

COMMITTEE OF THE WHOLE MEETING AGENDA
ROELAND PARK
Roeland Park City Hall - 4600 W 51st St
Monday, November 2, 2015 6:00 PM

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

Admin	Finance	Safety	Public Works
Chair, Janssen	Chair, Rhoades	Chair, McNeil	Chair, Fast
Co-Chair, Poppa	Co-Chair, Kelly	Co-Chair, Thompson	Co- Chair, Kellerman

I. DISCUSSION ITEMS:

1. Admin – Gas Franchise Ordinance Renewal (est. time 10 min.)
2. Admin – Resident Communication Update (est. time 10 min.)
3. Public Safety – 3rd Quarter Safety Statistics (est. time 10 min.)
4. Admin – Committee of the Whole Structure (est. time 30 min)
5. Admin – Special Permit for 3 Dogs- Mallon (est. time 15 min.)
6. Admin – Donation Policy (est. time 15 min.)
7. Admin - Ad-Hoc Development Update 4800 Roe Parkway
8. Admin - Ad-Hoc Development Update NE Johnson Dr. and Roe Blvd

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 11/2/2015
Meeting Date:



City of Roeland Park Action Item Summary

Date: 10/1/2015
Submitted By: Mark Pentz, Interim City Administrator
Committee/Department: Admin.
Title: **Admin – Gas Franchise Ordinance Renewal (est. time 10 min.)**
Item Type: Ordinance

Recommendation:

Staff recommends that the Committee of the Whole move the Kansas Gas Service company franchise ordinance renewal to the November 16th City Council meeting.

Details:

The Kansas Gas Service company's franchise ordinance authorizing it to provide service in the City of Roeland Park expires in November. The City Attorney has been working with the company's attorneys on preparing a renewal ordinance which is attached for your review. The City Attorney will be present Monday evening to discuss this issue with the COW

ATTACHMENTS:

Description	Type
Ord. 922 - redline changes	Ordinance

ORDINANCE NO. 922

AN ORDINANCE GRANTING TO KANSAS GAS SERVICE, A DIVISION OF ONE GAS INC., A FRANCHISE TO CONSTRUCT, OPERATE AND MAINTAIN A NATURAL GAS SYSTEM IN THE CITY OF ROELAND PARK, KANSAS AND PRESCRIBING THE TERMS OF SAID FRANCHISE.

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

SECTION 1. DEFINITIONS.

For purposes of this Ordinance the following words and phrases shall have the meanings given herein. When not inconsistent within the context, words used in the present tense include the future tense and words in the single number include the plural number. The word “shall” is always mandatory, and not merely directory.

“**City**” shall mean the City of Roeland Park, Kansas.

“**Company**” shall mean Kansas Gas Service, a Division of ONE Gas, Inc.

“**Distribution System or Distribution Facilities**” shall mean a pipeline or system of pipelines, including without limitation, mains, pipes, boxes, reducing and regulating stations, laterals, conduits and services extensions, together with all necessary appurtenances thereto, or any part thereof located within the Right-of-Way, for the purpose of “Distribution” or supplying natural gas for light, heat, power and all other purposes.

“**Distributed or Distribution**” shall mean all sales, supply, or transportation of natural gas to any Sales or Transportation Consumer for use within the City by the Company or by others through the Distribution Facilities of Company in the Right of Way.

“**Entity**” shall mean any individual person(s), governmental entity, business, corporation, partnership, firm, limited liability corporation, limited liability partnership, unincorporated association, joint venture or trust and shall include all forms of business enterprise not specifically listed herein.

“**Franchise**” shall mean the grant of authority by the City to transport, distribute or sell natural gas to the inhabitants of the City and to operate a Distribution System or Distribution Facilities.

“**Franchise Fee**” shall mean consideration paid in the form of a charge upon the Company as prescribed in this Franchise Ordinance.

“Franchise Ordinance” shall mean this Ordinance No. _____ granting a natural gas franchise to Company.

“Gross Receipts” shall mean any and all compensation and other consideration derived by the Company from any Distribution of natural gas to all consumers within the City. Such term shall not include revenue from certain miscellaneous charges and accounts including but not limited to: connection fees, disconnection and reconnection fees, temporary service charges, delayed or late payment charges, collection fees, customer project contributions, meter test fees, and returned check charges. Additionally, “Gross receipts” shall not include credit extended pursuant to the Cold Weather Rule or substitute rule of the Kansas Corporation Commission, from natural gas sold within the corporate limits of the City. Gross receipts shall also include all fees and charges received by the Company from any person or entity receiving natural gas from the Company for the sale or natural gas for resale to consumers within the City.

“MCF” shall mean a measurement of natural gas equal to one thousand (1,000) cubic feet. It is assumed for purposes of this Franchise Ordinance that one MCF equals one million (1,000,000) British Thermal Units.

“Right-of-Way” shall mean the area on, below or above the present and future streets, avenues, alleys, bridges, boulevards, roads, highways, parks, parking places and public areas dedicated to or acquired by the City.

“Sales Consumer” shall mean, without limitation, any “Entity” that purchases natural gas within the Corporate City limits from Company for delivery to such consumer within the City through the Company’s Distribution System or Distribution Facilities.

“Settlement Prices” shall mean the settlement prices for natural gas futures contracts traded on the New York Mercantile Exchange (NYMEX) on the fifteenth (15th) day of each month as published in the Wall Street Journal (WSJ), or other nationally recognized publication, on the following business day (or the next day in which a Settlement Price is published).

“Transportation Consumer” shall mean without limitation, any Entity that transports “Transport Gas” within the Corporate City limits through Company’s Distribution Facilities for consumption within the City’s corporate limits.

“Transport Gas” shall mean all natural gas transported by the Company, or by others, but not sold by the Company, to any consumer within the City through the Distribution Facilities of the Company.

Volumetric Rate” shall mean \$0.030 per MCF for Transport Gas distributed to Transportation Consumers. The Volumetric Rate shall be subject to adjustment and recalculation in the future in accordance with the provisions set forth below. The Volumetric Rate Calculation form incorporated herein and attached hereto as Attachment A shall be used for recalculating the Volumetric Rate. There shall be an annual recalculation of the Volumetric Rate which shall be effective each January 1. The recalculation shall be based on Settlement Prices for the twelve (12) month period beginning in July of the second (2nd) preceding year and ending in June of the preceding year. For the fifteen (15th) day of each month during said twelve (12) month period, the Settlement Prices for natural gas for the next twelve (12) months will be summed and divided by twelve (12) to determine an average Settlement Price. The average Settlement Prices for each of the twelve (12) months shall then be summed and divided by twelve (12) and multiplied by three percent to obtain the Volumetric Rate to be effective January 1 of the next succeeding year. The Volumetric Rates shall be calculated by the City in accordance with the procedures set out herein and filed with the City Clerk by July 31 of each year for those rates to be effective on January 1 of the following year.

SECTION 2. GRANT OF FRANCHISE.

- a. That in consideration of the benefits to be derived by the City of Roeland Park, Kansas, (“City”), and its inhabitants, there is hereby granted to Kansas Gas Service, a Division of ONE Gas, Inc. (“Company”), said Company operating a system for the transmission and distribution of natural gas in the State of Kansas, the non-exclusive right, privilege, and authority to occupy and use the several streets, avenues, alleys, bridges, parks, parking areas, and public places of said City, for the placing and maintaining of equipment and property necessary to carry on the business of selling and distributing natural gas for all purposes to the City, and its inhabitants, and through said City and beyond the limits thereof; to obtain said natural gas from any source available; and to do all things necessary or proper to carry on said business.
- b. The grant of this franchise by the City shall not convey title, equitable or legal, in the Public right-of-way, and shall give only the right to occupy the Public right-of-way, for the purposes and for the period stated in this franchise. This franchise *does not*:
 - (1) Grant the right to use Facilities or any other property, natural gas related or otherwise, owned or controlled by the City or a third-party, without the consent of such party;
 - (2) Grant the authority to construct, maintain or operate any Facility or related appurtenance on property owned by the City outside of the Public right-of-way, specifically including, but not limited to, parkland property, City Hall property or public works facility property; or
 - (3) Excuse Company from obtaining appropriate permissions or right-of-way

agreements before locating its Facilities on the Facilities owned or controlled by the City or a third-party.

- c. As a condition of this grant, Company is required to obtain and is responsible for any necessary permit, license, certification, grant, registration or any other authorization required by any appropriate governmental entity, including, but not limited to, the City or the Kansas Corporation Commission (KCC). Company shall also comply with all applicable laws, statutes and/or city regulations (including, but not limited to those relating to the construction and use of the Public right-of-way or other public property).
- d. Company shall not provide any additional services for which a franchise is required by the City without first obtaining a separate franchise from the City or amending this franchise, and Company shall not knowingly allow the use of its Facilities by any third party in violation of any federal, state or local law.
- e. This authority to occupy the Public right-of-way shall be granted in a competitively neutral and nondiscriminatory basis and not in conflict with state or federal law.

SECTION 3. USE OF PUBLIC RIGHT-OF-WAY.

- a. Subject to the provisions of this franchise, Company shall have the right to construct, maintain and operate its Facilities along, across, upon and under the Public right-of-way. Such Facilities shall be so constructed and maintained as not to obstruct or hinder the usual travel or public safety on such public ways or obstruct the legal use by other utilities.
- b. Company's use of the Public right-of-way shall always be subject and subordinate to the reasonable public health, safety and welfare requirements and regulations of the City. The City may exercise its home rule powers in its administration and regulation related to the management of the Public right-of-way; provided that any such exercise must be competitively neutral and may not be unreasonable or discriminatory. Company shall be subject to all applicable laws and statutes, and/or rules, regulations, policies, resolutions and ordinances adopted by the City, relating to the construction and use of the Public right-of-way, including, but not limited to, Chapter 13, Article 8 of the City's Code and amendments thereto.
- c. Company shall participate in the Kansas One Call utility location program.

SECTION 4. COMPENSATION TO THE CITY.

- a. In consideration of this franchise, and in lieu of any city occupation, license, or revenue taxes, the Company shall pay to the City during the term of this franchise:

- (1) A sum equal to five (5%) of the Gross Receipts received by Grantee from the Grantee's Distribution of natural gas to Sales Consumers;
 - (2) A sum equal to one (1%) of the Gross Receipts received by Grantee from the Grantee's Distribution of natural gas to Transportation Consumers.
- b. Payments of the compensation above shall commence with the first cycle of the monthly billing cycle which begins in November 2015. Prior to that date, payments shall continue to be calculated and be paid in the manner previously provided in Ordinance No. 654 and amendments thereto. Such payments shall be made on or before the last day of each month and shall be based upon such Gross Receipts charged and collected for the preceding month. If any franchise fee, or any portion thereof, is not postmarked or delivered on or before the due date, interest thereon shall accrue from the due date until received, at the applicable statutory interest rate.
- c. The payments and compensation herein provided shall be in lieu of all other licenses, taxes, charges, and fees, except that the usual general property taxes and special ad valorem property assessments, sales, and excise taxes or charges made for privileges which are not connected with the natural gas business, will be imposed on the Company and are not covered by the payments herein.
- d. From and after the date hereof, however, the permit fees required of the Company by any ordinance presently in effect or hereafter adopted for a permit to excavate in or adjacent to any street, alley, or other public place shall be deemed a part of the compensation paid in this Section 4 and shall not be separately assessed or collected by the City; in no event, however, shall this provision be interpreted to waive the requirement of notice to the City and the procedural requirements of such ordinance.
- e. Upon written request by the City, but no more than once per quarter, Company shall submit to the City either a statement showing the manner in which the franchise fee was calculated.
- f. No acceptance by the City of any franchise fee shall be construed as an accord that the amount paid, is in fact the correct amount, nor shall acceptance of any franchise fee payment be construed as a release of any claim of the City. Any dispute concerning the amount due under this Section shall be resolved in the manner set forth in K.S.A. 12-2001, and amendments thereto.
- g. Unless previously paid, within sixty (60) days of the effective date of this franchise, Grantee shall pay to the City a one-time application fee of One Thousand Dollars (\$1,000.00). The parties agree that such fee reimburses the City for its reasonable, actual and verifiable costs of reviewing and approving this franchise.
- h. The City shall have the right to examine, upon written notice to Company no more often than once per calendar year, those records necessary to verify the correctness of the franchise fees paid by Company.

SECTION 5. INDEMNITY AND HOLD HARMLESS.

It shall be the responsibility of Company to take adequate measures to protect and defend its Facilities in the Public right-of-way from harm or damage. If Company fails to accurately or timely locate Facilities when requested, in accordance with the Kansas Underground Utility Damage Prevention Act, K.S.A. 66-1801 et seq., it has no claim for costs or damages against the City and its authorized contractors unless such parties are responsible for the harm or damage by its negligence or intentional conduct. The City and its authorized contractors shall be responsible to take reasonable precautionary measures including calling for utility locations and observing marker posts when working near Company's Facilities.

Company shall indemnify and hold the City and its officers and employees harmless against any and all claims, lawsuits, judgments, costs, liens, losses, expenses, fees (including reasonable attorney fees and costs of defense), proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including personal or bodily injury (including death), property damage or other harm for which recovery of damages is sought, to the extent that it is found by a court of competent jurisdiction to be caused by the negligence of Company, any agent, officer, director, representative, employee, affiliate or subcontractor of Company, or its respective officers, agents, employees, directors or representatives, while installing, repairing or maintaining Facilities in the Public right-of-way.

The indemnity provided by this subsection does not apply to any liability resulting from the negligence of the City, its officers, employees, contractors or subcontractors. If Company and the City are found jointly liable by a court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws of this state without, however, waiving any governmental immunity available to the City under state law and without waiving any defenses of the parties under state or federal law. This section is solely for the benefit of the City and Company and does not create or grant any rights, contractual or otherwise, to any other person or entity.

Company or City shall promptly advise the other in writing of any known claim or demand against Company or the City related to or arising out of Company's activities in the Public right-of-way.

SECTION 6. INSURANCE REQUIREMENT AND PERFORMANCE BOND.

- a. During the term of this franchise, Company shall obtain and maintain insurance coverage at its sole expense, with financially reputable insurers that are licensed to do business in the state of Kansas. Should Company elect to use the services of an affiliated captive insurance company for this purpose, that company shall possess a certificate of authority from the Kansas Insurance Commissioner. Company shall provide not less than the following insurance:

- (1) Workers' compensation as provided for under any worker's compensation or similar law in the jurisdiction where any work is performed with an employers' liability limit equal to the amount required by law.
 - (2) Commercial general liability, including coverage for contractual liability and products completed operations liability on an occurrence basis and not a claims made basis, with a limit of not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage liability. The City shall be included as an additional insured with respect to liability arising from Company's operations under this franchise.
- b. As an alternative to the requirements of subsection (a), Company may demonstrate to the satisfaction of the City that it is self-insured and as such Company has the ability to provide coverage in an amount not less than one millions dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in aggregate, to protect the City from and against all claims by any person whatsoever for loss or damage from personal injury, bodily injury, death or property damage occasioned by Company, or alleged to so have been caused or occurred.
- c. Company shall, as a material condition of this franchise, prior to the commencement of any work and prior to any renewal thereof, deliver to the City a certificate of insurance or evidence of self-insurance, satisfactory in form and content to the City, evidencing that the above insurance is in force and will not be cancelled or materially changed with respect to areas and entities covered without first giving the City thirty (30) days prior written notice. Company shall make available to the City on request the policy declarations page and a certified copy of the policy in effect, so that limitations and exclusions can be evaluated for appropriateness of overall coverage.
- d. Company shall, as a material condition of this Contract franchise, prior to the commencement of any work and prior to any renewal thereof, deliver to the City a performance bond in the amount of fifty thousand dollars (\$50,000), payable to the City to ensure the appropriate and timely performance in the construction and maintenance of Facilities located in the Public right-of-way. The required performance bond must be with good and sufficient sureties, issued by a surety company authorized to transact business in the State of Kansas, and satisfactory to the City Attorney in form and substance.

SECTION 7. REVOCATION AND TERMINATION.

In case of failure on the part of Company to comply with any of the provisions of this franchise, or if Company should do or cause to be done any act or thing prohibited by or in violation of the terms of this Contract franchise, Company shall forfeit all rights, privileges and franchise granted herein, and all such rights, privileges and franchise

hereunder shall cease, terminate and become null and void, and this Contract franchise shall be deemed revoked or terminated, provided that said revocation or termination, shall not take effect until the City has completed the following procedures: Before the City proceeds to revoke and terminate this Contract franchise, it shall first serve a written notice upon Company, setting forth in detail the neglect or failure complained of, and Company shall have sixty (60) days thereafter in which to comply with the conditions and requirements of this Contract franchise. If at the end of such sixty (60) day period the City deems that the conditions have not been complied with, the City shall take action to revoke and terminate this franchise by an affirmative vote of the City Council present at the meeting and voting, setting out the grounds upon which this franchise is to be revoked and terminated; provided, to afford Company due process, Company shall first be provided reasonable notice of the date, time and location of the City Council's consideration, and shall have the right to address the City Council regarding such matter. Nothing herein shall prevent the City from invoking any other remedy that may otherwise exist at law. Upon any determination by the City Council to revoke and terminate this franchise, Company shall have thirty (30) days to appeal such decision to the District Court of Johnson County, Kansas. This franchise shall be deemed revoked and terminated at the end of this thirty (30) day period, unless Company has instituted such an appeal. If Company does timely institute such an appeal, such revocation and termination shall remain pending and subject to the court's final judgment. Provided, however, that the failure of Company to comply with any of the provisions of this franchise or the doing or causing to be done by Company of anything prohibited by or in violation of the terms of this franchise shall not be a ground for the revocation or termination thereof when such act or omission on the part of Company is due to any cause or delay beyond the control of Company or to bona fide legal proceedings.

SECTION 8. RESERVATION OF RIGHTS.

- a. The City specifically reserves its right and authority as a customer of Company and as a public entity with responsibilities towards its citizens, to participate to the full extent allowed by law in proceedings concerning Company's rates and services to ensure the rendering of efficient natural gas service and any other services at reasonable rates, and the maintenance of Company's property in good repair.
- b. In granting its consent hereunder, the City does not in any manner waive its regulatory or other rights and powers under and by virtue of the laws of the State of Kansas as the same may be amended, its Home Rule powers under the Constitution of the State of Kansas, nor any of its rights and powers under or by virtue of present or future ordinances of the City.
- c. In granting its consent hereunder, Company does not in any manner waive its regulatory or other rights and powers under and by virtue of the laws of the State of Kansas as the same may be amended, or under the Constitution of the State of Kansas, nor any of its rights and powers under or by virtue of present or future ordinances of the City.

- d. In entering into this franchise, neither the City's nor Company's present or future legal rights, positions, claims, assertions or arguments before any administrative agency or court of law are in any way prejudiced or waived. By entering into the franchise, neither the City nor Company waive any rights, but instead expressly reserve any and all rights, remedies, and arguments the City or Company may have at law or equity, without limitation, to argue, assert, and/or take any position as to the legality or appropriateness of any present or future laws, non-franchise ordinances (e.g. the City's right-of-way ordinance referenced in Section 3b of this franchise), and/or rulings.

SECTION 9. FAILURE TO ENFORCE.

The failure of either the City or the Company to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by the City or the Company unless said waiver or relinquishment is in writing and signed by both the City and the Company.

SECTION 10. TERM AND TERMINATION DATE.

- a. That in consideration of the benefits to be derived by the City of Roeland Park, Kansas, ("City"), and its inhabitants, there is hereby granted to Kansas Gas Service, a Division of ONE Gas, Inc. ("Company"), said Company operating a system for the transmission and distribution of natural gas in the State of Kansas, the non-exclusive right, privilege, and authority for a period of ten (10) years, commencing on the effective date of this ordinance with five (5) two (2) year automatic extensions thereafter not to exceed twenty (20) years from the effective date of this Ordinance, to occupy and use the several streets, avenues, alleys, bridges, parks, parking areas, and public places of said City, for the placing and maintaining of equipment and property necessary to carry on the business of selling and distributing natural gas for all purposes to the City, and its inhabitants, and through said City and beyond the limits thereof; to obtain said natural gas from any source available; and to do all things necessary or proper to carry on said business. Either party may terminate this Ordinance after the initial five (5) year period or extension thereafter by giving at least one (1) year prior written notice to the other party.
- b. Additionally, upon written request of either the City or the Company, the franchise shall be reopened and renegotiated at any time upon any of the following events:
 - (1) Change in federal, state, or local law, regulation, or order which materially affects any rights or obligations of either the City or Company, including, but not limited to, the scope of the grant to the Company or the

- compensation to be received by the City.
- (2) Change in the structure or operation of the natural gas industry which materially affects any rights or obligations of either the City or Company, including, but not limited to, the scope of the grant to the Company or the compensation to be received by the City.
 - (3) Any other material and unintended change or shift in the economic benefit to the City or the Company relied upon and anticipated upon entering into this franchise.
 - (4) The compensation provision of this franchise shall be reopened and renegotiated at any time if energy consumers within the City have access to alternative natural gas suppliers or other suppliers of energy through pipelines, and use the public rights of way or public property of the City without paying a franchise fee or other payment substantially equivalent to the franchise fee established herein, which results in a material and unfair disadvantage to the Company. Likewise, the use of right of provision of this franchise shall be reopened and renegotiated if energy consumers within the City have access to alternative natural gas suppliers or other suppliers of energy through pipelines which use the public rights of way or public property of the City, and do not have requirements on the use of the public ways substantially equivalent to the requirements of this franchise, which results in a material and unfair disadvantage to the Company. Upon any such event, the City shall have up to ninety (90) days after written request of the Company to restore competitive neutrality. Following notice to the City, Company may suspend collection and payment of the franchise fee to the City for the affected customers until the City resolves the competitive disadvantage. After the last above referred ninety (90) day period expires without resolution of the competitive disadvantage, the Company shall have no liability to the City for any uncollected franchise fees suspended as provided in the subsection.
- c. If any clause, sentence, section, or provision of K.S.A. 12-2001, and amendments thereto, shall be held to be invalid by a court or administrative agency of competent jurisdiction, provided such order is not stayed, either the City or Company may elect to terminate the entire franchise. In the event of such invalidity, if Company is required by law to enter into a franchise with the City, the parties agree to act in good faith in promptly negotiating a new franchise.
- d. Amendments under this Section, if any, shall be made by contract franchise ordinance as prescribed by statute. This franchise shall remain in effect according to its terms, pending completion of any review or renegotiation provided by this section.
- e. In the event the parties are actively negotiating in good faith a new contract franchise ordinance or an amendment to this franchise upon the termination date of this franchise, the parties by written mutual agreement may extend the termination date of this franchise to allow for further negotiations. Such

extension period shall be deemed a continuation of this franchise and not as a new franchise ordinance or amendment.

SECTION 11. POINT OF CONTACT AND NOTICES

Company shall at all times maintain with the City a local point of contact who shall be available at all times to act on behalf of Company in the event of an emergency. Company shall provide the City with said local contact's name, address, telephone number, fax number and e-mail address. Emergency notice by Company to the City may be made by telephone to the City Clerk or the Public Works Director. All other notices between the parties shall be in writing and shall be made by personal delivery, depositing such notice in the U.S. Mail, Certified Mail, return receipt requested, or by facsimile. Any notice served by U.S. Mail or Certified Mail, return receipt requested, shall be deemed delivered five (5) calendar days after the date of such deposit in the U.S. Mail unless otherwise provided. Any notice given by facsimile is deemed received by the next business day. "Business day" for purposes of this section shall mean Monday through Friday, City and/or Company observed holidays excepted.

The City:

The City of Roeland Park
Attn: City Clerk
4600 W. 51st Street
Roeland Park, Kansas 66205
(913) 722-3713 fax

Company:

Kansas Gas Service, a division of ONE Gas, Inc.
Attn: Mgr. Comm. Relations & Public Affairs
7421 W. 129th Street
Overland Park, KS 66213-2713
(913) 758-2737

or to replacement addresses that may be later designed in writing.

SECTION 12. TRANSFER AND ASSIGNMENT.

Grantee shall not have the right to assign, sell, lease, or otherwise transfer in any manner whatsoever to any third party not affiliated with Grantee the rights and privileges granted under this Ordinance except as hereinafter provided.

Any assignment, sale, lease, or other transfer by the Grantee of the franchise granted herein to any third party not affiliated with Grantee shall be ineffective and void unless:

- (1) The proposed assignment, sale, lease or transfer shall be in writing;
and
- (2) The prospective assignee, buyer, lessee or other transferee shall agree in writing to accept and become responsible for full performance of all conditions, covenants, obligations, and liabilities contained in this Ordinance; ~~and~~
- (3) Such writing shall be submitted to the City Clerk of the City; ~~and~~ and

(4) Such writing shall be approved by the City.

SECTION 13. CONFIDENTIALITY.

Information provided to the City under K.S.A. 12-2001 shall be governed by confidentiality procedures in compliance with K.S.A. 45-215 and 66-1220a, *et seq.*, and amendments thereto. Company agrees to indemnify and hold the City harmless from any and all penalties or costs, including attorney's fees, arising from the actions of Company, or of the City at the written request of Company, in seeking to safeguard the confidentiality of information provided by Company to the City under this franchise.

SECTION 14. ACCEPTANCE OF TERMS.

Company shall have sixty (60) days after the final passage and approval of this franchise to file with the City Clerk its acceptance in writing of the provisions, terms and conditions of this Contract franchise, which acceptance shall be duly acknowledged before some officer authorized by law to administer oaths; and when so accepted, this franchise and acceptance shall constitute a contract between the City and Company subject to the provisions of the laws of the state of Kansas.

SECTION 15. PAYMENT OF COSTS.

In accordance with statute, Company shall be responsible for payment of all costs and expense of publishing this franchise, and any amendments thereof.

SECTION 16. SEVERABILITY.

If any clause, sentence, or section of this franchise, or any portion thereof, shall be held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared invalid; provided, however, the City or Company may elect to declare the entire franchise is invalidated if the portion declared invalid is, in the judgment of the City or Company, an essential part of the Contract franchise.

SECTION 17. FORCE MAJEURE.

Each and every provision hereof shall be reasonably subject to acts of God, fires, strikes, riots, floods, war and other disasters beyond Company's or the City's control.

SECTION 18. EFFECTIVE DATE.

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

PASSED by the City Council of the City of Roeland Park, Kansas this 16⁹th day of

| ~~November~~~~October~~, 2015.

| **APPROVED** by the Mayor this ~~16th~~ day of ~~November~~~~October~~, 2015.

Joel Marquardt, Mayor

ATTEST:

APPROVED AS TO FORM:

Kelley Bohon, City Clerk

Neil Shortlidge, City Attorney

Item Number: DISCUSSION ITEMS- I.-2.
Committee 11/2/2015
Meeting Date:



City of Roeland Park Action Item Summary

Date: 10/28/2015
Submitted By: Staff
Committee/Department: Admin.
Title: **Admin – Resident Communication Update (est. time 10 min.)**
Item Type: Presentation

Recommendation:

Update on City communication on Facebook, Constant Contact, Twitter and Nextdoor.

Details:

Item Number: DISCUSSION ITEMS- I.-3.
Committee 11/2/2015
Meeting Date:



City of Roeland Park Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **Public Safety – 3rd Quarter Safety Statistics (est. time 10 min.)**
Item Type:

Recommendation:

Details:

ATTACHMENTS:

Description	Type
☐ 3rd quarter statistics	Cover Memo

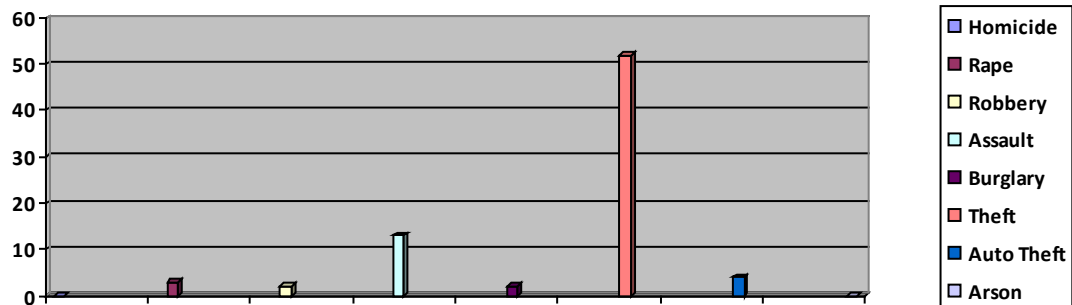


4600 West 51 Street • Roeland Park, Kansas 66205

John Morris, Chief of Police 913-677-3363 FAX: 913-722-3745

www.roelandpark.net

2015 U.C.R. / 3rd Quarter (July 1st – September 30th)



Homicide – 0

Rape – 3

Robbery – 2

Assault – 13

Burglary – 2

Theft – 52

Auto Theft – 2

Arson – 0

Roeland Park Police Department / Activity report

July 1st – September 30th, 2015

Calls for Service – 1927

Incident Reports – 245

Arrests – 72 (Adult 65) (Juvenile 7)

Accidents – 36

Citations – 519

Incident Report / Roe East – 33

Incident Report / Roe West – 32

Out of City / Other – 38

Business District Incident TOTAL – 142

Blvd. Apts. – 31

Lowe's – 6

Price Chopper – 6

Wal-Mart – 43

Other Business District – 31

Reports @ City Hall - 25

Item Number: DISCUSSION ITEMS- I.-4.
Committee 11/2/2015
Meeting Date:



City of Roeland Park Action Item Summary

Date: 10/30/2015
Submitted By: Tim Janssen & Michael Poppa
Committee/Department: Admin
Title: **Admin – Committee of the Whole Structure (est. time 30 min)**
Item Type: Discussion

Recommendation:

To gain a recommendation of the Governing Body to adopt pilot revised structure to Committee of the Whole.

Attached is a redline of Article 2 of the City Code reflecting changes that would be needed if the trial were adopted as permanent.

Details:

Cmbrs. Janssen and Poppa were tasked with researching and recommending process improvements and standard operating procedures for Committee of the Whole/Standing Committees. After presenting the first draft of the proposed restructuring at a previous Committee of the Whole session, Cmbrs. Janssen and Poppa re-evaluated the proposed process, based on feedback from the Governing Body. This revised Committee of the Whole/Standing Committees structure was produced to assist the Governing Body in more effectively crafting and enacting policy.

ATTACHMENTS:

Description	Type
☐ Committee of the whole structure	Cover Memo
☐ Article 2 Governing Body Duties	Cover Memo

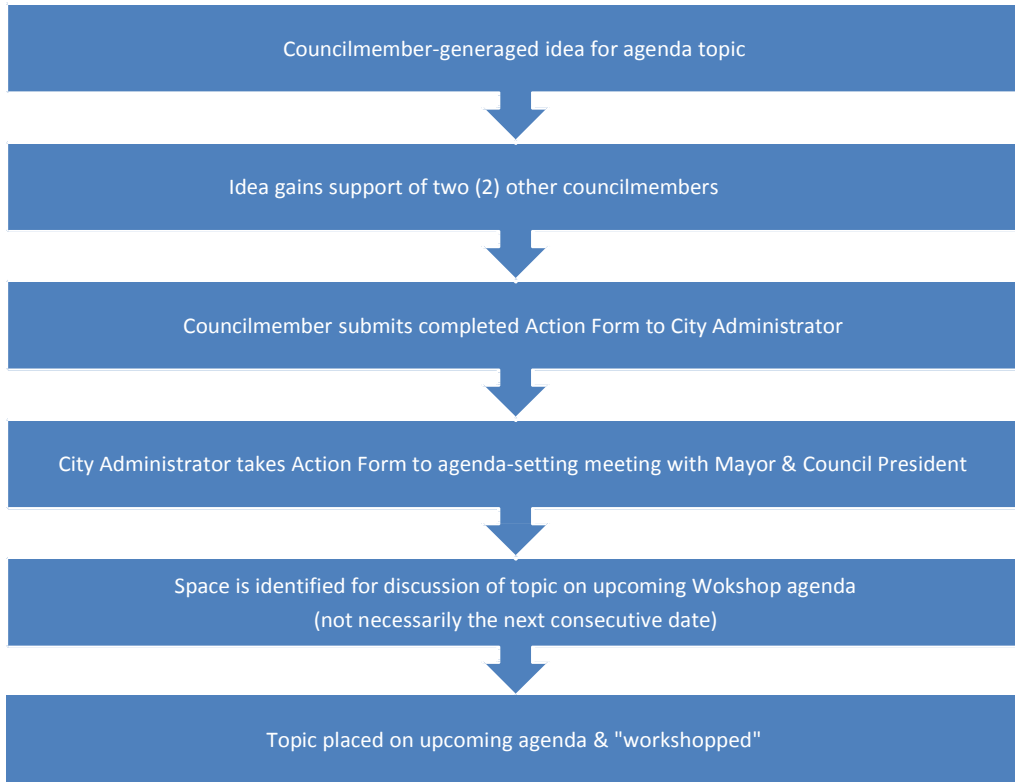
COMMITTEE OF THE WHOLE STRUCTURE DISCUSSION

~~September 14, 2015~~ [November 2, 2015](#)

RECOMMENDATIONS OUTLINE

- 6 month pilot program
- COW to be renamed: "Workshop"
- 1 Work Workshop per month (1st Monday) / 1 Council Meeting per month (3rd Monday)
 - Workshop before Council, as needed
- It is the responsibility of the City Administrator, with Mayor and Council President, to set Workshop agendas
- Council President will preside over Workshop
 - Mayor to preside over Workshop in Council President's absence
- Dissolve Standing Committees/Chairs
 - Former "Chairs/Co-Chairs" to be "Representatives" ([Sr. & Jr.](#)) to respective City departments of former Standing committees (i.e., Admin, Finance, Public Works & Safety)
 - Maintain current rotation into Representative slots to give direction for appointment of representatives to "special" projects
- [Any councilmember, along with two \(2\) sponsoring members of the City Council, shall submit a completed Action Form to the City Administrator for consideration as a future Workshop agenda item.](#)
- ~~Each Workshop to include a "Future Workshop Report" section outlining ideas for possible future Workshop agenda items that have been submitted by Governing Body members via completed Action Item form. This will allow members of the Governing Body to give BRIEF (recommended < 2 minutes) summaries of possible future projects/agenda items.~~
 - ~~Please limit staff involvement to 1 hour or less, as it relates to possible future Workshop agenda items presented by Governing Body members~~
- Council President to present "Workshop Report" at City Council Meetings, to replace the current "Standing Committee Reports"

COUNCIL-DRIVEN AGENDA ITEM PROCESS (REVISED)



Sec. 1-217. - Same; Addition to Code of Procedure for Kansas Cities (~~Standing Committees~~Department Representatives of the City Council).

The following shall be an addition to the Code of Procedure for Kansas Cities:

~~Standing Committees of the City Council~~Department Representatives. The ~~standing committees~~department representative positions shall consist of ~~all members of the City Council~~two members of the City Council per city staff department, as listed below. Two members shall be appointed annually each May to serve one-year terms as ~~chairperson~~senior representative and ~~vice-chairperson~~junior representative of each ~~standing committee~~staff representative for the following year. The first Council position listed on the schedule below shall be ~~chairperson~~senior representative thereof, and the second Council position listed shall be ~~vice-chairperson~~junior representative. ~~Committee membership~~Department representatives shall rotate annually each May in accordance with the schedule set forth below. No Councilmember shall serve as ~~Chair~~senior representative of the same committee in succeeding years. The following shall be the standing committees:

Administrative ~~Committee~~

Finance ~~Committee~~

Safety ~~Committee~~

Public Works ~~Committee~~

Each Council position has been assigned a number for purposes of ~~Committee chair~~department representative assignments. ~~Committee chair~~Department representative appointments will change on an eight-year rotation schedule according to the following schedule:

Ward	Term Expiring	Position
1	2015	1
1	2017	2
2	2017	3
2	2015	4
3	2017	5
3	2015	6
4	2017	7
4	2015	8

Committee <u>Department</u>	Year 1 (2011)	Year 2 (2012)	Year 3 (2013)	Year 4 (2014)
(1)	2-6	6-3	3-5	5-4
(2)	1-5	5-2	2-8	8-3
(3)	4-8	8-1	1-7	7-2
(4)	3-7	7-4	4-6	6-1

Committee <u>Department</u>	Year 5 (2015)	Year 6 (2016)	Year 7 (2017)	Year 8 (2018)
(1)	4-8	8-1	1-7	7-2
(2)	3-7	7-4	4-6	6-1
(3)	2-6	6-3	3-5	5-4
(4)	1-5	5-2	2-8	8-3

Whoever is elected to fill that member's seat will take the position that the outgoing member had in the rotation. At the end of the rotation after year 8, the rotation schedule will start over (with the ~~committee~~-representative assignments being the same as for year 1).

(Ord. No. 899, § 7, 9-22-2014)

Sec. 1-203. - President of the Council.

- (a) Beginning on May 1, 2014, there shall be a President of the Council who shall serve a one-year term and who shall be selected in accordance with the following procedure. At the first Council meeting in May of each year, nominations shall be made and an election shall be held not later than the second Council meeting in May. Once the nominations are made, a brief five-minute speech will be allowed from each candidate. Upon election by the majority of a quorum present, the President shall be elected for the next term. This process will be repeated annually each May.
- (b) The President of the Council shall have the following duties:
- (1) Preside at meetings of the City Council in the absence of the Mayor while retaining all the privileges of a Councilmember;
 - (2) Preside at Workshops of the Governing Body;
 - (3) Participate in meetings or events on behalf of the Mayor when the Mayor cannot attend due to a schedule conflict;
 - (4) Advise and consult with City staff when an urgent issue arises and the Mayor cannot be reached in a reasonable period of time after attempts to reach the Mayor have been made; and
 - (5) Present "Workshop Report" at meetings of the City Council.

Deleted: meetings of the Committee of the Whole, except for discussion of a specific topic which falls under the purview of the Administration, Public Works, Public Safety or Finance Committees, during which discussion the Committee Chair shall preside

Deleted: and

Deleted: .

(Chart. Ord. No. 26, §§ 2, 3, 5, 1-21-2014)

Editor's note— Chart. Ord. No. 26, §§ 2—5, adopted Jan. 21, 2014, repealed the former § 1-203, and enacted a new § 1-203. The former § 1-203 pertained to President of the Council and Acting President and derived from original codification.

Note— At the discretion of the editor, the provisions of Chart. Ord. No. 26 §§ 2 and 3, pertaining to the President of the Council have been codified as § 1-203, above. Provisions of § 4 pertaining to the Acting President of the Council have been codified as 1-203.1, below.



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Council Action Form

Action Form

Committee of the Whole Item No

Council Item No.

Committee of the Whole I Date

Council Date

Action Item Summary

Submission Date *

Insert Date Submitting

Submitted by: *

Committee/Department: *

Action Item Type *

☐ Ordinance

☐ Agreement

☐ Resolution

☐ Discussion

☐ Presentation

☐ Other

Recommendation: *

Details *

Financial Impact

Amount of Request

Budgeted Item?

☐ Yes

☐ No

Budgeted Amount

Paying Fund/Account

Verification

skip this

ARTICLE 2. - GOVERNING BODY

Sec. 1-201. - Governing Body.

The Governing Body shall consist of a Mayor and eight Councilmembers, all of whom shall be elected in the manner provided by Charter Ordinance No. 5, as set out in Chapter 6 and Appendix A of this Code.

(Code 1986)

Sec. 1-202. - Mayor; Powers and Duties.

The Mayor shall:

- (a) Preside at all meetings of the Governing Body;
- (b) Have the tie-breaking vote on all questions when the members present are equally divided;
- (c) Have the superintending control of all officers elected or appointed;
- (d) Take care that the ordinances of the City are complied with;
- (e) Sign the commissions and appointments of all officers elected or appointed;
- (f) Endorse the approval of the Governing Body on all official bonds;
- (g) From time to time communicate to the City Council such information and recommend such measures as he or she may deem advisable;
- (h) Have the power to approve or veto any ordinance as the laws of the state shall prescribe; and
- (i) Sign all orders and drafts drawn upon the City Treasurer for money.

(Code 1977, § 1-102; Code 1986)

Note— For authority to remove any appointed officer see sections 1-302:306.

Sec. 1-203. - President of the Council.

- (a) Beginning on May 1, 2014, there shall be a President of the Council who shall serve a one-year term and who shall be selected in accordance with the following procedure. At the first Council meeting in May of each year, nominations shall be made and an election shall be held not later than the second Council meeting in May. Once the nominations are made, a brief five-minute speech will be allowed from each candidate. Upon election by the majority of a quorum present, the President shall be elected for the next term. This process will be repeated annually each May.
- (b) The President of the Council shall have the following duties:
 - (1) Preside at meetings of the City Council in the absence of the Mayor while retaining all the privileges of a Councilmember;
 - (2) Preside at ~~meetings of the Committee of the Whole~~Council Workshops. Council Representatives (both Junior and Senior) shall present items at the Council Workshops, except for discussion of a specific topic which falls under their assigned service area purview of the (i.e. Administration, Public Works, Public Safety or Finance) Committees, during which discussion the Committee Chair shall preside;

- (3) Participate in meetings or events on behalf of the Mayor when the Mayor cannot attend due to a schedule conflict; and
- (4) Advise and consult with City staff when an urgent issue arises and the Mayor cannot be reached in a reasonable period of time after attempts to reach the Mayor have been made.

(Chart. Ord. No. 26, §§ 2, 3, 5, 1-21-2014)

Editor's note— Chart. Ord. No. 26, §§ 2—5, adopted Jan. 21, 2014, repealed the former § 1-203, and enacted a new § 1-203. The former § 1-203 pertained to President of the Council and Acting President and derived from original codification.

Note— At the discretion of the editor, the provisions of Chart. Ord. No. 26 §§ 2 and 3, pertaining to the President of the Council have been codified as § 1-203, above. Provisions of § 4 pertaining to the Acting President of the Council have been codified as 1-203.1, below.

Sec. 1-203.1 - Acting President of the Council.

In the absence of both the Mayor and the President of the Council at a meeting of the Council, the Council shall elect one of its members to serve as Acting President of the Council who shall preside at the meeting. While presiding at a meeting of the Council, the Acting President of the Council shall retain all the privileges of a Councilmember.

(Chart. Ord. No. 26, § 4, 1-21-2014)

Sec. 1-204. - Administrative Powers.

The Governing Body may designate whether the administration of a policy or the carrying out of any order shall be performed by a committee, an appointive officer, or the Mayor. If no administrative authority is designated it shall be vested in the Mayor.

(Code 1986)

Sec. 1-205. - Meetings.

The regular meetings of the Governing Body shall be held on the third Monday of each month at 7:00 p.m. in the Council Chambers of the Roeland Park City Hall, 4600 W. 51st Street, Roeland Park, Kansas, or at such other location as may be designated in a notice of meeting. In case the third Monday of any month falls on a holiday, the regular meeting shall be held on the next secular day thereafter that is not a legal holiday.

(Ord. 771, § 1; Code 2007; Ord. No. 900, § 1, 11-17-2014)

Sec. 1-206. - Special Meetings.

Special meetings of the Governing Body shall be called by the Mayor at any time upon written request of not fewer than three members of the City Council.

(Ord. 786, § 1; Code 2007)

State Law reference— K.S.A. 14-111.

Sec. 1-207. - Adjourned Meetings.

Regular or special meetings may be adjourned by the Governing Body for the purpose of finishing business begun at any meeting to a time certain to be held at the same place from which the meeting was adjourned or such other location within the City which shall be designated at time of adjournment.

(Code 1986)

Sec. 1-208. - Quorum.

At all meetings of the Council, a majority of the Councilmembers elect shall constitute a quorum to do business, but a minority may adjourn from day to day and may compel the attendance of absentees by a fine not exceeding \$10.00 for each offense unless a reasonable excuse be offered.

(Code 1977, 1-103)

State Law reference— K.S.A. 14-111.

Sec. 1-209. - Compensation.

- (a) The Mayor shall receive a salary of \$510.00 per month for his or her services. Each Councilmember shall receive a salary of \$425.00 per month for his or her services.
- (b) The Mayor or any Councilmember may elect to receive monthly compensation in amounts less than the amounts set forth in this section. Such election may be made by the Mayor or any Councilmember irrespective of any election made by any other member of the Governing Body.
- (c) Any election made pursuant to subsection (b) shall be effective beginning the pay period following the submission of a written request therefore, and shall remain in effect for a period of one year or the end of that Governing Body member's term of office, whichever occurs first. If, at the expiration of any such period, the Governing Body member does not renew such election in writing, the Governing Body member shall automatically be compensated in the monthly amount specified in this section.

(Ord. No. 852, §§ 1—4)

Sec. 1-210. - Expenses.

Members of the Governing Body shall be reimbursed for all expenses incurred in the performance of their official duties. However, no expense shall be reimbursed until an itemized accounting shall have been presented and approved by the Governing Body in a regular meeting of the Council.

(Code 1986)

Sec. 1-211. - Incorporating Code of Procedure for Kansas Cities.

There is hereby incorporated by reference for the purpose of regulating Governing Body procedures, that certain standard code known as the "Code of Procedure for Kansas Cities, Second Edition," prepared and published in pamphlet form by the League of Kansas Municipalities, Topeka, Kansas, save and except such sections as are hereafter modified or changed, such incorporation being authorized by

K.S.A. 12-3009 through 12-3012, inclusive, and K.S.A. 12-3301 and 12-3302, as amended. At least one copy of said Code of Procedure for Kansas Cities shall be marked or stamped "Official Copy as Adopted by Ordinance No. 899," with all sections or portions thereof intended to be changed clearly marked to show any such change, and to which shall be attached a copy of this ordinance, and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours. The City Attorney, Police Department, Municipal Judge and all administrative departments of the City charged with enforcement of the ordinance shall be supplied, at the cost of the City, such number of official copies of such Code of Procedure for Kansas Cities similarly marked, as may be deemed expedient.

(Ord. No. 899, § 1, 9-22-2014)

Editor's note— Ord. No. 899, § 1, adopted September 22, 2014, repealed the former § 1-211, and enacted a new § 1-211 as set out herein. The former § 1-211 pertained to rules and order of business and derived from Ord. No. 872 § 1.

Sec. 1-212. - Same; Amendment to Section 7.

Section 7 of the Code of Procedure for Kansas Cities is hereby amended to read as follows:

Public Comment. The Governing Body may by resolution adopt guidelines for the consideration of public comment at meetings of the City Council and the Committee of the Whole.

(Ord. No. 899, § 2, 9-22-2014)

Sec. 1-213. - Same; Amendment to Section 21.

Section 21 of the Code of Procedure for Kansas Cities is hereby amended to read as follows:

Motion to Refer; Motion to Table; Motion to Take From Table. If the Governing Body deems it appropriate, it may refer an ordinance, resolution, contract, or any other matter back to staff, committee, board, or other appropriate location for further review and consideration. A Motion to Refer may or may not contain a time certain for the item to be returned to the Governing Body. A pending question may also be tabled. A Motion to Table is non-debatable. A Motion to Table may or may not contain a time certain for the item to be returned to the Governing Body; however, once tabled, the question shall not be discussed until a Motion to Take From Table is passed. A Motion to Take From Table is non-debatable.

(Ord. No. 899, § 3, 9-22-2014)

Sec. 1-214. - Same; Amendment to Section 33.

Section 33 of the Code of Procedure for Kansas Cities is hereby amended to read as follows:

Same; Ordinary Ordinance. The adoption of an ordinary ordinance requires five (5) affirmative votes of the Council.

(Ord. No. 899, § 4, 9-22-2014)

Sec. 1-215. - Same; Amendment to Section 35.

Section 35 of the Code of Procedure for Kansas Cities is hereby amended to read as follows:

Same; Ordinary Ordinance; Mayor's Veto. The Mayor may veto any ordinance passed by the Council on or before the next regularly scheduled meeting with the exception of ordinances on which the Mayor casts the deciding vote and appropriation ordinances. Ordinances not signed or vetoed by the Mayor take effect without the Mayor's signature. Any ordinance vetoed by the Mayor may be passed over the veto by a vote of six (6) councilmembers. The President of the Council, acting in the absence of the Mayor, shall have no power to sign or veto ordinances.

(Ord. No. 899, § 5, 9-22-2014)

Sec. 1-216. - Same; Amendment to Section 37.

Section 37 of the Code of Procedure for Kansas Cities is hereby amended to read as follows:

Same; Charter Ordinance. The adoption of a charter ordinance requires six (6) affirmative votes of the Governing Body. The Mayor is a member of the Governing Body and shall vote on a charter ordinance, but has no power to veto a charter ordinance.

(Ord. No. 899, § 6, 9-22-2014)

Sec. 1-217. - Same; Addition to Code of Procedure for Kansas Cities (~~Standing Committees of the City Council~~Council Representatives for Service Areas).

The following shall be an addition to the Code of Procedure for Kansas Cities:

Council Representatives for Service Areas~~Standing Committees of the City Council. The standing committees shall consist of a~~All members of the City Council shall serve as service area representatives. Two members shall be appointed annually each May to serve one-year terms as ~~chairperson and vice chairperson~~ Senior and Junior service area representatives of each standing committee for the following year. The first Council position listed on the schedule below shall hold the Senior position ~~be chairperson~~ thereof, and the second Council position listed shall hold the Junior position ~~be vice chairperson~~. Service Area representation Committee membership shall rotate annually each May in accordance with the schedule set forth below. ~~No Councilmember shall serve as Chair of the same committee in succeeding years.~~The following shall be the standing service areas~~committees~~:

Administrative~~Committee~~

Finance~~Committee~~

Safety~~Committee~~

Public Works~~Committee~~

Each Council position has been assigned a number for purposes of Service Area Representative Committee chair assignments. ~~Committee chair a~~Appointments will change on an eight-year rotation schedule according to the following schedule:

Ward	Term Expiring	Position
1	2015	1
1	2017	2

2	2017	3
2	2015	4
3	2017	5
3	2015	6
4	2017	7
4	2015	8

Committee Service Area	Year 1 (2011)	Year 2 (2012)	Year 3 (2013)	Year 4 (2014)
(1)	2-6	6-3	3-5	5-4
(2)	1-5	5-2	2-8	8-3
(3)	4-8	8-1	1-7	7-2
(4)	3-7	7-4	4-6	6-1

Committee Service Area	Year 5 (2015)	Year 6 (2016)	Year 7 (2017)	Year 8 (2018)
(1)	4-8	8-1	1-7	7-2
(2)	3-7	7-4	4-6	6-1
(3)	2-6	6-3	3-5	5-4
(4)	1-5	5-2	2-8	8-3

Whoever is elected to fill that member's seat will take the position that the outgoing member had in the rotation. At the end of the rotation after year 8, the rotation schedule will start over (with the ~~committee~~ assignments being the same as for year 1).

(Ord. No. 899, § 7, 9-22-2014)

Sec. 1-218. - Same; Deletions from Code of Procedure for Kansas Cities.

Sections 36, 38 and 41 of the Code of Procedure for Kansas Cities are hereby deleted in their entirety.

(Ord. No. 899, § 8, 9-22-2014)

Sec. 1-219. - Same; Amendment to Section 23.

Section 23 of the Code of Procedure for Kansas Cities is hereby amended to read as follows:

Motion to Call the Previous Question. A Motion to Call the Previous Question is not debatable and, if passed by a majority of the City Council present and voting at a meeting, calls for an immediate vote on the substantive motion. This motion requires a vote.

(Ord. No. 900, § 2, 11-17-2014)

Sec. 1-220. - Same; Amendment to Section 27.

Section 27 of the Code of Procedure for Kansas Cities is hereby amended to read as follows:

Form of Vote. All votes shall be by voice vote, a "show of hands," or a roll call vote. No vote shall be by secret ballot.

(Ord. No. 900, § 3, 11-17-2014)

Sec. 1-221. - Same; Amendment to Section 42.

Section 42 of the Code of Procedure for Kansas Cities is hereby amended to read as follows:

Rules. For those matters not covered by these rules, the procedure shall be as decided by a majority vote of the City Council. These rules may be amended after their adoption by a subsequent ordinance amending the specific rules as identified in the amending ordinance. Such ordinance amends the adopting ordinance.

(Ord. No. 900, § 4, 11-17-2014)

Sec. 1-222. - Same; Addition to Code of Procedure for Kansas Cities (Point of Order; Appeal).

The following shall be an addition to the Code of Procedure for Kansas Cities:

Point of Order; Appeal. When a member of the Governing Body believes that any person is violating one of these rules of procedure or any procedural guidelines adopted pursuant to section 7 of these rules of procedure, or any amendments thereto, he or she may raise a Point of Order, thereby calling upon the Chair of the meeting for a ruling and an enforcement of the rules. Any two members of the

Governing Body may appeal from the decision of the Chair on a Point of Order. By one member taking the appeal and the second member seconding it, the question is taken from the Chair and vested in the Governing Body for final decision. The question on an Appeal is whether the ruling of the Chair shall be upheld. The Chair does not vote on an Appeal. An Appeal is not debatable, and a majority or tie vote sustains the ruling of the Chair.

(Ord. No. 900, § 5, 11-17-2014)

Item Number: DISCUSSION ITEMS- I.-5.
Committee 11/2/2015
Meeting Date:



City of Roeland Park Action Item Summary

Date: 10/21/2015
Submitted By: Staff
Committee/Department: Admin.
Title: **Admin – Special Permit for 3 Dogs- Mallon (est. time 15 min.)**
Item Type: Discussion

Recommendation:

City code (Section 2-119) currently allows for a third dog by way of a special permit. A third animal may be approved administratively, but animal control is to provide an accepted conditions inspection of the proposed site and adjoining neighbors do not object to the request. In this case, neighbors have responded with opposition and the address has been ticketed for noisy animals in the past year although animal control's inspection is acceptable. Based upon this information it is staff's position that a special permit should not be granted. Staff request the Council's support of this conclusion.

Details:

ATTACHMENTS:

Description	Type
 Parish Dr variance Mallon	Cover Memo



The City of Roeland Park, Kansas

4600 West Fifty-First Street
Roeland Park, Kansas 66205
City Hall (913) 722-2600 – Fax (913) 722-3713

ANIMAL LICENSE VARIANCE REQUEST §2-123(a)

Fee: \$100 New X Nonrefundable - Nonproratable No. _____

Applicant WHITNEY MALLON No. of Dogs 3 No. of Cats 0

Address 5009 PARISH DRIVE Zip 66205

Telephone: Home - N/A Work/Cell - _____

1. Requesting variance for DOG TUCKER MIXED (under 50 lbs)
Dog/Cat Animal's Name Breed

2. Reason requesting a variance I have been & will continue to stay at my mother's (Holly Coopersmith's) home & need to secure a variance so my dog can stay with me.

3. Currently Licensed Animals

City Tag #	Date Issued	Breed	Animal Name	Color	Sex	Veterinarian
		German Shepherd	Remy	Brown	M	DR. Knapper
		Aussie Mix	Piper	Light brown	F	DR. Knapper

Next Steps:

1. The City will send letters to your surrounding neighbors soliciting their support/objection to the issuance of the Animal License Variance.
2. An Animal Control officer will inspect your property.
3. You will be notified upon the approval/denial of the Animal License Variance.

For Office Use:

City Administrator: _____

City Clerk: _____

On Council Agenda (Date): _____

☐ Approved

☐ Denied

If denied, reason(s): _____

Item Number: DISCUSSION ITEMS- I.-6.
Committee 11/2/2015
Meeting Date:



City of Roeland Park Action Item Summary

Date: 10/23/2015
Submitted By: Staff
Committee/Department: Admin.
Title: **Admin – Donation Policy (est. time 15 min.)**
Item Type: Other

Recommendation:

The attached donation policy is based on the city of Fairways policy, which is a comprehensive and well developed policy. It has been formatted to reflect Roeland Park, with language that makes the policy applicable to a wide variety of donations not merely park or art.

Changes discussed at the previous COW are reflected in red-line. The costs entered are based on price, freight, installation, maintenance and plaques.

Staff recommends Council proceed with adoption of the policy with any edits they deem appropriate.

Details:

ATTACHMENTS:

Description	Type
☐ Roeland Park Donation Policy	Cover Memo



Donation Policy

Approved /2015
Effective /2015

Purpose: The purpose of this policy is to establish guidelines, standards and procedures for the installation and care of donated improvements, either as a result of a cash or physical property donation. These donations may include, but are not limited to elements such as, park benches, trees, plants, picnic tables, public art, plaques, statues, signs, play features, fountains and other appropriate aesthetic or functional amenities and accessories which enhance the quality of life in Roeland Park. The City of Roeland Park desires to encourage donations, from both individuals and groups, both public and private, while at the same time manage aesthetic impacts and mitigate on-going maintenance cost.

Guidelines established by this policy shall apply to all donations to the City of Roeland Park. Standards established by this policy will apply to purchased equipment, installation techniques, donation acknowledgements and long term care of all donations.

STANDARDS FOR DONATIONS

Acquisition or Purchase: The City and the community have an interest in ensuring that elements purchased and installed be of high quality related to style, appearance, durability and ease of maintenance. The City staff will approve and coordinate the purchase and installation of all elements.

Appearance and Aesthetics: The City and the community have an interest in ensuring the best appearance and aesthetic quality of their public facilities. Elements and/or their associated donation acknowledgements should reflect the character of their surroundings. All elements will be installed in such a manner that will not substantially change the character of a facility or its intended use.

Maintenance: Donated elements and/or their associated donation acknowledgement, become City property. Accordingly, the City has the duty to maintain the donation for the expected life cycle of the donation. The City, at its sole discretion, may choose to replace or remove the donated element.

Repair: The community has an interest in ensuring that all elements remain in good repair. In addition, the public has an interest in ensuring that the short and long-term repair costs are reasonable. Repair parts and materials must be readily available. Donated elements must be of high quality to ensure a long life, be resistant to weather, wear and tear, and to acts of vandalism. Due to factors beyond the City's control, it cannot guarantee the longevity of the donation.

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Cost: The City has an interest in ensuring that the donor covers the full cost for the purchase, installation and routine maintenance (if applicable) during the expected life cycle of the donated elements. The donation cost shall also include the cost of the donation acknowledgement/memorial plaque, ~~and~~ any related delivery and installation costs applicable. A separate fee schedule is maintained in which the City will detail costs for donations, installation and maintenance.

PROCEDURE FOR MAKING A DONATION

The City of Roeland Park will manage all donations located on City park property, with the assistance of the City Public Works Department.

Application: The donor must contact the Administrative Department to determine whether a donation may be accepted based upon criteria contained in this policy. If a donation can be accepted, the donor will complete an application form. Applications are available through the mail, in-person or via e-mail. Completed applications and payment will be made to the Administrative Department for review and processing.

Approval: The Public Works Director, upon determining that the donation request meets the criteria provided in this policy, may make a recommendation to the City Council for approval of the donation. The City Council may consider the request at its regularly scheduled meeting. The City Council must approve all donation requests prior to the City accepting any donations.

CRITERIA FOR ACCEPTANCE

Master Plan: To accept donations of elements for a specific facility, City staff will determine whether or not the donation falls within the scope of a Master Plan. If no plan exists, the City may accept the donation under certain circumstances. The donation must: 1) not interfere with the intended current or future use of the facility, 2) not require the relocation of other equipment or infrastructure to accommodate the donation unless agreed upon by the City and relocation paid for by the donor, 3) comply with guidelines of the City's insurer and 4) must comply with all deed restrictions as well as local, state and federal guidelines (if applicable). In the opinion of the City, a facility may be determined to be fully developed and the opportunity for donations would not be available.

Donation Acknowledgements/Memorial Plaques/On-line Registry: Donation acknowledgements and memorial plaques, as approved by the City, will be placed on or near the donated element at the sole discretion of the City. Such acknowledgements and plaques will be made of bronze and purchased through the City. The cost for these items is incorporated in the cost of the donation. In cases where bronze plaques are not feasible, City staff may suggest alternative types. These types will be in character with the intent of this section and acknowledgements shall be tasteful and subtle; the City Council must approve all text for donation acknowledgements/memorial plaques. The City will maintain an "On-line Registry" of all donations to the City of Roeland Park. The registry will be located within the City of Roeland Park web pages at www.roelandpark.net.

OTHER DONATIONS

There may be donations possible, other than those expressly listed or contained within this policy. The City may accept those donations subject to review of the appropriate committee.

CONDITIONS

Location: Although suggestions will be considered for a particular location, placement of elements will be at the discretion of the City Council.

Installation: Installation of donated elements, including the donor acknowledgement/memorial plaques, will be completed by City personnel or a third party chosen by the City. The installation will be scheduled at a time and date as determined by the Public Works Department so as to not unnecessarily interfere with routine maintenance activities.

Removal and/or Relocation: The City reserves the right to remove and/or relocate donated elements and their associated donation acknowledgements/memorial plaques, when they interfere with site safety, maintenance, construction activities or if damaged beyond repair in the opinion of the City Administrator. In accordance with previously stated procedures in this policy, the City will send a letter to each identifiable donor notifying the donor of any action related to the disposition of the donation. In certain situations, such as safety or emergency situations, the notification may be made after the action taken. In the event a donation must be permanently removed, the City will, when feasible, seek an alternate location consistent with this policy. If no alternate location can be found, the acknowledgement/memorial plaque and element (if appropriate), at the donors request, may be given to the donor.

Memorial and Donation Schedule

Park Bench <u>with Back</u> (including acknowledgment Plaque)	\$3,140.00 <u>\$3,850.00</u>
<u>Bench without Back</u> (including acknowledgment Plaque)	\$23,300 <u>\$850.00</u>
<u>Picnic Table</u>	\$23,020 <u>\$15.00</u>
<u>Trash Receptacle</u>	\$12,500 <u>\$15.00</u>
Tree (species must be selected from the City's preferred list) <u>(Includes acknowledgement Plaque)</u>	\$225.00 <u>\$1300.00</u>

Other memorial and donation requests may be accepted. Staff will add to this list as necessity dictates.

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Memorial and Donation Application

Name of Donor: _____

Address of Donor: _____

Phone Number: Home: _____ Other: _____

E-mail _____

Description of Donation: _____

Please describe your understanding of any special maintenance requirements for the item as well as who is anticipated to complete the maintenance (i.e. city or donor):

Wording on Memorial Acknowledgement: _____

My signature below indicates that I have received a copy of the Memorial and Donations Policy and agree to all the provisions and procedures as outlined.

Requested by _____
(Please Print)

Signature of Donor _____

Date _____

Staff Use Only. Date Received _____ Staff Initials _____

Staff Recommendation to City Council: Approve Deny

Council Review Date: _____ Approved Denied

Order Date: _____ Installation Date _____

Item Number: DISCUSSION ITEMS- I.-7.
Committee 11/2/2015
Meeting Date:



City of Roeland Park Action Item Summary

Date: 10/28/2015
Submitted By: Jennifer Jones-Lacy, Asst. City Administrator/Finance Director
Committee/Department: Ad Hoc Development Committee
Title: **Admin - Ad-Hoc Development Update 4800 Roe Parkway**
Item Type: Discussion

Recommendation:

To provide an update on the work conducted at 4800 Roe.

Details:

Attached is the action plan from the October 28th Ad Hoc Committee meeting. Also attached is a map and photo log provided by Mark Sandfort with Golder Associates expressing their findings.

ATTACHMENTS:

Description	Type
10/28 Ad Hoc Meeting Agenda/Update	Exhibit
Map - Phase II Observations	Exhibit
Photolog - Phase II	Exhibit

PLANNING FOR THE REDEVELOPMENT OF THE OLD SWIMMING POOL SITE – ROELAND PARK

October 28, 2015

Recap Previous Meetings:

- Meeting held 10/14/15, Jerry not in attendance.
- 10/14/15 meeting was a “where we are” meeting to start getting Keith up to speed.
- Other sites discussed.
- Questions

Action Plan:

- ALTA Survey with contours. Need to identify property available to develop and the potential encumbrances on the property (ie – any easements to vacate, and more importantly, the Roe Blvd/18th Street ROW). The ALTA survey would provide the base topography mapping for subsequent phases. (Utilize existing records where applicable). IN PROCESS.
- Evaluate opportunities for Public Works facility location. Evaluate use of existing site with the cave redevelopment plan.
- Vegetation Clearing Plan – JDS Contractors, LLC completed clearing and security fence installation week of 10/12/15.
- Prepare contract documents for site demolition and clean up (don’t use remediation). Clearing and grubbing, removal of utilities, removal of foundations, surface restoration (seeding), security fencing. With caves and tree removal, need to schedule the work between November 1, 2015 and February 28, 2016 due to Northern Long Eared Bat endangered species. IN PROCESS – PREPARE PSCO to TASK ORDER. Need Vision as plan basis.
- Based on survey, geotechnical report, Public Works yard status and cleared site, start developing the Vision based on known constraints and opportunities. Stakeholder input. Developer input.
- Preliminary site work to enhance developer interest (ie – if caves are suitable for habitable space, do any shoring/tuck pointing/cleaning). Earthwork/retaining walls for pad sites. Utility relocations and new service locations.

Geotechnical Study

- Phase II Investigations – Site investigation completed 10/21/15. Site photo log provided 10/23/15.
- Conference call with Mark Sandfort, Golder Associates, at 8:15 am to discuss investigation and photo log.
- Transfer data from mine historical survey with new survey to locate approximate mine limits at surface of public works facility.

Schedule

- 10/31/15 Target – Survey/Geotechnical/Site Demolition Plan (note above on Vision)
- 11/4/15 – Brief presentation of Phase II Geotechnical findings (on basis that Phase III work may not be requested)
- Visioning

VISIONING – SWIMMING POOL REDEVELOPMENT – 10/28/15

WHAT ARE THE OPTIONS (From 7/15/2015 Ad Hoc meeting)

Utilization of the mine structure (reinforce roof) – double use

- Geotechnical Feasibility/Cost/Look
-
-

Utilization of the mine walls w/o roof structure

- Geotechnical Feasibility/Safety/Look
- Remove cave ceiling and overburden – reduce PWB site
- Leave pillars/Remove pillars/Look
-
-

Develop pool “deck” area

- Maximize land area (economically)?
- Access from 48th
- Remove existing fill (pool demolition)
-
-

Fill and develop Roe Avenue visibility

- Structurally fill mine cavity
- Remove existing fill (pool demolition) and provide structural fill
- Acquire additional land area (from Roe Blvd ROW)
- Additional access from Roe Blvd
-
-

Public works building – impact on plan/disposition

Other??

-
-
-
-
-

ROELAND PARK MINE (UNDERGROUND)

BENCHMARKS:

BM#1 - CUT "□" NORTHEAST CORNER CONCRETE STOOP ON EAST SIDE OF ROELAND PARK POOL BUILDING ELEV.=100.44

Path: --- | File Name: 130099-010 Roeland Park Mine.dwg



Photo 1: View between Pillars 13 & 14.



Photo 2: Looking west-northwest across Site.



Photo 3: Looking west across lower part of Site.



Photo 4: Looking east across Site, Pillar 12 near center, Pillar 14 on right.



Photo 5: Looking north-northeast toward Pillar 12, Portal 6 on right.



Photo 6: Looking southwest at undercut on north side of Pillar 14.



Photo 7: Looking west at north side of Pillar 14 showing undercut and overhand.



Photo 8: Ivy on northwest side of Portal 14. Note loose rock held in place by vines.



Photo 9: Looking northeast at Portal 6.

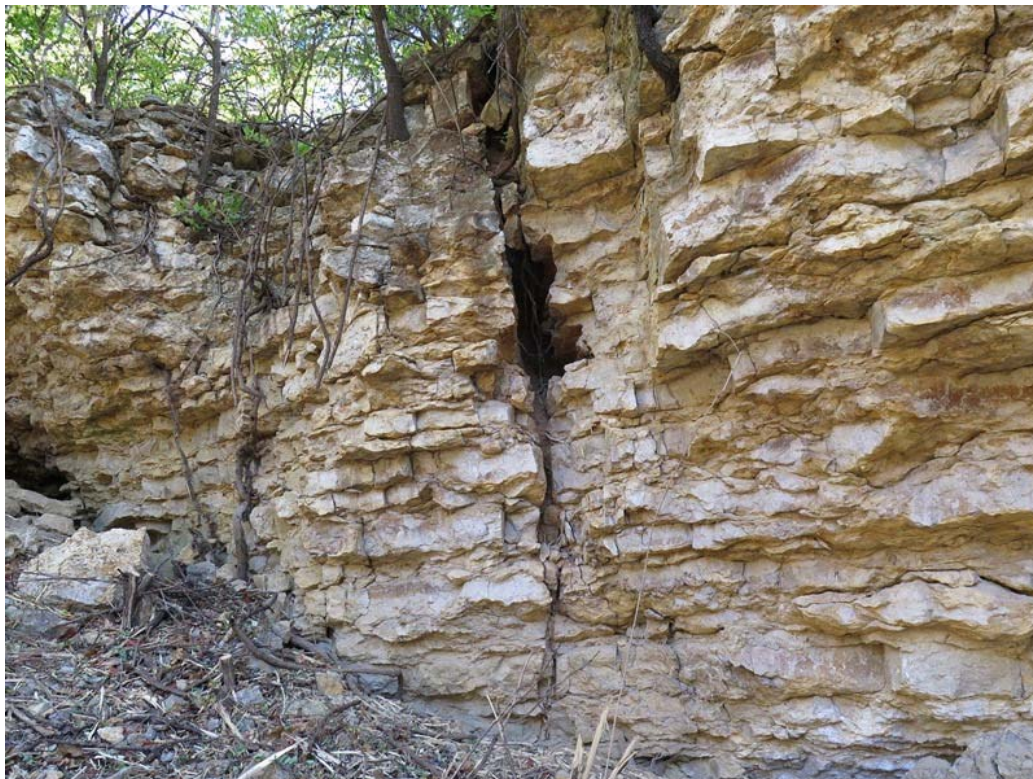


Photo 10: Mud seam in Pillar 14, southeast of Portal 6.



Photo 11: Frost fracturing of rock near top of highwall above Pillar 4.



Photo 12: Karst chimney in the Portal 4 & 5 area.



Photo 13: Top of Portal 2 concrete structure excavated. Guniting is visible on the rock face above the concrete.



Photo 14: Excavated Portal 2



Photo 15: Final Portal 14 excavation.



Photo 16: Portal 2 excavation secured at end of day, 10/20/15.



Photo 17: Final backfill of Portal 14, 10/21/15.



Photo 18: View north into Portal 2. Masonry at right surrounds south and west sides of Pillar 5. Rockbolts in crown exposed at bottom of ledge.



Photo 19: Looking east-northeast into Portal 2, Pillar 5 on left and Portal 3 on right.



Photo 20: Looking west-northwest into Portal 2, loose strata in ledges.



Photo 21: Looking north into Portal 2. Corrugated metal at bottom formerly blocked the portal. Fill material, piping, and light fixtures visible on floor.



Photo 22: Looking west from inside Portal 2 towards masonry wall inside Portal 1. Pillar 4 shown on left. Old rockbolts and strapping visible in roof.



Photo 23: Looking north from Portal 2. Pillar 1 is shown on left, masonry column on right.



Photo 24: Looking northeast inside Portal 2. Pillar 3 is in center background, Pillar 5 is behind masonry wall on right.



Photo 25: Looking northwest at Pillar 1.



Photo 26: Looking north between masonry wall inside Portal 1 on left and Pillar 1 on right. Heavy gunite and staining visible on Pillar 1.



Photo 27: Looking southwest at Pillar 4, masonry along Portal 2 on left, Portal 1 on right. Guniting and staining on pillar may indicate a mud seam.



Photo 28: Looking southwest at Portal 1 fill.



Photo 29: Looking west into room west of Portal 1.



Photo 30: Looking northwest at Pillar 15.



Photo 31: Looking north from Portal 1, Pillar 15 on left, masonry wall on right. Back (north) area is not backfilled.



Photo 32: Back (north) room, north of Portal 2. Masonry column on left, Pillar 2 on right.



Photo 33: North (back) room inside Portal 3, Pillar 2 on left.



Photo 34: Looking northeast from Portal 3, Pillar 6 on right, Pillar 3 on left. Masonry wall divides supported and developed area from unsupported ground at east of mine that does not appear to have been used for recreational purposes.



Photo 35: Looking south at wood framed, corrugated metal entry closure in Portal 3, Pillar 5 on right.



Photo 36: looking southwest from Portal 3 at concrete structure inside Portals 2 and 3. Light visible in upper right is from entry location in Portal 2.



Photo 37: Looking southeast at remainder of corrugated metal closure in Portal 3 and Portal 3 backfill. Pillar 9 is shown near the center of the photo.



Photo 38: Mud seam with remnants of gunite in room north of Portal 3.



Photo 39: Looking northeast at Pillar 6. Gunite covers mud seam on roof and pillar. Masonry wall on left and right demarcates the boundary between the historically supported, recreational area on the west and the unsupported area to the east.



Photo 40: Looking east-southeast at Pillar 6. Door on left is welded shut.



Photo 41: Looking east-northeast at scaling in dome north of Portal 4. Pillar 7 is shown on the left, Pillar 10 on the right.



Photo 42: Looking northwest at scaling in dome north of Portal 4. Note original level of mine roof. Graffiti on masonry wall was dated 1968. Door on left is the east side of the door shown in Photo 40.



Photo 43: Looking northwest at Pillar 6 and mud seam. Extension of this seam creates the ledge at the back (north) of the dome down on the upper right of the photo.



Photo 44: Looking east, Pillar 7 on left and Pillar 10 on right. Material in background is inside Portal 5.



Photo 45: Looking south at Portal 4 backfill. Pillar 10 is shown on the left, Pillar 9 on the right.



Photo 46: Looking west-southwest at parallel mud seams in the roof and Pillar 6.



Photo 47: Looking northwest along the same mud seam (up to 8 inches thick) in the roof. The seam forms the north end of the Portal 4 dome.



Photo 48: Looking northeast at continuation of mud seam visible in Pillar 7.



Photo 49: Looking northwest in room north of Portal 4 dome. Floor is mud-covered and has historically been inundated. Dark feature near lower center of photo is a source of ongoing inflows.



Photo 50: Looking northeast at northeast (back) room of mine, with Pillar 16 on right.



Photo 51: Looking east, rockfalls in foreground. From left to right in background are Pillar 16, dome-out, Pillar 11, and dome-out.



Photo 52: Looking southeast along mud seams, showing locations of rockfalls. Pillar 16 is on the left, Pillar 11 on the right.



Photo 53: Looking east at mud seams in roof and Pillar 16 north of dome in Portal 5. Vertical rock slab in center of photo toppled from edge of the dome.



Photo 54: Looking south at, from left to right, dome-out, Pillar 12, dome-out material and Portal 5 fill, and Pillar 10. Dome is highly developed in this area, and may indicate a risk of a dome-out.

Item Number: DISCUSSION ITEMS- I.-8.
Committee 11/2/2015
Meeting Date:



City of Roeland Park Action Item Summary

Date: 10/28/2015
Submitted By: Jennifer Jones-Lacy
Committee/Department: Ad-Hoc Development Committee
Title: **Admin - Ad-Hoc Development Update NE Johnson Dr. and Roe Blvd**
Item Type: Presentation

Recommendation:

For informational purposes only

Details:

Mission and Roeland Park staff met with MARC staff to discuss the Envision Tomorrow forecasting tool presentation for the property at the northeast corner of Johnson Drive and Roe Blvd. After this discussion we decided we needed additional inputs to provide a more complete picture of what type of costs a developer would incur on the site. Staff from Mission and Roeland Park are currently working on getting the following information for the next Steering Committee meeting, which is in the process of being scheduled for after Thanksgiving.

- Cost to move utilities from the site - Jerry Johnson with SKW is assisting with this project (please see attached map)
- City parking requirements
- Ballpark estimate on development costs
- Ballpark from KDOT on ROW acquisition costs
- Estimate on potential construction costs
- Overall area (square footage) of the site

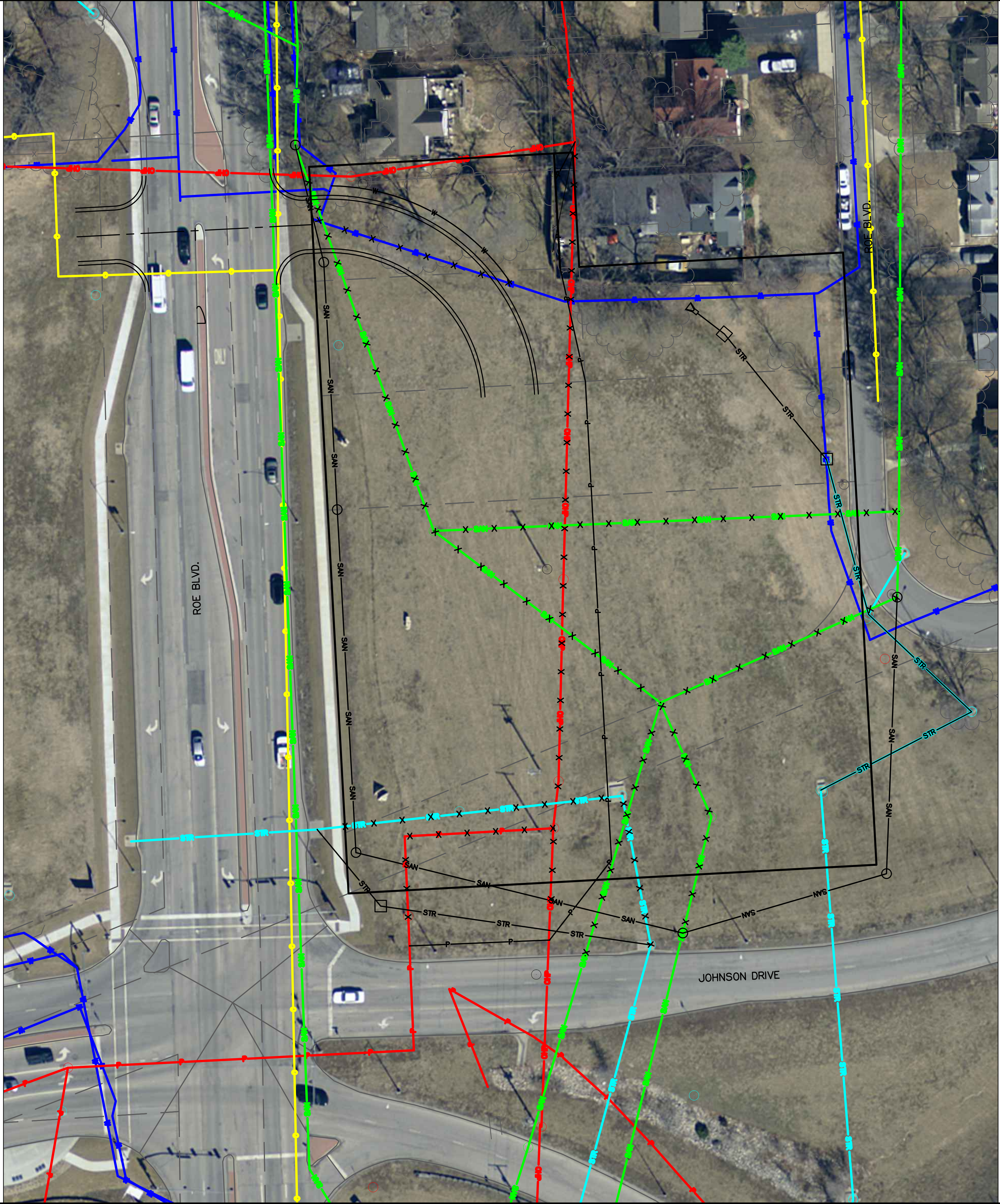
In addition, the City's contact with KDOT, Howard Lubliner left his position to join SKW on our engineering team. He has been very helpful in helping to connect us to the right people within KDOT and explaining the process of KDOT's ROW release process. He said there is a precedent for KDOT donating it's excess right-of-way to Cities for public purposes but not necessarily for it to

be sold to a developer. In those cases, KDOT has sold the property. Staff met with KDOT's new metro engineer Hugh Bogle to visit the site. He is going to work with the appraisal staff to get a cost estimate for selling the property. There's a chance KDOT would donate the property in exchange for maintenance of the property.

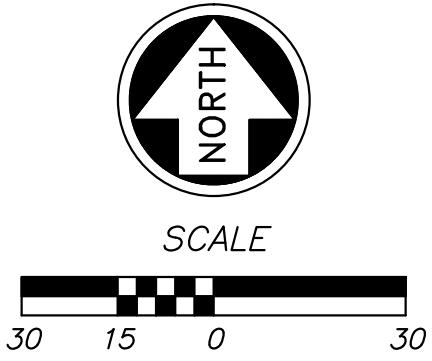
ATTACHMENTS:

Description		Type
	Utility Map	Cover Memo
	Engineer's cost estimate	Cover Memo

L:\130099-010_CAD\CIVIL\130099-010 SMP & ROVE AVE.DWG
LAYOUT: 22X34
BY: DKTAYLOR
DATE: 10/30/2015
XREF DWG1: NONE
XREF DWG2: NONE
XREF DWG3: NONE
XREF DWG4: NONE



- LEGEND
- = EXISTING SANITARY SEWER
 - X — = EXISTING SANITARY SEWER (TO BE REMOVED)
 - STR — = EXISTING STORM SEWER
 - X STR — = EXISTING STORM SEWER (TO BE REMOVED)
 - STR — = EXISTING STORM SEWER (TO BE REMOVED AND REPLACED)
 - = EXISTING WATER LINE
 - X — = EXISTING WATER LINE (TO BE REMOVED)
 - = EXISTING GAS LINE
 - X — = EXISTING OVERHEAD POWER LINE
 - X — = EXISTING OVERHEAD POWER LINE (TO BE REMOVED)
 - = EXISTING UNDERGROUND POWER LINE
 - X — = EXISTING UNDERGROUND POWER LINE (TO BE REMOVED)
 - SAN — = PROPOSED SANITARY SEWER
 - STR — = PROPOSED STORM SEWER
 - W — = PROPOSED WATER LINE
 - OHP — = PROPOSED OVERHEAD POWER LINE
 - P — = PROPOSED UNDERGROUND POWER LINE
 - = DEVELOPMENT SITE LINE
 - = EXISTING LOT LINE



130099-010		CITY OF ROELAND PARK, KS		 SHAFER, KLINE & WARREN, INC. 11250 Corporate Avenue, Lenexa, KS 66219-1392 913/888-7800 FAX: 913/888-7868		Designed By: <u>GCL</u>		5		
SHEET NO.		JOHNSON DRIVE & ROE BLVD. DEVELOPMENT SITE				Drawn By: <u>DKT</u>		4		
1				OFFICE LOCATIONS: MACON, MO COLUMBIA, MO NORTH KANSAS CITY, MO HOUSTON, TX LENEXA, KS TULSA, OK		Checked By: <u>GCL</u>		3		
				CIVIL ENGINEERS ELECTRICAL ENGINEERS MECHANICAL ENGINEERS STRUCTURAL ENGINEERS LANDSCAPE ARCHITECTS LAND SURVEYORS LAND PLANNERS		Issue Date: <u>10/30/15</u>		2		
						NO.		DATE	REVISIONS	
						BY		APPD		
						COPYRIGHT © - 2015 -SHAFER, KLINE & WARREN INC.				

SHAHER, KLINE & WARREN, INC.

11250 Corporate Avenue
 Lenexa, Kansas 66219
 (913) 888-7800

DATE: 10/30/2015

City of Roeland Park, Kansas
Johnson Drive and Roe Blvd. Development Site
Project Number 130099-010

ENGINEER'S OPINION OF PROBABLE COST**SANITARY SEWER**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	4'-0" DIA. MANHOLE	EACH	4	\$1,950.00	\$7,800.00
2	REMOVE AND REPLACE 4'-0" MANHOLE	EACH	2	\$2,500.00	\$5,000.00
3	10" PVC PIPE (SDR 26) INCL. UNCLASSIFIED EXCAVATION	LF	369	\$75.00	\$27,675.00
4	10" DIP INCL. UNCLASSIFIED EXCAVATION	LF	180	\$115.00	\$20,700.00
5	8" PVC PIPE (SDR 26) INCL. UNCLASSIFIED EXCAVATION	LF	256	\$60.00	\$15,360.00
6	CONNECTION TO EXISTING SAN. SEW.	EACH	3	\$1,000.00	\$3,000.00
7	5' SIDEWALK REPLACEMENT ON ROE	SF	1900	\$7.00	\$13,300.00
8	SANITARY SEWER PIPE REMOVAL	LF	1009	\$50.00	\$50,450.00
9	SANITARY SEWER MANHOLE REMOVAL	EACH	3	\$1,000.00	\$3,000.00
TOTAL					\$146,285.00

STORM SEWER

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	4' X 4' AREA INLET	EACH	1	\$2,000.00	\$2,000.00
2	6' X 6' JUNCTION BOX	EACH	1	\$3,000.00	\$3,000.00
3	CONNECTION TO EXISTING STORM SEWER STRUCTURE	EACH	2	\$1,000.00	\$2,000.00
4	REMOVE AND REPLACE STORM SEWER STRUCTURE	EACH	1	\$2,500.00	\$2,500.00
5	18" RCP	LF	105	\$50.00	\$5,250.00
6	48" RCP	LF	195	\$100.00	\$19,500.00
7	REMOVE AND REPLACE 18" CMP WITH 18" RCP	LF	160	\$75.00	\$12,000.00
8	REMOVE AND REPLACE 24" CMP WITH 24" RCP	LF	90	\$150.00	\$13,500.00
9	18" RCP END SECTION WITH TOEWALL	EACH	1	\$1,000.00	\$1,000.00
10	STORM SEWER PIPE REMOVAL	LF	240	\$50.00	\$12,000.00
11	STORM SEWER STRUCTURE REMOVAL	EACH	1	\$1,000.00	\$1,000.00
12	RAISE EXISTING STORM SEWER STRUCTURE TOP	VF	9	\$230.00	\$2,070.00
TOTAL					\$75,820.00

WATER MAIN

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	8" DIP WATER LINE INCL. UNCLASSIFIED EXCAVATION	LF	112	\$60.00	\$6,720.00
2	WATER MAIN PIPE REMOVAL	LF	125	\$50.00	\$6,250.00
TOTAL					\$12,970.00

POWER

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	UNDERGROUND POWER	LS	1	\$325,000.00	\$325,000.00
TOTAL					\$325,000.00

***GRAND TOTAL** **\$560,075.00**

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