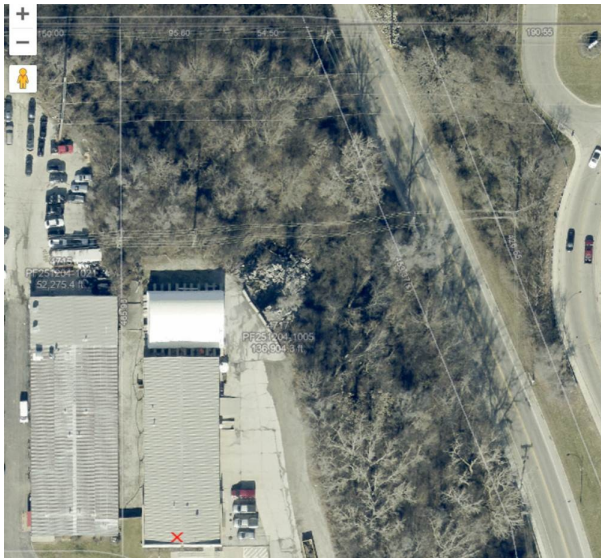
Recommendation:

Details:

In July 2024, staff took a report of illegal dumping at 4717 Roe Parkway, owned by the City of Fairway which houses Fairway Public Works. Staff investigated and discovered large chunks of concrete debris along the east hillside of the property. Staff contacted the Fairway Public Works Director, Bill Stogsdill who indicated this was to stop the erosion that was getting close to their million-dollar salt dome. He added the project is complete. They do not plan to build in that area. No city permit was acquired or notice given in advance of the project. Mr. Stogsdill stated they were open if needed to apply for a grading permit and provide engineering documentation.

Staff meet with Fairway City Manager Nathan Nogelmeier, Bill Stogsdill, their engineers with Burns and McDonnell along with our City Engineer, Dan Miller. A preliminary engineering report was submitted to us and completed by CFS Engineers in 2022. A second report was also provided by Burns and McDonnell drafted August, 2024. Neither report addresses the stability of the work already completed. The slope stability remains in question, and any additional load would only increase the instability. The City of Fairway received direction from CFS on how to address the erosion but took a more economical route by using construction debris from completed street projects as fill in an effort to build up/stabilize the slope. That report is attached for reference.

Staff concluded the concrete debris does not comply with our code requirements and staff do not consider the placement of unprocessed concrete on the slope as an acceptable method of stabilization due to structural and safety concerns with further erosion and potential landslides onto Roe Lane. The appearance of the debris also does not meet our performance standards. Below are some photos of the site as it is today. After meeting with Fairway City officials, they have developed a plan to address the appearance of the slope and hopefully address any stability issues. Staff instructed that any proposal would require site plan approval from the Planning Commission. We have not received the application, but they have indicated that they intend to budget this for 2026. This is just an update of this project.





Fiscal Impact	
Amount of Request:	
Budgeted item?	Budgeted Amount:
Line Item Code/Description:	

Additional Information

Diversity Equity & Inclusion Lens

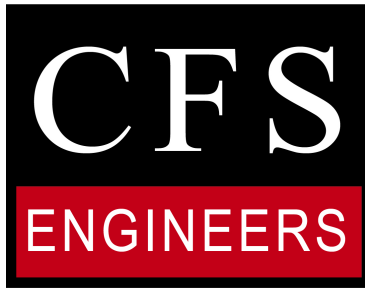
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- How has the impacted community been involved?

- How will the program be communicated to all stakeholders?

ATTACHMENTS:

1. 03-23-22 Fairway Public Works-Slope Failure Study-City Council Packet (1)



***Fairway Public Works Facility
Slope Repair Study***

Fairway Public Works Department
4715 Roe Parkway
Roeland Park, Kansas 66205
CFS Project No. 21-5509

March 18, 2022

Prepared For:

City of Fairway, Kansas
Public Works Department
Bill Stogsdill CPM, CPWP-M, PWLF
Director of Public Works
4715 Roe Parkway
Roeland Park, Kansas 66205
(913) 722-2822
BStogsdill@fairwaykansas.org

Prepared by:
Cook, Flatt & Strobel Engineers, P.A.
1421 E 104th Street
Kansas City, Missouri 64131

One Vision. One Team. One Call.

Introduction

Fairway's Public Works Facility at 4717 Roe Parkway has exhibited signs of slope failure at the top of the steep hillside east of the Salt Dome Building. The City bought the property in 2015 and constructed the Salt Dome Building in 2017. Soon after the Salt Dome was completed, signs of slope failure began to appear in the form of edge cracks along the outer edge of pavement. Public Works staff reported that since the Salt Dome was constructed, between 3 ft to 6 ft of pavement along the eastern edge of the service area has broken off and slipped down the unstable hillside. The primary cause for the subgrade undermining and pavement failure appears to be poorly placed and compacted subgrade soil along with the steep hillside slope and the effects of stormwater runoff flowing directly off of the edges of the pavement .

Site Background

During the 1960's and 70's, the site had served as a contractor's service area and grounds for depositing excess soil excavated from construction projects. No records were available on how much soil was deposited and the means and methods for placing and compacting the material. During the mid 1980's, the site was developed as part of an industrial park, and the Fairway Public Works Maintenance Building was built before 1986. After the City of Fairway acquired the property in 2015, the Salt Dome was constructed on the north side of the Maintenance Building. Afterwards, cracks began to appear along the edge of the asphalt pavement at the top of the steep hillside. Public Works estimated that about 3 ft of pavement has cracked and fallen away due to undermining of the existing bedding soil.

Proposed Remedial Action

If the pavement continues to crack and fall away, in time the structural integrity of the Salt Dome will be jeopardized. To stop the cracking and stabilize the subgrade beneath the pavement, On september 14th, 2021, CFS Engineers invited PTM Engineered Foundation Construction, LLC, to visit the site and provide advice on what options were available to alleviate the situation. Bill Powers of PTM visited the site and prepared a proposal for installing a Permanent Excavation Support and Protection System Tangent Pile Wall for Slope Protection to stabilize the existing building foundations and underground utilities in the area. A copy of PTM's January 3, 2022, Preliminary, Not-For-Construction Proposal has been included with this report.

In addition to the structural tangent wall for stabilizing the building foundations and utility lines, the existing steep hillside slope also needs to be stabilized to prevent continued slippage and undermining of the existing pavement. One of the simplest plans would be for the City to clear a small area at the base of the hill and begin depositing rock, aggregate and demolished concrete from municipal roadway improvement projects to build-up the hillside slope from the base-up. It

would be a multi-year process where the new material would reinforce the flatter, lower portions of the hill and gradually extend the stable mild slope up to match into the steeper slopes near the top of the hill and prevent the slippage and loss of surface material. This process can be accelerated, if needed, by adding in additional material deposits. The Public Works Department will monitor the hillside stabilization progress and the loss or any additional pavement in the service area on top of the hill. If the gradual slope-material deposit process isn't feasible from a time/material availability standpoint, alternate recommendations can be made.



1941 AIMS Aerial Imagery
Historic Aerial Photograph



1986 AIMS Aerial Imagery
Initial Construction of Fairway
Public Works Maintenance Building



2016 AIMS Aerial Imagery
Before Salt Dome Construction



2018 AIMS Aerial Imagery
After Salt Dome Construction



2020 AIMS Aerial Imagery



2021 AIMS Aerial Imagery



ENGINEERS

1421 E. 104th Street, Suite 100
 Kansas City, MO 64131
 Tel (816) 333-4477
 Fax (816) 333-6688

Estimate of Probable Cost

Project: **Fairway Public Works Facility, Slope Repairs**
 Project #: **21-5509**
 Date: **03-23-22**
 Estimated by: **TEI**

Bid Item	Description	Estimated Quantity	Unit	Unit Price	Total Price
	Tangent Wall Construction, Bid by PTM Engineered Foundation Construction, LLC, 01-03-22				
	PESPS, Permanent Excavation Support and Protection System				
1	PESPS, Design Development & Preparation – Meetings / Drafting / Submittals	1	Lump Sum	\$4,500.00	\$4,500.00
2	Crew / Materials "Project" Mobilization / Demobilization	1	Lump Sum	\$25,000.00	\$25,000.00
3	PESPS – (90 lf Total)	1	Lump Sum	\$259,865.00	\$259,865.00
4	Testing, Inspection, Construction Observation	1	Lump Sum	\$10,000.00	\$10,000.00
5	Survey, Set Control Points for PESPS Contractor	1	Lump Sum	\$2,000.00	\$2,000.00
				Tangent Wall Total	\$301,365.00
	Surface Drainage Improvements				
6	Demolition, Saw-Cut Exist Pavement	180	LF	\$25.00	\$4,500.00
7	Demolition, Remove Exist Pavement	50	SY	\$20.00	\$1,000.00
8	Asphalt Pavement Overlay Wedge	40	Tons	\$200.00	\$8,000.00
9	Concrete Valley-Gutter Curb	90	LF	\$60.00	\$5,400.00
10	Stormwater Grate Inlet	1	Each	\$4,000.00	\$4,000.00
11	12" HDPE Storm Sewer Pipe	60	LF	\$100.00	\$6,000.00
12	12" HDPE End Section	1	Each	\$500.00	\$500.00
13	Riprap, 18" Min. Diameter Stones	225	SY	\$125.00	\$28,125.00
14	3/4" Gravel Storm Sewer Pipe Cover Blanket, Poured Over Pipe from Top of Hill	120	Tons	\$75.00	\$9,000.00
15	Mobilization and Layout	1	Lump Sum	\$6,000.00	\$6,000.00
16	Survey, Set Control Points for Storm Contractor	1	Lump Sum	\$2,000.00	\$2,000.00
				Surface Drainage Total	\$72,525.00
17	15% Contingency			15% Contingency	\$56,083.50
				TOTAL	\$429,973.50



January 3, 2022

CFS Engineers, P.A.
1100 W. Cambridge Circle Drive; Suite 700
Kansas City, KS 66103

Attention: Adam McEachron, P.E., Sent via Email: adamm@cfse.com

Reference: Fairway Public Works Building Slope Repair
4715 Roe Parkway; Roeland Park, Kansas 66205

Subject: **Preliminary, Not-For-Construction Proposal**
Permanent Excavation Support and Protection System
Tangent Pile Wall for Slope Remediation

Gentlemen,

Pursuant to our recent correspondence, PTM Engineered Foundation Construction, LLC (PTM) is pleased to provide this **preliminary, not-for-construction proposal** to design and install the Permanent Excavation Support and Protection System (PESPS) for the above referenced project. We have assumed that all work will be completed in two project phases: Design Development - starting early 2022; Installation – starting mid 2022, with one crew & drilling rig. All work will be performed under one “project” mobilization/demobilization and under normal lateral/overhead access conditions.

SCOPE OF WORK BY PTM:

Our proposal is based upon the following documents:

1. City of Fairway, Kansas, Fairway Public Works Building Slope Repair, 4715 Roe Parkway, Roeland Park, Kansas; “Sheets C1 through C3”; prepared by CFS, P.A., dated November 12, 2021.

PERMANENT EXCAVATION SUPPORT AND PROTECTION SYSTEM (PESPS)

The slope adjacent to the existing Fairway Public Works Building has been experiencing distress and it is desired to complete remedial measures to prevent further issues that could become problematic to the nearby structures and / or utilities. As such, a permanent excavation support and protection system (PESPS) will be required to allow the remedial slope measures within close proximity to existing features / utilities / city right-of-ways, and to resist earth pressures. It is anticipated that the PESPS will consist of left-in-place, drilled-in reinforced concrete tangent piers; or other system to be determined based upon PTM’s final submittals; with lateral support for such via cantilever.

PTM Engineered Foundation Construction, LLC
Sheeting & Shoring, Augercast Piling, Drilled Piers
Mailing Address: P.O. Box 860814, Shawnee, KS 66286
P: (913) 747-4670 E: (913) 937-9414



The approximate limits of PESPS include 90 lineal feet, with the top of tangent piers at or below elevation 958.0 and maximum potential bottom of exposed excavation elevation = 924.0.

SCOPE OF WORK BY PTM:

PTM proposes to complete the scope of work described below.

PESPS – Cantilevered, Left-in-Place, Reinforced Concrete Tangent Piers

1. Provide submittals according to the project requirements.
2. Mobilize to the job site.
3. As/if required by PTM's design, install tangent pier template trench, demolished and removed by others upon commencement of mass excavation.
4. Furnish and install tangent piers with all associated reinforcing steel and concrete.
5. Onsite stockpiling of spoils and/or waste concrete material from tangent pier installation process.
6. All tangent piers will permanently remain in place.
7. Demobilize from the job site.

SCOPE OF WORK BY OTHERS:

This Proposal is based on the following work (in addition to that required under PTM Standard Conditions as a Sheeting & Shoring Subcontractor) being specifically performed, supplied or the responsibility of others:

1. Condition assessment (pre and post construction surveys) with documentation of the existing structures, utilities and overall features prior to construction.
2. Third party testing, inspection and observation. PTM will make grout cubes and/or cylinders on a daily basis (as/if required by our design) for collection and testing by others.
3. ~~Onsite stockpiling of spoils and/or waste concrete material from soldier beam installation process;~~ removal of locally stockpiled spoils and waste concrete materials from the site.
4. All necessary dewatering, mass excavation and/or neat line trimming excavation for the PESPS work.
5. Temporary shoring of existing concrete slabs, walls and adjacent building foundations that has not been considered in the plans and specifications.
6. Coring, saw cutting and removal of concrete or other man-made materials in order for PTM to install the PESPS.
7. Provide all survey control points for PTM use in PESPS layout and construction.
8. Any/all survey monitoring and/or settlement reference points during construction.
9. Relocation of any/all existing site utilities.
10. Any/all licenses, permits and associated fees.
11. Erosion control, site drainage and storm water management control plans and installation.
12. Construction water for use throughout the day within 200 feet from PESPS installation, minimum ¾ inch diameter connection, supplied at rate of 50 gpm.



PROPOSAL ASSUMPTIONS AND CONDITIONS FOR COMPLETION OF PTM SCOPE OF WORK:

For this proposal, PTM has included the assumptions and conditions detailed below which shall be deemed in and part of any subsequent contract whether incorporated by specific reference or not. In the event of conflict between the contents of this proposal and a subsequent contract the former will govern.

Prior to executing a formal contract for the work described herein, a detailed scope review and site access meeting will follow a verbal notice to proceed. To facilitate timely completion of all submittals, PTM shall be provided electronic versions of design documents completed to date, with the understanding that a release of liability/waiver will be required. As appropriate, PTM design/construction techniques will be accepted by the Owner and/or their Engineer(s); specifically we have assumed PESPS design based upon a dewatered condition with groundwater drawn down 18" inches below bottom of excavation elevation, prior to commencement of excavation.

PESPS installation will commence at proposed top of wall elevations with any/all precasts made prior to PTM mobilization. All center of pier locations must be a minimum of three feet away from existing structures. Any/all dewatering systems shall be installed prior to PTM arrival on site or concurrently with tangent pier installation prior to commencement of mass excavation, so as not to interfere with our operations.

Should a man-made obstruction be encountered which causes the auger to move off location or prevent further penetration, i.e. refusal, the pile will be completed and paid for as a job pile. If such obstructions are required to be removed and area to be properly backfilled with suitable materials, that work is to be performed by others. Extra costs, such as excavations, backfill, redesign, etc., will be the responsibility of others.

For drilling purposes, a minimum lateral clearance of three feet is required from any existing structures.

Site coordination and access to our work shall allow for our crews to work Monday through Friday during normal hours (excluding holidays) in a continuous manner, without disruption, commencing in 2022. **PTM will perform work under prevailing wage rates consistent with project requirements.**

PTM assumes no liability, if damage to the walls in place or improper junction between the walls and later construction results from work subsequent to ours, including, but not limited to, cutting off, trimming & leveling of the excavation, cap & grade beam excavation as well as general filling and grading.

The attached Standard Conditions as a Sheeting & Shoring Subcontractor are part of this proposal; all terms of which shall become part of any subsequent purchase order/subcontract agreement.

Delays to that are under the control of the general contractor or owner will be paid for at a rate of \$750 per hour.



PESPS PRICING AND SCHEDULE:

PTM proposes to perform work described in this Proposal for the prices below.

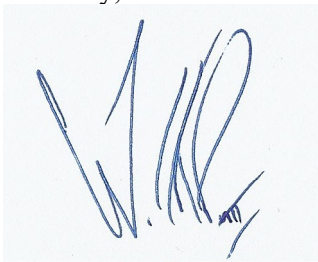
Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Price
1.	PESPS Design Development & Preparation – Meetings / Drafting / Submittals	1	Lump Sum	\$ 4,500.00	\$ 4,500.00
2.	Crew / Materials "Project" Mobilization / Demobilization	1	Lump Sum	\$ 25,000.00	\$ 25,000.00
3.	PESPS - (90 l.f. total)	1	Lump Sum	\$ 259,865.00	\$ 259,865.00
Total					\$ 289,365.00

Notes:

- Sales tax has not been included on all permanent materials.
- The cost of a performance and payment bond is not included in our contract price. **Should a bond be required, please ADD two percent to the above Lump Sum Base Proposal Amount.**
- PTM specifically excludes any and all liability for liquidated damages arising out of its work on this project.
- We require two weeks minimum written notice to proceed to commence work on submittals and plan for resource allocation and mobilization.

Thank you for giving PTM the opportunity to present this proposal. If you have any questions, concerns or wish to discuss further, please don't hesitate call me at 913-747-4670 ext. 101 (office) or 913-953-6061 (cell).

Sincerely,



William F. Powers III

William F. Powers III, P.E.
 Principal



PTM STANDARD CONDITIONS AS A SHEETING AND SHORING SUBCONTRACTOR

This proposal is based upon the following conditions, exclusions and requirements.

1. GENERAL CONTRACTOR COORDINATION AND SUPPORT.

Throughout the project, the General Contractor shall be responsible for providing PTM with each of the following, which are excluded from PTM's scope of work.

- a. coordinating all work of other contractors and suppliers so as not to hinder, interfere with or delay PTM work;
- b. all required field engineering, surveying and layout, including clearly marked center lines, grades, offset stakes, and elevations at each hole location and maintenance of same;
- c. all required soil, concrete and materials testing, inspection and /or system monitoring, permits, licenses, surveys, easements, permissions to encroach, reports, as-built drawings, notices to government agencies, and licenses;
- d. suitable areas on or adjacent to site for PTM's storage of materials and equipment and fabrication of materials;
- e. protection, location, relocation, removal, rerouting, and/or repair of all pavement, sidewalks, conduits, wires, pipelines and other utilities, whether underground or overhead, in the project area and on adjacent property, as required to prevent interference with PTM's work;
- f. continuous removal and disposal of all spoils and waste materials, debris, excess grout and dunnage, so as not to interfere with or delay PTM's work;
- g. site dewatering, if required, before and during PTM's work so as to prevent hydrostatic head that interferes with PTM's progress;
- h. reasonable traffic control and protection, including all labor (flag persons, flashers, etc.) and equipment, street cleaning, barricades, fences, and handrails, including relocation as required;
- i. water, lighting, telephone service, sanitary facilities and electrical power, is such quantity and quality as required by PTM and available within 200 feet of each work location;

2. EXCLUSIONS.

Unless otherwise stated in the accompanying proposal, the following items for work are excluded from PTM's scope and shall be paid for as additive change orders if required.

- a. removal of subsurface obstructions of any kind that were not disclosed in the project soils information provided to PTM at bid time;
- b. forming, placement of dowels, anchor bolts, and keys;
- c. sandblasting or any other work above the top elevation of the specified working grade;
- d. providing ironworkers or other crafts not currently employed by PTM;
- e. removal of materials after they have been installed, except when such removal is caused by PTM defective work;
- f. overtime labor required by Owner and /or General Contractor;
- g. premium charged for any payment or performance bond that may be required from PTM;
- h. costs of repairing damage arising from the vibrations or weight of PTM's equipment, except where PTM is negligent;
- i. costs of more than one mobilization and demobilization at the site, if PTM's work is interrupted, suspended or delayed by causes outside its control.



3. ACCESS.

Throughout the project, the General Contractor shall be responsible for providing reasonable access by which concrete trucks and other construction-related vehicles can move under their own power to and from each location where they are required for PTM's work, including without limitation the placement and maintenance of dry, level, firm benches, ramps, etc., with mats, gravel or other surface materials. General Contractor shall similarly provide safe access to all work location for all PTM personnel and their equipment and materials, including without limitation any required ladders, stairways, material hoists, man-lifts and/or scaffolding.

4. SCHEDULE.

Time is of the essence in the agreement. General Contractor and PTM shall adhere to mutually agreed upon schedule. General Contractor shall provide work persons, materials, and supervision in order to expedite the work to meet or exceed the project schedule.

5. HAZARDOUS MATERIALS.

PTM shall not be required to remove, transport or dispose of hazardous substances or contaminated materials (as designated by any government or other regulatory agency). Before PTM's work begins, General Contractor shall disclose in writing all hazardous and contaminated material at the project site of which it is aware and that can be obtained from Owner or the Owner's representative. Owner and/or General Contractor shall furnish all tests, inspections, and notices required by law.

The encountering of any hazardous substance or contaminated material that affects PTM's work shall constitute a differing site condition for which PTM shall be entitled to equitable price and schedule adjustments. If such a condition is discovered, PTM shall be entitled to stop all affected work and shall have no obligation to perform investigation or remedial work. The Owner and/or General Contractor or its representative(s) shall immediately investigate the condition and give prompt notice as the condition is alleviated and directs PTM to proceed, PTM may require the General Contractor to provide insurance with mutually agreed policy limits to cover the personnel health risks and remediation liabilities to which PTM may thereby be exposed. General Contractor shall indemnify, hold harmless, and defend PTM and its owners, officers, employees, agents subcontractors of any tier, suppliers, and consultants from and against any liability, claim, loss, or expense (including legal and expert expenses) arising out of the existence, encountering, handling, disposal, release, or remediation of any hazardous substance or contaminated material other than materials brought to the site by PTM.

6. MEASUREMENT AND PAYMENT.

General Contractor shall promptly inspect and accept the TERS after it is completed. Changes made after that acceptance will be compensable to PTM. No work by others shall be back charged or otherwise charged to PTM's account unless reported to and accepted by an authorized PTM representative at the end of each day when the work is performed. If the parties cannot otherwise agree on compensation for any change or delay entitling PTM to an equitable adjustment, PTM shall be paid in additional costs plus a 20% markup for overhead and fee.

During the work, progress payment shall be made monthly. These progress payments shall include reimbursement of costs for all materials that have been purchased and/or satisfactorily fabricated, even if they have not yet been installed. Interest or late fees will be charged on all past due accounts, at 10% per annum. Retention if withheld, shall be limited to no more than 5% of PTM's earned payments. Full payment for PTM work shall be made within 30 days after substantial completion of that work. General Contractor shall withhold no retention from this final payment. If there are phases or ramp removal, they shall be treated as separate jobs with separate retention.



7. LIMITATIONS ON DAMAGES.

PTM shall under no circumstances be liable to Owner and/or General Contractor or to any of Owner's and/or General Contractor's employees, contractors or consultants for any indirect, consequential, or exemplary damages. PTM's total liability to Owner and/or General Contractor (under contract, tort and otherwise) shall in no case exceed PTM's contract price.

8. DIFFERING SITE CONDITIONS.

Notwithstanding any other provision in any contract documents, PTM shall be entitled to an equitable adjustment to its price and schedule whenever its work is adversely affected by encountering any latent condition at the project site that differs from conditions (A) indicated by the Contract documents or soils data furnished to PTM at bid time, or (B) ordinarily encountered and generally recognized as inherent in work of the character provide in the Contract.

9. TAXES.

Unless specifically stated in PTM's proposal any local, state, federal or other governmental agency taxes, including without limitation sales tax are included.

10. INDEMNITY.

PTM shall indemnify, but not defend, Owner and/or General Contractor with respect to any claim that arises directly from the negligence or intentional fault, if any, of PTM in performing its work hereunder, but the extent of such indemnity shall be limited to PTM's portion of the total fault causing the loss or damage on which the claim is based. PTM shall have no other responsibility to defend, pay for, or indemnify Owner and/or General Contractor or its agents with respect to claims arising from or related to PTM's work hereunder.

11. INSURANCE.

PTM shall maintain in place, throughout the performance of its work hereunder, worker's compensation coverage as required by law, and commercial general liability insurance, for bodily injury and property damage coverage (without the exclusion for explosion, collapse and underground loss), with a single occurrence limit of \$1 Million. Coverage and the endorsement for additional insured parties shall be limited to PTM's share in the total fault causing the loss or damage on which the claim is based.

12. AMENDMENT.

These general conditions shall not be nullified or superseded except by a subsequent document signed by an authorized representative of PTM.

13. DISPUTES.

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration



Association under its Construction Industry Mediation Rules before resorting to arbitration, litigation, or some other dispute resolution technique. PTM shall be entitled to recover, in addition to any damages or costs otherwise allowed, all reasonable attorneys' fees and costs, costs of expert witnesses, and other expenses incurred in enforcing PTM's right to payment or other benefits under this contract, irrespective of whether such enforcement is accomplished through the filing of an action at law, the prosecution or arbitration proceeding, or otherwise.

14. EXPIRATION.

Unless specified otherwise, this bid quotation shall not remain in effect after 30 days of the bid date unless accepted in writing or by Contract. After 30 days prices are subject to change.

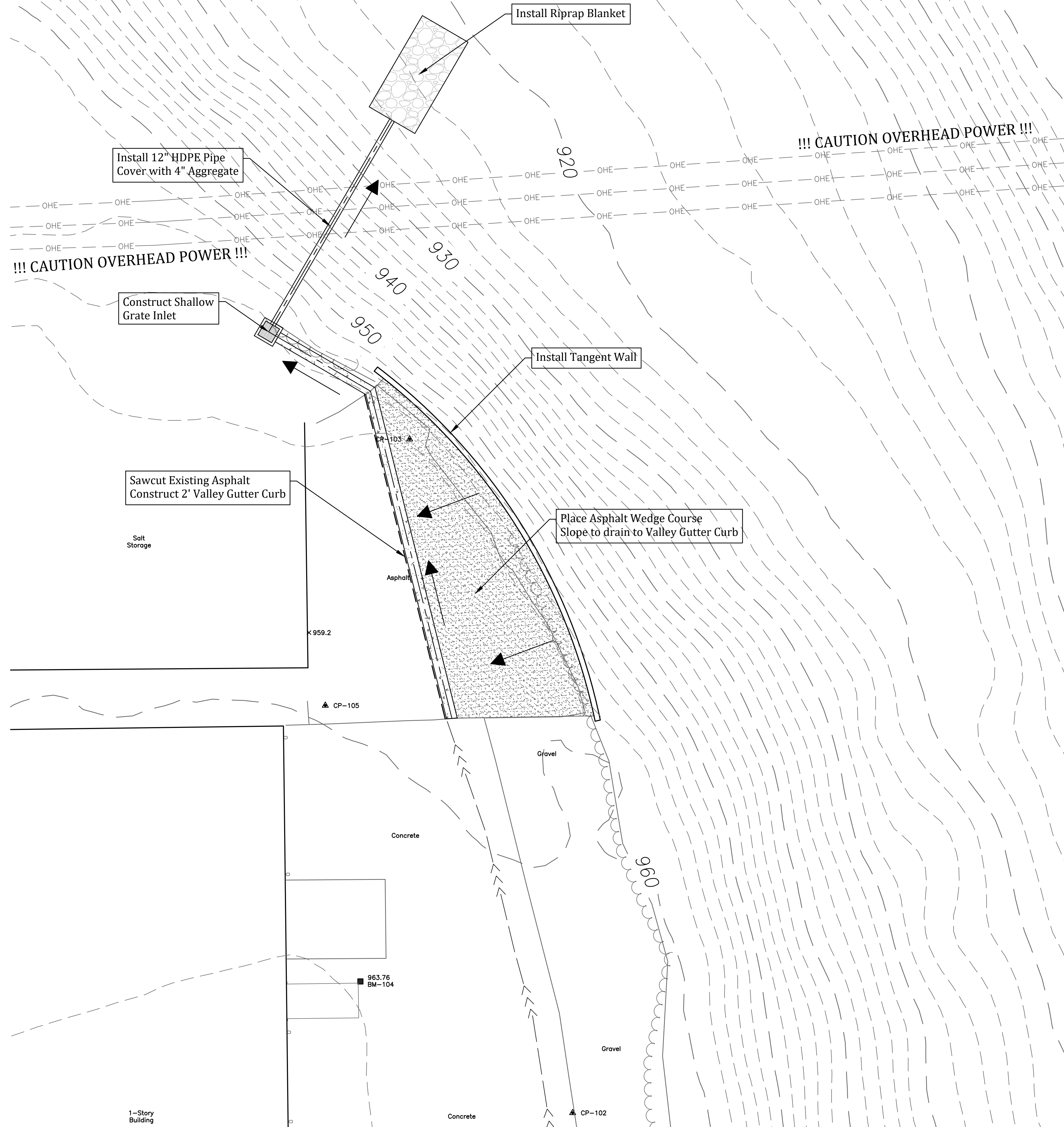
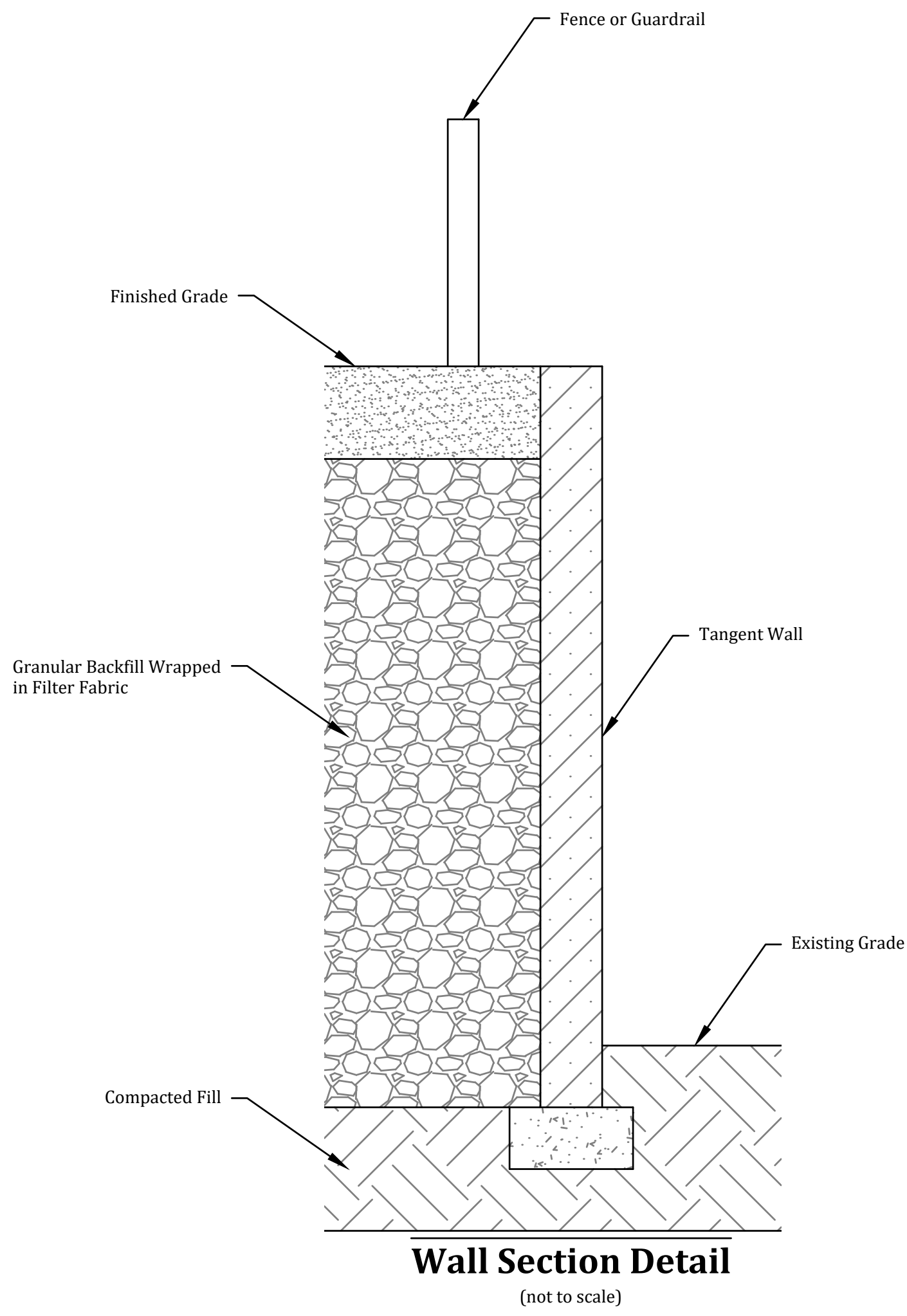
15. PRECEDENCE.

These conditions shall be attached to and become part of the Contract and shall take precedence over any conflicting provisions.

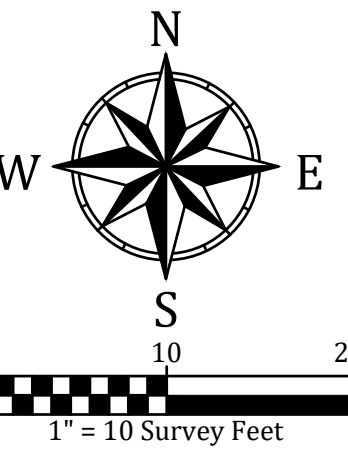
Tom Ingram

City of Fairway
4717 Roe Parkway
Roland Park, Kansas 66205
Bill Stogsdill

Fairway Slope Repair
4715 Roe Parkway
Section 04, Township 12, Range 25
Roland Park, Johnson County, Kansas



Site Plan



Scale: 1:10
Date: November 4, 2021

215509-CD-SH-Site Plan.dwg
Drawn By: ---
Checked By: ---

Sheet Page of Total Pages 3

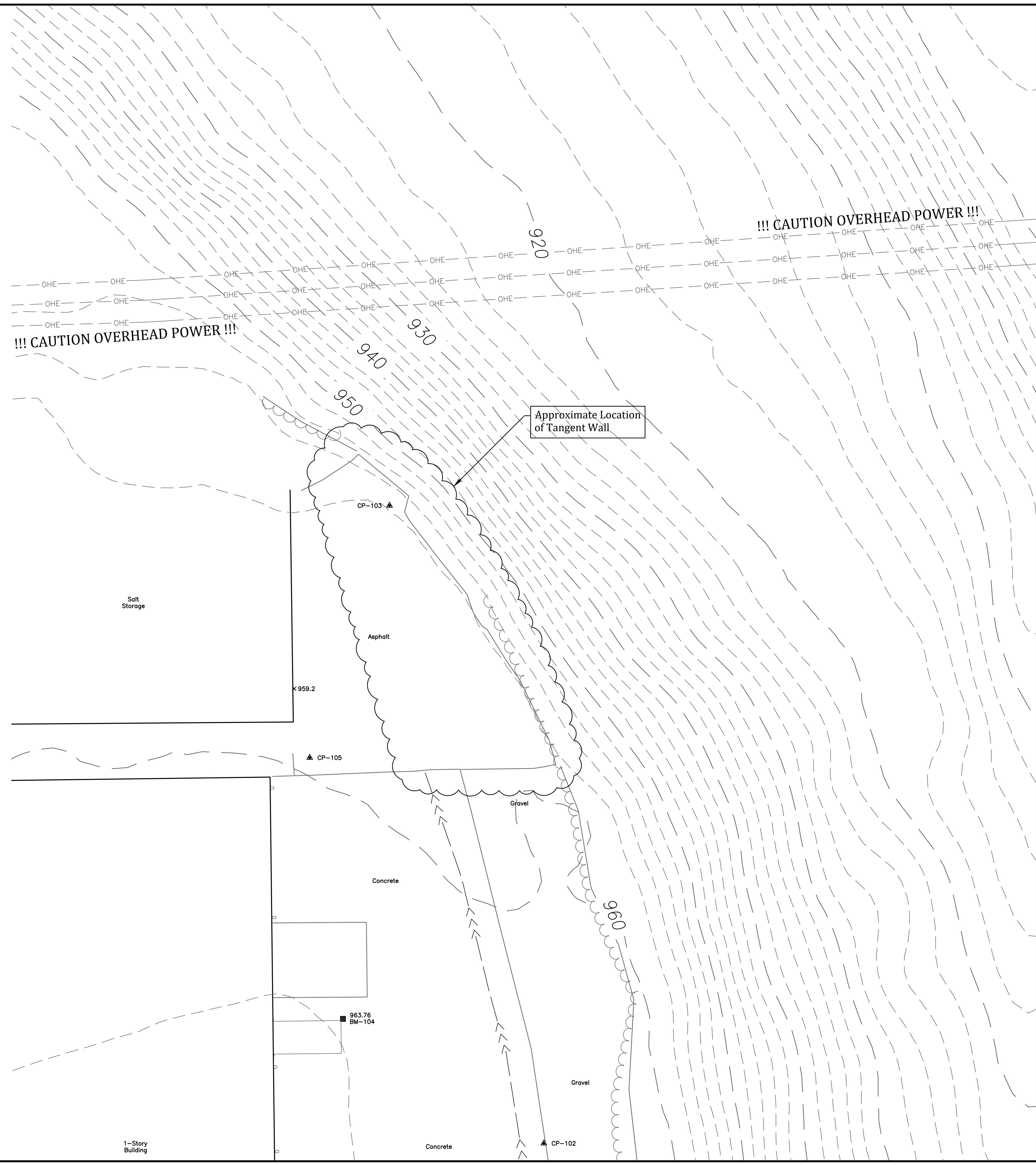
C2

Tom Ingram

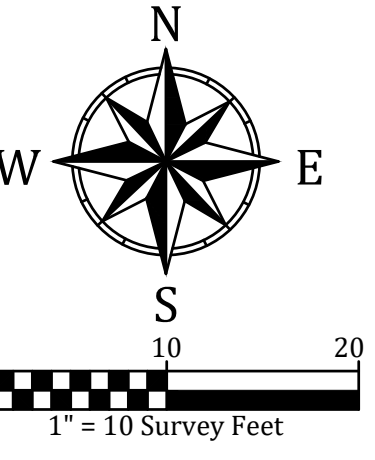
City Of Fairway
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Site Plan



Scale: 1:10
Date: November 12, 2021

215509-CD-SH-Site Plan.dwg
Drawn By: ----
Checked By: ----

Sheet Page of Total Pages 3

C2

Item Number: VI. Other
Matters Before the Planning
Commission



City of Roeland Park
Action Item Summary

Submitted By:

Jennifer Jones-Lacy, Assistant City Administrator Director of Finance

Committee/Department: Administration

Title: City Project Updates

Item Type: Presentation

Recommendation:

Details:

Staff will provide updates on City projects including:

- The Rocks
- Roeland Park Community Center
- Nall Avenue
- Mission Road
- Strategic Plan
- Public Art Master Plan
- Mighty Bike
- 75th Anniversary Committee

Fiscal Impact	
Amount of Request:	
Budgeted item?	Budgeted Amount:
Line Item Code/Description:	

Additional Information

Diversity Equity & Inclusion Lens

What are the implications to intersectionality?

- Does this item benefit all racial groups?

- Does this item benefit Community for All Ages?
- Does this item exclude or disproportionately impact any social identities? If yes, what populations and why?
- What (if any) social determinants of health are impacted by this item?
- What (if any) are the unintended economic and environmental impacts of this item?
- How has the impacted community been involved?
- How will the program be communicated to all stakeholders?

ATTACHMENTS:

None