

AGENDA
CITY OF ROELAND PARK, KANSAS
CITY COUNCIL MEETING
ROELAND PARK
Roeland Park City Hall - 4600 W 51st St
October 19, 2015 7:00 PM

Pledge of Allegiance
Roll Call
Modification of Agenda

I. Citizens Comments

Members of the public are welcome to use this time to make comments about City matters that do not appear on the agenda, or about items that will be considered as part of the consent agenda. Comments about items that appear on the agenda will be taken as each item is considered. Citizens are requested to keep their comments under 5 minutes. Please turn all cellular telephones and other noise-making devices off or to "silent mode" before the meeting begins.

II. Consent Agenda

Consent agenda items have been studied by the Governing Body and will be acted on in a single motion. If a Council member requests a separate discussion on an item, it can be removed from the consent agenda and placed on new business for further consideration.

- A. Appropriation Ordinance #885
- B. July 20, 2015 Council Minutes
- C. Committee Appointment and Reappointment
- D. 2015 Tree Maintenance RFP

III. Business From the Floor

A. Applications / Presentations

- 1. KCATA – Shawn Strate
- 2. Parks Update
- 3. Animal Variance – Karen Lobrano
- 4. Non-Conforming Situation Permit

IV. Mayor's Report

- A. Proclamation – Kansas Family and Community Education Week
(Sheri McNeil and Becky Fast)

V. Workshop Reports

- E. Admin
- F. Finance

- G. **Safety**
- H. **Public Works**
- I. **Ad-Hoc Development Committee**
- VI. **Reports of City Liaisons**
 - A. Stormwater Management Advisory Council (Jose Leon and Ryan Kellerman)
 - B. Shawnee Indian Mission (Bill Art)
- VII. **Unfinished Business**
 - A. 2015 Street Maintenance Phase I - #1 Change Order
- VIII. **New Business**
- IX. **Ordinances and Resolutions:**
 - A. Ordinance 918 - AN ORDINANCE RELATING TO ZONING; AMENDING AND REPEALING EXISTING SECTION 16-1425 OF THE CODE OF THE CITY OF ROELAND PARK, KANSAS.
 - B. Ordinance 919 - AN ORDINANCE RELATING TO BUILDINGS AND CONSTRUCTION; AMENDING AND REPEALING EXISTING SECTIONS 4-1702 AND 4-1703 OF THE CODE OF THE CITY OF ROELAND PARK, KANSAS.
 - C. Ordinance 921 - AN ORDINANCE RELATING TO STRUCTURES UNFIT FOR HUMAN USE AND HABITATION; AMENDING AND REPEALING EXISTING SECTIONS 8-604 AND 8-606 OF THE CODE OF THE CITY OF ROELAND PARK, KANSAS.
- X. **Reports of City Officials:**

Welcome to this meeting of the City Council of Roeland Park. Below are the Procedural Rules of Council

The City Council 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 City Council meeting unfeasible. Any member(s) of the audience engaging in such conduct shall, at the discretion of the Mayor (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 City Council during Public Comments and/or before consideration of any agenda item; however, no person shall address the Council without first being recognized by the Mayor (Chair). Any person wishing to speak, whether during Public Comments or on an agenda item, shall first complete a Public Comment or Request to Speak form and submit this form to the City Clerk before the Mayor (Chair) calls for Public Comments or calls the particular agenda item

1. **Public Comment on Non-Agenda Items.** The Agenda shall provide for public comment about matters that are within the jurisdiction of the City but are not specifically listed on the Agenda. A member of the public who wishes to speak under Public Comments must fill out a Public Comment Request to Speak form and submit it to the City Clerk before the Mayor (Chair) calls for Public Comments.

2. **Public Comment on Agenda Items.** Public comment will be accepted on Agenda items. A member of the public, who wishes to speak on an Agenda item, including items on the Consent Agenda, must fill out a Request to Speak form and submit it to the City Clerk before the Mayor (Chair) calls the Agenda item.

- C. **Purpose.** The purpose of addressing the City Council is to communicate formally with the Council regarding matters that relate to Council business or citizen concerns within the subject matter jurisdiction of the City Council. Persons addressing the City Council on an agenda item shall confine their remarks to the matter under consideration by the Council.

- D. **Speaker Decorum.** Each person addressing the City Council, 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 Council meeting. Any person, who so disrupts the meeting shall, at the

discretion of the Mayor (Chair) or a majority of the Council Members present, 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 City Council, each speaker shall limit comments to five minutes. If a large number of people wish to speak, this time may be shortened by the Mayor (Chair) so that the number of persons wishing to speak may be accommodated within the time available.
- F. **Speak Only Once.** 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 Council.** Comment and testimony are to be directed to the Mayor (Chair). Dialogue between and inquiries from citizens at the lectern and individual Council Members, members of staff, or the seated audience is not permitted. Council Members seeking to clarify testimony or gain additional information should direct their questions through the Mayor (Chair). Always speak from the microphone to ensure that all remarks are accurately and properly recorded. Only one speaker should be at the microphone at a time. Speakers are requested to state their full name, address and 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 City Council welcomes your participation and appreciates your cooperation. If you would like additional information about the City Council or its proceedings, please contact the City Clerk at (913) 722.2600.

Date:

Submitted By:

Committee/Department:

Title: **Appropriation Ordinance #885**

Item Type:

Details:

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

How does item relate to Strategic Plan?

ATTACHMENTS:

Description



Appropriation Ordinance 885

Type

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

Wednesday, October 14, 2015

Appropriation Ordinance - 10/19/2015 - #885

An Ordinance making Appropriation for the payment of certain claims. Be it ordained by the Governing Body of the City of Roeland Park, Kansas:

Section 1: That in order to pay the claims hereinafter stated which have been properly audited and approved, there is hereby appropriated out of the respective funds in the City Treasury the sum required for each claim.

Section 2: This Ordinance shall take effect and be in force from and after its passage. Passed and approved this 19th day of October, 2015.

Attest:

City Clerk

Mayor

Total Appropriation Ordinance

\$

103,322.95

There are sufficient funds in the General Fund to cover general fund expenditures.

Appropriation Ordinance - 10/19/2015 - #885

Vendor	Dept	Acct #	Description	Invoice Description	Amount	Chk #	Check /EFT
							Date
Advance Auto Parts	106	5211.106	Maintenace & Repair Equipment	Invoice: 8/31/15 STMT /	\$ 23.47	64901	1/23/1900
Advance Auto Parts	102	5260.102	Vehicle Maintenance	Invoice: 5128528021724 / car # 28	\$ 7.69	64951	1/7/1900
Airgas USA, LLC	106	5214.106	Other Contracted Services	Invoice: 9930506229 / cylinder rental	\$ 80.15	64952	3/20/1900
American Fidelity Assurance Co.	101	2052.101	Supplemental Insuranc Payable	Invoice: 1238805A / Aug pp2	\$ 60.00	64902	2/29/1900
American Fidelity Assurance	101	2052.101	Supplemental Insuranc Payable	Invoice: B363948 /	\$ 1,071.82	64883	12/6/1902
Automated Information Mapping System	101	5214.101	Other Contracted Services	Invoice: 24713 /	\$ 787.16	64884	2/25/1902
Blue Sky Cleaners	102	5224.102	Laundry Service	Invoice: 9/30/15 /	\$ 280.95	64924	10/6/1900
Blue Valley Tractor & Supply	106	5211.106	Maintenace & Repair Equipment	Invoice: 60238 / ferris mower	\$ 26.64	64903	1/26/1900
Kelley Bohon	105	5206.105	Travel Expense & Training	Invoice: 9/23-9/25/15 TRAVEL /	\$ 50.60	64904	2/19/1900
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	Invoice: 1018944 /	\$ 35.00	64925	3/10/1900
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	Invoice: 1018942 /	\$ 35.00	64925	
The Bullet Hole	102	5206.102	Travel Expense & Training	Invoice: 350902 /	\$ 160.00	64953	6/8/1900
Carquest Auto Parts	106	5260.106	Vehicle Maintenance	Invoice: 8/31/15 STMT /	\$ 15.25	64905	1/15/1900
C & G Rubber Stamp, Inc.	105	5301.105	Office Supplies	Invoice: 108470 /	\$ 24.00	64926	1/24/1900
Kristin Crawford	101	4790.101	Reimbursed Expenses	Invoice: 9/15 STF/BMP REIM / stf/bmp reim	\$ 128.91	64885	5/7/1900
Duane Daugherty	101	5408.101	Miscellaneous Charges	Invoice: 9/30/15 COSTCO /	\$ 216.62	64927	8/3/1900
Bernard Egidy	102	5206.102	Travel Expense & Training	CK32152 Invoice: 9/21-9/23/15 TRAVEL /	\$ 180.00	32152	6/28/1900
First American Title Insurance Co.	510	5214.510	Other Contracted Services	Invoice: 17261726107903 /	\$ 450.00	64954	3/25/1901
Goodyear Auto Service Center	102	5260.102	Vehicle Maintenance	Invoice: 165012 /	\$ 691.48	64955	11/21/1901
David J. Grummon, P.A.	103	5209.103	Professional Services	Invoice: 9/30/15 /	\$ 40.00	64928	2/9/1900
Johnson County Wastewater	106	5201.106	Electric, Gas, Sewer & Water	Invoice: 9/10/15 MULTIPLE / wastewater ch	\$ 343.03	64886	12/8/1900
Johnson County Sheriff's Office	103	5227.103	Prisoner Care	Invoice: JCS3774 /	\$ 630.00	64956	9/21/1901
KACE	104	5206.104	Travel Expense & Training	Invoice: 11/15 WELLS CONF /	\$ 159.00	64929	6/7/1900
Ka-Comm., Inc.	106	5505.106	Other Capital Outlay	Invoice: 133816 /	\$ 176.80	64930	6/24/1900
Kansas City Board of Public Utilities	101	5121.101	Franchise Exps-Stop Light/Traffic Sig.	Invoice: 2834 9/25/15 /	\$ 30.02	64931	1/30/1900
Kansas City First Aid	106	5207.106	Medical Expense & Drug Testing	Invoice: 2719 /	\$ 161.52	64906	6/9/1900
KCP & L	101	5201.101	Electric, Gas, Sewer & Water	Invoice: 9/25/15 MULTIPLE / electric charges	\$ 2,472.66	64907	7/11/1908
KCP & L	106	5201.106	Electric, Gas, Sewer & Water	Invoice: 9/25/15 MULTIPLE / electric charges	\$ 642.47	64907	
KCP & L	106	5201.106	Electric, Gas, Sewer & Water	Invoice: 1275 10/5/15 / electric charges	\$ 1,616.34	64957	6/3/1904
Keller Fire & Safety	290	5210.29	Maintenace & Repair Building	Invoice: 150892 /	\$ 166.00	64887	6/14/1900
Keller Fire & Safety	101	5210.101	Maintenace & Repair Building	Invoice: 151392 /	\$ 493.00	64908	5/7/1901
Kansas Gas Service	101	5201.101	Electric, Gas, Sewer & Water	Invoice: 1745/7836 9/14/15 / gas charges	\$ 52.99	64888	4/6/1900
Kansas Gas Service	106	5201.106	Electric, Gas, Sewer & Water	Invoice: 1745/7836 9/14/15 / gas charges	\$ 44.38	64888	
Kansas Alcohol Beverage Control	101	5408.101	Miscellaneous Charges	Invoice: SEPT 2015 /	\$ 25.00	64889	1/25/1900
Kansas State Treasurer	103	5228.103	Fees Due State of Kansas	Invoice: 9/15 COURT REV / state fees	\$ 1,307.00	64932	7/30/1903

League of Kansas Municipalities	101	5203.101 Printing & Advertising	Invoice: 152654 /	\$	1,093.50	64890	10/17/1909
League of Kansas Municipalities	105	5214.105 Other Contracted Services	Invoice: 152654 /	\$	2,484.80	64890	
The Legal Record	101	5204.101 Legal Printing	Invoice: L56775 /	\$	13.83	64909	1/13/1900
The Legal Record	101	5204.101 Legal Printing	Invoice: L56802 /	\$	27.39	64933	6/21/1900
The Legal Record	101	5204.101 Legal Printing	Invoice: ;56798 /	\$	72.28	64933	
The Legal Record	101	5204.101 Legal Printing	Invoice: L56801 /	\$	10.58	64933	
The Legal Record	101	5204.101 Legal Printing	Invoice: L56814 /	\$	63.30	64933	
Liftoff, LLC	101	5214.101 Other Contracted Services	Invoice: 958 /	\$	503.58	64910	5/26/1902
Liftoff, LLC	101	5214.101 Other Contracted Services	Invoice: 959 /	\$	374.00	64910	
Kansas City Series of Lockton Co., LLC	101	5401.101 Insurance & Surety Bonds	Invoice: 5258580 / notary	\$	50.00	64891	2/19/1900
Mid America Peripheral Support	102	5214.102 Other Contracted Services	Invoice: 415410 /	\$	123.75	64934	9/3/1900
Mid America Peripheral Support	105	5214.105 Other Contracted Services	Invoice: 415410 /	\$	123.75	64934	
McGuire Electric	101	5210.101 Maintenance & Repair Building	Invoice: 1414 / city hall conf.room	\$	1,600.00	64911	5/18/1904
Midwest Public Risk	107	5126.107 Health Insurance	Invoice: B013R7 /	\$	1,242.26	64912	5/26/1903
Moss Printing	101	5205.101 Postage & Mailing Permits	Invoice: 6739 / postage	\$	742.99	64892	1/11/1902
Moss Printing	101	5208.101 Newsletter	Invoice: 6739 -2 / newsletter	\$	1,236.60	64935	5/20/1903
Nationwide Retirement Solutions	101	2060.101 Section 457 Employee Payable	Invoice: 9/24/15 PAYROLL /	\$	950.12	64893	8/7/1902
Nationwide Retirement Solutions	101	2060.101 Section 457 Employee Payable	Invoice: 10/8/15 PAYROLL /	\$	949.65	64936	8/6/1902
Office Depot, Inc.	105	5301.105 Office Supplies	Invoice: 794685331001 /	\$	32.99	64913	6/1/1900
Office Depot, Inc.	102	5307.102 Other Commodities	Invoice: 794685103001 /	\$	120.89	64913	
Wex Bank	106	5302.106 Motor Fuels & Lubricants	Invoice: 42479008 / fuel charges pw	\$	154.93	64937	6/2/1900
Pitney Bowes	101	5205.101 Postage & Mailing Permits	Invoice: 2831378SP15 / postal charges	\$	136.41	64894	5/15/1900
Purchase Power	101	5205.101 Postage & Mailing Permits	Invoice: 9/20/15 /	\$	639.85	64914	9/30/1901
Michael Poppa	101	5408.101 Miscellaneous Charges	Invoice: 10/3/15 BAND FEE /	\$	100.00	64938	4/9/1900
Praxair Distribution Inc	106	5306.106 Materials	Invoice: 53780586 /	\$	25.07	64939	1/25/1900
Balls Food Stores	101	5408.101 Miscellaneous Charges	Invoice: 619664 /	\$	29.99	64940	1/29/1900
Balls Food Stores	102	5452.102 Community Policing	Invoice: 619661 /	\$	114.25	64958	4/23/1900
Principal Life	107	5130.107 City Paid Life Insurance	Invoice: 9/17/15 / health insurance	\$	755.15	64895	1/24/1902
Wex Bank	104	5302.104 Motor Fuels & Lubricants	Invoice: 42350877 / fuel	\$	112.16	64896	7/22/1902
Wex Bank	106	5302.106 Motor Fuels & Lubricants	Invoice: 42350877 / fuel	\$	822.07	64896	
Wex Bank	102	5302.102 Motor Fuels & Lubricants	Invoice: 42437254 / fuel charges p.d.	\$	1,872.84	64941	2/14/1905
Rejis Commission	102	5214.102 Other Contracted Services	Invoice: INV0044216 /	\$	204.20	64915	7/22/1900
Riteway Maintenance & Supply, LLC	101	5214.101 Other Contracted Services	Invoice: 14461 / cleaning	\$	920.00	64942	7/8/1902
Roeland Park Community Foundation	108	5103.108 Salaries - Elected Officials	Invoice: CKOCT /	\$	60.00	64922	2/29/1900
Roeland Park Community Foundation	101	4787.101 RP Community Foundation Donations	Invoice: 10/6/15 /	\$	555.00	64943	7/8/1901
George Schlegel	101	5230.101 Art Commissioner	Invoice: CHECKOCT /	\$	100.00	64923	4/9/1900
Schuler Heating & Cooling, Inc.	290	5210.29 Maintenance & Repair Building	Invoice: 33248 /	\$	5,900.00	64944	2/25/1916
Robert Setterburg	101	4790.101 Reimbursed Expenses	Invoice: 9/15 STF/BMP REIM / stf/bmp reim	\$	145.76	64897	5/24/1900

Shawnee Mission Ford, Inc.	102	5260.102 Vehicle Maintenance	Invoice: C66931 /	\$	66.42	64898	3/6/1900
Jennifer L. Shipman	103	5209.103 Professional Services	Invoice: 281201509 /	\$	150.00	64899	5/29/1900
Springsted Incorporated	105	5206.105 Travel Expense & Training	Invoice: 10/2/15 JONES-LACY /	\$	36.00	64959	2/5/1900
Stalker Radar	109	5816.109 Spec. Law Enforcement Expenses	CK32153 Invoice: S182208 /	\$	3,914.01	32153	9/18/1910
Staples Advantage	101	5301.101 Office Supplies	Invoice: 8036100077 /	\$	63.48	64945	10/15/1900
Staples Advantage	105	5301.105 Office Supplies	Invoice: 8036100077 /	\$	14.40	64945	
Staples Advantage	101	5304.101 Janitorial Supplies	Invoice: 8036100077 /	\$	211.23	64945	
Staples Advantage	105	5301.105 Office Supplies	Invoice: 8036196735 /	\$	16.66	64960	1/16/1900
Stinson Leonard Street	450	5209.45 Professional Services	Invoice: 30126113 /	\$	306.21	64961	3/23/1915
Stinson Leonard Street	101	5215.101 City Attorney	Invoice: 30126106-30126114 /	\$	5,255.67	64961	
Strasser True Value	106	5318.106 Tools	Invoice: 180940/182285 /	\$	949.26	64946	8/6/1902
TASER International	102	5214.102 Other Contracted Services	Invoice: SI1412379 /	\$	555.00	64916	7/8/1901
Town & Country Disposal	115	5272.115 Solid Waste Contract	Invoice: 62660 / solid waste	\$	34,493.52	64917	6/8/1994
Time Warner Cable	106	5202.106 Telephone & Internet	Invoice: 2001 9/11/15 /	\$	9.99	64918	1/9/1900
United Way of Greater KC	101	2035.101 Other Withholding Payable	Invoice: 2015 3RD QTR /	\$	60.00	64919	2/29/1900
US BANK	102	5206.102 Travel Expense & Training	Invoice: MASON 9/25/15 /	\$	37.83	64947	11/3/1907
US BANK	102	5206.102 Travel Expense & Training	Invoice: MASON 9/25/15 /	\$	20.49		
US BANK	103	5206.103 Travel Expense & Training	Invoice: LEON 9/25/15 /	\$	52.00		
US BANK	105	5206.105 Travel Expense & Training	Invoice: JONESLACY 9/25/15 /	\$	340.00		
US BANK	106	5206.106 Travel Expense & Training	Invoice: LEON 9/25/15 /	\$	722.16		
US BANK	102	5211.102 Maintenance & Repair Equipment	Invoice: MORRIS 9/25/15 /	\$	39.90		
US BANK	101	5301.101 Office Supplies	Invoice: BOHON 9/25/15 /	\$	23.63		
US BANK	105	5301.105 Office Supplies	Invoice: JONESLACY 9/25/15 /	\$	379.00		
US BANK	106	5301.106 Office Supplies	Invoice: SCHARFF 9/25/15 /	\$	9.84		
US BANK	106	5302.106 Motor Fuels & Lubricants	Invoice: SCHARFF 9/25/15 /	\$	203.49		
US BANK	101	5408.101 Miscellaneous Charges	Invoice: SCHARFF 9/25/15 /	\$	126.47		
US BANK	109	5816.109 Spec. Law Enforcement Expenses	Invoice: MORRIS 9/25/15 /	\$	910.00		
Vance Brothers	270	5438.27 Street Maintenance	Invoice: IC52814 /	\$	102.00	64948	4/11/1900
Verizon Wireless	102	5202.102 Telephone & Internet	Invoice: 9752829914 / phone data pd	\$	240.06	64949	8/27/1900
Water District No 1 of Johnson County	106	5201.106 Electric, Gas, Sewer & Water	Invoice: 9/24/15 MULTIPLE / water charges	\$	1,154.91	64920	2/27/1903
Kathleen Whitworth	101	5408.101 Miscellaneous Charges	Invoice: 10/5/15 GERKEN /	\$	98.60	64950	4/7/1900
Wholesale Batteries, Inc.	106	5211.106 Maintenance & Repair Equipment	Invoice: 326776 /	\$	8.54	64921	1/8/1900
Forte	101	5214.101 Other Contracted Services	EFT#9/30/15 Invoice: 9/30/15 ADMIN WEB /	\$	10.45		
Forte	101	5214.101 Other Contracted Services	EFT#9/30/15 Invoice: 9/30/15 COURT WEB	\$	10.45		
Forte	101	5214.101 Other Contracted Services	EFT#10/1/15 Invoice: 9/30/15 ADMIN /	\$	10.45		
Forte	101	5214.101 Other Contracted Services	EFT#10/1/15 Invoice: 9/30/15 COURT /	\$	34.99		
Forte	101	5214.101 Other Contracted Services	EFT#10/2/15 Invoice: 10/2/15 ALL ACCOUN	\$	262.39		
KPERS	101	2040.101 KPERS Accrued Employee	EFT#9/28/15 Invoice: 9/28/15 /	\$	1,531.80		

KPERS	107	5123.107 KPERS City Contribution	EFT#9/28/15 Invoice: 9/28/15 /	\$	2,675.55
KPF	101	2045.101 KP&F Employee Withholding Payable	EFT#9/28/15 Invoice: 9/28/15 /	\$	2,408.90
KPF	107	5131.107 KP&F City Contribution	EFT#9/28/15 Invoice: 9/28/15 /	\$	7,196.31
Miller Management Systems, LLC	101	5214.101 Other Contracted Services	Invoice: EFTOCT /	\$	1,462.00

\$ 103,322.95

Item Number: Consent Agenda- II.-B.
Committee 10/19/2015
Meeting Date:



City of Roeland Park

Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **July 20, 2015 Council Minutes**
Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
 7/20 council minutes	Cover Memo

**MINUTES
CITY COUNCIL MEETING
CITY OF ROELAND PARK, KANSAS
ROELAND PARK CITY HALL
4600 WEST 51ST STREET, ROELAND PARK, KS 66205
Monday, July 20, 2015, 7:00 P.M.**

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

Admin

Chair, Kellerman
Co-Chair, Janssen

Finance

Chair, Poppa
Co-Chair, Rhoades

Safety

Chair, Kelly
Co-Chair, McNeil

Public Works

Chair, Thompson
Co-Chair, Fast

Mayor Marquardt called the Roeland Park City Council meeting to order and led everyone in the Pledge of Allegiance.

City Clerk Bohon called the roll; Councilmember Janssen was absent.

Modification of the Agenda

CMBR Poppa suggested discussing Item IX, Ordinances and Resolutions following the Consent Agenda since there were citizens present that wished to offer their comments regarding the 47th & Mission property. The Governing Body and Mr. Krsnich, the property owner, all agreed.

Recognition Award

Police Chief Morris presented the Meritorious Conduct Award to Officer Mark Engravalle for helping a homeless woman and her children, who was shoplifting necessities for her family from the Roeland Park Walmart. After performing his duties as a police officer, he became a compassionate citizen and purchased the items for her and her family. Media outlets around the world picked up the news story and generated donations for the family. Chief Morris said his department tries to make a difference in Roeland Park and this proves to be one of those moments. He said the award is in appreciation from all the citizens of Roeland Park, the Police Department as well as those across the country for an outstanding job well done. Mayor Marquardt expressed appreciation on behalf of the Council.

I. CITIZEN COMMENTS

Mayor Marquardt noted that changes to the public comments procedure allow for the citizenry to comment on business items. Any comments to be made regarding a topic not on the agenda will be heard separately.

Linda Mau - Ms. Mau expressed her displeasure regarding tax payments collected on the unrealized Gateway project, the need for Public Works to trim the trees away from the street lights, the lack of a crosswalk at Ash & Roeland Drive; loose gravel on the Juniper Park trail; and the need for the City to seek the input of citizens on projects.

Steve Querrey, Director of Operations for Joe's Kansas City Bar-B-Que, cautioned against the Special Use Permit for the lot at 47th & Mission and recommended time constraints to have a contract for a permanent restaurant. He also spoke to the condition of the lot, food trucks, and the lack of restroom facilities.

II. CONSENT AGENDA

1. Appropriation Ordinance #882
2. City Council Minutes March 3, 2015
3. City Council Minutes May 18, 2015
4. RFP Stormwater Maintenance Project
5. RFP Street Maintenance Phase 1

MOTION: CMBR FAST MOVED, SECONDED BY CMBR KELLY, TO APPROVE THE CONSENT AGENDA.
(MOTION PASSES 7-0)

III. BUSINESS FROM THE FLOOR

A. APPLICATIONS/PRESENTATIONS

1. Marek Gliniecki – Arts Committee Update

Marek Gliniecki, Chair of the Arts Advisory Committee, thanked the Governing Body for their \$1,000 contribution to the Arts Committee as well as donations to other committees. Mr. Gliniecki provided an update on the year's programs noting that the Lovey Dovey Art Mart went well and plans are to continue that again for 2016. He also added that the Pianos on Parade program has been fairly successful and is proving to be an attractive draw for all ages. There was an event held July 11 at the Community Center, to which Mayor Marquardt and CMBR Fast attended, and many people came to play the piano. Mr. Gliniecki said the Art Scavenger Hunt, however, will not continue due to a low interest level.

Mr. Gliniecki provided a tentative calendar of events:

October 17 - Reception for the George R. Schlegel Art Gallery from 6-8:30 p.m.

December 16 - Christmas lights decoration competition judging.

February 6, 2016 - Lovey Dovey Art Mart (Snow day February 13), to be held at the Community Center

Spring 2016 - Granada Skate Park Banner Contest

April or May of 2016 - Congressional Art Competition (tentatively planned)

April 2016 - Arbor Day poster contest with the City's elementary schools

June 2016 - Art auction working with Creative Studios.

June 11, 2016 - City Block Party

Mr. Gliniecki said the committee will try to have public receptions as the exhibits change in the art gallery and promote the information once they receive it.

As for the budget, the Arts Committee currently has \$2,415.31 from fundraisers and donations over the past two years.

Mayor Marquardt said Mr. Gliniecki and the committee have been amazing at diversifying the group's activities and was very thankful and appreciative of their continued involvement.

IV. MAYOR'S REPORT

A. Economic Development Update

No report was given

V. STANDING COMMITTEES/COMMITTEE REPORTS

A. ADMIN

CMBR Poppa reported that Joe Blankenship from Bike/WalkKC delivered a presentation during a previous COW meeting regarding a country-wide effort to review the state of transportation in and around the cities as it

relates to active transport, pedestrian conditions, ADA accessibility, bicycling, and transit accessibility. The Council is set to approve an ad-hoc committee that will include two Councilmembers, one Planning Commissioner, two Roeland Park residents and Mr. Blankenship.

Also the Governing Body will be meeting July 21 at 6 p.m. in an Executive Session with representatives from the Kansas League of Municipalities to review City Administrator candidate résumés.

And David Waters, the City's Ethics attorney, presented the new ethics ordinance to the Governing Body at a previous COW meeting.

Mayor Marquardt spoke to the Bike/WalkKC program stating that all mayors have received a U.S. Department of Transportation initiative for reviewing Bike/Walk programs. He also noted that Kyle Rogler is the Planning Commissioner recommended for the ad-hoc committee. Once approved the ad-hoc council will be a formal group, hold public meetings and will present final recommendations by April of 2016.

B. FINANCE

CMBR Rhoades reported that during budget discussions it was decided to add an additional \$400 for the United Way Community Service. It was also agreed to provide salary increases for the prosecutor and judge by \$3,492 while reducing the amount allotted to the ethics attorney. A placeholder was left for the new City Administrator on the deputy chief position to evaluate if that is a need, or other possible solutions for that money. Included in the new budget is an increase for police officer positions with a net impact of \$1,648; doubling the training line item for City Council with a net impact of \$3,850; increasing the Major Home Repair Funding by \$2,000; and maintaining \$18,500 in for Strategic Planning Implementation.

C. SAFETY

CMBR McNeil said that Police Chief Morris reported on the 2015 2nd Quarter Statistics as well as giving an update on crime statistics for Roeland Park.

D. PUBLIC WORKS

CMBR Fast reported that details of the Stormwater Maintenance Project were discussed and include portions of the corrugated pipe replacement to be funded with TIF funding. The Street Maintenance Phase 1 was approved on the Consent Agenda. The Nall Park Task Order that will be voted on includes an assessment of cost and evaluation of the bathroom, drinking fountain and the shelter lighting. Also to be voted on will be the R Park survey and Design Development Plan.

E. AD HOC DEVELOPMENT COMMITTEE

CMBR Poppa said that along with himself, the Ad-Hoc Committee consists of Mayor Marquardt, CMBR Rhoades and CMBR Thompson. They are meeting to discuss the redevelopment of the old pool site. In a previous COW meeting it was recommended that with ad-hoc committee approval, authority be given to the City Administrator to authorize expenditures up to \$100,000 related to redevelopment in the TIF District 3.

Mayor Marquardt said the TIF 3 fund projections are \$1.25 million through January 2018 when site work needs to be complete. Examples of the work that can be paid for through the TIF funds were utility work, site clearance of brush and trees, analysis on the structure of the caves and the land, and possible parking. Funds cannot be used for any actual development. He also noted the committee is working with the City's Engineer Shafer, Kline & Warren (SKW).

Jerry Johnson, City Engineer from SKW said he was excited about being part of the ad-hoc committee and being a part of the project. He added that he wants to bring the history of the caves forward into the vision for its future.

VI. REPORTS OF CITY LIAISONS

There were no reports given.

VII. UNFINISHED BUSINESS

A. RFP Responses for Abatement Mowing Services

Public Works Director Leon said only one response was received from the RFP issued, but chose to not approve it as he felt it was not a competitive bid. He will try the RFP process again in the fall or early winter to seek a better response.

VIII. NEW BUSINESS

A. Nall Park Task Order

Interim Administrator Pentz said that following discussions at previous COW and Council meetings a recommendation is being made to move forward with the task order in the amount of \$11,600 to retain Shafer, Kline & Warren to do the design work for the improvements that are needed to the restrooms, the shelter house, and the drinking fountain at Nall Park. The funds are budgeted for the task order. There are currently no funds for the construction, but this does provide the design work for construction at a later date.

CMBR Rhoades questioned whether the plans would allow for the design of a disc golf course in the future. Interim Administrator Pentz noted the course could be designed to fit around the existing fixed structures at the park.

MOTION: CMBR FAST MOVED, CMBR MCNEIL SECONDED, TO APPROVE TASK ORDER NUMBER 21 FOR NALL PARK BATHROOM REHABILITATION DESIGN, TO INCLUDE DRINKING FOUNTAIN AND SHELTER LIGHTS FROM SHAFER, KLINE & WARREN AT A COST NOT TO EXCEED \$11,600. (MOTION PASSES 7-0)

B. Approval to Publish for Budget Hearing

Ms. Jones-Lacy said the publication for the August 10th budget hearing will be published as part of the legal record. The City is required to provide ten clear days before the notice, so that the public can attend the hearing. A copy of the budget summary was presented. The publication lists the mill levy as proposed in 2016 and the budget for the various funds compared with current year and prior year. Adoption of the final budget is set for the August 17th Council meeting.

MOTION: CMBR KELLY MOVED, CMBR THOMPSON SECONDED, TO APPROVE THE PUBLICATION OF THE BUDGET HEARING NOTICE FOR AUGUST 10, 2015, IN THE LEGAL RECORD. MOTION PASSES 7-0).

C. AD HOC BIKE/WALK DEVELOPMENT GROUP

CMBR Kelly said that in response to the awareness campaign that challenged mayors to make cities bike-walk friendly, members of the community have gotten together to determine what Roeland Park has and what it can develop to enhance the community.

MOTION: CMBR FAST MOVED, CMBR MCNEIL SECONDED, TO CREATE THE ROELAND PARK PEDESTRIAN AND BICYCLE SAFETY AD-HOC COMMITTEE FOR A ONE-YEAR PERIOD TO JULY 2016, AND APPOINT THE FOLLOWING MEMBERS: TERESA KELLY, ERIN THOMPSON, KYLE ROGGER, LAURA STEELE, TYLER

**STEELE, AND JOE BLANKENSHIP, WITH A FINAL REPORT TO BE GIVEN ON OR BEFORE JULY 2016.
(MOTION PASSES 7-0)**

D. R PARK SURVEY TASK ORDER

Public Comment:

Shea Geist, 5000 Southridge. Ms. Geist, Chair of the Parks Committee, spoke in support of allocating the funds to the R Park Survey and Task Order as well as the Design Development Agreement.

Public Works Director Leon said the task order will serve as a planning document for the Parks Committee and the Design Development Committee for not only locating the amenities in R Park, but to aid in future placement.

CMBR Kellerman felt this item should be discussed further since the Governing Body just received a new task earlier in the day.

Public Works Director Leon replied that no changes were made. The price of the task order remains at \$6,000. The survey will also mark utilities, trees, amenities, etc.

Interim Administrator Pentz stated he requested the additional information regarding the survey to include the legal description and boundaries of the park.

Shea Geist and Kathleen Whitworth commented on the purchase of 10 benches, 3 picnic tables, a bike rack and 4 trash receptacles scheduled to be delivered the following day.

Ms. Geist added that the donor of the drinking fountain has pulled back on of their donation and are now selling the item at cost. Plans to move forward with have been put on hold.

Public Works Director Leon emphasized that the survey is an appropriate way to plan for the park's future, especially when placing amenities, and it will help determine the future of 55th Terrace.

Jerry Johnson from SKW clarified what services what they will be looking for in the survey.

MOTION: CMBR KELLERMAN MOVED, CMBR FAST SECONDED, TO MOVE THE R PARK SURVEY BACK TO COMMITTEE OF THE WHOLE FOR FURTHER DISCUSSION. (MOTION FAILS)

MOTION: CMBR KELLY MOVED, CMBR THOMPSON SECONDED, TO APPROVE THE R PARK SURVEY TASK ORDER FOR AN AMOUNT NOT TO EXCEED \$6,000. (MOTION PASSES 6-1)

E. R PARK DESIGN DEVELOPMENT AGREEMENT

Public Comment:

Ms. Grebe, member of the Parks and Trees Committee, spoke in support of the proposed design development plan.

Tom Madigan, 5316 W. 49th Terrace. Mr. Madigan spoke on the placement of amenities in R Park and the need to keep the public informed.

Loretta Carson, 5532 Roe. Ms. Carson spoke in support of the design development plan.

Interim Administrator Pentz said the plan is necessary in the design of the park and that it was prudent to move forward with the agreement with the landscaping firm of Clark Anderson Partners in the budgeted amount of \$15,000.

CMBR Kelly reiterated that the design plan is necessary for proper layout of the park.

CMBR Fast supported the design plan, but questioned the process of not utilizing the RFQ process.

Interim Administrator Pentz stated that an RFQ was not needed as the firm has already established their qualifications through a previous RFQ, which is different than a competitive bid process.

MOTION: CMBR KELLY MOVED, CMBR POPPA SECONDED, TO APPROVE THE DESIGN DEVELOPMENT PLAN FOR R PARK AS WAS DISCUSSED AT THE COW MEETING ON JULY 13, 2015, AND STAFF WAS DIRECTED TO BRING THE PROPOSED AGREEMENT WITH CLARK ANDERSON FORWARD TO THE JULY 20, 2015 CITY COUNCIL MEETING. (MOTION FAILS)

F. TIF DISTRICT 3 EXPENDITURE AUTHORITY

Interim Administrator Pentz said the ad hoc committee has been meeting with SKW to determine the best way to utilize the TIF district funds on redevelopment when they are set to expire in January 2018. The fund is expected to be \$1.2 million in 2018. The ad-hoc committee recommended to the COW that the City Administrator be given authority to enter into agreements for things such as engineering services, technical and geological services, architectural services, and clean up in an amount up to \$100,000 with the approval from the ad-hoc committee.

CMBR Fast said it was important for the ad-hoc committee to come before the Governing Body when hiring firms used in the redevelopment process as a lot is at stake on this project.

MOTION: CMBR POPPA MOVED, CMBR RHOADES SECONDED, TO APPROVE THE AD-HOC DEVELOPMENT COMMITTEE'S RECOMMENDATION THAT THE CITY ADMINISTRATOR BE GIVEN, WITH AD-HOC DEVELOPMENT COMMITTEE APPROVAL, EXPENDITURE UP TO \$100,000 FOR EXPENDITURES RELATED TO REDEVELOPMENT IN TIF DISTRICT 3. (MOTION PASSES 7-0)

IX. ORDINANCES AND RESOLUTIONS:

- A. Ordinance 915 - AN ORDINANCE RELATING TO ZONING; APPROVING A SPECIAL USE PERMIT FOR CERTAIN PROPERTY LOCATED AT THE SOUTHWEST CORNER OF 47TH STREET AND MISSION ROAD WITHIN THE CITY OF ROELAND PARK.**

MAYOR MARQUARDT: All right. The 47th and Mission SUP, or Special Use Permit has been moved up to the next item on the agenda. We do have a speaker for this. All right. So, Jeff Bartz.

MR. BARTZ: I apologize for just walking in. Jeff Bartz. I live at 4711 Canterbury. I live on the property that is immediately south of the 47th and Mission parcel. I just wanted to comment and express that we are more than happy to have this development come in. We understand how long it takes to line up not just somebody to build on the lot, but the right somebody on the lot. And we're more than happy to let that sit for years or longer if need be, so that the right company comes in. Like I said, I know that's not easy, but the last thing we want is a McDonald's to come in, no matter how flashy it may be. As I said, we're right next door. We've been putting up with the parking lot as it is today. And when I say putting up with, really it's actually been an improvement of what used to be there between the barking dogs and the AA and Labor Max building. We've actually noticed a decrease in noise due to the parking lot. It's actually a lot cleaner. We've had things thrown into our back yard when it was Labor Max, and we have not experienced that since. Again, I would just like to reiterate, we are the immediate neighbors. If you have any questions for me at any point in time, I'm more than happy to answer. And like I said, we're just happy that this development is coming in and we really want to express that you take the time to acknowledge that it does take time to get the right developer in there and that's what should be strived for.

MAYOR MARQUARDT: All right. Thank you very much, Mr. Bartz. In just a minute I'd like our administrators to kind of open up the topic in general. But I guess first of all I guess I would like to say that, I know and the media had talked about that the City had forced the developer to -- I've been getting a motion here that there is someone else who wanted to speak on this topic and I don't have the card. Anyway, that the media had mentioned that we had forced the developer to demolish the buildings. And as I understood it, it was code violations, to please do something about the code violations at the time. And so then the developer opted to demolish the buildings as a way to remediate. So anyway, I just wanted to get that out. Our City Administrator, would you like to just bring it up.

MR. PENTZ: Mayor, thank you. I'd like to call upon the Assistant City Administrator Jennifer Jones-Lacy to review the site. And she's been working on it and prepared the staff report. So, Jennifer.

MAYOR MARQUARDT: Thank you. Ms. Jones-Lacy.

MS. JONES-LACY: Would you like me to [inaudible]?

MAYOR MARQUARDT: Yeah. You don't have a microphone there.

MS. JONES-LACY: [Inaudible] don't have a mic.

MAYOR MARQUARDT: Then, please, if you would that would be great.

MS. JONES-LACY: Thank you very much. The special meeting called --

MAYOR MARQUARDT: Do you mind? I'm sorry for doing this. Can you wait for just a minute? I had noticed this Ordinance 915, and it wasn't addressed like the other ones for someone to speak on this topic. I didn't realize that was the same one. There are so many things on the agenda. Do you mind just a moment?

MS. JONES-LACY: No, not at all.

MAYOR MARQUARDT: I'm sorry, Mr. Madigan. I do see how that's the Special Use Permit.

MR. MADIGAN: I'll try not to use it as written in the future.

MAYOR MARQUARDT: Sorry about that. Thank you. No laughing, please.

MR. MADIGAN: Having spoken on this before I have several issues on this thing. And I'm trying to keep them very short and sweet. One of them is we joined the Overlay District to do away with something like this. We had blighted buildings there that looked terrible and everybody hoped, oh, in the future we're going to have something. Well, now we have a promise that someday we might have something. Well, I think we need a little bit more than a promise. I think we need an effort to make that thing look aesthetically pleasing. Someone made a comment to me, isn't it wonderful that everybody comes here from all over the world to Joe's and stands in line with nothing to look at but that. That's not the image Roeland Park wants. It looks terrible. Now, there is one thing that would make a simple change in it. If the developer put a sign that said, commercial property, will develop. Then people would go, oh, well, they're going to build something there. You know, gosh, you might want to come back and see what it is. But we're being told it's marketed, but where? On several occasions I've heard the comment I'll just put up a fast food restaurant. I've spent my life negotiating. I know some of you have. My practice was when I'm at the negotiating table if somebody threatened me, I stood up and said negotiations are over. It's inappropriate. It's not the way to resolve anything. Now, that's just my feeling on it, and I really don't think you as a Council should stand for it. And the other thing is, Commerce Bank is paying us for the revenue, the taxes that we're losing. We are losing over \$2,000 a year in property taxes. In the grand scheme of things that's just a drop in the bucket. But to

everybody sitting out here that's helluva drop in the bucket. And who's going to make that up? We are. That's who's going to make it up. Thank you.

MAYOR MARQUARDT: Thank you very much, Mr. Madigan. All right. Now, Ms. Jones-Lacy, if you would, please. Sorry about the delay.

MS. JONES-LACY: No problem. The Planning Commission convened a special meeting on June 30th to consider the Special Use Permit, and the ordinance before you reflects their recommendation. They accepted the application with a few exceptions. And I also wanted to recognize that Kyle Rogler and Mike Hickey from the Planning Commission are here and can also speak to their recommendation as well. They accepted the Special Use Permit application and they also added that the permit should expire in one year with the option to extend for an additional year if the owner provides the City with some documentation demonstrating that it is securing a contract or a written letter of intent from a developer of the property, that no more than three food trucks may operate at any given time. Food truck operations are limited between the hours of 7 a.m. and 2 p.m., and the food trucks cannot park overnight. And staff would concur with these recommendations, and then we added a couple of other ideas that the Council may want to consider in terms of adopting the Special Use Permit. If there's any questions, I'd be happy to answer, or as I mentioned, both Kyle Rogler and Mickey Hickey from the Planning Commission are here to speak to this as well.

MAYOR MARQUARDT: All right. Did you want to highlight the elements that you had added, that staff had added?

MS. JONES-LACY: We had discussed -- one thing in particular that will need to be addressed is that the application, the original application included 31 parking stalls, and that was prior to an extension of spaces that the developer had requested and the Council had approved. So, we would recommend that you approve those 34 stalls instead of the 31. And another couple of items that some of the Councilmembers had brought up, and you may want to consider, are liability insurance, naming the City as an additional insured as a possibility, and also requiring that you all be the final arbiters in terms of allowing anything beyond a year for a renewal so that the developer would need to get approval from you all to extend it beyond the year.

MAYOR MARQUARDT: All right. Thank you very much, Ms. Jones-Lacy. Mr. Poppa, would you like to say a few words?

MR. POPPA: Sure. So, prior to this Council meeting tonight the Governing Body had a deliberative session in Committee of the Whole. And so we have a list of these conditions that Ms. Jones-Lacy was talking about, and we'd like to discuss those this evening. An overall view of what we discussed is a special use of the 34 stalls, so that would be with the additional three that Ms. Lacy was talking about, for the initial 12-month period. And then 12 stalls to be named for an additional six months after that. And then that would be providing the following reasonable conditions are met. Site clean-up within the first 12 months. And that's to include clearing of all concrete, asphalt and related material other than required for parking and access. Landscaping of some sort, fencing, addressing safety issues that we've heard about tonight and at other times. And that they would carry some liability insurance in the amount of \$2 million with the City named as an additional insured. So, that's the overview of the things that we did discuss, we did deliberate. And now I guess I'd like to open it up for any specific questions for Mr. Krsnich.

MAYOR MARQUARDT: Yes. Mr. Krsnich, would you like to make some comments?

MR. KRSNICH: Yeah. I've just been taking notes here. To address Commissioner Poppa, I'm sorry, I didn't have a chance to write down all of your comments that came up.

MR. POPPA: No problem.

MR. KRSNICH: In regards to the liability insurance, we already have liability insurance in place. I highly doubt that we have \$2 million, nor would I see it necessary. But I can check and let the City know exactly what we do have. Again, I know we've talked about this time and time again, but -- and earlier on, to the point where, you know, the City forced us to do something, the City never forced us to do something. But the code violations that were in place years and years before we took over, at the strong recommendation from the City and the only thing we talked about was demolition and that was from the very, very beginning. Hindsight being 20/20, I think that we can all agree that it would have been a better option for me to put a Band-Aid on it. It would have cost about \$4,000. Shingle repair, two roof leaks. We've already got people on the payroll that could have stopped by and done all that. A coat of paint. We don't have this series of meetings and, you know, we would be back in compliance. So, the reason why we did what we did was based upon recommendation was also to speed up the opportunity to have an original Kansas City restaurant and not put a Band-Aid on the problem that was there and would have still been a problem. Removing the concrete. We've talked about that numerous times. The permit has been closed. We've gone above and beyond several different ways in terms of site approval. The site looks terrible. We all knew that the site would look terrible. It's what we signed up for. The permit was closed. We did everything we were asked to do and then some. There was a comment being made about the Overlay District, and the reason the Overlay District was formed was to avoid situations like this. The Overlay District actually gave us their recommendation. Love your restaurant by the way.

MR. QUERREY: Thank you.

MR. KRSNICH: We haven't met before. Sixty percent of the parking that would go away is Taco Republic's parking. So, I'm not sure if we're -- how we can be a fan of what's going on there and, you know, the rising tide raises all boats if we're also saying that, you know, let's take away 60 percent of our friendly competitor's parking. Got an e-mail and a call from Jennifer Jones-Lacy at the recommendation of Mark Kohles who is on the Planning Commission. Mark thought it would be a great idea to see if we could look, and by the way whoever mentioned a sign for development coming soon, I think that's a great idea as well. In addition to that, one thing that I'd like to recommend, which was actually Commissioner Kohles' idea was to bring in free dirt and put down grass seed on areas where there's elevation changes. I hope the dirt really is free because it needs to be. But I think that's a great idea. It would not take place anywhere where there's, you know, food trucks or the potential to have food trucks. In regards to the food trucks and the rest rooms, if that ever became a problem, we wouldn't do it, period. For our events where we've had food trucks, actually we've had port-a-potties delivered for the day of the event. And as we've spoken about before, there is different levels of port-a-potties. Again, not that any of them look great, but there's different levels there. Somebody was talking about me threatening the City or the City Commission on the fast food restaurants. It's not a threat, it's a reality. We have documents and e-mails, letters of inquiry, brokers we could put you in touch with. Fast food restaurants want to go in that corner. It would be a really, really simple fix. Short term fix. I think we'd all regret it down the road. But if that's the direction that it has to go, it's the direction it has to go. We asked in the Special Use Permit for a period of two years. At the meeting two weeks ago now, I agreed to reduce that timeline to one year, so there is a timeline in place, an extremely aggressive timeline. A timeline that we don't believe that we're going to be able to meet. And that's why with the approval, I'm sorry, and that's why at year one with a signed letter of intent from a restaurateur, that's when we were to receive another one-year extension. That was my understanding, or to another year. I cannot share the details of this, but again, and probably rightfully so in most cases nobody believes developers. I get it. But I would be willing to share with the City Attorney a letter of intent we received for the site today from a Kansas City original restaurateur. And then hopefully if that was acceptable to the City Council, you know, a nod or a verification from the City Attorney, then maybe that would be enough. Just so you know, the timeline for their open would be in October of 2016. So, I'm not sure what that does for the, you know, the time crunch that we're all under, that we all want to have happen. But we did receive a letter of intent today. That's all I have.

MAYOR MARQUARDT: Thank you very much, Mr. Krsnich. You might want to stay in case anyone has questions. Is there questions or comments from Council or discussion? We don't have a motion on the table.

MR. POPPA: Are you going to facilitate?

MS. FAST: No.

MR. POPPA: So, should we put the motion on the table, so we can discuss this?

MS. FAST: Yeah.

MAYOR MARQUARDT: Some motion, yes.

MR. POPPA: Some motion.

MAYOR MARQUARDT: Okay.

MR. POPPA: All right. So, I'd like to move to discuss, to recommend what's in front of us right now, so we can discuss that. It doesn't have to be the --

MAYOR MARQUARDT: I think you would move to pass the recommendations as they are.

MR. POPPA: Okay.

MAYOR MARQUARDT: And then the Council would discuss those elements.

MR. POPPA: All right. So, I will move to pass the recommendations as noted in the agenda and the packet.

MAYOR MARQUARDT: And not as you had read previously.

MR. POPPA: Right. The ones in the packet. Can you pull that up? I'm sorry.

MAYOR MARQUARDT: Okay.

MR. POPPA: Just the top part. I apologize.

MS. BOHON: No.

MR. POPPA: So, it would be this top part here on recommendations. I move to approve as recommended.

MAYOR MARQUARDT: And there would need to be a second.

MR. RHOADES: Second.

MAYOR MARQUARDT: All right. So, it's been moved by Mr. Poppa and seconded by Mr. Rhoades. Discussion? Mr. Rhoades.

MR. RHOADES: Tony, real quick. You had mentioned that you thought you would find it highly unlikely that you would be able to meet that timeframe. But then you just said, you had a thing today that would be October '16. So, I mean --

MR. KRSNICH: But they're not going to be open. I mean, I --

MR. RHOADES: To begin construction on it, or an opening on it?

MR. KRSNICH: It's going to be -- I'm sorry. Are you talking about the --

(Inaudible; talking over one another)

MR. RHOADES: Yeah. Yeah. So, you just received a letter of intent today.

MR. KRSNICH: If a letter of intent is what it takes to, you know --

MR. RHOADES: Well.

MR. KRSNICH: -- move on, then absolutely we can meet that. If, you know, ribbon cutting --

MR. RHOADES: Yeah. No. I'm just saying, so that's October '16. So, I mean, is that like, oh, well, we'll begin construction in six months or a year or --

MR. KRSNICH: Probably six to eight months.

MR. RHOADES: Okay.

MR. KRSNICH: But, you know, obviously the building won't be open by then. And as we've said from the very, very beginning, this is a really, really positive step.

MR. RHOADES: Yeah.

MR. KRSNICH: But this is a letter of intent. And in this business, no different than, you know, I guess any sales business, you know, you have to have a pipeline. And I would say that, and again, I've never -- that's why I'm not coming out with my own restaurant concept. I've never been in this position before. But from all the research I've done you need three, four or five people that are saying the same thing [inaudible] before you actually get one to close. Definitely a step in the right direction. Whether or not this company is going to be the company that moves forward on it or not I can't tell you as a matter of fact.

MAYOR MARQUARDT: All right. Now continue, Mr. Rhoades.

MR. RHOADES: So, well, I mean, that being said, are you comfortable with what some of the things that the Council has just told you recently? I mean, are you comfortable with some of the stipulations, additional stipulations that they are potentially asking for?

MR. KRSNICH: The ones that were just mentioned?

MR. RHOADES: Yeah.

MR. KRSNICH: No. No. What we agreed to and we, you know, made serious concessions in doing so was what happened at the Planning Commission meeting, two years down to one year, three trucks. The Planning Commission actually wanted to extend the hours to two o'clock. I'm fine with all those stipulations. I'll check on the insurance. I don't know -- I don't think we have \$2 million of liability on properties where there is people living, but we do have liability insurance. In terms of the signage, hundred percent agree with that. In terms of the fill dirt, again I've spoke with the Planning Commissioner, or we traded phone calls and voice mails this afternoon. We're looking into that. But in terms of, you know, like removing concrete and going above and beyond, you know, what the permit was, there's been a lot missed if we think that that's possible. What we're saying is the exact opposite that, you know, we've done everything we've said we're going to do and then some. We don't have the money to do this because it would be spending money twice, creating a huge mud pit on the site. I just can't see how we would be willing to do that. How we can afford to do that.

MR. RHOADES: Yeah. I mean, can I continue?

MR. KRSNICH: Uh-huh.

MAYOR MARQUARDT: Yes.

MR. RHOADES: And I think just taking a summary of what I've been hearing and everything it's like people are willing to give you time and to, you know, get a good thing. But how much time is that? So, if you did have a letter of intent that came to fruition, I think that would be probably acceptable to most people. That would work. That timeline would probably timely work, a restaurant opening in October of 2016.

MR. KRSNICH: I've got it right now.

MR. RHOADES: Yeah. I mean, I'm saying that would work. But I don't think if that didn't work, I don't think two years down the road the residents and the business community want to see, you know, a burned, you know, a concrete slab sitting there.

MR. KRSNICH: Well, and again, the concrete slab probably won't be sitting there. We're going to find a bunch of fill dirt and put it on top of it. As soon as we get through this part of the process, that's when we do the re-platting. That's when we do the rezoning because not the entire site is zoned properly. Then the marketing will take place. But I mean with property marketing and what I believe is becoming one of, if not the hottest restaurant corridors in Kansas City, I don't know what more a person can do. Again, I'm not going to get into the restaurant business. It's going to be properly marketed. We love the area. We love the area now for a restaurant more than we ever did before we took a look at it. I believe there's some great press coming out tomorrow or maybe even today about a pizza restaurant possibly going in in a nearby location, so we're doing the right things.

MAYOR MARQUARDT: Yes, Ms. Kelly.

MS. KELLY: I would just like to remind the Council that we had come up with some bullet points that we specifically wanted to discuss. And so I would suggest we walk through those, and if there's discussion on each of those, we walk through those and we amend the motion as needed at this point.

MAYOR MARQUARDT: Would you like to make a motion to amend, or are you still just discussing the base motion?

MS. KELLY: Actually I would like to -- to make it clean, I'd like to make a motion to withdraw and start over with our bullet points, with an amended motion to start with to discuss the amended motion.

MAYOR MARQUARDT: So, there's been a motion to withdraw. Is there a second.

MS. THOMPSON: Second.

MAYOR MARQUARDT: It's been moved and seconded --

MR. SHORTLIDGE: Well, the motion would be initially to ask the motion maker and the second if they're willing to withdraw their motion.

MS. KELLY: Okay.

MAYOR MARQUARDT: Okay.

MS. KELLY: So, I make a motion to ask the maker of the motion and the second if they're willing to --

MAYOR MARQUARDT: Do you actually make a motion or do I just do that? Will the maker of the motion and the seconder, would you agree to withdraw the motion?

MR. POPPA: Yes.

MAYOR MARQUARDT: Okay. So, the motion is withdrawn. Ms. Kelly, would you like to make a motion?

MS. KELLY: Well, we had -- I think Michael had the lead on that, so he has the list.

MR. POPPA: So, I would like to make a motion to accept, or I guess actually I'm making a motion to override the Planning Commission's recommendation with the addition of some reasonable accommodations to be named shortly and the three extra parking spots, a change from 31 to 34. So, those reasonable accommodations would be: Use of the 34 stalls for a 12-month period, and then 12 stalls after that to be named, for an additional six months. And that's providing that these conditions are met.

One is site clean-up within the first 12 months. And that's to include clearing of all concrete, asphalt, and related materials other than required for parking and access.

MR. RHOADES: Real quick. I don't want interrupt you, but --

MAYOR MARQUARDT: Mr. Rhoades.

MR. RHOADES: Thank you. Not to interrupt, but if he is saying he is going to put fill dirt on that that might be acceptable than removing --

MS. FAST: But we need to discuss this.

MR. POPPA: But we need the motion to include it.

MR. RHOADES: I know.

MAYOR MARQUARDT: We need the motion. We can amend the motion.

(Inaudible; talking over one another)

MS. KELLY: We're making the motion so we can discuss.

MR. POPPA: Landscaping. So, the fill dirt and grass seed that Mr. Krsnich actually talked about. Fencing and other safety issues to be addressed. Ms. McNeil, I know this is part of my motion here, but you had said something about rebar and --

MS. MCNEIL: That should be included in the clearing the asphalt, concrete, and related materials.

MR. POPPA: Okay. Perfect. Perfect. And then the final would be to carry the liability insurance in the amount of \$2 million with the City named as an additional insured.

MAYOR MARQUARDT: Okay. Is there a second.

MS. MCNEIL: Second.

MR. RHOADES: Second.

MAYOR MARQUARDT: So, it was moved by Mr. Poppa and seconded by Mr. Rhoades. All right-y. Is there discussion? Ms. Fast.

MS. FAST: I guess I'm not quite following the fill dirt end because you've said, well, I don't want, you know, kind of a mud mess. So, you're basically you're going to bring dirt and put it on top of all the asphalt? And then my second question, there's wires hanging off this pole that -- it's really scary. And can those wires be taken off? So, first address -- so, you're just going to bring in dirt and put it over the asphalt and the cement and take down the barriers? Is that what -- I wasn't following what you were talking about this dirt fill-in thing and won't that be like a muddy mess?

MR. KRSNICH: Well, I think depending on the rain and when we get the rain, yeah, it could be a muddy mess. This is at the direction of one of the planners who's done it before. I've never tried this. So, I believe if the grass seed takes, then, yeah, it might not be a muddy mess. But, you know, I'm just taking recommendations and trying to figure out anything I can do based upon the recommendation, you know, within our price constraints, understanding that the loan that we received when we purchased the buildings was for the acquisition and for the work that we were asked to be done. When we're talking about things such as removing concrete slabs, obviously since the permit has been closed, that money is not there. Fill dirt, however, would be a very, very cheap, affordable fix. And we've asked our excavation company today to look out for it. On the chart here, it would not have anything to do with any of the barriers or any of the parking spots. It would just be for the areas of concrete that would not be deemed permissible for food trucks or food truck users. So, it would not have anything to do with the asphalt.

MS. FAST: Okay. And would you be willing to assess, I mean, there's wires hanging there and --

MR. KRSNICH: Yeah. Those are all cut and dead. But, you know, I don't think -- I'll take a look at them, Ms. Fast.

MS. FAST: I mean, there's always, I mean, I've had KP&L in my area where there's wires and they say there's shock, there can be with lightening.

MR. KRSNICH: Okay.

MS. FAST: And I mean, it's just not good to have wires that's hanging there and for, you know, liability. I would appreciate that.

MR. KRSNICH: Yeah. Absolutely. I'll call the company and ask them what it would cost.

MAYOR MARQUARDT: Are you suggesting to make an amendment to include that?

MS. FAST: I don't think it needs to be on the condition. I trust him that he will look at that.

MAYOR MARQUARDT: Okay.

MS. FAST: Because it could be a possible lawsuit.

MAYOR MARQUARDT: Okay. No further discussion? Mr. Rhoades, you had mentioned slab removal and the dirt on top.

MR. RHOADES: Yeah. I mean, if we're going to have that --

MAYOR MARQUARDT: That's not part of it right now, but are you looking to include that?

MR. RHOADES: No. I'm not. I'm just continuing the conversation. I'd just like to include Tony in this conversation because I think there's a give and take here that maybe we need to, you know, we all need to get -- this needs to be win-win situation, so.

MR. KRSNICH: In terms of the limiting the, you know, after a period of one year there is only 12 spots. Obviously that won't work. I mean, you know, then I think after six additional months and there's no spots for Taco Republic. I mean, our -- what we're trying to do here is to again attract a restaurateur, an investor, a banker as to how great this restaurant corner is and that there's enough room for more people, right. And so in order to do that, you wouldn't want to hurt your competition, Taco Republic, Joe's, the LuLu's. You would want to help improve that. And for that reason that's why, you know, during the Planning Commission meeting two weeks ago the Special Use Permit, what was approved for one year would be approved for an additional second year even if the building wasn't completed as long as we had a letter of intent. So, I just wanted to clear that up, too.

MAYOR MARQUARDT: Ms. Kelly.

MS. KELLY: So, as far as, I guess I need to ask our attorney because we're giving you a deadline and we're also giving you the extra spaces you've requested prior to applying for the Special Use Permit to use. So, we're giving you a year. You're saying tonight that you have a letter of intent in hand, so how does that affect the timeline. If he produces that, does that reset the clock in any way? How does that work?

MR. SHORTLIDGE: Well, as I understand what the Council has talked about you're basically wiping out the first recommended stipulation from the Planning Commission. So, the stuff about the contract and the letter of intent go away. So, you're basically talking about giving him a permit for 34 parking spaces for a period of a year. And then after that going down to 12 parking spaces for an additional six months. At that point the permit would have expired. Now, in the meantime, they may be going through the process of rezoning and platting to put in a permanent user which would be great.

MS. KELLY: Thank you.

MAYOR MARQUARDT: Mr. Poppa.

MR. POPPA: I just wanted to echo what Mr. Rhoades said earlier. We want a win-win. You know, we want what's best for everyone here, but first and foremost, you know, we have to take into account the safety, the security, the financial stability of our City and our residents. And so I think these are pretty reasonable conditions, especially with Ms. Kelly of what she just asked. If you do have a letter of intent in hand and something does go forward with that, you wouldn't be required within that time period to take out the slabs. So, would you have a problem with that? Do you have a specific problem with the 12 months' timeline? Because you could wait until the last, you know, months.

MR. KRSNICH: The slabs will be taken out in conjunction with the redevelopment.

MR. POPPA: Correct. Right now as it stands. But did you have -- would you have a -- I'm just trying to narrow it down to one of these reasonable conditions at a time. So, we're talking about the site clean-up, the clearing of all concrete/asphalt-related materials, and we want to have discussion about it. Do you have a problem, or what's the specific problem that you may have with removing slabs within 12 months?

MR. KRSNICH: Money.

MR. POPPA: Money.

MR. KRSNICH: The labs will be, you know, and again, the permit is closed. We've finished all of that work by City ordinance, City law. So, the direct answer is money.

MR. POPPA: Sure.

MR. KRSNICH: Because when we put this project together, sources of funds, uses of funds, a big chunk of the money was needed to get the buildings down and have your building inspector sign off on it. We did that. We're finished with that. We don't need to bring in fill dirt. We want to because it's an affordable solution.

MR. POPPA: Right.

MR. KRSNICH: And the slabs will -- they'll come out when we begin our excavation for the restaurant.

MAYOR MARQUARDT: Just to kind of make a clarification question, not to discuss myself, but to ask Council to think about, are you looking for grass on the site? Are you looking for slab removal? And to consider the pluses and minuses of having dirt put on top and grass put on top with the slabs underneath. Does that affect your concept of requiring the slab removal versus just wanting the green on top? So, I think that's an interesting thing that we hadn't talked about before. Ms. Fast.

MS. FAST: I guess, you know, the question I get from residents all the time is you have, you know, are you -- now, you want to be a good neighbor and help Taco Republic because you don't want to hurt your competition. But you can't have -- build a restaurant there and continue to provide them parking, so that will have to end in order for your restaurant to be successful. And I guess I don't understand why isn't Taco Republic, there is an empty lot right on the other side of the laundromat, I mean, the car wash, for sale, which would be perfect for their kind of, you know, for their employees. If you go by your lots in the mornings it's all their employees. I mean, it's obvious that they're using your lot for employees. And what is the incentive for them to purchase that lot? Because they're going to be dependent on you for their parking and I don't -- there is some sort of financial arrangement you have with them. But you need to be successful and at some point you're going to have to cut them off. And that's what we're perplexed. You know, that's where you say we don't trust developers.

MR. KRSNICH: Right.

MS. FAST: That's what we don't trust.

MR. KRSNICH: Yeah.

MS. FAST: Because Taco Republic is a big fish. They're very successful. And in your background you've done very well in historical tax credits, low-income housing tax credits. I'm on a -- for disclosure, I'm on an affordable housing board. And, you know, I've heard about you. We do mainly in [inaudible] the board I'm in, so we don't compete with you. But you have done a great job developing housing. I've seen our properties in Lawrence. So, this is a whole new venture for you, restaurants. And I could be wrong, but it seems to me you've gotten your mark in historical tax credits, federal, state. So, why, I guess we just don't understand why are you providing all that parking for Taco Republic because at some point you're going to have to cut them off. And why not cut them off now and have them buy that other lot. And then you can both be successful and the whole 47th and Mission can be successful.

MR. KRSNICH: And we've talked about this a lot. And there is two reasons. One, because we have a parking lease in place with Taco Republic. Those revenues cover about 70 percent, I believe of our total monthly expenditure. It also put us in the position we can spend money on the renderings. And quite frankly, well, on the renderings and, you know, a lot of these activities. You know, legal bills, consulting bills and everything like that. Why Taco Republic doesn't buy -- so, the answer number one is money. We have a parking lease in place, an enforceable parking lease. Why Taco Republic doesn't buy the parking lot two neighbors down, I don't know. I haven't talked to Taco Republic about that. I assume that their answer would be is because we have an enforceable parking lease in place. The third question is, well, you're going to have to cut them off at some point. I've said this lots of different times as

well. I'm not planning on every cutting them off. We hope to have a destination restaurant corridor on the site, you know, between Rainbow and Mission where, you know, somebody could go to Joe's Kansas City grab some food, go across the street for a beer, vice versa. So, I think the best thing that could possibly happen for this area called, you know, let's just call it the 47th and Mission Overlay District, is if you had a lot of walkability. And once that happens and once everybody is collaborating together, I just can't imagine, quote, unquote, cutting them off or, you know, starting to tow cars or whatever. That's just not what we're looking at. And then the final thing is, and this has been in all the plans, the new diagram, the study that Eldorado did, it increased our parking count by like 73 percent or something I believe, so we do have a lot more parking spots coming.

MS. FAST: I just have one more question. There is no way you can provide them with all that parking and for you to meet our codes to have enough parking for you unless you buy houses nearby like Bartz's that increase your parking. The way this lot is there's no feasible way, unless you're going to do a parking garage. I mean, I'm glad you're wanting to do it all, but there's not --

MR. KRSNICH: The City of Kansas City, Kansas has required an additional I believe 11 or 12 spots within a certain amount of feet. The diagram that we do, or the diagram that Eldorado did had an excess of I believe 15 or 16 spots. So, with the 12 additional needed for them to meet code and for us to meet code, we still have access. And that's in the diagram entitled GAO, G-A-O.

MAYOR MARQUARDT: Just a clarification on that. With that lot, I think Taco Republic has 24 and then 12 on our lot with, or, yeah, 24 on theirs, 12 on ours. That means the size of theirs requires 36. And so if we had 12 out of ours, we're down to like 24 ourselves.

MR. KRSNICH: No.

MAYOR MARQUARDT: Would that put our restaurant about a third smaller than Taco Republic?

MR. KRSNICH: No. The new rendering I believe has 55 parking --

UNIDENTIFIED SPEAKER: Sixty-something.

MR. KRSNICH: Over 60 spots.

MAYOR MARQUARDT: Okay. Just wanted to clarify.

MR. KRSNICH: And that's again on the GAO rendering, G-A-O.

MAYOR MARQUARDT: Okay. Thank you. Thank you. Ms. McNeil.

(Off Record Talking)

MAYOR MARQUARDT: It's in the neighborhood of 50. Ms. McNeil.

MS. MCNEIL: While we're on the parking, Taco Republic has got to work and try to find a solution to their problem. Our citizens are coming forward saying they can't park on their streets, they can barely get to their driveways on Mission Road. There's a parking problem. And if they only need 12 spaces to meet their code, then I don't understand why you need 34. And I just don't know. They've got to work and try to do something to solve the issue because it's not fair to put everything on Roeland Park and let us be the parking center for the whole area.

MR. KRSNICH: And the reason why we need the Special Use Permit approved is so that we can improve parking. And so we're not going to be the parking center to your point. Most of the people that I hear from echo what Jeff Bartz says, which is that there's been improvements. The City of Roeland Park put up no parking signs along the

street at Canterbury, so I understand what you're saying, Commissioner, but there is, you know, it's obviously mixed reviews.

MS. McNEIL: Well, I was at the Planning Commission meeting and there were five people, residents that live around there that complained about the not being --

MR. KRSNICH: The people that you brought?

MS. McNEIL: I didn't bring anybody. I showed up. They sat by me --

MR. KRSNICH: Okay.

MS. McNEIL: -- because they know me. I'm their friend. I promise you I didn't call a living soul to show up. Now, you had the Bartz, so there were two, and then one of your other friends that spoke in favor of it. But the other people that came here that are residents are very unhappy about the parking situation. I'm not trying to get angry, but you just won't understand. Our residents need to have access to their parking areas. Taco Republic --

MR. KRSNICH: So, what would you recommend I guess?

MS. McNEIL: I would recommend let's cut -- I would be in favor of cutting your parking down to 12 for Taco Republic. Force them to move and make some change. Buy the lot that's for sale. Do something where they're showing that there's a little bit of movement forward. It's not our responsibility to use our citizens' areas and our tax dollars and your time to support Taco Republic. It's just not.

MR. KRSNICH: That is a recipe for one of two things. Absolutely no movement, period, on our side, or what I believe will be a fast food restaurant. And I know I've said that a lot of times. But that right there I believe there's a 90 percent chance that one of those two things would happen. That's not why we bought the site. That's definitely what a mid and long-term goal for the people I talk to in Roeland Park, Westwood, the Overlay District, that's not at all what they want. And again, what I believe we need is for people to want to invest in those good quality restaurants. We want Taco Republic to be very, very successful, all of the restaurants in the area. Again, because no customer goes saying, hey, I want to eat tonight in Kansas City, Kansas or Roeland Park. That's our discussions. That's what we always have. The consumer doesn't think like that. They want to go to a fun, vibrant corridor, then we'll decide when we get there.

MAYOR MARQUARDT: Ms. Fast.

MS. FAST: I guess I just wanted to let you know that Roeland Park, our average home value is 135,000. And that's really demeaning to me when you say about fast food restaurant. A lot of our citizens, myself, I ate at McDonald's tonight. And it's just degrading like the way you say it, like, oh, fast food restaurant because, you know, for Roeland Park. It's so Mission Hills and Lawrence-like. I mean, many of our residents would be fine, happy with a fast food restaurant. And just the way you say it I feel like you're putting us down in Roeland Park. And I'm tired of hearing that.

MR. KRSNICH: Okay. Because what I was told by the City of Roeland Park and the Commissioners is that you guys don't want the fast food. Is that not the case? And in terms of Mission Hills and Lawrence, I mean, obviously these are -- I don't know how Lawrence would be roped into this, but let's just talk about Mission Hills.

MS. FAST: I'm just saying a lot of people in our community eat at fast food.

MR. KRSNICH: Okay. Okay. But what I -- to think that --

MS. FAST: So, to say that is, you know, like to use it like this, well, I'm going to put fast food in unless you do what I want, a lot of residents wouldn't think that was bad in this community.

MR. KRSNICH: But the feedback that I've received from almost everybody until now is that you just have enough of it and that you want something that's original, you know, a gateway into your neighborhood that you're proud of. And with all due respect, I don't know many communities that are proud of their local McDonald's. I think that there is lots of -- I think that they're proud of Joe's Kansas City. I think they're proud of Taco Republic, but I don't understand where -- I don't understand that one.

MAYOR MARQUARDT: Thank you. Mr. Kellerman.

MR. KELLERMAN: Tony, please understand, I mean, obviously we want to compromise with you on this.

MR. KRSNICH: Uh-huh.

MR. KELLERMAN: But you mentioned earlier, you mentioned the ems, documents that you can put us in touch with, I'd like to see those.

MR. KRSNICH: Sure.

MR. KELLERMAN: The other thing, too, is you mentioned, you know, you don't have the money to clear a site. But obviously a cleared site is a clean site and is obviously more appealing. I mean, look at Gateway for instance. We've heard from a number residents that as it is, it's an eyesore. That it looks like -- I've heard numerous residents say it looks like a tornado has gone through it. We obviously, you know, like I said earlier, we want to compromise with you, but we also need to be aware of our City's aesthetics. The Planning Commission, you know, you mentioned the Planning Commission and how they voted. But remember, it was a split vote. And then the letter of intent, I believe, I don't foresee that as being a solid contract. I'd like to see a legal binding contract with signatures from both parties. I'd like to go forward with recommendations that came out of deliberations mentioned by Councilmember Poppa. And also it would not be a bad idea to conduct a traffic study. You mentioned walkability. Well, that is a very -- right now there is a lot of foot traffic. So, a traffic study would not be out of the question. A resident earlier mentioned two signs for, you know, a sign that says posted on both sides commercial use to be developed. And, you know, a level site would have to be completed regardless of whether it's now or later. And, you know, the talk of fast food restaurants, well, you know, you listen to an old, I'm sorry, but you did listen to an older council at that time too that mentioned we don't really want -- that was a council, that's what I'm trying to get at. This is a new council here. And we're not saying, oh, yes, bring in fast food restaurants, but realistically, if it did come down to a fast food restaurant, we all know that they have a less turnover rate. And the fact is they generally have more sales tax revenue as well, so.

MAYOR MARQUARDT: Just to clarify, I know we're talking about some elements here, that the contract issue, the letter of intent is not the motion. There are no food trucks in the motion at this point. I don't know if you want to speak to that. There is not traffic study at this point. And the one that's on the table is actually for 18 months versus 12 months and come back. So, in some ways I think it's actually more than what was proposed. But anyway, I just wanted to make sure everyone is talking about the same motion.

MR. KRSNICH: What about 18 months?

MAYOR MARQUARDT: I think this is 12 months at 34 stalls like the existing -- the proposal was. But this is instead of coming back in 12 months, this is another six months for how many stalls?

MS. KELLY: Twelve.

MR. KRSNICH: Twelve. But I still have to show the same letter of intent, correct?

MAYOR MARQUARDT: No. A letter of intent wasn't part of the motion. No. You would get that with the motion that's on the table right now.

MR. KRSNICH: Okay. Ms. Thompson.

MS. THOMPSON: Kind of a little bit of change of direction. You mentioned you have liability insurance, but you -- the City is not a -- is the City an additional insured on that liability?

MR. KRSNICH: No. I've never heard of that on private property. I'll look into it, but I'm a hundred percent open to it, but absolutely not. I don't, in fact, I can say they're definitely not an additional insured at this point.

MS. THOMPSON: Okay.

MAYOR MARQUARDT: Mr. Rhoades.

MR. RHOADES: One thing, just since it was mentioned earlier, about the McDonald's. That's in my ward and I'd like to say I'm proud of it. It's in Ward 2.

MR. KRSNICH: All right.

MR. RHOADES: But with that being said, going to -- there was an initial contract that was in place in 2012 with the previous owner that, you know, keeps getting referred to because it was, and that's sort of what we're going off of. I guess what deal, I mean, and I don't know if this is even, I guess I'd have to ask Neil about this. But you referenced that you have, you know, 70 percent of your income is helping you carry -- you're carrying costs and that type of thing.

MR. KRSNICH: Approximately, yeah.

MR. RHOADES: Whatever. That's fine. But we don't know -- like in the first contract it states that Taco Republic will be responsible for trash removal. Because I mean that could be a problem with, you know, with food trucks there. I mean, so who is going, I mean, or is our City going to be responsible?

MR. KRSNICH: Well, no, it's private property. We're responsible for the removal of the trash.

MR. RHOADES: Okay. I mean, it had mentioned landscaping. It did mention, you know, or actually at the time it was called Big Papi Taco. But Big Papi Taco was responsible for trees that were to be put in on the, I think it was -- I can't remember what corner, and the trimming of other trees that I think have since been removed. But there are things in that. I don't know. I guess we just don't -- we're not privy to your agreement, so we don't know what, you know.

MR. KRSNICH: Just the responsibility is on me.

MR. RHOADES: Okay.

MR. KRSNICH: And, you know, the grass. I don't have any idea what Taco Republic did or didn't do, grass and landscaping, but we're just going in and adding more. And even to the point where, you know, this fill dirt idea, which, you know, I think we could be a good one if we could, you know, avoid, you know, get the grass growing without torrential rain. I think it would probably stick.

MR. RHOADES: Yeah. I think that could be a solution for both, I mean, maybe both parties could be comfortable with. I mean, I think I would.

MR. KRSNICH: And again, if this food truck idea and access to the slabs for this is causing people, you know, a lot of heartache, I'm a hundred percent willing to pull the entire food truck concept. And I've stated that I believe at every meeting.

MR. RHOADES: I mean for me I would like to see it go till, I mean, if possible, I mean, if you want to pull it, pull it. That's fine. That would be your decision. But I would be --

MR. KRSNICH: No, I don't want to.

MR. RHOADES: I would be comfortable having them until --

MR. KRSNICH: I don't want to. I'm just trying to compromise anywhere I can. I can't compromise on pulling up all of these slabs and thousands and thousands of cost when I've done everything that I was asked to do in the permit according to local law and governance. But something like free fill dirt, a hundred percent open to it. The food truck, if it's a problem for people, I'm willing to pull it. I'm just caring -- what I care about right now is the dollars and cents and I care about getting ready to move onto the next step which is the re-platting and full site rezoning so that I can go out and properly market to a restaurateur and not get the same feedback that I've had, well, up until today, which has been let me know when we know that everything is taken care of. Let me know when we're confident that there's a restaurant opportunity. And I did e-mail Administrator Pentz the letter of intent. Again, the details can't be shared, but I'm not sure if you can confirm that you did receive a letter of intent.

MAYOR MARQUARDT: All right. Before we go on, just to be clear, at this point the motion on the table is to remove the slabs. It doesn't talk about free dirt or not, it's to have dirt and grass. So, just so the Council knows it's not to cover up the slabs at this point. That's not been an amendment, it is to remove at this point. So, Ms. Kelly, then Mr. Kellerman after that. Ms. Kelly.

MS. KELLY: So, as a whole our City has signed off on walkability and developing sense of place with our citizens, Strategic Plan adoption with Community for All Ages, so we're all on board with that. As far as this bringing in fill dirt, without the plat in front of me and this is -- I wouldn't need to be, because I've very visual, need to be there to look at where you're wanting to bring soil in, and knowing the weather pattern we're in, now is not an ideal time to do that. It would be fall. You would need to have the silt barriers to keep anything from running off. So, I would -- if we were to look at that as an alternative to pulling the slabs, there would be some -- not just throwing the dirt and some seed out there, there would be some specific landscape guidelines that I would want in place because I do have a landscape background and I know that throwing it out there on a slab is not going to be a good fix unless there is some other things put in place as well. I would also, from an environmental standpoint, like to know where the source of this fill dirt or soil would be coming from because there may be appropriate or not appropriate fill. So, as far as that goes I think that that for me could be a logical swap. But I think we would have to put some real guidelines on that, so that it isn't -- so that it's handled in a way that's aesthetically pleasing and more semi-permanent.

MAYOR MARQUARDT: Just as part of that you might at that point use sod or something maybe around the perimeter.

MS. KELLY: Oh, that was the second thing. So, thank you. But using sod instead of seed would solve a lot of that problem.

MAYOR MARQUARDT: Or maybe just the permitter or something. Who was first? Ms. Fast.

MS. FAST: Could we do a thumbs up on the fill dirt and then do just, you know, a straw poll then on if we want to keep in the removal of the asphalt and cement? I mean --

MAYOR MARQUARDT: Would you like to make an amendment to the motion?

MS. FAST: I guess, well, I am not for the fill dirt. I would make amendment to remove that item, that asphalt, that condition.

MAYOR MARQUARDT: Okay. That's not part of the motion now, so you don't have to.

MS. FAST: I know. Yes. Well, I was just asking for a straw poll where everybody is on the fill dirt first of all. I'm thumbs down on fill dirt.

MAYOR MARQUARDT: Does anyone want to make a motion to add the fill dirt over the slabs? Ms. Kelly.

MS. KELLY: May I just have a point of clarification? The motion includes the site clean-up. So, that would be removing the concrete and all that. So, the motion does include that.

MS. FAST: Yeah.

MAYOR MARQUARDT: Removal of the slabs and asphalt, that's not included in the parking and access to the parking. Ms. McNeil, you were next I thought, no?

MS. McNEIL: I was just going to say if you put fill dirt over the top of the slabs are you going to raise everything up to the highest level of the slabs? And if so, that's a lot of dirt that someone is going to have to remove and then remove the slabs before they can even build.

MR. KRSNICH: Yeah. And that's kind of the whole point of the conversation. When you're doing a million plus dollar construction job, you can afford to have the machines that are already there remove a little bit more dirt just like we can absorb the cost of taking the concrete out at that time. But unfortunately because we aren't, if the construction loan closed, that's why we can't afford to take out the slabs. You wouldn't even know the slabs are there. They would be covered up with fill dirt and seeded. It would be a nice grassy park-like area.

MS. McNEIL: And you would have to raise it up to the highest level then, so you're going to have a big hill there?

MR. KRSNICH: Yeah. I mean, that was actually in the e-mail, the recommendation to have little berms, interesting landscape areas. Just like at a house.

MAYOR MARQUARDT: Yeah. And I'm just going off the fact if no one feels strong enough to make an amendment to the motion, there's no point in discussing if no one feels that strong. So, is there further discussion? We have a motion and a second. Further discussion, Mr. Rhoades?

MR. RHOADES: Well, I would just like to, I mean, if it's not acceptable to remove the slabs and accepted to have -- to cover them up, I don't see how that's not a, I mean, I would think that would be an acceptable if it is --

MR. KRSNICH: Another option --

MR. RHOADES: I mean --

MR. KRSNICH: Another option would be for us to donate the slab portion of the property to the City of Roeland Park. Have the City of Roeland Park remove the slabs, do whatever they want to, sell us back to us for a dollar when we're ready to commence construction and I guess we could reimburse for the cost of the slab removal.

(Inaudible; talking over one another)

MR. KRSNICH: I'm just trying to figure out how we could, and by the way, it sounds funny. That's what we did in Lawrence with a parking lot. But, you know, if it's that big of a sticking point, I would be willing to donate the slabs. Have the City of Roeland Park remove the slabs, you know, put in a park, whatever, and then here in, you know, 4½ - 5 months rip it all out, and I guess reimburse you for the value of the slab. I know that sounds ridiculous, but I'm willing to consider something like that as well.

MAYOR MARQUARDT: Actually I think he spoke last, so, Mr. Kellerman.

MR. KELLERMAN: So, the motion is still out there.

MS. FAST: Yeah.

MR. KELLERMAN: So, I'd like to call the question --

MAYOR MARQUARDT: The motion --

MR. KELLERMAN: to vote on that.

MAYOR MARQUARDT: Is there a second?

MR. SHORTLIDGE: Can I ask a question? This talks about 34 parking spaces. There is more than 34 spaces shown on the plan, so I think you ought to identify which spaces you're talking about.

MAYOR MARQUARDT: And if I may clarify, I think 1, 2 and 3 were already taken out, so the 30 -- would you agree, Mr. Krsnich, that 1, 2 and 3 are not in it and the rest -- because there are 37 shown, minus the 3 would be the 34 that we had previously discussed in Council. Is that your understanding of the 34?

MR. KRSNICH: Yes. I don't know if the --

MAYOR MARQUARDT: Do we have the graphic of that previous discussion?

MS. JONES-LACY: Yes. And I'll also clarify that the food truck map didn't include -- that wasn't an illustration of parking. This particular illustration shows the proper parking spaces.

MAYOR MARQUARDT: And we don't currently designate or form the 12 stalls for the six months either, we just say 12 stalls on the site. To our attorney, do you feel we need to designate, or is that a future discussion?

MR. SHORTLIDGE: I think you should designate it so there is no question in the future because otherwise, you're just going to be having another discussion.

MAYOR MARQUARDT: And just so we have this out there, if you have the 12 for the additional six months, are there 12 that you are recommending that the Council consider per their discussion?

MR. KRSNICH: But the 12 doesn't work for our plan now, so I don't -- I'm not sure if it's even applicable. I guess we're just trying to figure out if this is going to work or not. And if it's not, then that's fine, we'll move on. But when we agree to the plan, again, the application was for a period of two full years giving us the ability to do what we believe needs to be done with our expert team in place. And that night I literally cut in half. So, I've already made all these concessions. I can't go any further and start giving our neighbors, who our business is dependent on, those level of haircuts.

MAYOR MARQUARDT: So, just to clarify, so we don't have a designation of those stalls. I don't know. And then he did not make a recommendation. So, if someone would like to, it's certainly worth discussing. Mr. Rhoades.

MR. RHOADES: All right. I see some of the problem. I mean, you just stated that they're dependent upon that. Is there any, and I know I mentioned this to you at a breakfast, I've mentioned it to a few people, you know, on the Council, just -- but is it possible to have ownership, which is we're, you know, since it's a direct correlation which you're, you know, you're stating it's a direct correlation to Taco Republic's business, to have taxes come out from that business to Roeland Park. I mean, I know it sounds crazy.

MR. KRSNICH: I don't know how we'd do that. We'd have to talk with Kansas City, Kansas and --

MR. RHOADES: Along those lines, do you have another -- because if you're talking a -- and this is what I'm hearing from people. You're talking about, you know, putting a 4,000 square foot restaurant. I don't know if that's changed, if it's gone down to five --

MR. KRSNICH: Yeah. No. It's roughly four.

MR. RHOADES: So, let's use -- for the sake of the argument, 4,000 square foot restaurant. And if there was, I don't remember if there's two ADA, but let's call it 53 parking spaces. In the rendering that you showed us I think it was 53. It could be --

MR. KRSNICH: The new one is actually 63 spaces, but --

MR. RHOADES: Okay. Sixty-four.

MR. KRSNICH: But anyway --

MR. RHOADES: Okay. So, 64.

MR. KRSNICH: Between 55 and 65.

MR. RHOADES: Okay. So, if they're relying upon 35 over on the Roeland Park side and they already have, I don't know, 20 over there or whatever it is, 21 over there. How is a 4,000 square foot restaurant on this side going to be able to even exist with only 20 spots or 30 spots? If that's all --

MR. KRSNICH: Because we're --

MR. RHOADES: Because there's not enough spots for everything.

MR. KRSNICH: We're exceeding our, I mean, Joe's Kansas City, I mean, obviously has a big parking problem. I think parking problems in these types of situations once, you know, everybody is up and running are good. If we're too busy, then, you know, I don't think that that's a bad thing. Keep in mind the new parking diagram completely seals off Canterbury. But I think we're, especially at 64, we might be exceeding Roeland Park's code by 20 parking spots roughly depending on where the site lays out. So, you know, I mean, we're adding a bunch of spots. If it's really, really nice out and everybody in Brookside and Fairway and Mission Hills wants to come to the corridor, then, yeah, no, we're going to have parking overflow. We have parking overflow right now depending on the day at some of the restaurants in the neighborhood. So, I don't see it as a bad thing. I think if we have that we have a lot more good than bad. But to answer your question we have an excess of parking spots even on the lower end of the rendering when comparing the Roeland Park Citgo.

MAYOR MARQUARDT: Just to clarify here. We have Councilmembers who want to talk too. I know people in the audience, we have Planning Commission members and a citizen raising their hand. I can't call on you. If the Council wants to agree to -- if a Councilmember wants to call on, say, a Planning Commission or someone who has special knowledge, I think -- would you like just a thumbs up to have that ability to allow the other Councilmembers to call

on a Planning Commissioner or someone who has special knowledge? Okay. So, that's a go. So, if you would like, please feel free to call. Ms. Kelly.

MS. KELLY: So, you asked for a specific recommendation of 12 spaces. I recommend 4, 5, 6, 14, 15, 16, 17, 18, 19, 20, 21 and 22. Is that the correct number?

MAYOR MARQUARDT: Yes. So, I'm just going to show them on the plan here just for ease. So, it's these three and all of these back. Those are the 12 minus the 7.

MS. THOMPSON: That's 13.

MS. KELLY: Oh, is that 13?

MAYOR MARQUARDT: I think it's 12. Well, minus the 7. You didn't say 7.

MS. KELLY: Minus Number 7. I did not say Number 7.

MAYOR MARQUARDT: So, it would be 12.

MS. FAST: Have we agreed on the 34?

MAYOR MARQUARDT: That's the motion on the table. So, if you want to amend, I think you'd make a motion to amend.

MS. KELLY: No.

MAYOR MARQUARDT: But anyway, so you're just designating the 12 for the extension, right?

MS. KELLY: For after the year.

MAYOR MARQUARDT: For the six months.

MS. KELLY: For after the year.

MAYOR MARQUARDT: So, Month 13 through 18.

MS. KELLY: So, 34 and then you asked for the recommendation so we could assign the 12 for the second part.

MAYOR MARQUARDT: So, you're making a motion to amend --

MS. KELLY: No. Yes.

MAYOR MARQUARDT: -- to include that designation.

MS. KELLY: To include that designation.

MAYOR MARQUARDT: Is there a second?

MS. FAST: Second.

MAYOR MARQUARDT: So, it was moved by Ms. Kelly, seconded by Ms. Fast. Is there any discussion on that motion to amend? Ms. Fast?

MS. FAST: On the -- I would take off 1, 2 and 3, so we didn't designate.

MAYOR MARQUARDT: Yeah. They're all off except for the ones she showed, the 12 she --

MS. FAST: But the 12 -- the previous 34 we didn't designate the spaces.

MS. KELLY: They're already in place according to what we --

MS. FAST: It says 37 on the food truck map.

MAYOR MARQUARDT: Well, the one that's on the graphic up now, the 1, 2 and 3 in the white boxes are blocked off. And the 1, 2, 3 in the back are --

MS. FAST: Okay.

MR. KRSNICH: This diagram is like from 11 meetings ago.

MS. FAST: Okay. Okay.

MAYOR MARQUARDT: Yeah. But that's where we are up till today. Ms. McNeil, I think you were next.

MS. McNEIL: Kyle Rogler.

MAYOR MARQUARDT: Well, did we -- I think we have a second. Sorry.

MS. McNEIL: Kyle Rogler, are you ready to speak? You had your hand up.

MR. ROGLER: Yes.

MS. McNEIL: All right.

MAYOR MARQUARDT: And to clarify, Kyle Rogler is on our Planning Commission.

MS. McNEIL: Yes.

MR. ROGLER: So, I wanted to clarify very quickly about the parking. So, whether or not Taco Republic has 50 stalls, this has 34, someone else has 78, whatever, in the 47th and Mission Overlay parking there is a provision. If you go to Section F of the 47th and Mission, Commercial Site Design, Section 3. There is a provision for shared parking. And as long as there is a written agreement for the joint use of parking facilities shall be executed by the properties, approved by the City and recorded by Johnson County recommendation, let's see if I can find it. But there is provisions in there that say, you know, as his earlier comment that, you know, he's not going to take away Taco Republic's parking. There is provisions in there that says if there is 12 spots in Taco Republic's parking that his wants to use, we can have that provision in there. And I know there is one provision about on-street parking. I believe that's 300 feet from an entrance. And I believe the shared parking is 700 feet per entrance. So, just wanted to clarify on that point that if we're getting hung up on, oh, well, you know, you need to take away parking from them - - as part of walkability generally, too, Kansas City, Missouri has been looking at what they called shared parking districts. And so it is an agreement among businesses in the area. So, one example is if Taco Republic signed an agreement with the Walmart parking site, said, all right, after Walmart once you have kind of, you know, your operations have kind of slowed down after 5 p.m., we have an agreement with you now that we can use 25-50 percent of your parking. Just wanted to let the Council know about that so we're not hung up on the minutiae of, you know, is he taking away spots from Taco Republic or likewise. That's it.

MAYOR MARQUARDT: All right. Ms. McNeil, did you have any further --

MS. MCNEIL: I was going to see if Mike Hickey on the Planning Commission wanted to speak.

MR. HICKEY: One of the other --

MAYOR MARQUARDT: Can someone bring him a microphone, please, or would you be able to go up there.

MS. FAST: We don't have a portable mic.

MAYOR MARQUARDT: We don't have a mobile mic up here?

MS. FAST: I brought it up before.

MR. RHOADES: He's loud enough.

MAYOR MARQUARDT: All right. Go ahead.

MR. HICKEY: One of the other provisions is that only 50 percent of the site can be parking.

MAYOR MARQUARDT: One of the provisions of?

MS. FAST: Of the 47th and Mission.

MR. HICKEY: Of the 47th and Mission Overlay District. And however many square foot are there only half can be parking.

MAYOR MARQUARDT: Including the access drives?

MR. HICKEY: Right.

MAYOR MARQUARDT: And do you know what, just as a clarification, is there a green space requirement, or is there not?

MR. HICKEY: Yes. There is a green space requirement.

MR. RHOADES: There is.

MAYOR MARQUARDT: Okay.

MR. HICKEY: I don't have it with me. Kyle has got it.

MAYOR MARQUARDT: All right.

MR. HICKEY: But there is a green space requirement.

MAYOR MARQUARDT: So, just to clarify for the person taking the notes that Mr. Hickey is saying that the 47th and Mission Overlay District requires no more than 50 percent of the area of a lot -- within the boundaries of the lot to be parking, may be parking up to that amount.

MR. HICKEY: Right.

MAYOR MARQUARDT: All right. Is there further discussion? Ms. Fast.

MS. FAST: Can we reiterate the points of the motion that we have agreement on.

MAYOR MARQUARDT: As it stands.

MS. McNEIL: Yes.

MS. FAST: And then go to the one we don't. Because I think that there is several that we have agreement on.

MAYOR MARQUARDT: So, Mr. Poppa. Do you mind summarizing to your best --

MS. FAST: The ones that we have agreement on first.

MR. POPPA: The ones we have agreement on?

MS. FAST: Yeah.

MR. POPPA: All right. So, we're summarizing the ones that we have -- I'm not sure what we have agreement on. I'm sorry. Do we have agreement on -- because that's the only thing we have agreement on right now is the 12 months and 6 months, correct?

MAYOR MARQUARDT: So, 34 stalls for 12 months, and additional after that 6 months for 12 stalls, and then not after that.

MR. POPPA: Right.

MAYOR MARQUARDT: Okay.

MR. POPPA: We didn't come to an agreement on leveling the slabs versus --

MAYOR MARQUARDT: Removal of the slabs versus covering.

MR. POPPA: Removal of the slabs versus covering the slabs.

MAYOR MARQUARDT: But in either case, in that discussion there would be grass.

MR. POPPA: That would be within the first 12 months.

MAYOR MARQUARDT: And haven't discussed trees or shrubs or anything, it's just --

MR. POPPA: Exactly.

MAYOR MARQUARDT: Okay.

MR. POPPA: And we did come -- we did have agreement that we wanted to have the City be named as an additional insured.

MAYOR MARQUARDT: And then you said \$2 million is still --

MR. POPPA: For two million. That's still in agreement.

MAYOR MARQUARDT: So, the only thing from what you said is the green space. Ms. Fast, would you like to start that discussion on that green space?

MS. FAST: Okay. Are you talking green space meaning the leveling and grading the land?

MAYOR MARQUARDT: Right. Would the requirement -- I think the two elements on the table are removal of the concrete and asphalt and related material and put back grass surface in those locations, other than the parking that's required and access to it. Either that, so you take out the concrete slabs, or you put dirt, free or not, you put dirt on top of it and have grass at a minimum growing over the top up to the parking areas. So, I think those are the two things that we haven't flushed out.

MS. FAST: I guess I haven't heard other people. I said my perspective. I think it would be a mess putting dirt on top of it. That's where I'm at on that. And so I just don't think in-fill of dirt solves their problem at all. To me the leveling, pulling it out, leveling and grading it would make it look like the Gateway is now. But I don't know the filling in.

MAYOR MARQUARDT: Would you all like --

MS. FAST: I don't know. I guess I need more direction. To me both -- it just seems like it's going to be a mud mess because of all that parking and that dirt with all the rain.

MAYOR MARQUARDT: Sorry to keep going down the line, but can we go ahead and get a comment from each Councilmember on the greenspace and landscaping.

MR. KRSNICH: I have a question.

MAYOR MARQUARDT: Yes, Mr. Krsnich.

MR. KRSNICH: How would the muddy mess be avoided if we took out the slabs and put it back in?

MS. FAST: That's where I think either way, that's why I don't know.

MR. KRSNICH: I know. So, let's keep the slabs and tear them out here in five or six months once we have, you know, a million-plus dollar construction loan.

MAYOR MARQUARDT: So, Ms. Fast, you don't have a recommendation on any of those three I guess you'd say, slabs --

MS. FAST: I guess I -- so, like tell me more. You're moving me along. What's this six months then?

MR. KRSNICH: Well, you know, I mean, if, you know, this comes together like it could, you know, or October of '16, that would be when this company wants to open. In order to meet that deadline, you know, depending on if they have a local general contractor, depending on how long it takes for them to get their designs done, to get through all of these meetings, 47th and Mission meetings, whatever. But, you know, we might be breaking ground in six to eight months, five to nine months. You know, who knows how long it takes.

MAYOR MARQUARDT: So, I don't want to speak for you. So, would you propose that a third option to the two green space is you would have the site under contract and you would have construction drawings in place and you would rather not be adding site work when you know you have pending site work. So, is that -- are you saying that?

MR. KRSNICH: That's what I've been saying for every meeting, yes, Mr. Mayor.

MAYOR MARQUARDT: So, to have a contract for construction in place.

MR. KRSNICH: We don't have a contract.

MAYOR MARQUARDT: But after 12 months, instead of doing the site work, you would have a contract with a restaurant or food business that we're talking about, and that would help you not have to do that work if it's imminent anyway. I'm just trying to cage this third option that you're talking about. Would you say that having a contract for that -- a contract would --

MR. KRSNICH: I believe a letter of intent was what the Planning Commission agreed upon, but absolutely.

MAYOR MARQUARDT: Okay. So, what you're saying is a letter of intent, and we've heard a couple of options, or a letter of intent, a contract with a group. So, those are the two, let's say an A and B to that third option. So, Ms. Fast, do you have a recommendation for those three options now or 3-A and 3-B version? Do you have a feeling yet or no?

MS. FAST: I'll let another Councilor articulate better than me.

MAYOR MARQUARDT: Ms. McNeil.

MS. McNEIL: I would even be willing to go six months with a contract, not a letter of intent because I don't think letter of intents are worth that.

MR. KRSNICH: What's the different between a letter of intent and a contract from a financial standpoint?

MS. McNEIL: I would want a contract where these folks are signing that, yes, we're going to put our restaurant here. We are going to, not just we propose we will.

MR. KRSNICH: But a contract can be broken. Obviously they're in a due diligence period just like --

MS. McNEIL: But a letter of intent to me is just --

MAYOR MARQUARDT: I might ask our attorney a clarifying question. For a contract, we're all talking when there's obviously -- contracts can come in endless amount of forms. Do you have a thought as our attorney to say what kind of contract that would be? A contract for sale of the property? Is there another way you could cage this so that we could know, have some way to, and maybe you want to think about that while we all speak. But do you have a thought on what a contract would be or how to define it verbally for this discussion?

MR. SHORTLIDGE: Well, it depends upon what you're after. If you're wanting them to have a contract with somebody to build a restaurant on the site, then you can state that. There are going to be all kinds of contingencies and everything in the contract. You can't spell out all the terms.

MAYOR MARQUARDT: But anyway, and as I understand, Ms. Krsnich, you are talking about a contract to sell the property.

MR. KRSNICH: If a contract gets the deal done, sure. A contract and a letter of intent are worth the exact same thing. So, to --

MAYOR MARQUARDT: But to you a contract is a contract for sale of the property to someone else who is going to actually --

MR. KRSNICH: We're not selling the property. We're not selling the property.

MAYOR MARQUARDT: Because you're not putting the restaurant on you've said. You're going to find the right user.

MR. KRSNICH: We're not selling. We're going to be the landlord.

MAYOR MARQUARDT: Oh, you are going to own. Okay. I'm sorry, I didn't quite get that.

MR. KRSNICH: We're not flipping this property. That's why I've gone to all this. Or else I would have sold it last week.

MAYOR MARQUARDT: All right. Ms. McNeil, did you have a recommendation, or -- you could guess do an either/or.

MS. McNEIL: Six months. And if there's nothing really truly firm, not just maybe, sort of, kind of, then we go back to the -- before the 12 months is up, it's got to be cleaned or covered or something. It just can't sit there looking like that for that long.

MAYOR MARQUARDT: So, some kind of official contract, more than --

MS. McNEIL: Either something firm or --

MAYOR MARQUARDT: We still don't have it defined, but more than a letter of intent.

MS. McNEIL: Yeah. Yeah.

MAYOR MARQUARDT: We'll figure out how we define that in a minute. Mr. Rhoades.

MR. RHOADES: I don't know. I just think that -- I don't know that it makes -- I'll wait till Tony is done there.

MAYOR MARQUARDT: Okay. Mr. Rhoades.

MR. RHOADES: Tony, does it make a difference?

MR. KRSNICH: No. If we want to call it a contract, we can call it a contract.

MR. RHOADES: Okay.

MAYOR MARQUARDT: So, do you have a recommendation, Mr. Rhoades?

MR. RHOADES: Well, I don't know if we're going -- I mean, I'm trying to get some clarification on Committee Member McNeil. Are you suggesting that he has to give us proof in six months that he's got a contract? Because right now we're talking about here.

MS. McNEIL: Either that or do something -- yeah. Either that or do something with the lot within the year. It's just - I don't --

MR. RHOADES: Well, to me I don't know that it makes sense because I think we already told him a year, so --

MS. McNEIL: Okay. Then a year with it being cleaned up.

MR. RHOADES: But we would say, I mean, what your suggestion is he has to tell us in six months, but he doesn't have to clean it up till a year, right?

MS. McNEIL: If he had something firm in six months, then we could forego having it cleared off because it would be cleared off before the year is up anyway.

MR. RHOADES: Yeah.

MS. McNEIL: If someone has, I mean, first, yes, we're putting up a restaurant, we're starting to dig three days from now.

MR. RHOADES: Well, what if that restaurant said we're going to start construction in nine months? Then it would maybe be three months over, what would happen then? I'm just trying to give you pros and cons. I mean --

MR. KRSNICH: Which is what would happen probably.

MAYOR MARQUARDT: So, Mr. Rhoades, did you have any -- a thought on it?

MR. RHOADES: No, I don't. I'm just trying to figure something out.

MAYOR MARQUARDT: All right. Mr. Kellerman.

MR. KELLERMAN: Well, I'd like to go back to our original motion.

MS. McNEIL: Yeah.

MR. KELLERMAN: And I done a call to question earlier on that as well, so I don't know if it's necessary to go down the line.

MR. SHORTLIDGE: Well, right now you have an amendment on the floor. So, you have to vote on the amendment first before you can get to the main motion.

MAYOR MARQUARDT: We have an amended version that states that the 12 additional stalls are, where they are. But that's the only amendment I believe that we have on that.

MR. SHORTLIDGE: That's the amendment on the floor.

MAYOR MARQUARDT: So, I think we started a process. I mean, it would make sense at least. And you can call the question, but it makes at least to hear.

MS. FAST: Yeah. Let's --

MR. KELLERMAN: You want to hear my opinion again? Okay. I'd like to go with what we originally agreed with, and that is allow Tony these spots for another 12 months. But within those 12 months to have a cleared level site. And it doesn't need to be concrete. It can be gravel.

MR. KRSNICH: Within the second 12 months?

MR. KELLERMAN: No, within the first. Within those first 12 months.

MAYOR MARQUARDT: By the end of the 12 months.

MR. KELLERMAN: By the end of the 12 months.

MAYOR MARQUARDT: Twelve months.

MR. KRSNICH: And what --

MR. KELLERMAN: It does not need to be concrete. I mean --

MR. KRSNICH: No, I know. But again, then we're back to the mud pit that Commissioner Fast and I both know --

MR. KELLERMAN: I'm not understanding mud pit when there's gravel there.

MR. KRSNICH: Well, if you pull -- gravel?

MR. KELLERMAN: I'm looking at what Gateway has done.

MR. KRSNICH: Okay. So, let's, and I'm just making up numbers here. But let's say it's \$20,000 to do this. Okay. If, you know, 12 months from now the bank still says no on the \$20,000, what happens to me at the end of 12 months?

MR. KELLERMAN: I think we have to go back to either probably the original 12 spots that was granted to you.

MR. KRSNICH: Granted --

MAYOR MARQUARDT: For six months.

MR. KELLERMAN: Yeah. For six months, yeah.

MR. KRSNICH: Okay.

MAYOR MARQUARDT: Are you asking a question, or were you -- you've given your opinion.

MR. KELLERMAN: I've given mine, yeah.

MAYOR MARQUARDT: So, Ms. Thompson.

MS. THOMPSON: Well, I think that we were giving our opinions on the slab versus the thin-fill is what the question was.

MAYOR MARQUARDT: Right. Right.

MS. THOMPSON: And I don't see a great big deal of difference if you want to fill it in with dirt and put grass on top, I would be okay with that. I don't think everybody else is, so I'm also okay with removing the slab and having that initial requirement, the initial where we started.

MAYOR MARQUARDT: Ms. Kelly.

MR. KRSNICH: Commissioner Kelly, what -- can I ask a question?

MAYOR MARQUARDT: Would you let her --

MS. KELLY: May I go first?

MR. KRSNICH: Sure. Sorry. Please. Yeah.

MS. KELLY: Thank you.

MAYOR MARQUARDT: And let's just finish down the line first, please.

MR. KRSNICH: Yeah.

MS. KELLY: So, we're supposed to be deciding whether we like fill dirt or slabs, correct? In an ideal world I would say slab removal because I think that's a permanent solution and it would be done. Thinking from a place of compromise, if there was an agreeable way to do this, because I've seen things, agriculture related things where soil and mulch and that has been brought in in large quantities over large square footage to grow food on blacktop. And it's been successful, but it has to be correctly. You can't just dump it there and throw seed on it. So, I would be willing to go there, but I would want to see what that plan would like. So, my stipulation with that, that there would have to be a plan for that.

MAYOR MARQUARDT: A mutually agreed upon plan for that.

MS. KELLY: Yes. Yes.

MAYOR MARQUARDT: If he wants to fill dirt over the slab.

MS. KELLY: So, I would be willing to work with that because I have seen it done and done successfully when it's done correctly.

MAYOR MARQUARDT: Mr. Poppa.

MR. POPPA: I agree. For the sake of compromise, if it's done correctly and we do have a mutually agreed upon plan, because I can't say for sure without knowing exactly what that looks like for the fill-in, or for the in-fill. But as it states right now, as the motion states right now, the removal of the slabs may not have to happen if this deal comes through. So, you have up to the first 12 months. It's 12 months. At the end of 12 months the slab has to be removed, or the site needs to be remediated in some way. It needs to be mitigated a little bit more. But for the sake of compromise, I would say in-fill if the plan was mutually agreed upon and it was something that looked better than what it looked now.

MAYOR MARQUARDT: Would the Council mind if I weighed in on this? I think -- it seems to me it's adding a little more cost that really isn't necessary for the purpose that we are looking for to put the dirt over the top. If it can be a mutually agreed upon way, and we're getting to grass that's going to be mowed, I think it could actually look like nice. So, I personally would endorse that. Thank you for that opportunity. Ms. McNeil.

MS. McNEIL: I just wanted to make sure. You said after the 12 months it would have to be cleared. It has to be cleared before the 12 months?

MR. POPPA: Right. Within the 12 months.

MS. McNEIL: Or built up or whatever.

MR. POPPA: But, you know, if the deal came through --

MS. McNEIL: Yeah.

MR. POPPA: -- then it wouldn't have to be done at all.

MS. KELLY: It would be a moot point.

MR. POPPA: It would be a moot point.

MS. McNEIL: Sure.

MAYOR MARQUARDT: And right now the motion is clear, taking the slabs and asphalt off that's not associated with the parking. So, the other one is not part of the motion yet. Mr. Rhoades.

MR. RHOADES: I would, if it was acceptable, I would be fine with the dirt on top of it. That would make it look fine.

MR. KRSNICH: I mean, if it's not an issue, I'm with Commissioner Fast. I'd rather leave the slabs, take them out on or before the end of 12 months and not run the risk of having a big mud pit. And the question that I was going to ask, well, anyway, I would rather leave the slabs and just --

MR. RHOADES: Put the dirt on top of it. That's what everyone is talking about. Is that what you mean?

MR. KRSNICH: Well, no. I mean, if I have to take the slabs out within 12 months, I personally think it could be a mud pit if we put the dirt over the top of it. I've never done it before. I guess it can be done. That was at the recommendation of a Planning Commissioner. I would rather just agree to keep the slabs intact, keep them clean and have them removed before the end of 12 months.

MR. RHOADES: So, that would be --

MS. FAST: That would be like the original.

MS. KELLY: The original motion.

MAYOR MARQUARDT: So, it's back to the original, yeah.

MS. KELLY: It's back to the original motion.

(Inaudible; talking over one another)

MAYOR MARQUARDT: Of that element. Okay.

MS. McNEIL: I need clarification.

MAYOR MARQUARDT: So, you would -- yes. So, you would remove the slabs and bring it back to grass?

MR. KRSNICH: Because at the end of 12 months they're going to make me take up all the dirt and dig up the slabs anyway, so why go to the extra effort?

MAYOR MARQUARDT: When you say they'll make me, who are you saying?

MR. KRSNICH: You.

MAYOR MARQUARDT: Well, the question is to leave the slabs and put -- what people have been talking about is leave the slabs and to put a reasonable mix on top of it so that you could leave them in place tentatively.

MR. KRSNICH: Above and beyond 12 months?

MAYOR MARQUARDT: Yeah. So, the 12 to 18, or whatever, you would have dirt and grass on top of that that would look nice. It's not a mud pit. I don't know why we're talking about a mud pit. If you have mud, you can figure out a way to grow grass. So, I don't understand all the discussion about mud pits.

MR. KRSNICH: Okay. All right.

MAYOR MARQUARDT: So, anyway, at this point would you -- are you saying that you're okay with that, or you would rather us to go back --

MR. KRSNICH: Yeah. If I don't have to remove the slabs for a longer period of time, then, yeah, I'll figure out how to grow grass there.

MAYOR MARQUARDT: Mr. Rhoades.

MR. RHOADES: Well, I also would, you know, I agree with the whole, you know, we're saying, oh, it needs to go down to 12. But just me looking at this, and I know I probably would have to get consent of everyone else, but I would make it 21. If you're going to try to get him to 12, you know, just try to work with him a little bit more, for maybe a certain, for six months. Then after that, or for three months or for four months. And then for two more months, then you can drop to 12 or something before you go to zero. But it just makes sense to me if you have the interior parking, if you're trying to get -- remove parking, remove the street parking, keeping the interior for six months, or three months, or however long the Council decides, but just give him a little bit more. I mean, give him a little bit more.

MAYOR MARQUARDT: Mr. Kellerman.

MR. KELLERMAN: Tony, since the dirt fill-in has never been done before as you mentioned, I mean, you know, we keep hearing mud pit, but with the torrential rains that we've just had, if it is all dirt there and there's no grass growing, you know, who is going to upkeep that. But I also foresee somewhat of a mud slide, too. I could foresee a lot of that dirt over Mission Road and 47th Street as well. So, especially if this has never been before.

MR. KRSNICH: Well, I've never done it before.

MR. KELLERMAN: Right.

MR. KRSNICH: The Planning Commissioner has done it before. I just personally don't have any experience with it. But I could -- depending on the timing and, yeah, I'm not sure if there would be a mudslide or not.

MR. KELLERMAN: And I also wonder if it's done professionally as well, I mean, it would have to be done professionally so there is no mud slides. Is there more money tied up in that in doing it that way as opposed to just tearing out the slabs?

MR. KRSNICH: I don't know what, and I'm not trying to be sarcastic. I don't know what would be professional in nature about putting dirt down on this concrete. I believe we could figure it out. We'd consult and talk to experts. But no, the whole point of this is we don't have the money to spend because we closed the permit. We did everything that we were asked to do per the permit and it's been closed. So, that's why we don't have any monies left over. We definitely don't have the money left over to remove the slab. We might have money left over to bring in, quote, unquote, free fill dirt and put grass on top of it. But that's even above and beyond. So, I don't know what professional nature, what all would need to be done. I have no idea, but I can definitely look into it with our landscaping contractor.

MAYOR MARQUARDT: Thank you, Mr. Krsnich. Ms. Kelly.

MS. KELLY: I'm sorry. You didn't get to ask me the question that you had earlier, or is it a moot point?

MR. KRSNICH: It's a moot point.

MS. KELLY: And I have a couple of things. I want to clarify where we are motion-wise.

MR. SHORTLIDGE: We've got an amendment on the floor to specify the 12 parking spaces for the six months.

MS. FAST: Let's call the question on that.

MS. KELLY: I'd like to call the question on the amendment about the parking spaces.

MS. FAST: Second.

MS. KELLY: Can we have a vote on --

MAYOR MARQUARDT: All right. It's moved and seconded. This is -- I'm sorry. Yeah, I should have followed up on that. So, this is a vote on the amendment of the designated 12 spots for the motion.

MR. SHORTLIDGE: Which I have as spots 4 through 6, and 14 through 22.

MAYOR MARQUARDT: Right. So, does everyone understand the motion to amend? Mr. Rhoades.

MR. RHOADES: If you're using this map there's multiple 4s, there's multiple 6s, there's multiple --

MAYOR MARQUARDT: That's a good point. I think the contiguous 4, 5, 6, and then the contiguous 14 through 22 that are back to back.

MS. KELLY: In the red squares.

MAYOR MARQUARDT: Yes. Light background, red squares. Does that help?

MR. RHOADES: [Inaudible]

MAYOR MARQUARDT: Yeah. No, that's good. It's good to be clear. All right. So, we have a call to question. All those in favor of the motion to amend designating those 12 stalls, please raise your hand. All right. So, that has passed. 7-0.

MOTION: COUNCILMEMBER KELLY MOVED, COUNCILMEMBER FAST SECONDED, TO AMEND THE MOTION DESIGNATING TWELVE(12) PARKING STALLS AS SPOTS FOUR, FIVE, SIX, FOURTEEN, FIFTEEN, SIXTEEN, SEVENTEEN, EIGHTEEN, NINETEEN, TWENTY, TWENTY-ONE, AND TWENTY-TWO. (MOTION PASSES 7-0)

MAYOR MARQUARDT: All right. So, we have a motion on the table for the agreement. Is there any further discussion? Ms. McNeil.

MS. MCNEIL: It sounds like we need to decide whether or not going to take out, removing the slabs, or whether we're going to leave that in.

MAYOR MARQUARDT: Well, no one has made a motion to amend yet. So, we don't have it on the table. As it stands, we don't have that option.

MS. McNEIL: Okay.

MAYOR MARQUARDT: Or that option is not available yet. Mr. Rhoades.

MR. RHOADES: Clarification. I mean, are we just doing one specific amendment to the --

MAYOR MARQUARDT: That amendment was just for the graphic of the 12 stalls.

MR. RHOADES: Yes.

MAYOR MARQUARDT: And no one has made a motion about this option we've been talking about for a little while here of dirt and grass over the existing slabs in place left there. So, Ms. Kelly.

MS. KELLY: I'd like to get clear on what we have on the table now. So, we have the site clean-up that has to be done in 12 months, 34 parking spaces up till that 12 months, 12 spaces, which we've just designated for the next six months, and the general liability for \$2 million with the City listed as an additional insured. Is that clear? I'd like to call the question.

MR. SHORTLIDGE: I think the site clean-up though, as originally proposed in the motion was the removal of the slabs --

MS. KELLY: Yes, sir.

MR. SHORTLIDGE: -- and the asphalt not needed for parking or access.

MS. KELLY: Yes, sir.

MAYOR MARQUARDT: So, there is -- yes. So, the original is still to remove the slabs. So, no one has made a motion. And you had just said -- you had made a motion to call the question.

MS. KELLY: I'd like to call the question on the motion as it stands at this time.

MAYOR MARQUARDT: All right. Seeing no second yet, is there a second? Mr. Rhoades, did you have your hand up?

MR. RHOADES: Yeah. I just want to make sure we're trying to be as friendly as we can here. I mean, is this -- is any of this acceptable to you?

MR. KRSNICH: No.

MR. RHOADES: None of it?

MR. KRSNICH: Well, I mean, you guys are going to do what you're going to do. And we just need --

MR. RHOADES: We're trying -- I'm trying --

MR. KRSNICH: I know. But we need to just find a resolve tonight. And if that means I stick a for sale sign in the ground tomorrow morning, then so be it. We've all tried. But like \$2 million in liability insurance for the site, like where did that number come from? Like that is an astronomical number. In terms of liability insurance that's already in place, figuring out what it is, yeah, we'll add the City as an additional insured.

MR. RHOADES: Well, according to the, I mean, just so you know, according to the original agreement for the 12 spots, you actually have to carry a million dollar liability insurance per that agreement if that what's you're using.

MR. KRSNICH: Per the old [inaudible] agreement.

MR. RHOADES: Yeah. That's what you're going off of, right?

MR. KRSNICH: The former agreement with the former owner?

MR. RHOADES: So, you don't have that? That agreement is in not in place with you?

MR. KRSNICH: No, that was with the former owners.

MR. RHOADES: Okay. I was under the impression that you had that agreement in place.

MAYOR MARQUARDT: May I just clarify that with our attorney. That runs with the property, that former agreement with the million dollars insurance requirement that he's alluding? I've not -- I'm not stating that's what it is.

MR. SHORTLIDGE: Well, I believe it says it's binding on successors.

MAYOR MARQUARDT: So, technically, you believe if that was in place before, it's still in place now if that's the case?

MR. SHORTLIDGE: It says binding on successors.

MAYOR MARQUARDT: Okay.

MR. KRSNICH: We renegotiated the lease. That lease was I believe technically a shared parking agreement, is that correct?

MR. SHORTLIDGE: Uh-huh.

MR. KRSNICH: There is no longer a shared parking situation.

MR. RHOADES: Oh, so that's null and void then?

MR. KRSNICH: That's correct.

MR. RHOADES: That contract. Okay.

MAYOR MARQUARDT: Okay. So, is there -- all right. So, do you have any further comment? There was a motion to call the question. There was no second. So, do you have further comment?

MR. RHOADES: No. I just want to make sure. I just want to have a mutually beneficial agreement for everyone involved. I mean, I know we haven't even discussed, I mean, we initially talked about potential for, I don't know if we want to call it port-a-potties, but for restroom facilities for, you know, so other businesses in the area, you know, hurt by when there are food trucks that are on the site. And then I would like to see, I mean, are you opposed to having the trucks there till ten o'clock at night?

MR. KRSNICH: Now, we would be creating a parking problem.

MAYOR MARQUARDT: There are no food trucks in the motion as it stands.

MS. FAST: Yeah.

MAYOR MARQUARDT: But, you know, that's kind of -- I see all sizes. But if we had them there at night, then we would a hundred percent be creating a problem for the neighbors. Not every single Friday night. But when it's nice out, you'd have people, I mean, you'd have people lined up around the block. So, and I think that's, well, that's why I scaled back and came up with the idea of just doing breakfast. Then, okay, we'd actually like to see more activity. So, I don't think that that would be going in the right direction from a parking standpoint personally.

MR. RHOADES: We'll put them at the cave site.

MR. KRSNICH: That would be a great spot.

MAYOR MARQUARDT: I think we had Ms. McNeil, then Ms. Fast. Ms. McNeil, you started to raise your hand or was that a --

MS. McNEIL: No.

MAYOR MARQUARDT: Ms. Fast.

MS. FAST: I would like to amend the motion from two million to one million and to be accommodating to you with the City as a -- not a partner, as a --

MS. THOMPSON: Additional.

MS. FAST: Yeah.

MR. POPPA: Additional. Second.

MS. THOMPSON: I second.

MS. KELLY: Everyone likes that one.

MAYOR MARQUARDT: All right. So, it was moved by Ms. Fast, seconded by --

MS. BOHON: Thompson.

MAYOR MARQUARDT: -- Councilmember Kelly.

MS. KELLY: Thompson.

MAYOR MARQUARDT: Councilmember Thompson. So, with that, is there any discussion on that amendment? All right. So, all those in favor.

COUNCILMEMBERS: Aye.

MAYOR MARQUARDT: Opposed no? All right. So, motion on the amendment to the motion passes.

MOTION: COUNCILMEMBER FAST MOVED, COUNCILMEMBER THOMPSON SECONDED, TO AMEND THE MOTION LOWERING THE LIABILITY INSURANCE TO ONE MILLION DOLLARS WITH THE CITY OF ROELAND PARK NAMED AS THE ADDITIONAL INSURED. MOTION PASSES 7-0).

MAYOR MARQUARDT: Further discussion? Oh, Mr. Poppa.

MR. POPPA: Well, you said food trucks weren't in there. Were we wanting to put that verbiage back in? When I made the motion I kind of assumed the Special Use Permit had to do with the -- it was for the food trucks to be on site with the additional parking, so I just kind of assumed that was in that motion.

MR. KRSNICH: It does. The food tent -- food truck is in the Special Use Permit?

MR. ROGLER: Yes. As amended by the Planning Commission.

MAYOR MARQUARDT: Are you making a motion for that amendment?

MR. POPPA: I would like to.

MAYOR MARQUARDT: So, to go back to the hours stated in the previous food truck language?

MR. POPPA: Yeah. For the food truck language to be inserted into this amendment.

MAYOR MARQUARDT: Put back in the amendment. All right. Is there a second?

MS. FAST: Second.

MAYOR MARQUARDT: All right. So, the food truck was moved and seconded. Does staff feel good with putting the language in? Is it clear enough?

MR. SHORTLIDGE: Well, I think what he's suggesting is that the Conditions 2, 3, and 4 that are in the ordinance would remain.

MS. KELLY: Yes.

MR. SHORTLIDGE: Condition 1 has been eliminated, and you've got 34 spaces for 12 months, the 12 designated spaces for the six months, and then going down to zero. You've got site clean up to include removal of concrete and asphalt not needed for parking and access. And then you've got the two conditions relating to, or I guess it would be one condition relating to insurance.

MR. POPPA: Thank you.

MAYOR MARQUARDT: So, the food truck language was moved by Mr. Poppa, seconded by Ms. Fast. Is there discussion, Ms. Fast?

MS. FAST: Just to be clear. Your motion, Mr. Poppa, was adding 3, 4 and 5 on our action form, right? It says no more than three food trucks. Food trucks are limited to 7 a.m. to 2 p.m. and food trucks cannot park overnight, is that correct?

MR. POPPA: Yes. Three, four and five on the action form and numbers two, three and four in the ordinance.

MAYOR MARQUARDT: And to be clear would those be also in the locations shown on the previous map, that is, I guess that had the 37 stalls that we disagreed with and then put back the 34 stalls. But those were with the food trucks lined up on 47th Street, is that true, Mr. Krsnich?

MR. KRSNICH: Yes.

MAYOR MARQUARDT: Okay. So, Ms. McNeil. Before I do that, does the maker and the second understand that? Was that your intent to put them there or did you have another location?

MR. POPPA: Where the Planning Commission had recommended.

MS. FAST: Designated.

MAYOR MARQUARDT: So, the mover and the seconder agree with that graphic of where the food trucks are located. Ms. McNeil.

MS. McNEIL: I just wondered about the port-a-potties. You said that you would have them for the day of the event. If you've got food trucks there every day, do you want them parked there permanently while your food trucks are in operation till you get a restaurant there? Would that be --

MR. KRSNICH: Yeah. We'd have to figure that out. What I said was we had food trucks at our food truck locations for days of big events, or for days of events.

MS. McNEIL: You said you'd had port-a-potties for the day of the event when you've had food truck things.

MR. KRSNICH: We have had food trucks for events. Port-a-potties for food truck events.

MS. McNEIL: So, if these aren't specific food truck events, they're just food trucks there until you get a restaurant deal --

MR. KRSNICH: Uh-huh.

MS. McNEIL: -- then would you have a port-a-potty there permanently?

MR. KRSNICH: We don't have any intent of having port-a-potties there permanently specifically if there is, you know, just one truck there for a few hours. It would be a waste of money. We could let the market dictate it and if we start getting complaints from neighboring restaurants, then we could address it at that time. Or again, we always have the right to just pull the plug on the food trucks in general.

MAYOR MARQUARDT: Are you making a -- you haven't made a motion yet to amend this.

MS. McNEIL: No. The food truck thing, I think Tony is really kind of -- are you -- am I reading you right that you just really don't give a hoot whether you've got the food trucks there or not? It's not a big important part of it.

MR. KRSNICH: I think from a vibrancy standpoint, it would bring a lot of activity to the area. Every day that goes by the area is doing just fine on its own. So, you know, if it's going to cause a problem for the City of Roeland Park or our neighbors, I'd be willing to compromise and remove the food trucks altogether. I believe I've said that nearly at every meeting.

MAYOR MARQUARDT: Ms. Fast.

MS. FAST: What I agreed to in the second wasn't that you had to do it. That is if you choose to do it.

MR. KRSNICH: Yeah.

MS. FAST: And so we're not saying you have to do it.

MR. KRSNICH: I appreciate that. My question earlier was, and I believe that with the previous owner the 12 parking spots was approved by the City Council and granted the land, is that correct?

MR. SHORTLIDGE: The 12 parking spaces was not approved by the City Council. It was approved by Mr. Flickinger.

MR. KRSNICH: Okay. So, a member of Roeland Park. Is that --

MS. FAST: That's the problem.

MR. KRSNICH: Okay. Because I guess my question is, if that's what was agreed to by, at least at the time what was a representative of the City of Roeland Park, then why would we pull the plug on that at 18 months? Because a representative of the City of Roeland Park while Taco Republic was negotiating their business terms and spending the amount of money that they spent, a representative of the City of Roeland Park did approve that. And whether or not it went through the proper channels who knows. But I guess I'm just sitting here thinking if 18 months does go by or there's a big economic downturn or something, now we've got a guy across the street that I think we can all agree does fantastic business. But, you know, he made a business decision and an incredible investment. I would think that the City Council would want to keep at least the 12 spots in place with or without me.

MAYOR MARQUARDT: We're still on --

MR. SHORTLIDGE: Excuse me. Tony, I think a few minutes ago you said that agreement is no longer in effect.

MR. KRSNICH: I did say that. But if a guy was planning on having -- so, if I come in and we work out a new agreement and because I can't find a restaurateur, I'd have a tough time having the guy have absolutely no access to the original 12 spots that he had to get approved before he pulled his building permit I was told in Kansas City, Kansas. I would assume that Alan would at a minimum to keep his door open would need those 12 spots.

MAYOR MARQUARDT: We still have a motion to amend. That hasn't been voted. Is there any more discussion on the motion to amend? There is not included in that motion to amend any requirement for toilets. Is there any further discussion on it as it stands? Seeing none, Ms. McNeil?

MS. McNEIL: It just seems like the food trucks are causing an issue. Could we just do away with the food trucks? Okay. They're a sticking point. That's why I wondered.

MAYOR MARQUARDT: And the sticking point is that there's no toilets.

MS. McNEIL: I guess they could go to Taco Republic.

MAYOR MARQUARDT: And you're saying you wouldn't have toilets there. You wouldn't even want that allowance to have them if the requirement was toilets, correct? While you have the food trucks running.

MR. KRSNICH: Yeah. You know, if during the winter months one food truck guy or gal wants to show up and see if he or she can make a few bucks, I'm not going to pass the price of a port-a-potty off on a small business owner. That wouldn't be right. I'd rather just everybody suffer from the get-go.

MAYOR MARQUARDT: So, Council could make a stipulation as a compromise of if there are two food trucks, then a port-a-potty is required, or three. You know, I mean, there is a way to do that. But not necessarily to anybody's satisfaction, I don't know. Just clarifying. Mr. Rhoades, I believe, and then Mr. Kellerman, then Mr. Poppa. Mr. Rhoades.

MR. RHOADES: Would this work for you, Tony? I mean, I know that if -- just if there are complaints that maybe the Council has can revoke the use of food trucks? I mean, if there are other businesses even if they're in Kansas City, Kansas.

MR. KRSNICH: Legitimate verified complaints, absolutely.

MR. RHOADES: Yeah. It's a legitimate thing that us as a Council can say let's get rid of the food trucks because it's a problem in the area. Or even the Overlay. I would even give it to -- if the Overlay committee, the 47th Street Overlay Committee, since there are members of each jurisdiction, if they decided it didn't work there anymore maybe that would be the solution. And to get rid of it out of our hands and give it to the 47th and Overlay committee.

MAYOR MARQUARDT: Well, just to be clear. When you say legitimate, verified, leaves it -- begs the question as they say as to who it to say it's legitimate and verified and how is that verified. So, I think those are things. And if you're going to say that you'd have to say how and -- so, Mr. Rhoades, do you have a suggestion on that?

MR. RHOADES: I do. I'm just trying to come up with a solution.

MAYOR MARQUARDT: Mr. Kellerman.

MR. KELLERMAN: I just want to reiterate too, though. But you had mentioned numerous times, Tony, that there's no guarantee that food trucks will be.

MR. KRSNICH: That's correct.

MR. KELLERMAN: So, with that being said the motion on the floor right now is to amend to have food trucks. If there's no guarantee to have food trucks, I think we need to make a, you know, call the question right now on that amendment. So, I move --

MAYOR MARQUARDT: All right. And without toilets. So, there has been a -- are you making a motion to call the question --

MR. KELLERMAN: Yes.

MAYOR MARQUARDT: -- on the amendment?

MR. KELLERMAN: Yes.

MS. KELLY: Second.

MR. POPPA: Second.

MAYOR MARQUARDT: So, it was moved by Mr. Kellerman, seconded by Ms. Kelly. All those in favor of the amendment to allow food trucks without toilets say aye.

COUNCILMEMBERS FAST, RHOADES, THOMPSON, KELLERMAN, KELLY: Aye.

MAYOR MARQUARDT: All those opposed, no.

COUNCILMEMBERS POPPA, McNEIL: No.

MAYOR MARQUARDT: Let's just do a show of hands. I think it's 5-2. But anyway, all those in favor of allowing food trucks, please raise your hand. So, five. And all those --

MR. RHOADES: Until two o'clock.

MAYOR MARQUARDT: Until two o'clock, right. As stated previously.

MS. FAST: As stated in the --

MAYOR MARQUARDT: And all those -- and those against, please raise your hand. So, 5-2. So, the amendment has passed.

MOTION: COUNCILMEMBER KELLERMAN MOVED, COUNCILMEMBER KELLY SECONDED, TO AMEND THE MOTION TO PERMIT FOOD TRUCKS TO OPERATE WITHOUT RESTROOM FACILITIES. (MOTION PASSES 5-2)

MAYOR MARQUARDT: Mr. Rhoades.

MR. RHOADES: I'd like to make another amendment stating that if the 47th Overlay committee receives any complaints due to the food trucks is given to the 47th Overlay committee that that group can make a recommendation to the Roeland Park Council and we would not allow food trucks at that time.

MR. KRSNICH: I'm assuming you'd want a remedy period.

MR. RHOADES: Well, you would --

MR. KRSNICH: Like one complaint and you'd pull the plug on the whole deal?

MR. RHOADES: Well, if it's a big complaint.

MR. KRSNICH: There's not a restaurant in town that would be here if you did that.

MR. RHOADES: Okay.

MAYOR MARQUARDT: Well, it hasn't been seconded yet, so. Is there a second? So, no second on the motion to amend. Ms. Fast.

MS. FAST: I mean, we approved this for a year. I mean, the other option would just be to approve the food truck for six months, and then you would have the review period. Is that what you're wanting?

MAYOR MARQUARDT: So, have a separate timeline on the food trucks?

MS. FAST: I mean, I just, you know, if someone -- I go to Oregon all the time and Washington, lived there for years. I mean, food trucks make their business in the evenings. I just do not see that many food trucks in the morning. I mean, that's not the prime time of food trucks. And I just don't see -- I see maybe spring, summer, but I don't see food trucks for a large part of the year. And I mean, because that's -- sent this article around in a magazine they were in. They basically said it's a hard business and most of their business is after one.

MR. KRSNICH: So, then why would you want to cut in half? Why would --

MS. FAST: Well, I'm not. I'm saying I don't want to, but I'm saying is that what Mr. Rhoades wants? I want to go with the year what we have.

MR. KRSNICH: Well, I agree with you. I believe that consistency is very, very important in business in terms of customers, so I agree. I think that, you know, the one full year would probably be pretty important.

MAYOR MARQUARDT: I might make a note that we are after nine o'clock and haven't -- we have six potentially large items left on our agenda tonight. Mr. Poppa.

MR. POPPA: I'd like to call the question on the amendment, on the original.

MAYOR MARQUARDT: One the question. You are calling the question.

MR. POPPA: I'm calling the question.

MAYOR MARQUARDT: And I believe we have no more amendments on the table. So, calling the question is the motion for the SUP as we have amended.

MS. KELLY: Second.

MAYOR MARQUARDT: Moved and seconded by -- moved by Mr. Poppa, seconded by Ms. Kelly. So, I think we should have a roll call for the vote.

MR. SHORTLIDGE: So, the motion --

MS. FAST: Yeah. I want to hear the motion.

MR. SHORTLIDGE: Let me clarify. The motion would be to approve Ordinance Number 915, with the Planning Commission stipulation Number 1 eliminated, and you're substituting a stipulation for 34 parking spaces for 12 months, and then after the 12 months, the 12 designated spaces for the next six months, then there would be site clean up to include removal of concrete and asphalt not needed for parking access, liability insurance in the amount of \$1 million with the City named as an additional insured, then you'd have the three stipulations relating to food trucks that are stated in the Planning Commission recommendation. So, that would be the term of the permit to have those food trucks.

MAYOR MARQUARDT: And the site clean-up and all, you specified that, is due at the end of --

MR. SHORTLIDGE: Within the 12 months.

MAYOR MARQUARDT: -- 12 months.

MR. SHORTLIDGE: Uh-huh.

MAYOR MARQUARDT: And it includes removal of the slabs and miscellaneous asphalt and concreted unrelated to the parking. There is no more discussion because there was a call the question.

MR. RHOADES: Point of clarification.

MAYOR MARQUARDT: Point of clarification, we've had a call to question. Are there points of -- I'm sorry.

MR. SHORTLIDGE: I think you need to vote.

MAYOR MARQUARDT: All right. Would you call the roll, please, Ms. Bohon?

MS. BOHON: Councilmember Fast?

MS. FAST: I'm sorry. So, if I yes, then I support all of those --

MS. McNEIL: All of our stipulations.

MS. FAST: Okay. All the stipulations we've named with the amendments on there and so forth, right?

MR. SHORTLIDGE: Correct.

MS. FAST: As is. Okay. Yes.

MS. BOHON: Councilmember McNeil?

MS. McNEIL: Yes.

MS. BOHON: Councilmember Rhoades?

MR. RHOADES: No, because I wasn't given the opportunity to have my question answered.

MR. SHORTLIDGE: Well, the question was called.

MR. RHOADES: And I wanted clarification, so, no.

MS. BOHON: Councilmember Kellerman?

MR. KELLERMAN: I would agree with this with the exception of food trucks. I really think this is going to get us possibly into some areas that we've never dealt with before, but to compromise with Tony, yes.

MS. BOHON: Councilmember Thompson?

MS. THOMPSON: Yes.

MS. BOHON: Councilmember Kelly?

MS. KELLY: Yes.

MS. BOHON: Councilmember Poppa?

MR. POPPA: Yes.

MS. BOHON: So, 6-1.

MAYOR MARQUARDT: So, 6-1, passes.

MS. KELLY: We needed six.

MR. SHORTLIDGE: That overrides the Planning Commission recommendation.

MAYOR MARQUARDT: All right. Thank you very much. Thank you, Mr. Krsnich.

MR. KRSNICH: Is that it?

MAYOR MARQUARDT: That's it.

MR. KRSNICH: Thank you.

MAYOR MARQUARDT: And thank you for taking time with us today.

MOTION: COUNCILMEMBER POPPA MOVED, COUNCILMEMBER KELLY SECONDED TO APPROVE ORDINANCE NUMBER 915, ELIMINATING PLANNING COMMISSION STIPULATION NUMBER 1 AND SUBSTITUTING COUNCIL STIPULATION FOR 34 PARKING SPACES FOR 12 MONTHS; THEN AFTER THE 12 MONTHS, 12 DESIGNATED SPACES FOR THE NEXT SIX MONTHS WOULD REMAIN; SITE CLEAN UP TO INCLUDE REMOVAL OF CONCRETE AND ASPHALT NOT NEEDED FOR PARKING ACCESS TO BE COMPLETED WITHIN THE INITIAL 12 MONTHS; LIABILITY INSURANCE IN THE AMOUNT OF \$1 MILLION WITH THE CITY OF ROELAND PARK NAMED AS AN ADDITIONAL INSURED; ADDING THE THREE STIPULATIONS PERTAINING TO FOOD TRUCKS IN THE PLANNING COMMISSION RECOMMENDATION. (MOTION PASSES 6-1)

X. REPORTS OF CITY OFFICIALS:

No Reports Given.

XI. ADJOURNMENT

MOTION: CMBR MCNEIL MOVED, CMBR POPPA SECONDED, TO ADJOURN. (MOTION PASSES 7-0).
(Council Meeting Adjourned at 10:50 p.m.)

Joel Marquardt, Mayor

Kelley Bohon, City Clerk

Item Number: Consent Agenda- II.-C.
Committee 10/19/2015
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 9/30/2015
Submitted By: Kelley Bohon
Committee/Department: Admin.
Title: **Committee Appointment and Reappointment**
Item Type: Other

Recommendation:

Committee Appointment and Reappointment Process

1. Staff will send out a list of all appointments to the Governing Body and all appointees whose term is set to expire around the beginning of the fourth quarter.
2. Appointees wishing to be re-appointed shall let their intentions be known to the appropriate appointing authority (ie: Mayor or Governing Body Ward Representatives)
3. Candidates interested in appointment shall complete the interest form found online, as well as submit a current resume to the City Clerk.
4. If an incumbent candidate is not re-appointed they will be notified by the appointing authority before the council meeting at which their replacement will be approved.
5. Once a position has been filled by council action, the new appointee will be contacted by the City Clerk and provided with an orientation packet regarding their service.
6. The contact list will also be sent out whenever an update is made to that document.

Notes:

Timing of appointments: Timing of Appointments are set by ordinance, ie: Parks, Arts, Sustainability are set as a 1 year term; Board of Zoning and Planning Commission have 3 year terms. Schedule of appointment is maintained by the City Clerk's office.

Details:

Board of Zoning Appeals (3 year terms)

Tom Madigan, 5316 W 49th Street (Ward 1) Reappoint

Community Events Committee (Expires 12/31 of each year)

Up to 10, 8 Members - 6 Residents, 2 Council

Tiffany Ringot, 5223 Clark Dr Reappoint

**Community Foundation Advisory Committee (Expires 12/31 of each year)
(2 Year Term)**

Ardie Davis, Citizen at Large Reappoint

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
☐ Tom Madigan	Cover Memo
☐ Ardie Davis	Cover Memo

Committee Volunteer Application

wordpress@roelandpark.net on behalf of

City of Roeland Park-Volunteer Form <kbohon@roelandpark.org>

Mon 9/21/2015 4:38 PM

Inbox

To: Bohon, Kelley <kbohon@roelandpark.org>;

Committee Volunteer Application Form

Email:	
Date:	09/21/2015
Name:	Thomas "Tom" Madigan
Daytime Phone Number:	
Evening Phone Number:	
Address:	5316 W 49th Terrace Roeland Park, Kansas 66205 United States of America
Place of Employment:	Retired
How long have you been a resident of Roeland Park?:	30+ years
How much time do you have to devote per month?:	As much as needed, I am retired.
Briefly describe why you are interested in serving on a Board/Committee for the City of Roeland Park:	One of the many purposes of the Board of Zoning Appeals is to help maintain property values. In my service on the board, I have used this idea as my guideline. I have been a member of Board of Zoning Appeals since 2013 and I am seeking reappointment for another 3-year term. I have never missed a BZA meeting. The BZA only has five members and requires three members present to create a quorum therefore; members should be available as much as possible.
Select which Board or Committees you are interested in serving on: (only one per application):	Board of Zoning Appeals

Additional, comments: (If any):	I attempt to be an involved citizen, I chaired the Citizens Strategic Planning group and attended all meetings, gave a report of finding to the Governing Body and Citizens. I am present for the majority of City Council and Committee of the Whole meetings. At those meetings, I stand and participate in the discussions. I am actively involved with the City of Roeland Park!
File Upload:	
HTML:	

This email was built and sent using [Visual Form Builder](#).

Committee Volunteer Application

wordpress@roelandpark.net on behalf of
City of Roeland Park-Volunteer Form <kbohon@roelandpark.org>

Tue 9/29/2015 7:08 PM

To: Bohon, Kelley <kbohon@roelandpark.org>;

Committee Volunteer Application Form

Email:	
Date:	09/29/2015
Name:	Ardie A. Davis
Daytime Phone Number:	
Evening Phone Number:	
Address:	5206 West 58th Street Roeland Park, Kansas (KS) 66205 United States of America
Place of Employment:	Retired from public service with State of Kansas.
How long have you been a resident of Roeland Park?:	Since 1975
How much time do you have to devote per month?:	4 to 6 hours
Briefly describe why you are interested in serving on a Board/Committee for the City of Roeland Park:	As a citizen and taxpayer committed to doing my share to maintaining and improving the quality of life in our community, I have a responsibility to volunteer for community service. My experience with grant writing, public service in county and state government plus non-profit organizations makes me well suited for the Roeland Park Community Foundation advisory board. I have enjoyed the past year of service and would like to continue.
Select which Board or Committees you are interested in serving on: (only one per	Community Foundation

application):	
Additional, comments: (If any):	
File Upload:	
HTML:	

This email was built and sent using [Visual Form Builder](#).

Item Number: Consent Agenda- II.-D.
Committee 10/19/2015
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 10/2/2015
Submitted By: Jose Leon, Director of Public Works
Committee/Department: Public Works
Title: **2015 Tree Maintenance RFP**
Item Type:

Recommendation:

Staff recommends the COW place the 2015 Tree Maintenance RFP on the October 19th, 2015 Council Agenda.

Details:

Staff has identified tree maintenance needs and prioritized them in each of the City's parks. Staff would like to use a portion of the remaining 2015 Tree Maintenance Budget to have the requested maintenance performed on a variety of locations. The RFP includes the removal of 12 trees and the pruning of 28 trees.

Financial Impact

Amount of Request: \$14,000	
Budgeted Item?	Budgeted Amount: \$53,200
Line Item Code/Description: 5321.106	

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
📎 2015 Tree Maintenance RFP	Cover Memo
📎 2015 Tree Maintenance Overview	Cover Memo

2015 TREE MAINTENANCE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2015, by and between the CITY OF ROELAND PARK, KANSAS, hereinafter referred to as City, and _____, hereinafter referred to as Contractor. It is the intention of the City to use the services of Contractor to provide services for City as outlined in this Agreement.

SECTION I - SCOPE OF WORK

The tree removal services shall consist of the work as set forth in the Scope of Work of the 2015 Tree Maintenance Services (hereinafter, the "Services"), a copy of which is attached hereto and incorporated by reference herein as Exhibit A.

The City asks all bidders to attend a voluntary pre-bid conference at 9:00am on October 30th, 2015 at Roeland Park City Hall. All Bids are due Wednesday, November 4, 2015 at 3:00pm.

SECTION II - COMPENSATION

The City agrees to pay Contractor the total amount of \$ _____ for the Services specified under this Agreement.

City agrees to remit payment for each valid invoice received and approved by the Public Works Director or his/her designee within thirty (30) days of receipt of invoice.

City may request that Contractor perform work beyond, outside of, or in addition to the Scope of Work specified in this Agreement and such work shall be designated "Additional Services." City and Contractor shall negotiate a Scope of Work and compensation for such Additional Services, and the Scope of Work and compensation shall be reflected in a supplemental agreement. The terms and conditions of this Agreement shall apply to any Additional Services provided by the Contractor.

SECTION III – AGREEMENT TERM

The term of this Agreement shall be for 30 days after November 17, 2015. The City reserves the right to adjust the number of tree and stump removals or pruning.

SECTION IV - TERMINATION FOR CONVENIENCE

Notwithstanding the provisions of Section III herein, the City may, at any time, terminate this Agreement in whole or in part for the convenience of the City. City shall give written notice at least thirty (30) days in advance of the termination to Contractor specifying that the Agreement or a designated part thereof shall be terminated and when termination becomes effective. Contractor shall incur no further obligations to the City in connection with the termination of Services. On the date set forth in the written notice, Contractor shall stop Services on behalf of the City to the extent specified and shall invoice the City for Services provided to that date. The City shall compensate the Contractor for all Services satisfactorily completed to date of its receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed.

2015 TREE MAINTENANCE AGREEMENT

SECTION V - TERMINATION FOR CAUSE

If either party is violating any of the conditions of this Agreement, the other party may serve written notice of its intention to terminate the Agreement. Unless within thirty (30) days after the serving of the notice a satisfactory arrangement has been made to remedy the breach, this Agreement shall terminate. The City retains the right to withhold the payment or any portion thereof for damages incurred as a result of Contractor's breach of this Agreement.

SECTION VI - DISPUTE RESOLUTION

City and Contractor agree that disputes relative to this Agreement should first be addressed by good faith negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Contractor shall proceed with the Services as per this Agreement as if no dispute existed; and provided further that no dispute will be submitted to arbitration without the parties' express written consent.

SECTION VII - INDEPENDENT CONTRACTOR

Contractor is an independent contractor and as such neither Contractor nor its personnel are agents or employees of the City.

SECTION VIII – TAXES

Contractor is responsible for payment of any and all federal, state, and local taxes.

SECTION IX - SUBCONTRACTORS

Contractor shall not subcontract portion of the Services to be provided under this Agreement.

SECTION X – INDEMNIFICATION

Contractor agrees to defend, indemnify, and hold harmless the City and its agents and/or employees from any and all claims, settlements, and judgments arising out of Contractor's or any of its agents', servants', employees', or subcontractors' negligent acts, and for failure to act in the performance of this Agreement. Neither acceptance of the completed Services nor payment therefore shall release Contractor of its obligation under this paragraph.

SECTION XI- INSURANCE REQUIREMENTS

(a) General -

The Contractor shall secure and maintain, throughout the duration of this contract, insurance (on an occurrence basis unless otherwise agreed to) of such types and in at least such amounts as required herein. Contractor shall provide certificates of insurance and renewals thereof on forms provided by the City. The City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the Certificate.

2015 TREE MAINTENANCE AGREEMENT

(b) Notice of Claim Reduction of Policy Limits -

The Contractor, upon receipt of notice of any claim in connection with the contract, shall promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability.

The Contractor shall promptly notify the City of any reduction in limits of protection afforded under any policy listed in the Certificate (or otherwise required by the contract) in excess of \$10,000.00, whether or not such impairment came about as a result of this Agreement.

In the event the City shall determine that the Contractor's aggregate limits of protection shall have been impaired or reduced to such extent that the City shall determine such limits inadequate for the balance of the project, the Contractor shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

(c) General Liability -

The Commercial General Liability insurance coverage that is to be provided by Contractor shall comply with appropriate section. Such insurance shall specifically insure the contractual liability assumed by the Contractor under SECTION X of this Agreement.

MINIMUM INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY POLICY

(Complete Certificate "Form B")

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

Policy must include the following conditions:

- a) Broad Form Contractual/Contractually Assumed Liability
- b) Independent Contractors
- c) Broad Form Property Damage

(d) Automobile Liability -

Policy shall protect the Contractor against claims for bodily injury and/or property damage arising from the ownership or use of all owned, hired, and/or non-owned vehicles and must include protection for either:

(A) Any Auto

OR

(B) All Owned Autos;
Hired Autos; and
Non-Owned Autos.

Limits of liability protection required are the SAME as the limits for the Commercial General Liability section. Policy shall insure the contractual liability assumed by the Contractor.

2015 TREE MAINTENANCE AGREEMENT

(e) Workers' Compensation and Employer's Liability -

This insurance shall protect the Contractor against all claims under applicable state Workers' Compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law. The policy shall include liability limits not less than the following:

<u>Workers' Compensation:</u>	Statutory
<u>Employer's Liability:</u>	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

(f) Fidelity Bond -

Vendor agrees to purchase and maintain a fidelity bond for its officers, directors, agents, and employees in an amount not less than \$10,000.

(g) Professional Liability Insurance -

This insurance shall not be required for this agreement.

(f) Industry Ratings -

The City will only accept coverage from an insurance carrier who offers proof that it:

- (1) Is licensed to do business in the State of Kansas;
- (2) Carries a Best's policy holder rating of B+ or better; and
- (3) Carries at least a Class X financial rating.

OR

Is a company mutually agreed upon by the City and Contractor.

(g) Subcontractors' Insurance - If part of the Agreement is to be sublet, Contractor shall either:

*Cover all subcontractors in its insurance policies, or

*Require each subcontractor not so covered to secure insurance which will protect subcontractor against all applicable hazards or risks of loss as and in the minimum amounts designated.

Whichever option is chosen, Contractor shall indemnify and hold harmless the City as to any and all damages, claims, or losses, including attorney's fees, arising out of the acts or omissions of its subcontractors.

2015 TREE MAINTENANCE AGREEMENT

SECTION XII - NON-DISCRIMINATION AND OTHER LAWS

A. The Contractor agrees that:

1. The Contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of Services under the present Agreement because of race, religion, color, sex, disability, national origin, ancestry, age, veteran status, gender identity, and sexual orientation.
2. In all solicitations or advertisements for employees, the Contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission (Commission);
3. If the Contractor fails to comply with the manner in which the Contractor reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Contractor shall be deemed to have breached the present Agreement and it may be cancelled, terminated, or suspended, in whole or in part, by the contracting agency;
4. If the Contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the Contractor shall be deemed to have breached the present Agreement and it may be cancelled, terminated, or suspended, in whole or in part, by the contracting agency; and
5. The Contractor shall include the provisions of subsections (A)(1) through (4) in every sub Agreement or purchase order so that such provisions will be binding upon such subcontractor or vendor.

The provisions of this section shall not apply to a Agreement entered into by a Contractor:

- (a) Who employs fewer than four employees during the term of such contract; or
- (b) Whose contracts with the City cumulatively total \$5,000 or less during the fiscal year of the City.

B. The Contractor further agrees that the Contractor shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision in the Americans With Disabilities Act (42 U.S.C. 1201 et seq.) as well as all federal, state, and local laws, ordinances, and regulations applicable to this project and to furnish any certification required by any federal, state, or local governmental agency in connection therewith.

SECTION XIII - PROHIBITION AGAINST CONTINGENT FEES

Contractor warrants that it has not employed or retained any person, firm, or corporation, other than a bona fide employee working solely for Contractor, to solicit or secure the awarding of this Agreement based upon an arrangement that the person, firm, or corporation would receive any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award of this Agreement. For the breach or violation of the foregoing provision, the City shall have the right to terminate the Agreement without liability and, at its discretion to deduct from the Agreement price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

2015 TREE MAINTENANCE AGREEMENT

SECTION XIV - ASSIGNMENT

Parties hereto agree that neither shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other and further agree that this Agreement binds the parties, their successors, trustees, assignees, and legal representatives.

XV - PRIOR VERBAL OR WRITTEN STATEMENTS NOT BINDING

It is understood and agreed that the written terms and provisions of this Agreement shall supersede all prior verbal and written statements of any and every official and/or other representative of the City and Contractor and such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any way whatsoever, the written Agreement. In the event that the City issues a purchase order, work order, invoice, or similar document relating to services performed, such purchase order or similar document shall be for the City's administrative purposes only and will not supplement, supersede, modify, or affect any of the terms and conditions set forth herein.

SECTION XVI - APPLICABLE LAW, NONWAIVER

This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Kansas. The waiver of or failure to enforce any term or condition of this CONTRACT shall not be construed as a waiver of any other term or condition. If any provision is held to be unenforceable by a court or other tribunal, the enforceability of the other provisions shall not be affected.

SECTION XVII – BUDGET/CASH BASIS LAW

The City is obligated only to make payments under this Agreement as may be lawfully made from funds budgeted and appropriated for the purposes as set forth in this Agreement during the City's current (2015) budget year. In the event the City does not so budget and appropriate the funds, the parties acknowledge and agree that they shall be relieved from all obligations, without penalty, under this Agreement.

TITLE XVIII - SEVERABILITY CLAUSE

Should any provision of this Agreement be determined to be void, invalid, unenforceable, or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

SECTION XIX – ENTIRE CONTRACT

The terms and conditions contained herein including any exhibits, the 2015 Tree Maintenance Services and the Contractor's response to the RFP constitute the entire and exclusive Agreement between the Parties. The 2015 Tree Maintenance Services and the Contractor's response to the RFP are hereby full incorporated by reference and made a part of this CONTRACT. In the event of a conflict between any terms or conditions in this CONTRACT, the RFP or the response to the RFP, the terms and conditions of the Agreement shall take precedence.

2015 TREE MAINTENANCE AGREEMENT

SECTION XX - EXECUTION OF CONTRACT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officials on the day and year first above written.

ATTEST:

CITY OF ROELAND PARK, KANSAS

Kelley Bohon
City Clerk

Joel Marquardt
Mayor

APPROVED AS TO FORM:

Neil Shortlidge
City Attorney

Contractor

President or corporate representative

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

BE IT REMEMBERED that on this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____,

President of _____ a corporation duly organized, incorporated, and existing under and

by virtue of the laws of _____, who are personally known to me to be such officer and who are personally known to me to be the same person who executed as such officer the within instrument on behalf of said Corporation, and such person duly acknowledged the execution of the same to the act and deed of said Corporation.

IN WITNESS WHEREOF, I have here unto subscribed my name and affixed my official seal the day and year last above written.

Notary Public

My Appointment Expires _____

(If the AGREEMENT is not executed by the president of the corporation or general partner of the partnership, please provide documentation which authorizes the signatory to bind the corporation or partnership.)

2015 TREE MAINTENANCE AGREEMENT



2015 TREE MAINTENANCE AGREEMENT



2015 TREE MAINTENANCE AGREEMENT



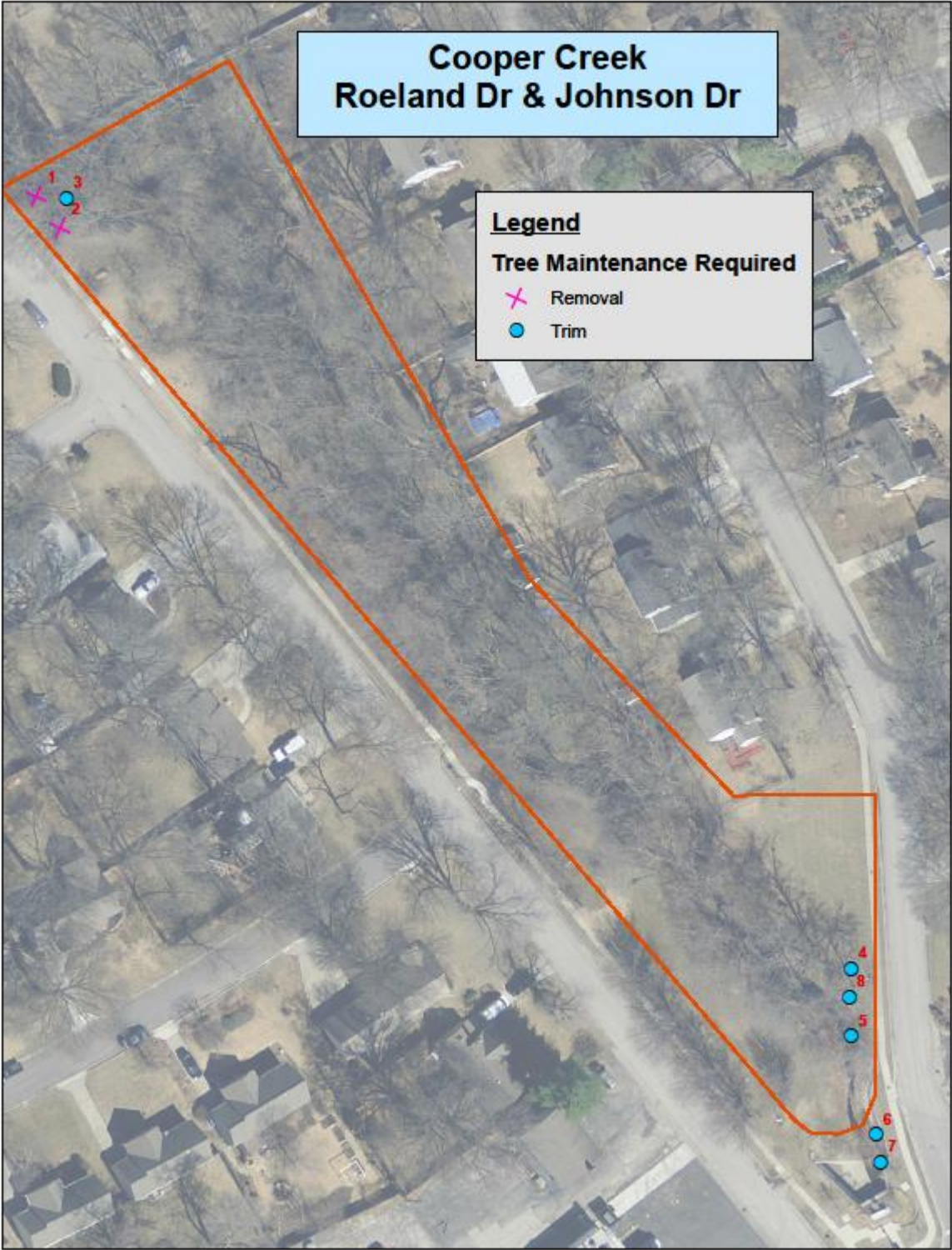
2015 TREE MAINTENANCE AGREEMENT



2015 TREE MAINTENANCE AGREEMENT



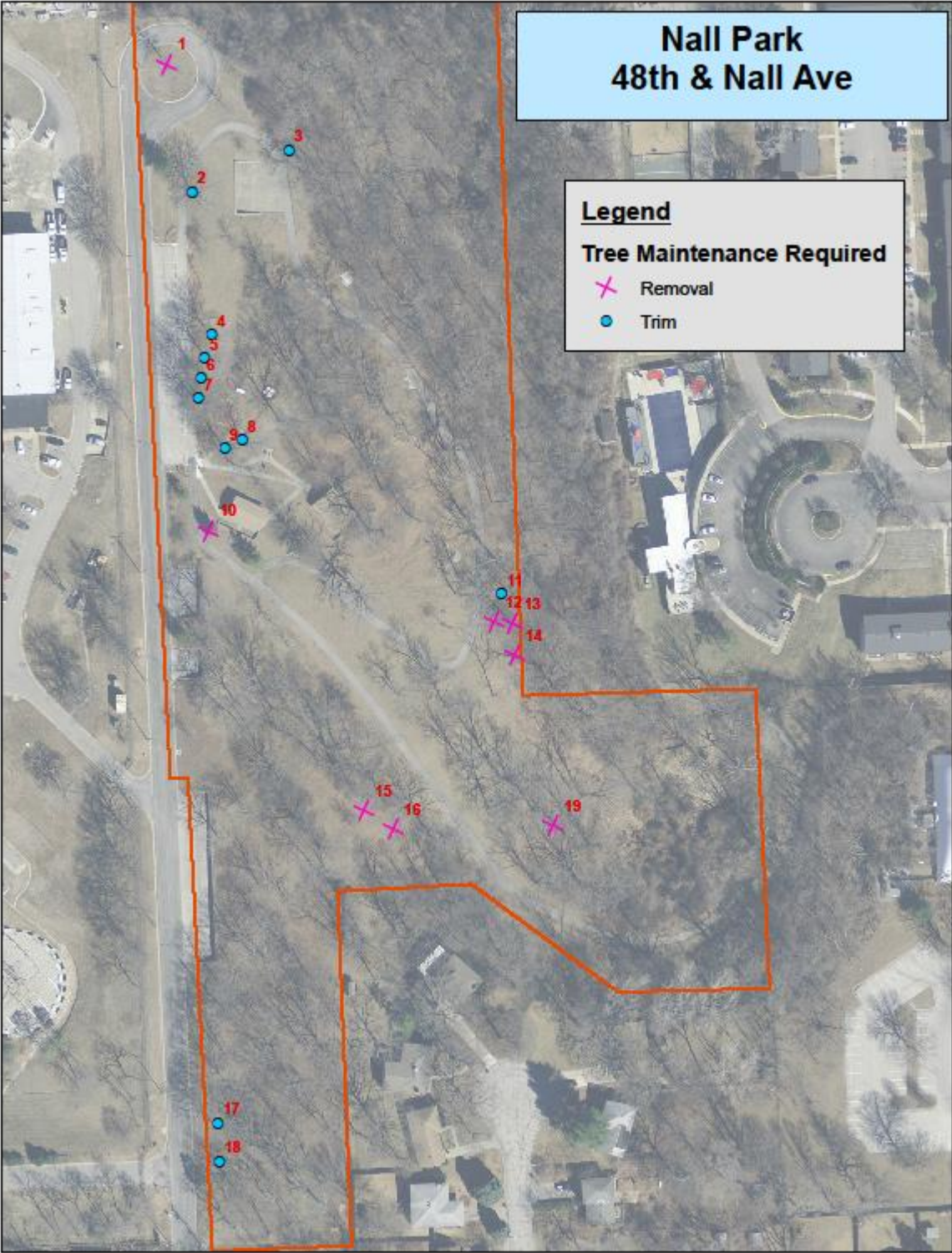
2015 TREE MAINTENANCE AGREEMENT



2015 TREE MAINTENANCE AGREEMENT



2015 TREE MAINTENANCE AGREEMENT



2015 TREE MAINTENANCE AGREEMENT

SCOPE OF WORK (Exhibit A)

1. Scope of work to include removal of 12 (twelve) trees, grinding 11 (eleven) of those stumps as indicated, and the trimming and pruning of 28 (twenty-eight) trees located on maps provided. Attached map locations of these trees are approximate and should be verified with the City Forester.
2. Cost to include complete tree removals, stump grindings, trimming, pruning, hauling, and cleanup of stump grinding and work debris, and filling, grading, and seeding all impacted areas. Access areas to locations will also need to be restored to existing condition or better.
3. Only trees on the attached list and marked on location with a pink X shall be removed. If you have any questions contact the City Forester.
4. Vehicular traffic in the park shall be limited as to not damage existing turf or trail. Traffic measures will need to be taken to close portions of the trail while working, if applicable.
5. Any damages to the irrigation, turf, trails, curb and gutter, sidewalk, hardscape, etc., shall be repaired or replaced at the contractor's expense.
6. All of the stumps and visible roots shall be ground down to a minimum depth of 8 inches below the existing grade.
7. Only stumps found on the attached list will be ground. If questions arise about identification of exact stump or location, Contractor shall seek prior approval from the City Forester.
8. Sidewalks, streets, or other public access areas are to be kept clear at all times. Both lanes of any given street cannot be blocked at the same time. A traffic plan needs to be established and there must not be any negative impact to the roadway. Safety zones must be clearly marked.
9. Contractor shall be required to maintain a safety zone clearly marked by cones, ribbons, or other highly visible devices as determined by the City Forester to prevent pedestrians from walking into or through the work area.
10. All grindings and chips shall be removed and topsoil backfilled within 24 hours of initial grinding. Backfill shall be pulverized or enriched, and raked smooth to match existing grade. Barriers are to be used to prevent anyone from entering an open hole.
11. Fescue seed shall be broadcast over the area at a rate recommended by the manufacturer.
12. Bidders are encouraged to view all or a majority of the trees on the attached list.
13. Contractor will be responsible for arranging utility locates wherever necessary.
14. Questions regarding the services shall be directed to the City Forester or the Director of Public Works at 913.722.5435.
15. All work to be performed by or supervised by (on site) a certified arborist. Proof of certification is required.

2015 TREE MAINTENANCE AGREEMENT

Number	R Park
1	Columnar English Oak, removal including stump
2	Scots Pine, remove big limb over tennis court, raise crown to 16' & even up, remove deadwood
3	Scots Pine, raise crown to 16', removal of all deadwood especially on east side of tree
4	Scots Pine, raise crown to 16' & remove deadwood
Number	NE Cloverleaf
1	Located in north "bowl" of property, remove deadwood and raise crown to 16'
2	Same as #1
3	Tree leaning to south, between neighbor's fence & small ridge, remove deadwood and raise crown to 16'
4	Same as #3
5	Same as #3
Number	City Hall
1	Buckeye tree, remove any deadwood, crossovers, prune any low hangers, and raise crown to 12'
Number	Granada Park
1	Sycamore tree, remove deadwood & crossovers, raise crown to 20'
2	Magnolia tree, (mostly dead) removal including stump
Number	Carpenter Park
1	Pine tree, removal including stump
Number	Cooper Creek
	West of creek
1	Mostly dead Hackberry tree, cut down & remove, no stump grinding (located in creek bed)
2	Same as #1 except grind the stump
3	Siberian Elm, remove any deadwood, clear over roadway & sidewalk to a minimum of 16' and remove any downward limbs (big limb pointing SW) that will create issues in the future
	East of creek
4	Hackberry tree, remove deadwood, future downward growth problems, & raise crown to 16'
5	Shingle Oak, some dead, over sidewalk, Same as #4

2015 TREE MAINTENANCE AGREEMENT

6	Swamp Willow (in creek), 110 trim back all that is over metal fence
7	Same as #6
8	Same as #4
Number	Community Center
1	Bradford Pear, removal including stump
2	Scots Pine, remove deadwood & raise crown to 12'
Number	Nail Park
1	Chinquapin Oak on circular island, removal including stump
2	Burr Oak, remove deadwood & crossovers, & raise crown to 15' --- maintenance pruning
3	Chinquapin Oak, raise crown to 16', remove limbs hanging out over trail and cement pad
4	Chinquapin Oak, raise crown to 16', especially over trail, remove deadwood & crossovers, and soon to be a problem downward facing limbs.
5	Linden, same as #4
6	Shingle Oak, same as #4
7	Shingle Oak, same as #4
8	Remove deadwood, crossovers, & problem downward limbs, raise crown to 16'
9	Walnut, same as #8
10	Pine tree, removal including stump
11	Chinquapin Oak, trim back from trail & downward limbs, raise crown to 16'
12	Mostly dead Chinquapin Oak tree w/multiple leaders (4), removal of all including stump. 1 leg leans into another tree – remove that leaner. Trim “catching” tree & take out deadwood.
13	Another leader from #12
14	Another leader from #12
15	Red Oak, mostly dead @ crest of hill, removal including stump
16	Red Oak, 15' NE of #15, top mostly dead, same as #15
17	Chinquapin Oak, remove deadwood & crossovers, raise crown to a minimum of 16', especially over street, trim out or prune back branches that will quickly become street issues.
18	Chinquapin Oak, same as #17, 50' south
19	Dead tree @ western edge of “bowl”, just into woods, removal including stump

2015 TREE MAINTENANCE AGREEMENT

CITY OF ROELAND PARK, KANSAS

PUBLIC WORKS DEPARTMENT

PROPOSAL

2015 Tree Maintenance

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

The undersigned bidder hereby proposes to furnish all labor, equipment, and material to provide the following services per attached specifications for municipal facilities:

**COST TO THE CITY FOR 12 TREE AND 10 STUMP REMOVALS
and PRUNING 28 TREES: \$_____**

TOTAL COST: \$_____

NOTE: The City reserves the right to adjust the quantities trimmed and/or removed based on the budgeted amount.

1. The undersigned further agrees to begin upon the time schedule stated in the Notice to Proceed, and to complete the work, if this proposal is accepted, within **30** calendar days from start date.

The undersigned also declares that it understands that if not preset by the City, the time to begin construction and to complete the work will be one factor considered in determining the lowest and best responsible bidder.

2. In submitting this proposal, the undersigned declares that it is of lawful age and executed the accompanying proposal on behalf of the bidder therein named, and that it had lawful authority so to do. The undersigned further declares that it has not directly or indirectly entered into any agreement, expressed or implied, with any bidder or bidders, having for its object the controlling of the price or amount of such proposal or any proposals, the limiting of the proposal, the parceling or farming out to any proposer, or other persons, of any part of the Contract or any part of the subject matter of the proposal or proposals or of the profits thereof, and that it has not and will not divulge the sealed proposal to any person whomsoever, except those having a partnership or other financial interest with Contractor in said proposal, until after sealed proposals are opened.
3. The undersigned further declares that it has carefully examined the Instructions to Contractors and other Contract Documents, and that it has inspected the actual locations of the work, together with the local sources of supply, and has satisfied itself as to all conditions and quantities, and understands that in signing this Proposal it waives all right to plead any misunderstanding regarding the same.

2015 TREE MAINTENANCE AGREEMENT

4. The undersigned hereby agrees to furnish the required insurance certificates and execute an Agreement within ten (10) calendar days from and after notice of the award of the Contract, and failure of the bidder to do so shall constitute a default, and the City may thereafter take such steps to protect its legal rights as it deems in its best interest.
5. It is understood that the City will pay in a prompt and timely manner pay estimates when submitted and approved by the City Representative and further approved by the City staff coordinator for the project, all as provided in the Contract Documents.
6. Undersigned acknowledge receipt of the Plans and Specifications for the project including the following addenda (complete) _____.

DATED in _____ this _____ day of _____, 2015.

COMPANY: _____

ADDRESS: _____

BY: _____
(SIGNATURE)

TITLE: _____

TELEPHONE NO: _____



2015 Tree
Maintenance Program
Overview, Needs, and Requests

2015 Ash Tree Removal Project



- 44 Ash Tree's Removed Cost=\$14,499.00
- R Park

2015 Ash Tree Removal Project



● Before



After

2015 Stump Grind Project



- 46 Stumps
 - Roe Blvd, Parks, and Green Spaces
- Cost=\$1,930.00

2015 Tree Planting Project



- 20 Trees
- R Park

Cost=\$6,400.00

Misc Tree Projects



Emergency
Response

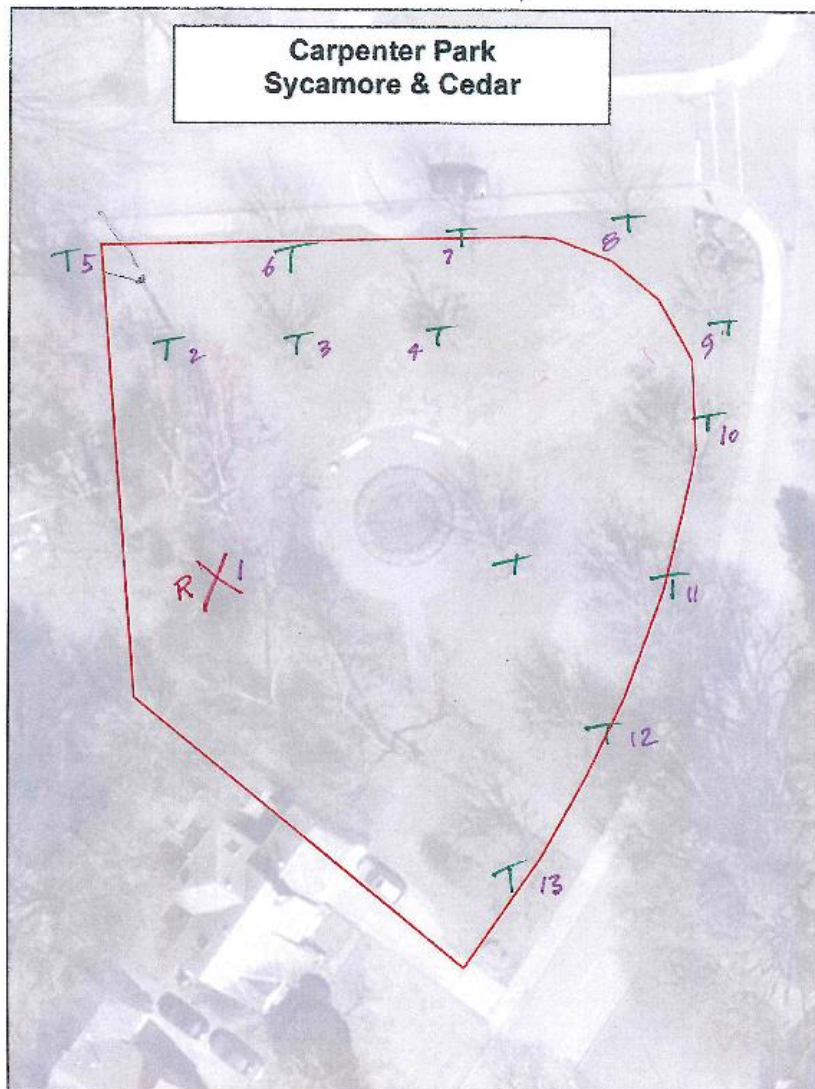


Disease
Control

Storm
Damage



Carpenter Park



Need

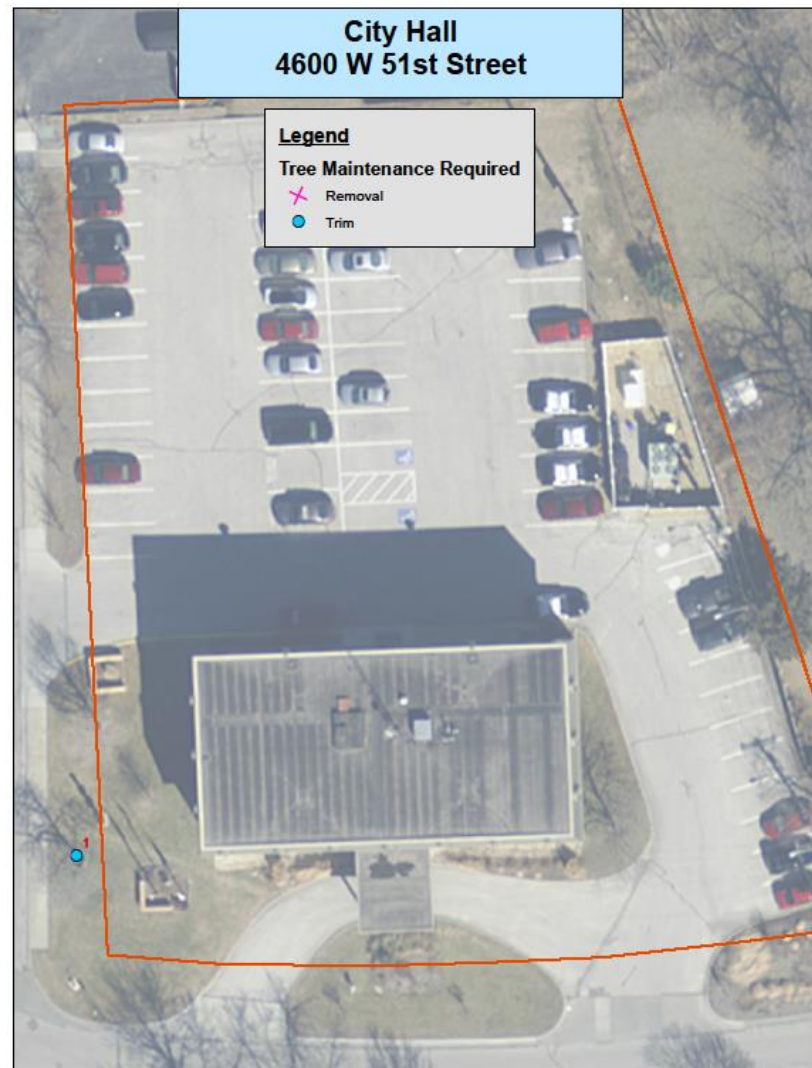


Request

City Hall



Need



Request

Community Center

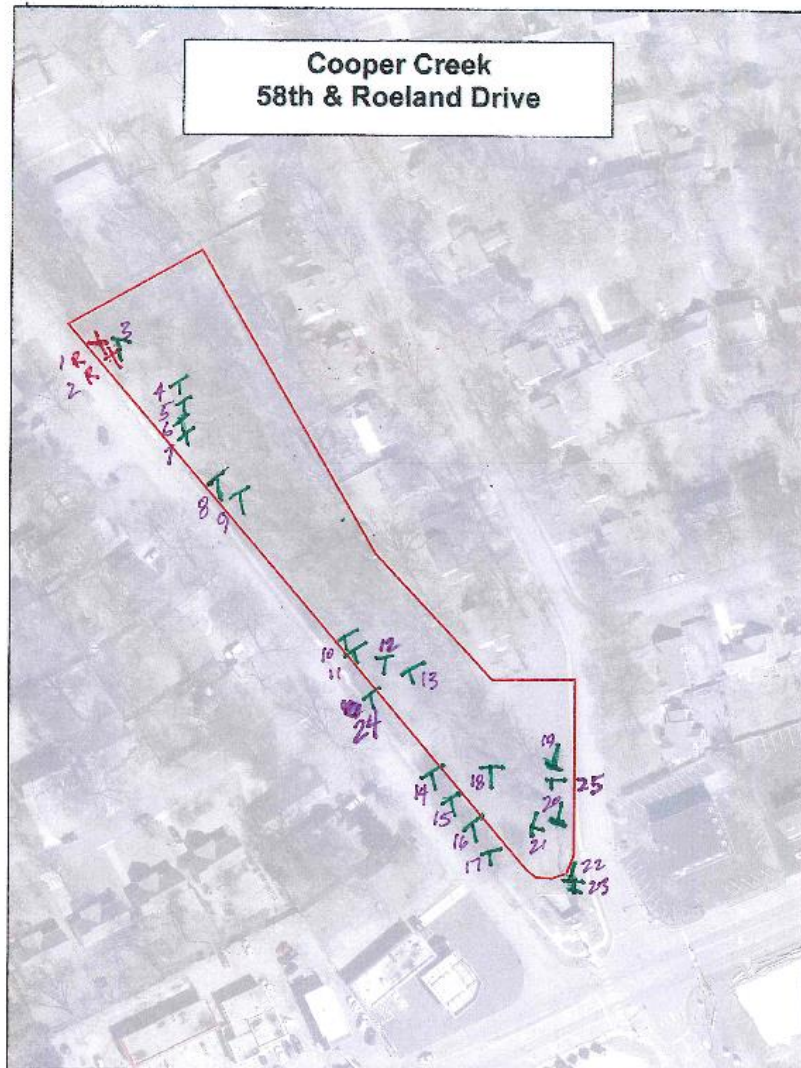


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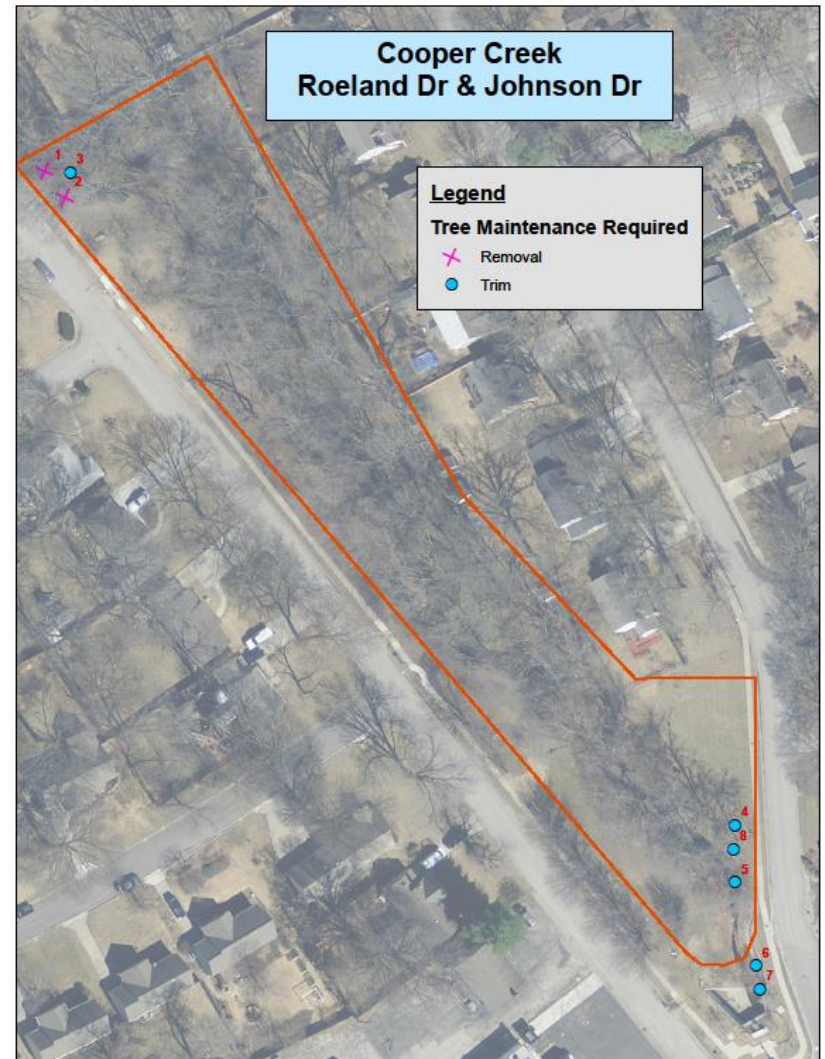


Request

Cooper Creek



Need



Request

Granada Park

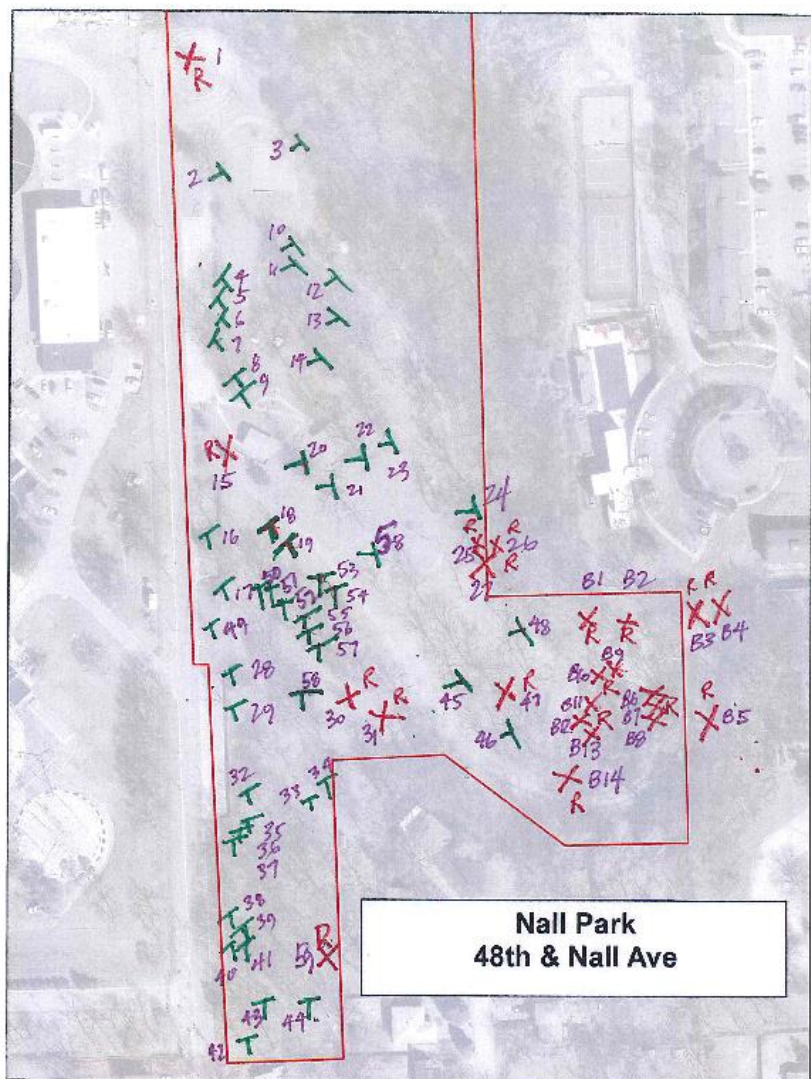


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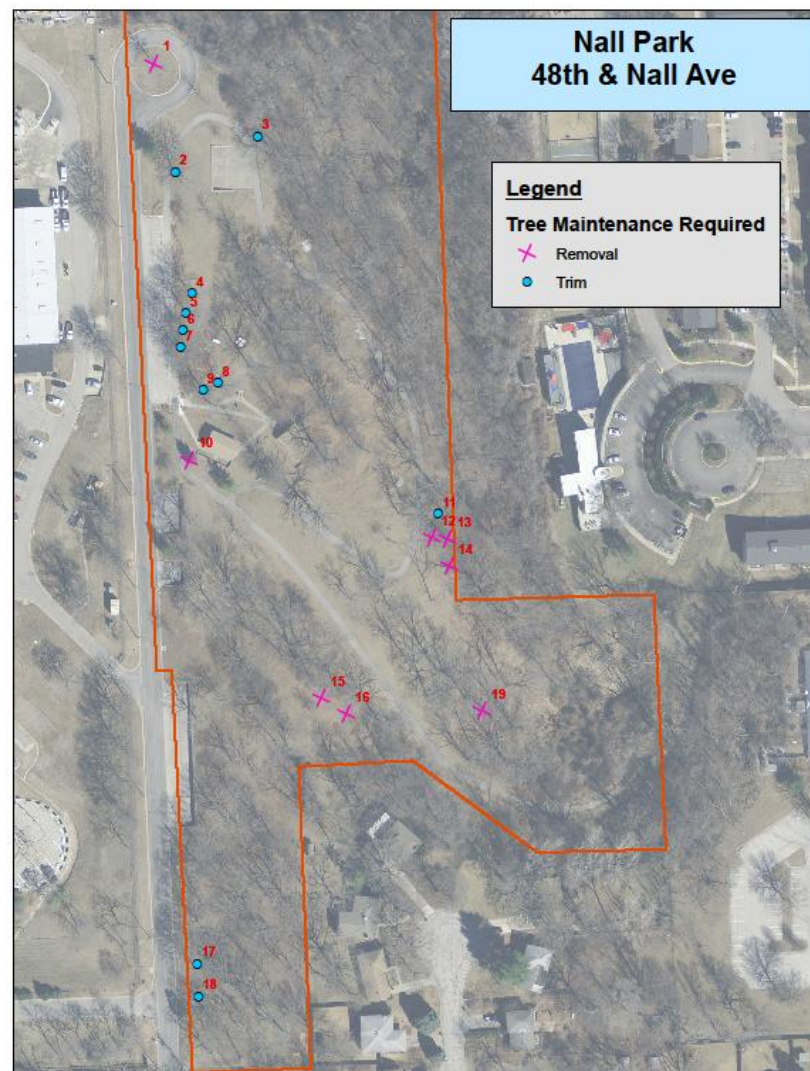


Request

Nall Park

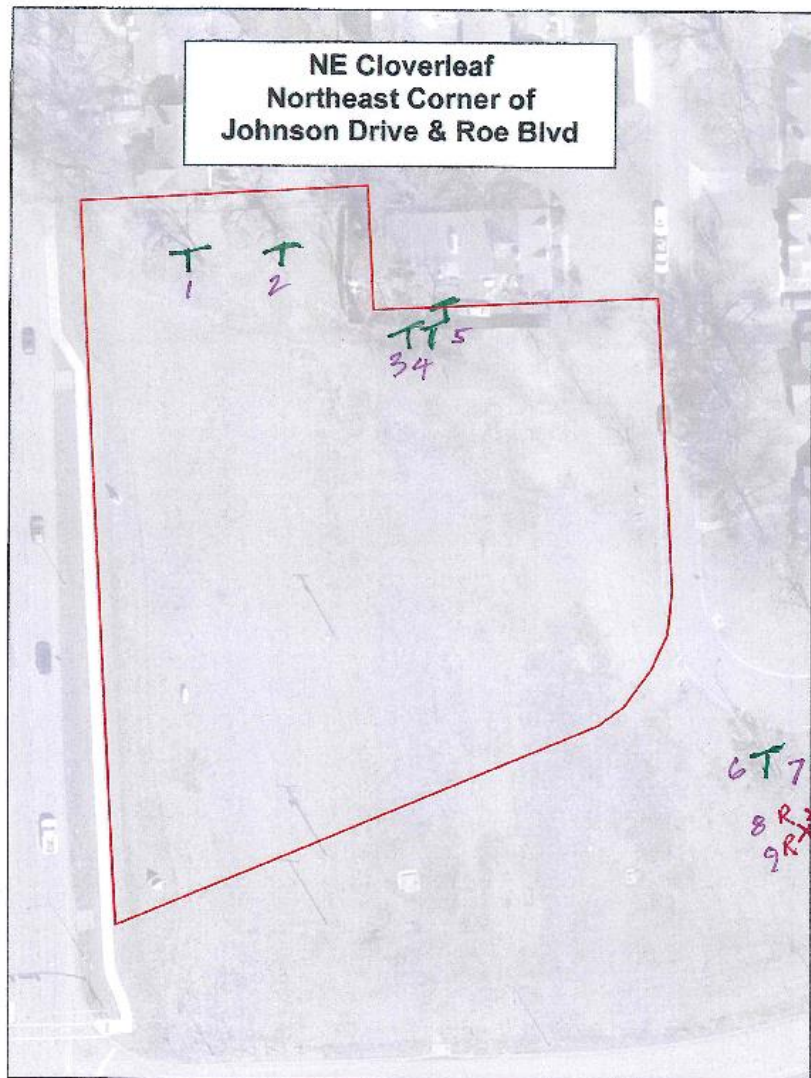


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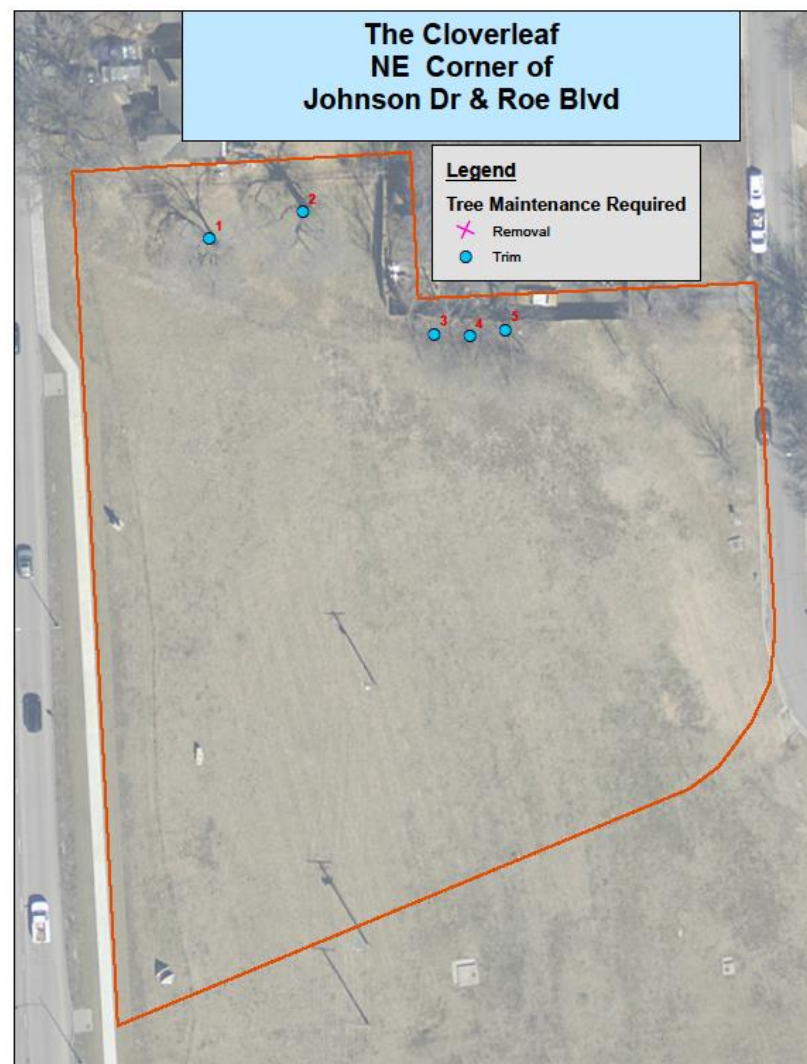


Request

NE Cloverleaf



Need



Request

R Park



Need



Request

Summary

- 2015 Tree Maintenance Budget = \$53,200
 - Ash Tree Project = \$14,499
 - Stump Grind Project = \$1,930
 - Tree Planting Project = \$6,400
 - Misc Tree Issues (includes Christmas Tree Program) = \$10,000 - \$12,000
- 2015 Tree Maintenance RFP Cost Estimate = \$10,000 - \$14,000
 - Focus on City parks
 - 12 Trees Removed
 - 28 Trees Pruned

Item Number: Applications/Presentations- A.-1.
Committee 10/19/2015
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 10/1/2015
Submitted By: Mark Pentz, Interim City Administrator
Committee/Department: Admin.
Title: **KCATA – Shawn Strate**
Item Type: Other

Recommendation:

Staff recommends that the City work with the Kansas City Area Transportation Authority on the location and construction of two new bus stops on Roe Blvd.

Details:

KC ATA would like to add two covered bus stop enclosures on Roe Boulevard south of 48th Street. Although ATA's plan is to construct the enclosures next year without pull overs for busses, ATA has prepared two concepts which do show pull overs. Attached you will find the concepts. Rather than using a standard design for the shelters, ATA is open to the possibility of designing shelters unique to Roeland Park. Unless the cost of a unique Roeland Park design is minimal, then the City would be expected to pick up the additional expense.

Financial Impact

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

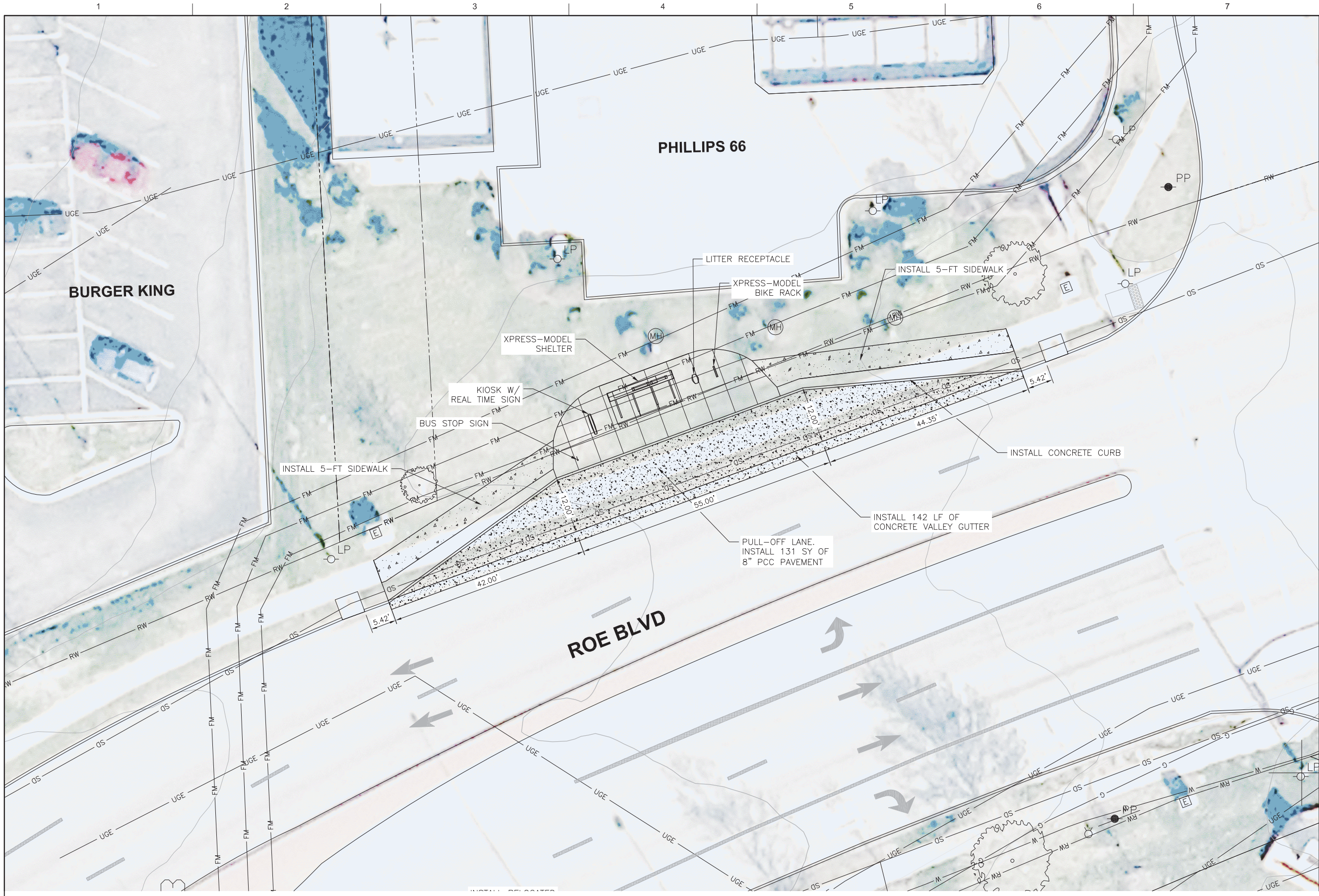
Additional Information

How does item relate to Strategic Plan?

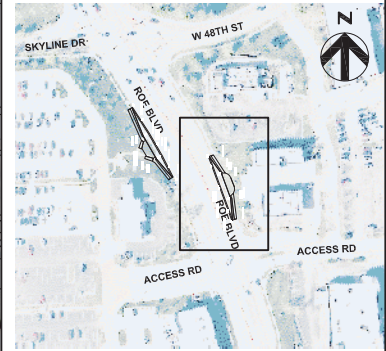
How does item benefit Community for all Ages?

ATTACHMENTS:

Description		Type
	JCT 1	Cover Memo
	JCT 2	Cover Memo



- NOTES:
1. REFER TO SHEET 00G001 FOR GENERAL NOTES AND LEGEND.
 2. REFER TO SHEETS 00C201 AND 00C203 FOR SHELTER AND ACCESSORY COMPONENTS.
 3. SIDEWALK CROSS SLOPE SHALL BE LESS THAN 2 PERCENT WITH LONGITUDINAL SLOPE LESS THAN 5 PERCENT MAXIMUM.
 4. PLATFORM SLOPE SHALL BE LESS THAN 2 PERCENT IN ALL DIRECTIONS. PULL-OFF CROSS SLOPE MAY VARY FROM 1 TO 3 PERCENT TO MEET PLATFORM TOLERANCE.



LOCATION MAP
1" = 200'

CITY OF ROELAND PARK



HDR Engineering, Inc.
4435 Main St., Suite 1000
Kansas City, MO 64111-1856
(816) 360-2700

ISSUE	DATE	DESCRIPTION
B	10/30/14	REVISION PER CLIENT'S COMMENTS
A	09/16/14	PRELIMINARY

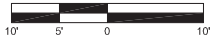
PROJECT MANAGER	DAN MCGHEE
PROJECT ENGINEER	FADIA TICONA
PROJECT NUMBER	235195

PRELIMINARY
NOT FOR CONSTRUCTION



JOHNSON COUNTY TRANSIT
BASIC PASSENGER INFRASTRUCTURE
FY 2014 IMPLEMENTATION PROJECT

1701 W OLD 56 HWY
OLATHE, KS 66061
(913) 782-2210

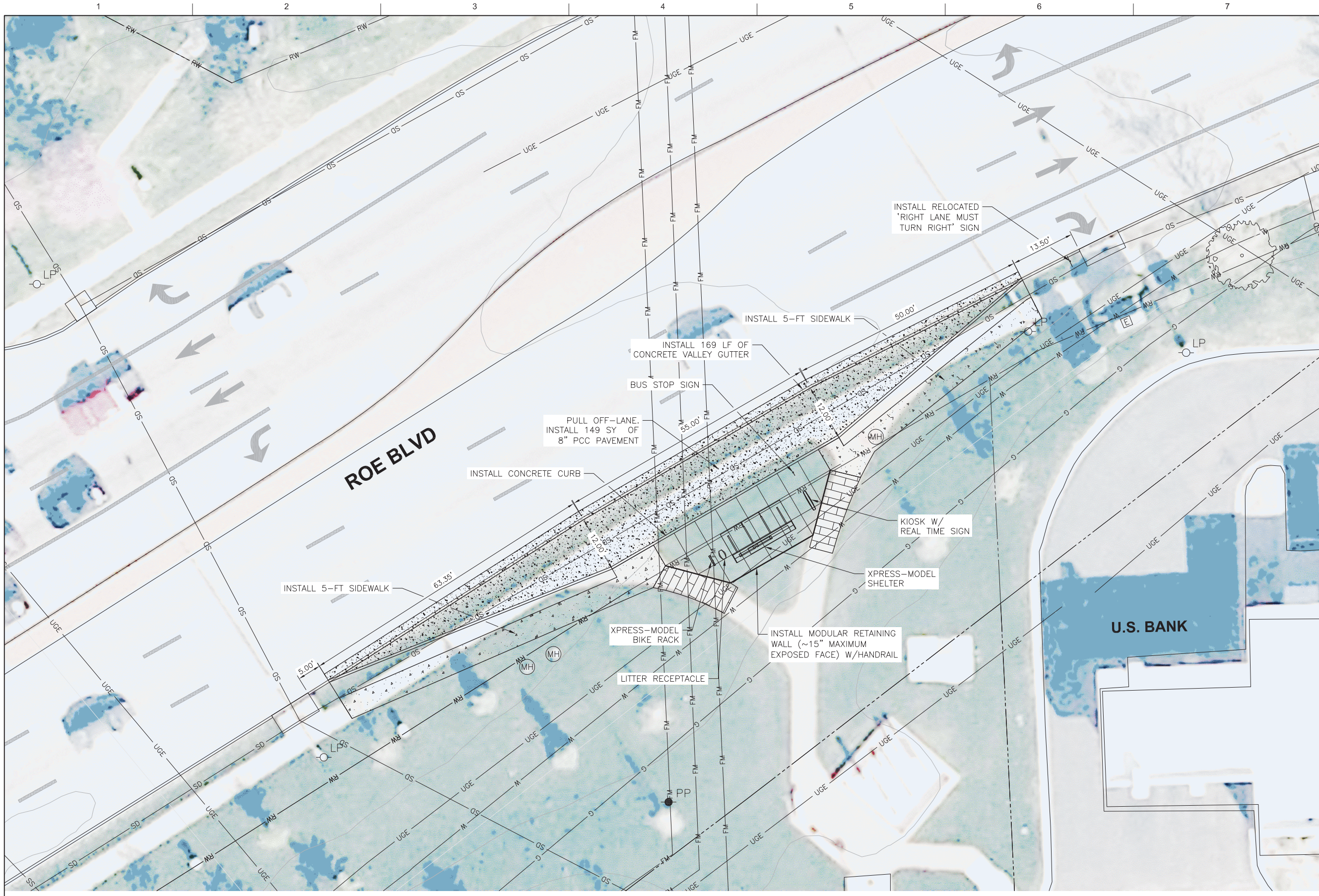


ROE BLVD & 48TH ST
NORTHBOUND

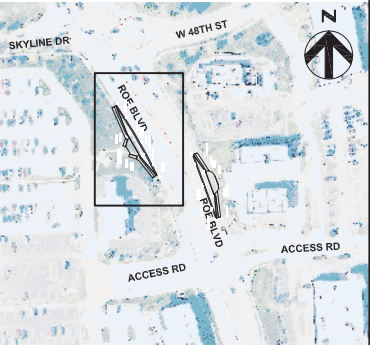
SITE PLAN

FILENAME | 00C101.dwg
SCALE | 1" = 10'

SHEET
00C101



- NOTES:
1. REFER TO SHEET 00G001 FOR GENERAL NOTES AND LEGEND.
 2. REFER TO SHEETS 00C201 AND 00C203 FOR SHELTER AND ACCESSORY COMPONENTS.
 3. SIDEWALK CROSS SLOPE SHALL BE LESS THAN 2 PERCENT WITH LONGITUDINAL SLOPE LESS THAN 5 PERCENT MAXIMUM.
 4. PLATFORM SLOPE SHALL BE LESS THAN 2 PERCENT IN ALL DIRECTIONS. PULL-OFF CROSS SLOPE MAY VARY FROM 1 TO 3 PERCENT TO MEET PLATFORM TOLERANCE.



LOCATION MAP
1" = 200'

CITY OF ROELAND PARK



HDR Engineering, Inc.
4435 Main St., Suite 1000
Kansas City, MO 64111-1856
(816) 360-2700

B	10/30/14	REVISION PER CLIENT'S COMMENTS
A	09/16/14	PRELIMINARY
ISSUE	DATE	DESCRIPTION

PROJECT MANAGER	DAN MCGHEE
PROJECT ENGINEER	FADIA TICONA
PROJECT NUMBER	235195

PRELIMINARY
NOT FOR CONSTRUCTION



JOHNSON COUNTY TRANSIT
BASIC PASSENGER INFRASTRUCTURE
FY 2014 IMPLEMENTATION PROJECT

1701 W OLD 56 HWY
OLATHE, KS 66061
(913) 782-2210



ROE BLVD & 48TH ST
SOUTHBOUND

SITE PLAN

FILENAME | 00C102.dwg
SCALE | 1" = 10'

SHEET
00C102

Item Number: Applications/Presentations- A.-2.
Committee 10/19/2015
Meeting Date:



City of Roeland Park

Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **Parks Update**
Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Item Number: Applications/Presentations- A.-3.
Committee 10/19/2015
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **Animal Variance – Karen Lobrano**
Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description		Type
	variance Iobrano	Cover Memo
	Ordinance 903	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 ☒ Nonrefundable - Nonproratable No. _____

Applicant Karen Lubrano No. of Dogs 4 No. of Cats _____

Address 5206 W. 50th St. Roeland Park Zip 66205

Telephone: Home - _____ Work/Cell - _____

1. Requesting variance for 2 dogs Pixie Chihuahua
Dog/Cat Animal's Name Breed
Elly It. Greyhound

2. Reason requesting a variance _____

I own 4 total dogs
- American Bully, Lab mix, chihuahua +
Italian Greyhound

3. Currently Licensed Animals

City Tag #	Date Issued	Breed	Animal Name	Color	Sex	Veterinarian
403	8/4/15	Lab Mix	Allie	Tan/White	F	Angels Pet Hosp
404	8/4/15	Pit Bull	Griffin	Blue/White	M	↓

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): _____

ORDINANCE NO. 903

AN ORDINANCE RELATING TO ANIMAL CONTROL AND REGULATION; AMENDING AND REPEALING EXISTING SECTIONS 2-101, 2-103, 2-104, 2-107, 2-108, 2-109, 2-110, 2-111, 2-112, 2-113, 2-114, 2-115, 2-116, 2-117, 2-118, 2-119, 2-120, 2-121, 2-122, 2-123, 2-207, 2-211 AND 2-301 OF THE CODE OF THE CITY OF ROELAND PARK, KANSAS; ALSO REPEALING EXISTING SECTIONS 2-124, 2-125, 2-126, 2-206 AND 2-410 OF THE CODE OF THE CITY OF ROELAND PARK, KANSAS.

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

SECTION 1. Existing Section 2-101 of the Code of the City of Roeland Park, Kansas, is hereby amended to read as follows:

2-101. DEFINITIONS. For the purposes of this Chapter, the following words and phrases shall mean:

- (a) Abandon - includes the leaving of an animal by its owner or other person responsible for its care or custody without making effective provisions for its proper care.
- (b) Animals - means all vertebrate and invertebrate animals such as but not limited to bovine cattle, horses and other equines, swine, goats, dogs, cats, rabbits, sheep, fowl or wild animals, reptiles, fish, bees or birds that have been tamed, domesticated or captivated.
- (c) Animal Shelter - means the facility or facilities operated by the City or its authorized agents for the purpose of impounding or caring for animals under the authority of this Chapter or state law.
- (d) At-large - means to be outside of a fence or other enclosure which restrains the animals to a particular premise or not under the control, by leash or lead, of the owner or other authorized person capable of restraining the animal. Animals tethered to a stationary object within range of public thoroughfares are deemed to be "at-large."
- (e) Bite - means any contact between an animal's mouth and teeth and the skin of a bite victim which causes visible trauma, such as a puncture wound, laceration, abrasion, bruise or other piercing of the skin.

- (f) Cat - means any member of the species *felis catus*, regardless of sex.
- (g) Chicken –means the common domestic fowl (*Gallus domesticus*) or its young.
- (h) Chicken Tractor – a moveable chicken run.
- (i) Coop – a structure for housing poultry during non-daylight hours.
- (j) Dog - means any member of the species *canis familiaris*, regardless of sex.
- (k) Ear-Tipped Feral Cat – means a cat that is unsocialized to humans and has a temperament of extreme fear or resistance to contact with humans that exhibits a straight-line cutting of the tip of its ear to indicate that it has been sterilized and vaccinated against rabies.
- (l) Fowl - means all animals that are included in the zoological class aves, which shall include, but not limited to, chickens, ducks, geese, turkeys, guineas and pigeons.
- (m) Harbor - means any person who shall allow any animals to habitually remain or lodge or to be fed within his or her home, store, yard, enclosure or place of business or any other premises where he or she resides or controls. This shall not apply to unowned ear-tipped feral cats whose colony is on or around the property of a resident.
- (n) Humane Live Animal Trap - means any cage trap that upon activation encloses an animal without placing any physical restraint upon any part of the body of such animal.
- (o) Humanely Euthanize - means the proper injection of a substance that quickly and painlessly terminates the life of an animal, or any other method approved by the American Veterinary Medical Association or the American Humane Society.
- (p) Kennel - means any establishment, commercial or otherwise, maintained for breeding, rearing, grooming, boarding, or otherwise harboring in an enclosure in one location only, three or more dogs.
- (q) Livestock - includes, but is not limited to cattle, horses, goats, sheep or other animals commonly regarded or used as farm or ranch animals.
- (r) Neighbor – property owner that own an abutting property with a common boundary including those properties that if the right of way land or city street was disregarded would then have an abutting property line.
- (s) Neutered - means any male or female cat or dog that has been permanently rendered sterile.

- (t) Own - means and includes own, keep, harbor, shelter, manage, possess, or have a part interest in any animal. If a minor owns any such animal subject to the provisions of this Chapter, the head of the household of which such minor is a member shall be deemed to own such animal for the purposes of this Chapter. This shall not apply to unowned ear-tipped feral cats whose colony is on or around the property of a resident.
- (u) Owner - means the one who owns, or his or her employee, agent, or other competent person into whose charge an animal has been placed by the actual owner as described in subsection (r) above.
- (v) Pit Bull – for purposes of this ordinance, Pit Bull is defined as:
 - (1) the Staffordshire bull terrier breed of dog;
 - (2) the American pit bull terrier breed of dog;
 - (3) the American Staffordshire terrier breed of dog;
 - (4) any dog which, in the opinion of a licensed veterinarian, has the appearance and characteristics of being predominantly of the breeds of Staffordshire bull terrier, American pit bull terrier, American Staffordshire terrier, or a combination of any of these breeds.

This definition shall expire January 1, 2018.

- (w) Run – an enclosed area in which chickens are allowed to walk and run about.
- (x) Vaccination - means an injection of a vaccine, approved by the State Department of Health and Environment and administered by a licensed veterinarian for the purpose of immunizing an animal against rabies.
- (x) Veterinarian - means a doctor of veterinary medicine licensed by the State of Kansas.

SECTION 2. Existing Section 2-103 of the Code of the City of Roeland Park, Kansas, is hereby amended to read as follows:

2-103 SAME; CAPTURE/DESTRUCTION. When deemed necessary by law enforcement officers or the animal control officer for the health, safety and welfare of the residents of the City, such officers and/or their agents may:

- (a) Place a humane trap on public or a requesting resident's property for the purpose of capturing any animal defined in this Chapter as creating a nuisance in the City;

- (b) Use any tranquilizer guns, humane traps, or other suitable devices to subdue and capture any animal that is deemed by the animal control officer, in his or her discretion, to be of a danger to itself or to the public health and safety.
- (c) Use firearms or other suitable weapons to destroy any rabid animal, any dangerous or vicious animal as defined in section 2-122 and 2-123 or any animal creating a nuisance as defined in section 2-121 , where such animal is impossible or impractical to catch, capture or tranquilize.

SECTION 3. Existing Section 2-104 of the Code of the City of Roeland Park, Kansas, is hereby amended to read as follows:

2-104 SAME; RIGHT OF ENTRY; UNLAWFUL INTERFERENCE.

- (a) The animal control officer or any law enforcement officer shall have the right of entry upon any private lots or lands for the purpose of collecting any animal whose presence thereupon is a violation of this Chapter.
- (b) It shall be unlawful for any person to interfere with the animal control officer in the exercise of his or her duties.
- (c) Whenever necessary to make an inspection to enforce any of the provisions of this chapter, or whenever the animal control officer or any law enforcement officer has reasonable cause to believe that there exists in any building or upon any premises any condition or violation which creates an unsafe, dangerous or hazardous condition, the animal control officer or law enforcement officer may enter such building or premises at all reasonable times to inspect the same or to perform any duty imposed upon the animal control officer or law enforcement officer by this Chapter; provided that if such building or premises be occupied, such officer shall first present proper credentials and request entry; and if such building or premises be unoccupied, such officer shall first make a reasonable effort to locate the owner or other persons having charge or control of the building or premises and request entry. If such entry is refused, the animal control officer or law enforcement officer shall have recourse to every remedy provided by law to secure entry. When the animal control officer or law enforcement officer shall have first obtained a proper search warrant or other remedy provided by law to secure entry, no owner or occupant or any other persons having charge, care or control of any building or premises shall fail or neglect, after proper request is made as herein provided, to promptly permit entry therein by the animal control officer or law enforcement officer for the purpose of inspection and examination pursuant to this Chapter.
- (d) In the interests of animal control ordinance enforcement, animal rescue, and open violation enforcement, any person keeping or harboring any animal in this city by so doing does thereby authorize the animal control officer or a law enforcement officer to enter without warrant, when there are exigent circumstances, upon

private property, except inside any residential structure, of such person who owns or controls where such animal is found, in plain view, for the purpose of enforcement of this Chapter and to seize such animal from the private property to abate an ordinance violation.

SECTION 4. Existing Section 2-107 of the Code of the City of Roeland Park, Kansas, is hereby amended to read as follows:

2-107. CRUELTY TO ANIMALS. It shall be unlawful for any person to:

- (a) Willfully or maliciously kill, maim, disfigure, torture; beat with a stick, chain, club or other object; mutilate, poison, burn or scald with any substance; or otherwise cruelly set upon any animals, except that reasonable force may be employed to drive off dangerous or vicious animals;
- (b) Drive or work any animal cruelly or cruelly work any maimed, mutilated, infirm, sick or disabled animal, or cause, allow or permit the same to be done;
- (c) Have, keep or harbor any animal which is infected with any dangerous or incurable and/or painfully crippling condition except as provided in section 2-108.
- (d) Sell or offer for sale, barter, give away, or use as an advertising device or promotional display, living baby chickens, rabbits, ducklings or other fowl under two months of age in any quantity less than 12; or to sell, offer for sale, barter, give away, or display animals or fowls as specified in this section which have been dyed, colored or otherwise treated so as to impart to them an artificial or unnatural color. This section shall not be construed to prohibit the sale of animals or fowls as specified in this subsection, in proper facilities, by hatcheries or persons engaged in raising and selling such animals and fowls for recognized animal husbandry purposes;
- (e) Promote, stage, hold, manage, or in any way conduct any game, exhibition, contest or fight in which one or more animals are engaged for the purpose of injuring, killing, maiming, or destroying themselves or any other animal;
- (f) Neglect or refuse to supply such animal with necessary and adequate care, food, drink, air, light, space, shelter and protection from the elements as necessary for health and well-being of such kind of animal.
- (g) Abandon or leave any animal in any place without making provisions for its proper care;
- (h) Attach chains or other tethers, restraints or implements directly to a dog without the proper use of a collar, harness or other device designed for that purpose and made from a material that prevents injury to the dog.

- (i) Continuously tether a dog for more than one hour, except that tethering of the same animal may resume after a hiatus of three continuous hours, for up to three hours total time on tether per day; provided that, for the purpose of tethering a dog, a chain, leash, rope or tether shall be at least ten feet in length;
- (j) Use a chain, leash, rope, collaring device, tether, or any assembly or attachments thereto to tether a dog that shall weigh more than one-eighth of the animal's body weight, or due to weight, inhibit the free movement of the animal within the area tethered; or
- (k) Tether a dog in such a manner as to cause injury, strangulation, or entanglement of the dog on fences, trees, posts or other manmade or natural obstacles. These provisions shall not apply to the exceptions sanctioned under section 2-108.

In addition to the penalties provided in section 1-117 of this Code, the Judge of the Municipal Court may order a person convicted of violation under this section to turn the animal involved over to a designated humane society. All such animals taken by the designated agency may be placed with another or more suitable person or destroyed humanely as soon thereafter as is conveniently possible.

SECTION 5. Existing Section 2-108 of the Code of the City of Roeland Park, Kansas, is hereby amended to read as follows:

2-108. SAME; EXCEPTIONS. The provisions of section 2-107 shall not apply to:

- (a) Normal or accepted veterinary or veterinary hospital practices or treatment of animals under active veterinary care;
- (b) Bona fide experiments carried on by commonly recognized research facilities;
- (c) Killing, attempting to kill, trapping, catching or taking of any animal in accordance with the provisions of Chapter 32 or Chapter 47 of the Kansas Statutes Annotated;
- (d) The humane killing of an animal which is diseased or disabled beyond recovery for any useful purpose, or the humane killing of animals for population control, by the owner thereof or by an authorized agent such as a licensed veterinarian, at the request of the owner;
- (e) The humane killing of an animal by the animal control officer, a public health officer or a law enforcement officer in the performance of his or her official duty;
- (f) The humane killing of an unclaimed animal after three full business days following the receipt of such animal at a municipal pound or an incorporated

humane society shelter by the owner, operator or authorized agents of such establishments.

SECTION 6. Existing Section 2-109 of the Code of the City of Roeland Park, Kansas, is hereby amended to read as follows:

2-109. **KEEPING ANIMALS.** It shall be unlawful for the owner, lessee, occupant or person in charge of any premises in the City to possess and maintain any animal or fowl within the City or permit to be maintained thereon any stable, shed, pen or other place where horses, mules, cattle, sheep, goats or swine, or undomesticated animals are kept. This provision shall not apply to:

- (a) The maintaining of dogs which are regulated by Article 2 of this Chapter;
- (b) The maintaining of non-poisonous and non-vicious animals and fowl which are commonly kept as household pets, such as cats, hamsters, rabbits, parakeets, and comparable animals, when kept as household pets and in a safe and sanitary manner in accordance with section 2-111 of this Chapter;
- (c) The transporting of animals through the City by ordinary and customary means.
- (d) The maintaining of chickens which are regulated by Article 4 of this Chapter.

SECTION 7. Existing Section 2-110 of the Code of the City of Roeland Park, Kansas, is hereby amended to read as follows:

2-110. **ANIMAL TRAPS.** It shall be unlawful for any person to use, place, set out, or deploy any animal trap aboveground, which makes use of a spring gun, spring jaws, clamping devices, cutting or stabbing mechanism or any other devices that will damage or severely injure any animal when caught or trapped by the device or trap. This section shall not prohibit the use of mouse/rat traps or any animal traps that are designed to trap and hold animals without injuring the animals.

SECTION 8. Existing Section 2-111 of the Code of the City of Roeland Park, Kansas, is hereby amended to read as follows:

2-111. **ANIMAL CONFINES; SHELTERS.**

- (a) It shall be unlawful for any person to keep or maintain any animal in any yard, structure or area that is not clean, dry and sanitary, free from debris and offensive odors that annoy any neighbor, and devoid of rodents and vermin.

- (b) Excrement shall be removed at least once each week from any animal shelter, pen or yard area where animals are kept, or more often if necessary to prevent or control odors, fly breeding, or rodent infestation. If excrement is stored on the premises by any animal owner, it shall be stored in adequate containers with fly-tight lids, and all such stored or accumulated wastes shall be disposed of at least once each week.
- (c) All animal shelters, pens and yards shall be so located that adequate drainage is obtained, normal drying occurs, and standing water is not present.
- (d) All animals' shelters and board fences confining animals shall be maintained in good repair, and all animal shelters and board fences confining animals subject to residential and commercial classification shall be protected from deterioration by painting or comparable treatment.
- (e) All premises on which animals are kept shall be subject to inspection by the animal control officer, duly authorized law enforcement officer, or public health official. If the officer or official determines from such inspection that the premises are not being maintained in a clean and sanitary manner, he or she shall notify the owner of the animals in writing to correct the sanitation deficiencies within 24 hours after notice is served on the owner. Any animal kept under any condition which could endanger the public or animal health, including but not limited to keeping of animals outside during extreme weather warnings issued by the National Weather Service for the city, or create a health nuisance may be impounded. Animals shall be released after fees are paid and cause for impoundment has been corrected.

SECTION 9. Existing Section 2-112 of the Code of the City of Roeland Park, Kansas, is hereby amended to read as follows:

- 2-112. **DEATH OF ANIMALS.** All dead animals shall be disposed of by the owner or keepers within 24 hours of the animal's death, by burial, incineration in a facility approved by the animal control officer, by rendering or by other lawful means approved by the animal control officer. It shall be unlawful for any person to dump a dead animal on any public or private property.

SECTION 10. Existing Section 2-113 of the Code of the City of Roeland Park, Kansas, is hereby amended to read as follows:

- 2-113. **IMPOUNDMENT; FEE; NOTICE; RECORD.**

- (a) The animal control officer or law enforcement officer shall impound any animal found at-large in the City or constituting a nuisance or otherwise in violation of

this Chapter in a suitable pound or enclosure provided or contracted for by the City. The impounding officer shall make diligent inquiry as to the owner of the animal and shall notify the owner thereof of such impoundment as soon as reasonably possible.

- (b) In case the identity of the owner of the impounded animal cannot be ascertained, the animal control officer or law enforcement officer shall, upon taking any such animal into custody and impounding the same, make a record thereof, with a description of the animal and the date and place taken into custody and the place of impounding.

SECTION 11. Existing Section 2-114 of the Code of the City of Roeland Park, Kansas, is hereby amended to read as follows:

- 2-114. **REDEMPTION OF IMPOUNDED ANIMALS.** At any time before the sale or destruction of any animal impounded under the provisions of this Article, except for animals impounded under sections 2-123 (vicious) and 2-115 (rabid), the owner thereof may redeem the animal by paying the City clerk the impounding fee and all costs incurred as a result of such impoundment.

SECTION 12. Existing Section 2-115 of the Code of the City of Roeland Park, Kansas, is hereby amended to read as follows:

- 2-115. **IMPOUNDMENT OF RABIES SUSPECTS.**

- (a) Any animal control officer or law enforcement officer or local health officer may take up, upon private or public property, any animal which has bitten or scratched a person or other animal and impound the animal in the City pound, securely penned and separated from other animals, or in a veterinary hospital or animal care facility for a period of not more than 30 days during which time the local health officer shall determine whether or not such animal is suffering from a disease and, if not, the local health officer shall authorize the release of the animal upon payment by the owner of the boarding fee therefore. The health officer may authorize the keeping of any such animal on the owner's premises if the owner produces a rabies vaccination certificate showing that the animal has valid rabies vaccination protection. Impoundment costs shall be borne by the owner. If in the opinion of the local health officer symptoms develop justifying a microscopic examination, then the animal shall be killed and examination made by the state department of health and environment.
- (b) In lieu of the provisions of subsection (a), the owner of any such animal may, at his or her own expense, take such animal to any duly qualified and licensed veterinarian in the City for observation. Such veterinarian shall report his or her findings in writing to the local health officer. If in the opinion of such

veterinarian a microscopic examination is justified, then the animal shall be turned over to the animal control officer or any law enforcement officer to be killed and examination made by the state department of health and environment.

- (c) Any animal desired for observation by the local health officer under this section shall be delivered to the animal control officer or any law enforcement officer upon demand and shall not be withheld, hidden or harbored. Any person violating this provision shall be guilty of a violation of this Code. Upon refusal of any person to so deliver such animal, the Judge of the Municipal Court shall cause a warrant to be issued for the arrest of such person, which warrant shall also provide for the surrender of the animal and shall be lawful authority for the apprehending and forcible taking of the animal.

SECTION 13. Existing Section 2-116 of the Code of the City of Roeland Park, Kansas, is hereby amended to read as follows:

2-116. **ANIMALS BITTEN BY RABID ANIMALS.** Whenever a dog, cat or other animal is bitten by a rabid animal or an animal later proved to have been rabid, it shall be the duty of the owner of the animal that is bitten, to report that fact to the local health officer and/or the police department. It shall also be the duty of the owner of the bitten animal to either destroy or have his or her bitten animal destroyed unless:

- (a) The animal which was bitten had been vaccinated against rabies at least three weeks before being bitten and has a current vaccination; and
- (b) If the bitten animal has a current vaccination, it shall be confined for 90 days; and
- (c) The bitten animal shall be released from confinement only upon written order from the local health officer, who declares the animal to be free of rabies; and
- (d) If the animal is found to have contracted rabies during confinement, it shall be properly disposed of.

SECTION 14. Existing Section 2-117 of the Code of the City of Roeland Park, Kansas, is hereby amended to read as follows:

2-117 **VEHICULAR ACCIDENTS INVOLVING ANIMALS.** Any person who as the operator of a motor vehicle strikes any animal shall stop at once and shall immediately report such injury or death to the owner of such animal, or in the event that the owner cannot be ascertained, and located, the operator shall at once report the accident to the animal control officer or any law enforcement officer.

SECTION 15. Existing Section 2-118 of the Code of the City of Roeland Park, Kansas, is hereby amended to read as follows:

- 2-118. EMERGENCY; PROCLAMATION. The Mayor is hereby authorized whenever in his or her opinion the danger to the public safety from rabid animals is made imminent to issue a proclamation ordering all persons owning any animal in the City to confine the animal in a good and sufficient enclosure from which the animal cannot escape, or fasten such animal by means of a chain on the premises where the owner may reside, for such time as may be specified in such proclamation. Any animal not confined during such time may be disposed of wherever found by any law enforcement officer, or the animal control officer of the City. The owner of such animal may be prosecuted for such violation thereof.

SECTION 16. Existing Section 2-119 of the Code of the City of Roeland Park, Kansas, is hereby amended to read as follows:

- 2-119. KEEPING LARGE NUMBERS OF ANIMALS; SPECIAL PERMIT.

- (a) No person or household shall own or harbor more than two dogs of six months of age or older or more than one litter of puppies, or more than two cats of more than six months of age or more than one litter of kittens, or engage in the commercial business of breeding, buying, selling, trading, training or boarding cats or dogs, or both cats and dogs, without first having obtained a special permit from the City. A special permit for a third dog or a third cat may be approved administratively by the City Clerk. A special permit for four or more dogs or four or more cats may only be approved by the City Council. The fee for such special permit, or any renewal thereof, shall be \$100.00. Those persons who have received City Council approval to keep more than two dogs or more than two cats prior to December 31, 2003 shall be exempt from the requirement to pay such special permit fee, or any renewal thereof; provided, however, that this exemption shall no longer apply if a special permit is not renewed, suspended or revoked as hereinafter provided.
- (b) Special permits must be renewed annually. No special permit shall be issued until an inspection certificate has been issued by the animal control officer certifying approval of the premises and compliance with the applicable laws of the City. After notifying neighbors, if the City Clerk has not received any protest concerning the keeping of the animals for which the special permit was issued, the City Clerk may issue a renewal of an existing special permit at the same location without any report from the animal control officer. If the animal control officer finds that the holder of any special permit is violating any law of the City, or is maintaining the facility in a manner detrimental to the health, safety or peace of mind of any person residing in the immediate vicinity, he or she shall

report such fact to the City Clerk, and the special permit shall not be renewed except after a public hearing before the City Council.

- (c) The animal control officer or any law enforcement officer shall have the right to inspect any premises licensed under this section at any reasonable time. The application for a special permit shall be deemed to constitute consent to such entry and inspection.
- (d) The City Council may refuse to renew, suspend or revoke a special permit if, following a public hearing, it finds any of the following:
 - (1) The premises are being maintained in violation of any applicable law of the State of Kansas, or of the City.
 - (2) The premises are being maintained so as to be a public nuisance.
 - (3) The premises are being maintained so as to be detrimental to the health, safety or peace of mind of persons residing in the immediate vicinity.
- (e) This section shall not apply to and will not be construed to require a special permit for a licensed veterinarian to operate an animal hospital.

SECTION 17. Existing Section 2-120 of the Code of the City of Roeland Park, Kansas, is hereby amended to read as follows:

2-120. ANIMAL FOSTER HOMES.

- (a) Persons may operate animal foster homes by obtaining an animal foster home permit from the City Clerk. The permit shall be issued for a one-year period from the date of issue. A permit fee shall be paid in an amount established by a resolution adopted by the Governing Body. All fees shall be nonrefundable and nontransferable.
- (b) Upon payment of such fee, the City Clerk may issue an animal foster home permit to any person licensed by the State of Kansas as a foster home shelter licensee in accordance with K.A.R. 9-22-4, and amendments thereto.
- (c) For the purposes of this section, an "animal foster home" shall mean the premises of the foster home shelter licensee who provides temporary care to dogs or cats for not more than 365 days, except as otherwise authorized pursuant to K.A.R. 9-22-4(j), and amendments thereto.
- (d) Except as provided in subsection (f) below, fostered animals shall be exempt from the special permit requirements of Section 2-119 and city animal licensing requirements. However, any permittee who keeps any specific fostered animal

in the permittee's home in excess of 365 days must obtain all applicable licenses and permits from the City in addition to complying with the requirements of K.A.R. 9-22-4(j), and amendments thereto.

- (e) The animal foster home permit applicant must: (1) be in conformity with the City zoning ordinance, any other applicable ordinance and state laws; (2) not have been convicted of violating the cruelty or animal welfare laws of this or any other jurisdiction; and (3) make a satisfactory showing that the area for housing the animals will provide a humane standard of care and will not constitute a nuisance to the surrounding neighborhood.
- (f) Animal foster home permits shall allow permittees to have up two total animals (which includes animals which are personally owned) without obtaining a special permit pursuant to Section 2-119.
- (g) If the total number of foster animals at the premises is three or more, a special permit shall also be required. For the purposes of this section, female animals that have given birth to offspring and their offspring shall be counted as one animal until the offspring are six months of age. Foster home permits shall not allow fostering of dangerous or vicious animals as defined in Section 2-122 or 2-123.
- (h) No more than one animal foster care home permit shall be issued per household or premises.

SECTION 18. Existing Section 2-121 of the Code of the City of Roeland Park, Kansas, is hereby amended to read as follows:

2-121. NUISANCE ANIMALS.

- (a) Excessive animal noise.
 - (1) No person shall own or keep any animal that, by making excessive noise, disturbs an individual residing in, working in or owning a structure that is within 600 feet of the property on which the animal is kept.
 - (2) For purposes of this section, *excessive noise* means and includes any noise produced by an animal that is so loud and continuous or untimely as to disturb the sleep or peace of a neighbor of reasonable sensibilities.
- (b) Property damage. It shall be unlawful for any person owning or possessing an animal to permit such animal to go upon any sidewalk, parkway, or private lands or premises without the permission of the owner of such premises and break, bruise, tear up, crush or injure any lawn, flower bed, plant, shrub, tree or garden in any manner whatsoever. It shall be unlawful for any person owning or possessing an animal to permit such animal to defecate upon any sidewalk, parkway, or private lands or premises without the permission of the owner of such

premises, unless the person owning or possessing the animal immediately removes such waste.

- (c) Running at large. It is unlawful for the owner or harbinger of any dog or cat to permit such dog or cat to run-at-large within the City at any time. Any dog or cat running-at-large within the City shall be impounded as set out in section 2-207 and shall be redeemed as provided for in section 2-117. This shall not apply to unowned ear-tipped feral cats.
- (d) Exceptions.
 - (1) A person with a disability using an assistance dog as defined in K.S.A. 39-1113 shall be deemed to be in compliance with subsection (c) of this section.
 - (2) Official use of dogs by any governmental unit shall be deemed in compliance with subsection (c) of this section.
 - (3) An owner, while participating in supervised obedience classes or trials, shall be deemed to be in compliance with subsection (c) of this section. Evidence of this shall be shown by the fact that the dog and owner are going through standard obedience exercises, the owner has a leash on the owner's person, and the dog is under immediate control. The dog's tags must be readily available on the owner's person.
- (e) Animals putting person in fear. No person shall own, keep or harbor any animal that jumps upon or threatens persons upon public streets; or without provocation, molests, chases or interferes with persons or vehicles in the public right-of-way by jumping upon, chasing, barking or biting at persons or vehicles. This section shall also apply to animals while being walked on leashes, or otherwise physically restrained.
- (f) Animal Injury. No person shall own, keep, or harbor any animal that, without provocation, causes injury to another domestic animal. This section shall not apply to animals injured while trespassing on the premises of the owner, keeper, or harbinger of the offending animal.
- (g) Same—Violations.
 - (1) Upon a person's conviction for a third time involving the same animal in any 24-month period of subsections (a), (b), or (c), in any combination thereof, or upon a first conviction of section (e), the animal at issue shall constitute a "Nuisance Animal."
 - (2) No animal may be declared a nuisance if, at the time of violations the person or animal was teasing, tormenting, abusing or assaulting the alleged nuisance animal. No animal may be declared a nuisance if the animal was protecting or defending a human being within the immediate vicinity of the animal from an unjustified attack or assault.
 - (3) No person owning, harboring or having the care or custody of a nuisance animal shall suffer or permit such animal to go unconfined beyond the premises of such person unless such dog is securely leashed and muzzled or otherwise securely restrained.

- (4) A nuisance animal is "unconfined" if while on the premises of its owner or harborer such dog is not securely confined indoors or confined in a securely enclosed and locked pen or dog run area upon the premises of the person. Such pen or dog run area must be adequate to ensure the confinement of such dog upon the premises.
- (5) Failure to keep a nuisance animal according to the above requirements shall be a separate violation of this Chapter. Upon conviction of failure to comply with such requirements, the Judge of the Municipal Court may revoke said person's license for that individual nuisance animal.
- (6) It is unlawful for a person to keep, harbor or maintain the animal involved in the violations within the corporate limits of the city when that person's license to keep the animal has been revoked pursuant to this section.

SECTION 19. Existing Section 2-122 of the Code of the City of Roeland Park, Kansas, is hereby amended to read as follows:

2-122. DANGEROUS ANIMALS

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

The provisions of this article shall not apply to a police dog being used to assist one or more law enforcement officers acting in an official capacity.
- (c) Notwithstanding the definition of a dangerous animal above, no animal may be declared dangerous based solely on size or breed, or mix of breed; or if death to a domestic animal occurred solely due to a size disparity between the animals and there was no attack on a domestic animal.

- (d) Any dangerous animal which is in the custody of an animal control officer and which in the judgment of the Judge of the Municipal Court, would constitute a menace to the health, safety or welfare of the public if released from custody, may be held pending a hearing on any charges or complaints filed in the Municipal Court to determine the disposition thereof. If not so determined, the animal may, after having been held pursuant to section 2-115, be returned to its owner, keeper, or harborer until final determination is made by the Municipal Court as to whether a violation of this section has occurred. If returned pending the final disposition of the case, the animal must be kept securely confined and must be muzzled while in public until final determination is made as to whether a violation of this section occurred.
- (e) Upon conviction of keeping a dangerous animal, the court may order that the animal be humanely euthanized.
- (f) Upon conviction of keeping a dangerous animal, the Judge of the Municipal Court may order restitution be paid to the victim of the violation of subsection (a).
- (g) Upon conviction of keeping a dangerous animal, and the animal returning to its owner, the animal shall be kept subject to the following standards:
 - (1) Leash and Muzzle. No person shall permit a dangerous animal to go outside its kennel or pen unless such dog is securely leashed with a leash no longer than four feet in length. No person shall permit a dangerous animal to be kept on a chain, rope or other type of leash outside its kennel or pen unless a person is in physical control of the leash. Such dogs may not be leashed to inanimate object such as trees, posts, buildings, etc. In addition, all dangerous animals on a leash outside the animal's kennel must be muzzled by a muzzling device sufficient to prevent such animal from biting persons or other animals.
 - (2) Confinement. All dangerous animals shall be securely confined indoors or in a securely enclosed and locked pen or kennel when not indoors, except when leashed and muzzled as above provided. Such pen, kennel or structure must have secure sides and a secure top attached to the sides. All structures used to confine dangerous animals must be locked with a key or structure. Such structure must have a secure bottom or floor attached to the sides of the pen or the sides of the pen must be embedded in the ground no less than two feet. All structures erected to house dangerous animals must comply with all zoning and building regulations of the city. All such structures must be adequately lighted and ventilated and kept in a clean and sanitary condition, and must not be the primary enclosure for keeping of the animal. Animal control officers shall have the authority to monitor and inspect the keeping of all dangerous animals.
 - (3) Confinement Indoors. No dangerous animal may be kept on a porch, patio or in a part of a house or structure that would allow the animal to exit such building on its own volition. In addition, no such animal may be kept in a

house or structure when screen doors are the only obstacle preventing the animal from exiting the structure.

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

SECTION 20. Existing Section 2-123 of the Code of the City of Roeland Park, Kansas, is hereby amended to read as follows:

2-123. VIOIOUS ANIMALS

- (a) It shall be unlawful to keep, possess, or harbor a vicious animal within the city limits. A vicious animal means any animal which has caused great bodily harm, disfigurement, or death to any person.
- (b) A vicious animal does not include an animal that has caused serious injury to any person while a person was committing a criminal offense. The provisions of this Article shall not apply to a police dog being used to assist one or more Law Enforcement Officers acting in an official capacity.
- (c) Upon conviction of keeping a vicious animal, the court shall order that the animal be removed from the city or humanely euthanized.
- (d) Upon conviction of keeping a vicious animal, the Judge of the Municipal Court may order restitution be paid to the victim up to the maximum amount allowed by law.
- (e) The owner of a vicious animal shall pay all costs associated with impoundment, removal, or euthanasia of said animal. The owner shall pay any other associated costs incurred.

SECTION 21. Existing Section 2-207 of the Code of the City of Roeland Park, Kansas, is hereby amended to read as follows:

2-207. IMPOUNDMENT; RECORD; NOTICE; REDEMPTION; MINIMUM FEE.

- (a) Any dog or cat found in violation of the provisions of this Article shall be subject to impoundment by the City.
- (b) A record of all dogs and cats impounded shall be kept by the City containing the following information: color, sex, weight, height, identifying marks, registration number (if any) and the date of impoundment.
- (c) No dog or cat impounded under this section shall be disposed of until after expiration of a minimum of three full business days of custody during which the public has clear access to inspect and recover the dog or cat through time periods ordinarily accepted as usual business hours. During such time of custody, the City shall attempt to notify the owner or custodian of any dog or cat impounded by such facility if the owner or custodian is known or reasonably ascertainable. Such dog or cat may at any time be released to the legal owner, moved to a veterinary hospital for treatment or observation, released in any manner, if such dog or cat was a gift to the animal shelter, or euthanized by a licensed veterinarian if it appears to the veterinarian that the dog or cat is diseased or disabled beyond recovery. If within three full business days the owner does not

appear to claim the dog or cat, then the dog or cat may be sold, euthanized or otherwise disposed of.

- (d) If at any time before the sale or destruction of any dog or cat impounded under the provisions of this Article, the owner of an impounded dog or cat does appear and redeem the dog or cat, it shall be turned over to the person claiming it upon payment of any impoundment fees or penalties plus the actual costs of impoundment, and shall not apply to any dog or cat alleged as being vicious under section 2-123 or suspected of rabies under section 2-115 of this Code.
- (e) The minimum impoundment fee shall be established by the Johnson County Animal Control Commission (NEACC).
- (f) Any dog or cat impounded may not be released without a current rabies vaccination.
- (g) Impoundment hereunder shall not preclude any court from imposing and executing any fine which might otherwise be levied under this Article for violation of any of the provisions thereof; nor shall impoundment be a defense in any prosecution commenced hereunder.
- (h) The redemption of any dog or cat impounded for a violation of any provision of this Chapter shall be prima facie evidence of the violation of such provision by the person redeeming the dog or cat.

SECTION 22. Existing Section 2-211 of the Code of the City of Roeland Park, Kansas, is hereby amended to read as follows:

2-211. PIT BULLS. It shall be unlawful for any person to keep or maintain more than one Pit Bull on any property in the City. This prohibition shall expire on January 1, 2018.

SECTION 23. Existing Section 2-301 of the Code of the City of Roeland Park, Kansas, is hereby amended to read as follows:

2-301. EXOTIC ANIMALS.

- (a) It shall be unlawful for any person, firm or corporation to keep, maintain or have in his or her possession or under his or her control within the City any poisonous reptile or any other dangerous wild animal or reptile, any vicious or dangerous animal or any other animal or reptile of wild, vicious or dangerous propensities.
- (b) It shall be unlawful for any person to keep, maintain or have in his or her possession or under his or her control within the City any exotic animals, including but not limited to the following:
 - (1) All poisonous animals including rear-fang snakes.

- (2) Apes: Chimpanzees; gibbons; gorillas, orangutans; and saimangs.
- (3) Baboons.
- (4) Badgers.
- (5) Bears.
- (6) Bison.
- (7) Bobcats.
- (8) Cheetahs.
- (9) Crocodilians, 30 inches in length or more.
- (10) Constrictor snakes, six feet in length or more.
- (11) Coyotes.
- (12) Deer; includes all members of the deer family, for example, white-tailed deer, elk, antelope and moose.
- (13) Elephants.
- (14) Game cocks and other fighting birds.
- (15) Hippopotami.
- (16) Hyenas.
- (17) Jaguars.
- (18) Leopards.
- (19) Lions.
- (20) Lynxes.
- (21) Monkeys.
- (22) Ostriches or emus.
- (23) Porcupines.
- (24) Pumas; also known as cougars, mountain lions and panthers.
- (25) Raccoons.
- (26) Rhinoceroses.
- (27) Skunks.
- (28) Tigers.
- (29) Wolves.

The prohibitions of this section shall not apply to ear-tipped feral cats.

- (c) The prohibitions of this section shall not apply to bona fide pet shops, zoos, circuses, carnivals, educational institutions, medical institutions or to any citizen when the citizen petitions the Governing Body, if:
 - (1) Their location conforms to the provisions of the zoning ordinance of the City.
 - (2) All animals and animal quarters are kept in a clean and sanitary condition and so maintained as to eliminate objectionable odors.
 - (3) Animals are maintained in quarters so constructed as to prevent their escape.

- (d) The Judge of the Municipal Court shall have the authority to order any animal deemed vicious confined, destroyed or removed from the City.

SECTION 24. Existing Section 2-405 of the Code of the City of Roeland Park, Kansas, is hereby amended to read as follows:

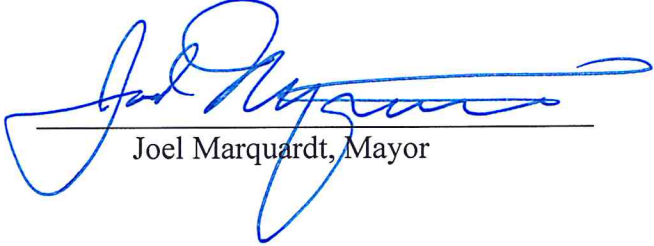
2-405. ODOR AND NOISE IMPACT.

- (a) Odors from chickens, chicken manure or other chicken related substances shall not be perceptible at or beyond the property boundaries.
- (b) Perceptible noise from chickens shall not be loud enough at the property boundaries to disturb persons of reasonable sensibilities.

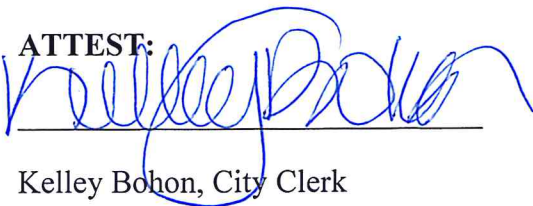
SECTION 25. Existing Sections 2-101, 2-103, 2-104, 2-107, 2-108, 2-109, 2-110, 2-111, 2-112, 2-113, 2-114, 2-115, 2-116, 2-117, 2-118, 2-119, 2-120, 2-121, 2-122, 2-123, 2-124, 2-125, 2-126, 2-206, 2-207, 2-211, 2-301 and 2-410 of the Code of the City of Roeland Park, Kansas, are hereby repealed.

SECTION 26. This ordinance shall take effect upon its publication, or the publication of a certified summary thereof, in the official City newspaper.

PASSED by the City Council the 26th day of January, 2015. **APPROVED** by the Mayor.


Joel Marquardt, Mayor

ATTEST:


Kelley Bohon, City Clerk

APPROVED AS TO FORM:


Neil R. Shortlidge, City Attorney

Date: 10/16/2015
Submitted By: Michael E. Flickinger
Committee/Department: Admin.
Title: **Non-Conforming Situation Permit**
Item Type: Other

To review and approve a Non-Conforming Situation Permit by the City Council referencing Chapter XVI - Section 16-1207

Mr. Joseph Jezak owns the house at 5118 Delmar St. This house has a carport on the side of it that comes within six inches of the property line. The carport was built prior to the 1980's, from the best I can tell, and is starting to fail. Mr. Jezak would like to rebuild this carport in a fashion that is more architecturally and aesthetically compatible with the original house structure.

There is plenty of distance from the neighboring structure for fire separation; the proposed structure would not direct water to drain towards the neighboring property as it does today; and, I personally believe this would be a positive improvement for this house as well as the neighborhood. I do not have any issues, as the building inspector, to allow this action to move forward.

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
☐ non-conforming situation permit	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

MEMORANDUM

TO: MAYOR MARQUARDT & COUNCIL MEMBERS
FROM: MICHAEL E. FLICKINGER, BLDG. INSPECTOR
SUBJECT: NON-CONFORMING SITUATION PERMIT
DATE: 10/9/2015

Mr. Joseph Jezak owns the house at 5118 Delmar St. This house has a carport on the side of it that comes within six inches of the property line. The carport was built prior to the 1980's, from the best I can tell, and is starting to fail. Mr. Jezak would like to rebuild this carport in a fashion that is more architecturally and aesthetically compatible with the original house structure.

This was originally set to go before the BZA. However, closer examination of the codes, specifically Section 16-207 (see attachment), this action more appropriately goes to the Governing Body. Also attached to this document is the original BZA application providing information about the property; three pictures of the carport as it exists today; and, a drawing of the proposed new carport for your approval.

There is plenty of distance from the neighboring structure for fire separation; the proposed structure would not direct water to drain towards the neighboring property as it does today; and, I personally believe this would be a positive improvement for this house as well as the neighborhood. I do not have any issues, as the building inspector, to allow this action to move forward.

If you have any questions or require additional information regarding these matters, please contact me at your earliest convenience.

Thank you.

Flickinger, Michael

From: Shortlidge, Neil <neil.shortlidge@stinson.com>
Sent: Friday, September 18, 2015 9:20 AM
To: Flickinger, Michael
Cc: Mark Pentz; Jennifer Jones-Lacy
Subject: RE: Nonconforming Site Improvements

Assuming the work would not constitute "minor repairs or renovation" as defined in 16-1207(b), the property owner would have to obtain a nonconforming situation permit from the Governing Body.

Neil Shortlidge | Partner | Stinson Leonard Street LLP
1201 Walnut Street, Suite 2900 | Kansas City, MO 64106-2150
T: 816.691.2438 | M: 913.568.6715 | F: 816.412.8199
neil.shortlidge@stinson.com | www.stinson.com
Legal Administrative Assistant: Mary Osborn | 816.691.3337 | mary.osborn@stinson.com

This communication (including any attachments) is from a law firm and may contain confidential and/or privileged information. If it has been sent to you in error, please contact the sender for instructions concerning return or destruction, and do not use or disclose the contents to others.

From: Flickinger, Michael [mailto:MFlickinger@roelandpark.org]
Sent: Friday, September 18, 2015 8:58 AM
To: Shortlidge, Neil
Cc: Mark Pentz; Jennifer Jones-Lacy
Subject: Nonconforming Site Improvements

Neil,

I have a house with a carport on it that was built sometime in the 1980's or before. The carport is within 6" of the property line. The carport is starting to fail and the owner wants to rebuild it in the same footprint and wants it to match the existing house. Currently, the carport has a corrugated fiberglass shed roof on it.

According to 16-207, it looks like I need to have the property owner come to the City Council for a "nonconforming situation permit" rather than go to the BZA. Is this correct, or can I grandfather this in? Please advise.

Mike

Michael E Flickinger
Building Inspector/Code Enforcement Officer
The City of Roeland Park Kansas
(913)722-2600



The City of Roeland Park, Kansas

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

To be filled in by City:
Date filed: 9/15/15
Case no.: BZA 2015-005

Application for Variance, Section 16-335.

Fee: \$100. (Free for residents/home owners in April and August) *Proof of residency required.*

Applicant JOSEPH A. JEZAK c/o JEZAK PROPERTIES, LLC Phone ? (H) (CELL)
Address 5118 DELMAR ROELAND PARK, KS (CELL DURING BUSINESS HOURS)

If different from above:
Property Owner JOSEPH A. JEZAK Phone _____
Address 5125 DELMAR ROELAND PARK, KS

Location of Property : Subdivision SOUTHRIDGE Lot 4.5 Block 16
Section of the zoning regulations for which variance is sought: 16-613(d)(1)

Present use of property: RESIDENTIAL RENTAL PROPERTY
Description of requested variance(s) REBUILD CAR PORT TO MATCH HOUSE, CAR PORT SITS WITHIN SPECIFIED RANGE OF NEIGHBORS PROPERTY WHERE VARIANCE IS REQUIRED.

(The application shall be accompanied by a sketch map showing proposed and existing structures and uses of the property and of immediately adjacent properties.)

Reasons for requested variance(s) OLD CAR PORT IS FAILING AND NEEDS TO BE REPLACED

Utility lines or easements that would restrict proposed development NONE

Adjacent zoning and land use:

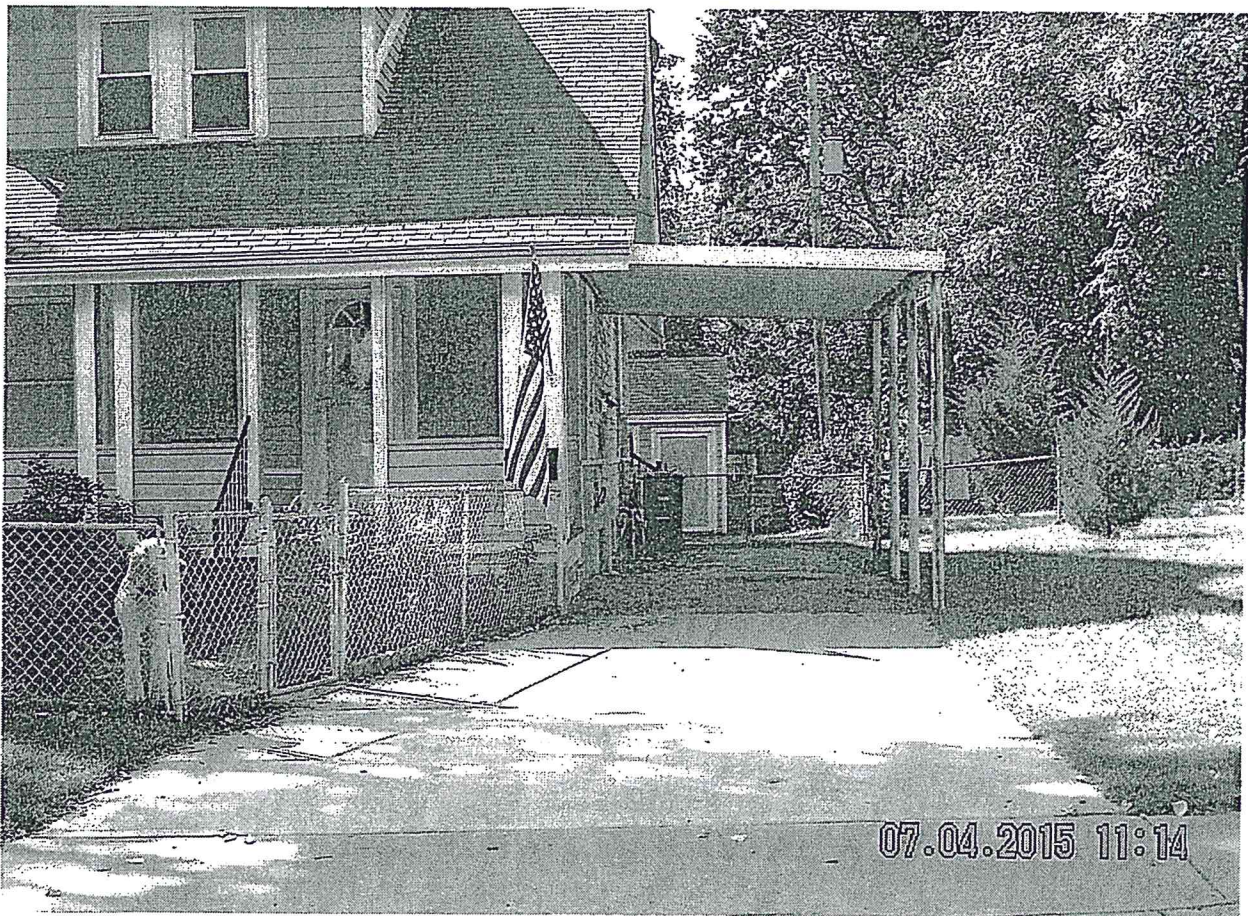
	Land Use
North	<u>RESIDENTIAL</u>
South	<u>RESIDENTIAL</u>
East	<u>RESIDENTIAL</u>
West	<u>RESIDENTIAL</u>

Refund 20 goes to go to Council

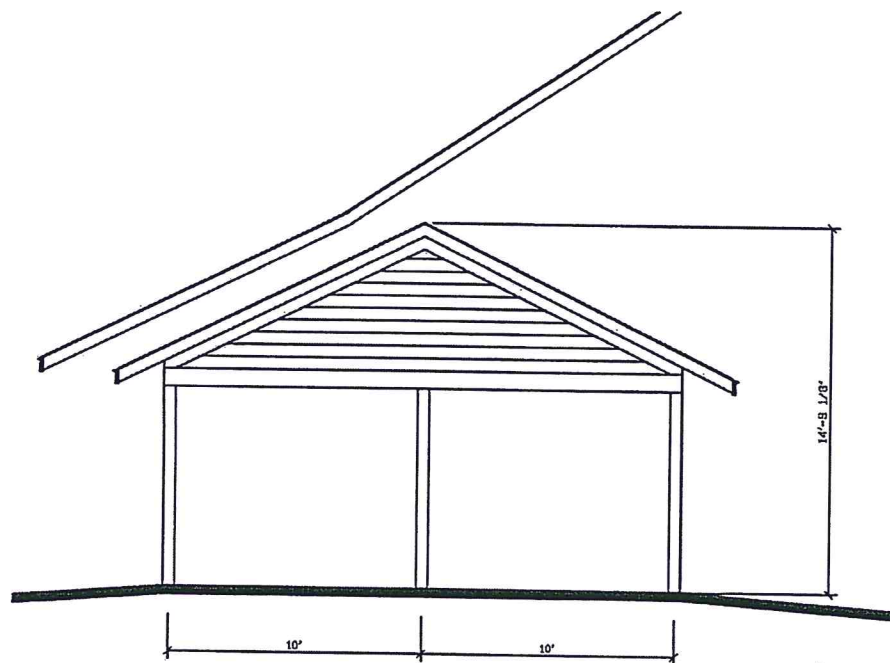
I acknowledge receipt of the variance criteria and that the above information is true and accurate.

Applicant signature: [Signature] Date: 9-15-15

Fee Paid \$ _____	Date _____	Received by: _____
Date of Publication: _____	Date of Public Hearing _____	
Date Proof of Ownership and/or Authorization of Agent affidavit(s) submitted _____		
Written comments from City Engineer submitted: _____		
Surrounding Property Owners Notified _____	Planning Commission/BZA Notified _____	

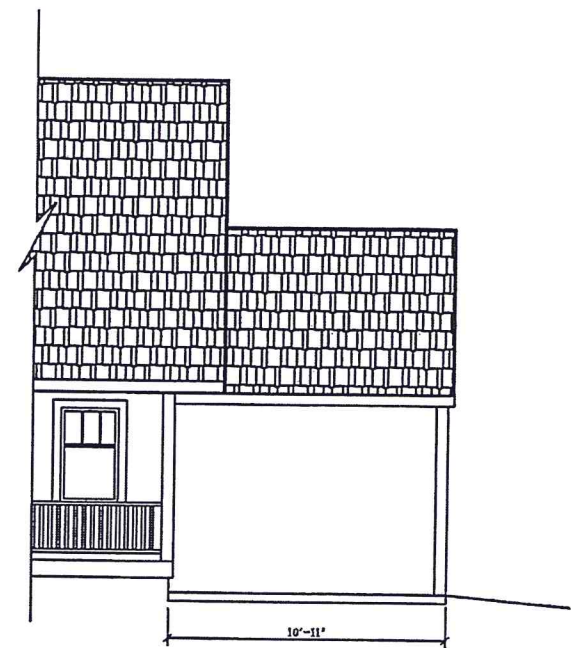






North Elevation
5118 Delmar

Scale 1/4" = 1'-0"



East Elevation
5118 Delmar

Scale 1/4" = 1'-0"

MUNICIPAL CODE – CHAPTER XVI

- **Sec. 16-1204. - Extension or Enlargement of Nonconforming Situations.**
 - (e) Notwithstanding subsection (a) above, any structure used as a one-family dwelling and maintained as a nonconforming use may be enlarged or replaced with a similar structure of a larger size, so long as the enlargement or replacement does not create new nonconformities or increase the extent of the existing nonconformities with respect to these matters as setback and parking requirements. This paragraph is subject to the limitations stated in section 16-1208.
- **Sec. 16-1205. - Repair, Maintenance and Restoration of Property Where a Nonconforming Situation Exists.**
 - (b) If a structure located on a lot where a nonconforming situation exists is damaged to an extent that the costs of repair or restoration would not exceed 50 percent of its fair market value, then the damaged structure may be repaired or restored only in accordance with a nonconforming situation permit issued by the Building Inspector pursuant to this section. This subsection does not apply to structures used for one-family dwellings, which structures may be reconstructed pursuant to a building permit just as they may be enlarged or replaced as provided by subsection 16-1204(e).
- **Sec. 16-1207. - Nonconforming Site Improvements.**
 - (a) On lots with nonconforming site improvements, no additions to, or repairs or renovations of, any structure or site improvement may be made without first either bringing the nonconforming site improvements into complete conformity with the regulations applicable to the zoning district in which the lot is located or obtaining a nonconforming situation permit pursuant to this section. Provided, however, that this section shall not apply to the following circumstances:
 - (1) Repairs or restoration of a structure pursuant to subsection 16-1205(b); or
 - (2) Minor repairs or renovation of a structure or site improvement.
 - (b) For purposes of this section, "minor repairs or renovation" shall mean repairs or renovation costs which do not exceed ten percent of the fair market value of a structure or site improvement.

- (c) When an addition to or repairs or renovation of, any structure or site improvement is proposed on a lot with a nonconforming site improvement(s), the Governing Body may approve a nonconforming situation permit allowing the addition or repairs or renovation if it finds that:
 - (1) The nonconforming site improvement(s) is the only nonconforming situation pertaining to the property,
 - (2) Compliance with the site improvement requirements applicable to the zoning district in which the property is located is not reasonably possible, and
 - (3) The property can be developed as proposed without any significant adverse impact on surrounding properties or the public health or safety.
 - (d) For purposes of subsection (c), mere financial hardship does not constitute grounds for finding that compliance with the site improvement requirements is not reasonably possible.
- **Sec. 16-1208. - Abandonment and Discontinuance of Nonconforming Situations.**
 - (a) When a nonconforming use is discontinued for a consecutive period of 180 days, or discontinued for any period of time without a present intention to reinstate the nonconforming use, the property involved may thereafter be used only for conforming purposes.
 - (b) If the principal activity on property where a nonconforming situation other than a nonconforming use exists is discontinued for a consecutive period of 180 days, or discontinued for any period of time without a present intention of resuming that activity, then the property may thereafter be used only in conformity with all of the regulations applicable to the preexisting use unless the Governing Body issues a permit to allow the property to be used for this purpose without correcting the nonconforming situations. The permit may be issued if the Governing Body finds that eliminating a particular nonconformity is not reasonably possible (i.e., cannot be accomplished without adding additional land to the lot where the nonconforming situation is maintained or without moving a substantial structure that is on a permanent foundation). The permit shall specify which nonconformities need not be corrected.
 - (c) For purposes of determining whether a right to continue a nonconforming situation is lost pursuant to this section, all of the buildings, activities, and operations maintained on a lot are generally to be considered as a whole. For example, the failure to rent one apartment in a nonconforming apartment building for 180 days shall not result in a loss of the right to rent the apartment or space thereafter so long as the apartment building as a whole is continuously maintained. But if a nonconforming use is maintained in conjunction with a conforming use, discontinuance of a nonconforming use for the required period shall terminate the right to maintain it thereafter.

- (d) When a structure or operation made nonconforming by the ordinance from which this chapter derives was vacant or discontinued on December 19, 1991, the 180-day period for purposes of this section began to run on December 19, 1991.

Item Number: Mayor's Report- IV.-A.
Committee 10/19/2015
Meeting Date:



City of Roeland Park

Action Item Summary

Date:

Submitted By:

Committee/Department:

Title:

**Proclamation – Kansas Family and Community Education
Week (Sheri McNeil and Becky Fast)**

Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
 Kansas Family and Community Education Week	Cover Memo



Proclamation

KANSAS FAMILY AND COMMUNITY EDUCATION WEEK

WHEREAS, KANSAS ASSOCIATION FOR FAMILY AND COMMUNITY EDUCATION IS AN INDEPENDENT NONPROFIT ORGANIZATION INSTITUTED FOR THE PURPOSE OF ENRICHING KANSAS FAMILIES; AND

WHEREAS, THE MISSION OF FAMILY AND COMMUNITY EDUCATION IS STRENGTHENING INDIVIDUALS, FAMILIES AND COMMUNITIES THROUGH: *CONTINUING EDUCATION *DEVELOPING LEADERSHIP * COMMUNITY ACTION

WHEREAS, IN KANSAS DURING THE PAST YEAR 43 COUNCILS WITH 105 FCE UNITS AND APPROXIMATELY 1142 MEMBERS RECEIVED CONTINUING EDUCATION THROUGH FAMILY AND COMMUNITY EDUCATION;

NOW THEREFORE, THE WEEK OF OCTOBER 11 THROUGH 17, 2015 IS HEREBY PROCLAIMED AS:

KANSAS FAMILY AND COMMUNITY EDUCATION WEEK

IN RECOGNITION AND APPRECIATION OF KANSAS ASSOCIATION FOR FAMILY AND COMMUNITY EDUCATION MEMBERS' CONTRIBUTIONS TO THE STATE OF KANSAS. ALL RESIDENTS ARE URGED TO TAKE PROPER COGNIZANCE THEREOF.

WITNESSED THIS 19th DAY OF OCTOBER IN THE YEAR 2015

Seal here

JOEL MARQUARDT
Mayor

Item Number: Reports of City Liaisons- VI.-A.
Committee 10/19/2015
Meeting Date:



City of Roeland Park

Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **Stormwater Management Advisory Council (Jose Leon and Ryan Kellerman)**
Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Item Number: Reports of City Liaisons- VI.-B.
Committee 10/19/2015
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **Shawnee Indian Mission (Bill Art)**
Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Item Number: Unfinished Business- VII.-A.
Committee 10/19/2015
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 10/16/2015
Submitted By: Jose Leon, Director of Public Works
Committee/Department: Public Works
Title: **2015 Street Maintenance Phase I - #1 Change Order**
Item Type: Other

Recommendation:

To approve change order #1 as part of the 2015 Street Maintenance Phase I project.

Details:

Howe Drive, 49th to 50th street is being reconstructed as part of our 2015 Street Maintenance Phase I project. The intent was to remove and reuse the surface asphalt millings so our contractor can reclaim the material into the new base of the street. Because of the amount of concrete found under the road, the contractor could not use the milling machine to reclaim the material as planned. On the final one-third of the street the stormwater infrastructure under Howe Drive was too shallow to use this process. There was also more concrete under the asphalt surface than shown on our plans for removal.

Because of these items found during construction, the contractor had to purchase asphalt millings to use in the base on two-thirds of the street. On the final one-third of the street where the stormwater infrastructure was too shallow our engineers modified the design to allow 6" of asphalt.

Financial Impact

Amount of Request: \$27,241.24	
Budgeted Item?	Budgeted Amount: \$250,000
Line Item Code/Description: 5221.106	

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
📎 Change Order #1	Cover Memo
📎 Marked up plan	Cover Memo

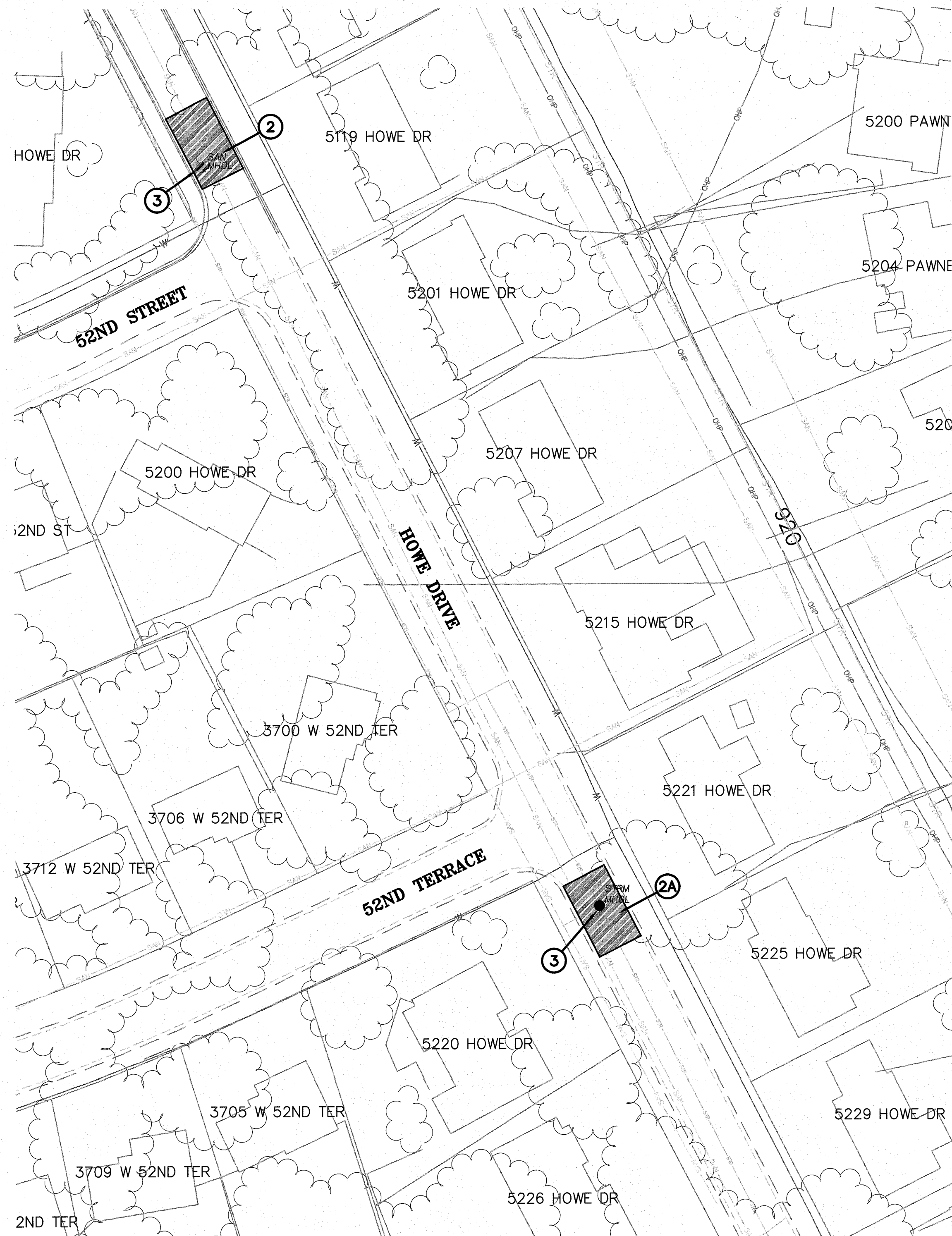
Project: City of Roeland Park 2015 Street and Sidewalk Maintenance Program

Re: Change on Howe between 49th and 50th

Per email and revised drawing 2015-10-07--Markup of Howe between 49th & 50th

Description	Quantity	Units	Unit Price	Extention
Deduct Reclaimed Asphalt Pavement -673 -750		SY	\$10.50	-\$7,875.00 -7,066.50
Additional Concrete Removal over 48" RCP	362	LF	\$14.26	\$5,162.12
Additional Concrete Removal over 8x4 RCB	327	LF	\$15.85	\$5,181.97
Add Remove Asphalt and Grade 673 -750		SY	\$11.50	\$8,625.00 7,739.50
Add Millings	150	Tons	\$12.00	\$1,800.00
Furnish and install flowable fill	1.5	CY	\$230.00	\$345.00
Deduct 3" Asphalt Pavement -673 -750		SY	\$16.65	-\$12,487.50 -11,205.46
Additional 6" Asphalt Pavement 673 -750		SY	\$37.57	\$28,173.75 25,284.61
Total:				\$28,925.34 27,241.24
Original Contract Amount	\$97,391.20			
Amount of this change request	-\$28,925.34 27,241.24			
New Contract Amount	\$126,316.54 124,632.44 (28% increase)			

L: 130099-180 CAD CIVIL 130099-180 PLN.DWG
LAYOUT: 02
BY: KJOHNSON
DATE: 7/20/2015
XREF DWG1: NONE
XREF DWG2: NONE
XREF DWG3: NONE
XREF DWG4: NONE



HOWE DRIVE @ 52ND STREET & 52ND TERRACE

NOTE:

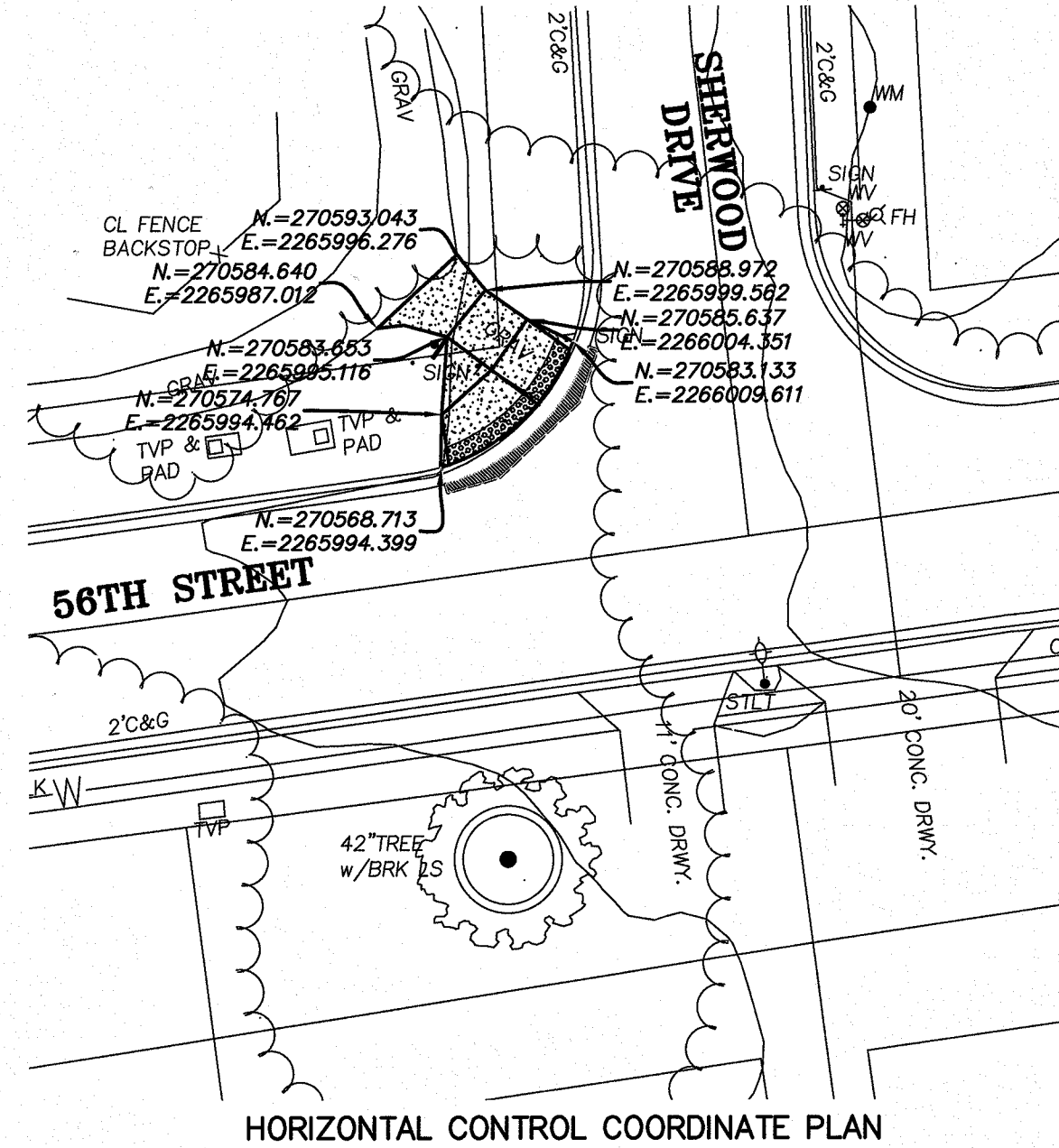
1. ALL PAVEMENT REMOVAL CONTRACTOR SHALL PROVIDE NEAT SAWED LINE FULL DEPTH PRIOR TO REMOVAL. SEE CURB REPLACEMENT DETAIL.

2015 STREET MAINTENANCE LEGEND

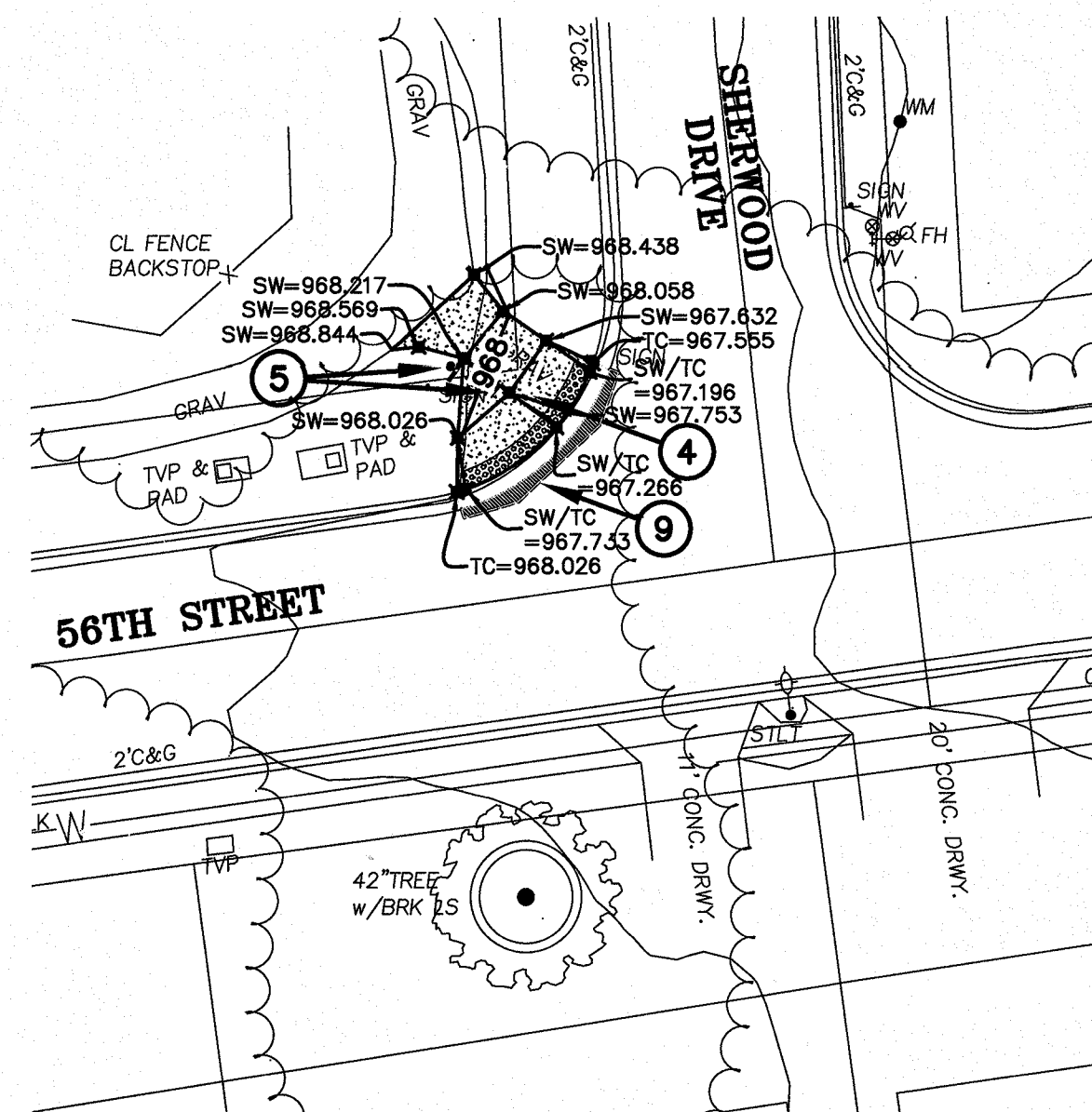
- DENOTES RECLAIMED ASPHALTIC CONCRETE PAVEMENT FULL DEPTH
- DENOTES ADA RAMP TRUNCATED DOMES

CONSTRUCTION NOTES:

1. CONST. 1856 S.Y. RECLAIMED ASPHALTIC CONCRETE ROADWAY PAVEMENT.
2. CONST. 104 S.Y. RECLAIMED ASPHALTIC CONCRETE ROADWAY PAVEMENT.
- 2A. CONST. 104 S.Y. RECLAIMED ASPHALTIC CONCRETE ROADWAY PAVEMENT.
3. ADJUST EXISTING MANHOLE RING & COVER TO BE FLUSH w/ NEW PAVEMENT.
4. CONST. 34 S.Y. ADA CONCRETE SIDEWALK RAMP - COMPLETE.
5. RELOCATE EXISTING SIGN.
6. ALL NON-PAVED DISTURBED AREAS SHALL BE SEEDDED w/ KENTUCKY 31 FESCUE (SEED CONSIDERED ACCEPTABLE WHEN 90% COVERAGE IS ATTAINED).
7. REMOVE 362 L.F. OF CONCRETE SLAB OVER EXISTING 48" STORM SEWER.
8. REMOVE 327 L.F. OF CONCRETE SLAB OVER EXISTING 96" STORM SEWER.
9. SAWCUT EXISTING PAVEMENT. REMOVE EXISTING PAVEMENT & CURB. CONST. 23 L.F. CURB REPLACEMENT PER DETAIL SHEET 3 USING SIDEWALK RAMP CURB.

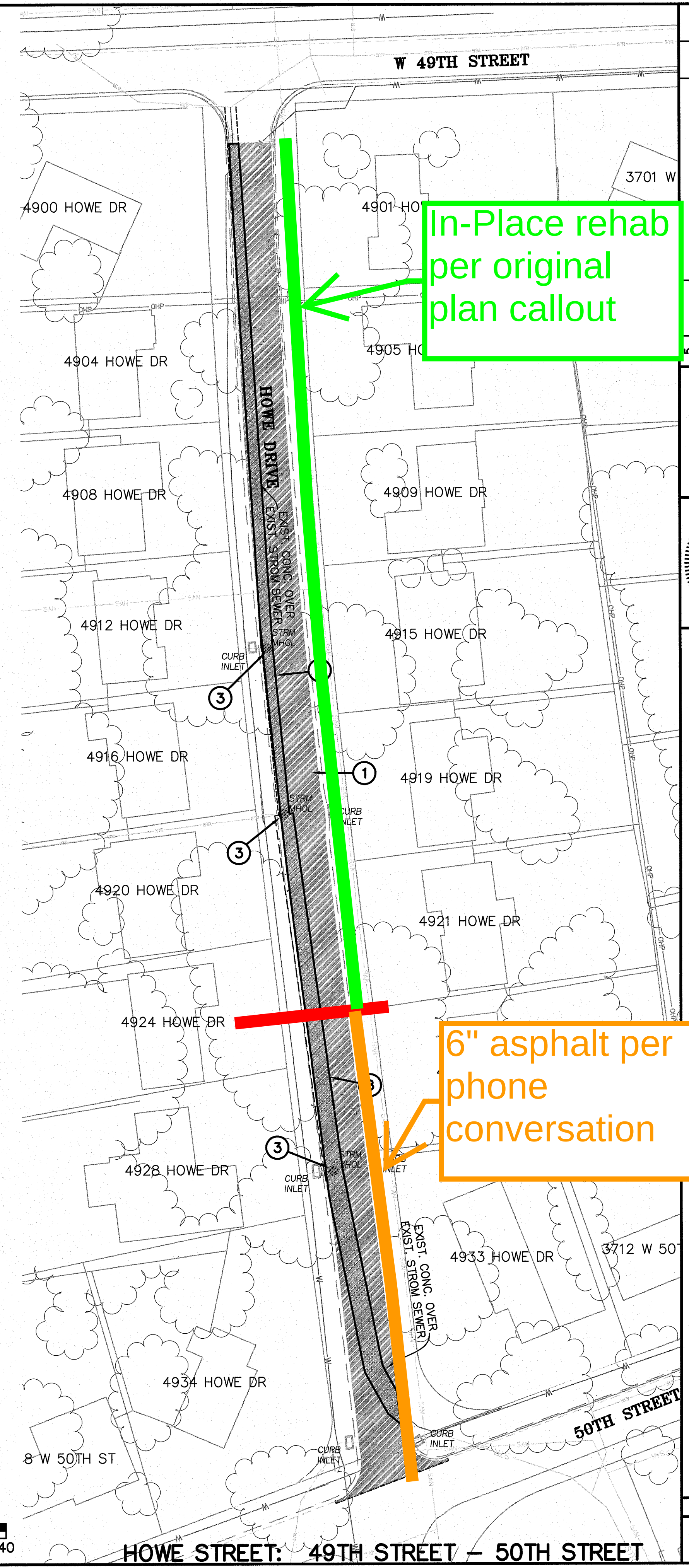


HORIZONTAL CONTROL COORDINATE PLAN



VERTICAL CONTROL ELEVATION PLAN

56TH STREET & SHERWOOD DRIVE



In-Place rehab
per original
plan callout

6" asphalt per
phone
conversation

130099-180 SHEET NO. 2 OF 3		2015 STREET & SIDEWALK MAINTENANCE PROGRAM CITY OF ROLAND PARK, KANSAS		HOWE DRIVE AND 56TH STREET @ SHERWOOD DRIVE		OFFICE LOCATIONS: Tulsa, OK Lenexa, KS Macon, MO North Kansas City, MO Horton, TX Holt, KS		SHAHER, KLINE & WARREN, INC. 11250 Corporate Avenue, Lenexa, KS 66219-1392 913/888-7800 FAX: 913/888-7868		DESIGNED BY: KLJ DRAWN BY: KLJ CHECKED BY: MVE ISSUE DATE: 05-20-15		REVISIONS NO. DATE		BY JAPPD	
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Item Number: Ordinances and Resolutions:- IX.-
 A.
Committee 10/19/2015
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 9/17/2015
Submitted By: Mike Flickinger, Building Inspector
Committee/Department: Admin
Title: **Ordinance 918 - AN ORDINANCE RELATING TO ZONING;
AMENDING AND REPEALING EXISTING SECTION 16-1425 OF
THE CODE OF THE CITY OF ROELAND PARK, KANSAS.**
Item Type: Ordinance

Recommendation:

To approve ordinance 918 AN ORDINANCE RELATING TO ZONING; AMENDING AND REPEALING EXISTING SECTION 16-1425 OF THE CODE OF THE CITY OF ROELAND PARK, KANSAS.

Details:

Review the Planning Commission's recommendation in Ordinance 918 to amend Chapter 16-425 regarding Yard Exceptions in the City Code of Ordinances to allow for covered front porches in Roeland Park. Also, recommend approval at an upcoming City Council meeting.

The Board of Zoning Appeals has recently received several requests to have covered front porches installed on homes in Roeland Park. The Planning Commission took up this issue to make these structures an allowable addition within the City Code. Covered front porches will encourage neighbors to spend time outside and interact with one another to enhance the community feel.

Below is the suggested revisions to the City Code to allow covered front porches.

Sec. 16-425. - Yard Exceptions—Required Yards.

(a)

Every part of a required yard shall be open from its lowest point to the sky unobstructed except for the ordinary projection of sills, belt courses, cornices, chimneys buttresses, ornamental features and eaves; provided however, that none of the above projections shall extend into a court more than six inches nor into a minimum yard more than 30 inches; and provided further that canopies or open porches having a roof area not exceeding 60 square feet may project a maximum of six feet into the required front or rear yard. Unenclosed decks not more than 30 inches above natural grade may extend into the rear yard to the same extent as a detached accessory building. For purposes of this section the height above natural grade shall be measured along the perimeter of the deck and shall not exceed 30 inches at any point. Patios, pools or similar structures which are at or below grade may be located in any side or rear yard area provided they are at least three feet from any property line.

PROPOSED:

Sec. 16-425. - Yard Exceptions—Required Yards.

(a) Every part of a required yard shall be open from its lowest point to the sky unobstructed except for the ordinary projection of sills, belt courses, cornices, chimneys buttresses, ornamental features and eaves; provided however, that none of the above projections shall extend into a court more than six inches nor into a minimum yard more than 30 inches.

(1) Canopies or open porches having a floor area projecting a maximum of eight feet (8') into the required front yard set-back and not extending more than the width of the structure's living area shall be allowed to be added on to single-family residential structures where there are no deed restrictions and where they meet the following criteria:

- a. The porch must be designed and finished with materials that match the existing house, including the roofing shingles, soffits, overhangs and cornices, as to appear that it was part of the original house;
- b. The covered porch shall be attached to the main house structure and may not exceed the width of the house, nor shall it be built in front of the garage;
- c. The roof pitch shall be a minimum of a 3/12 pitch. Can be reduced to 2/12 based on the shingle manufacturer's specifications;
- d. The covered porch shall remain open and free of any screening or glass that encloses the space; and,
- e. The covered porch shall have a defined access point(s) with an open decorative railing, plantings, or other built items around it that compliments the porch and house structure; the railing shall be no higher than 38 inches above the porch floor level and the minimum post size shall be at least 6" by 6" (6X6) in nominal dimensions.

(2) Patios, pools or similar structures which are at or below grade may be located in any side or rear yard area provided they are at least three feet from any property line.

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
☐ Ordinance 918	Cover Memo
☐ Front porch - existing	Backup Material
☐ Front Porch 120 sf, 3012 pitch	Backup Material
☐ Front porch - one side only	Backup Material
☐ Front porch - full	Backup Material

CITY OF ROELAND PARK, KANSAS
ORDINANCE NO. 918

AN ORDINANCE RELATING TO ZONING; AMENDING AND REPEALING EXISTING
SECTION 16-1425 OF THE CODE OF THE CITY OF ROELAND PARK, KANSAS.

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

SECTION 1. Existing Section 16-425 of the Code of the City of Roeland Park, Kansas is hereby amended to read as follows:

16-425 YARD EXCEPTIONS – REQUIRED YARDS.

- (a) Every part of a required yard shall be open from its lowest point to the sky unobstructed except for the ordinary projection of sills, belt courses, cornices, chimneys buttresses, ornamental features and eaves; provided however, that none of the above projections shall extend into a court more than six inches nor into a minimum yard more than 30 inches.
- (1) Canopies or open porches having a floor area projecting a maximum of eight feet (8') into the required front yard set-back and not extending more than the width of the structure's living area shall be allowed to be added on to single-family residential structures where there are no deed restrictions and where they meet the following criteria:
 - a. The porch must be designed and finished with materials that match the existing house, including the roofing shingles, soffits, overhangs and cornices, as to appear that it was part of the original house;
 - b. The covered porch shall be attached to the main house structure and may not exceed the width of the house, nor shall it be built in front of the garage;
 - c. The roof pitch shall be a minimum of a 3/12 pitch. Can be reduced to 2/12 based on the shingle manufacturer's specifications;
 - d. The covered porch shall remain open and free of any screening or glass that encloses the space; and,
 - e. The covered porch shall have a defined access point(s) with an open decorative railing, plantings, or other built items around it that compliments the porch and house structure; the railing shall be no higher than 38 inches above the porch floor level and the minimum post size shall be at least 6" by 6" (6X6) in nominal dimensions.

- (2) Patios, pools or similar structures which are at or below grade may be located in any side or rear yard area provided they are at least three feet from any property line.
- (b) In the case of corner lots or double frontage lots, the rules stated in subsection (a) of this Section shall be modified as follows:
 - (1) No accessory structure of any kind shall be built in a platted landscape easement.
 - (2) In the case of a double frontage lot or corner lot the rear yard of which abuts a collector or local street, no accessory structure of any kind shall be built closer than 15 feet to the street right-of-way.

SECTION 2. Existing Section 16-425 is hereby repealed.

SECTION 3. This ordinance shall take effect upon its publication in the official City newspaper.

PASSED by the City Council this 19th day of October, 2015. APPROVED by the Mayor.

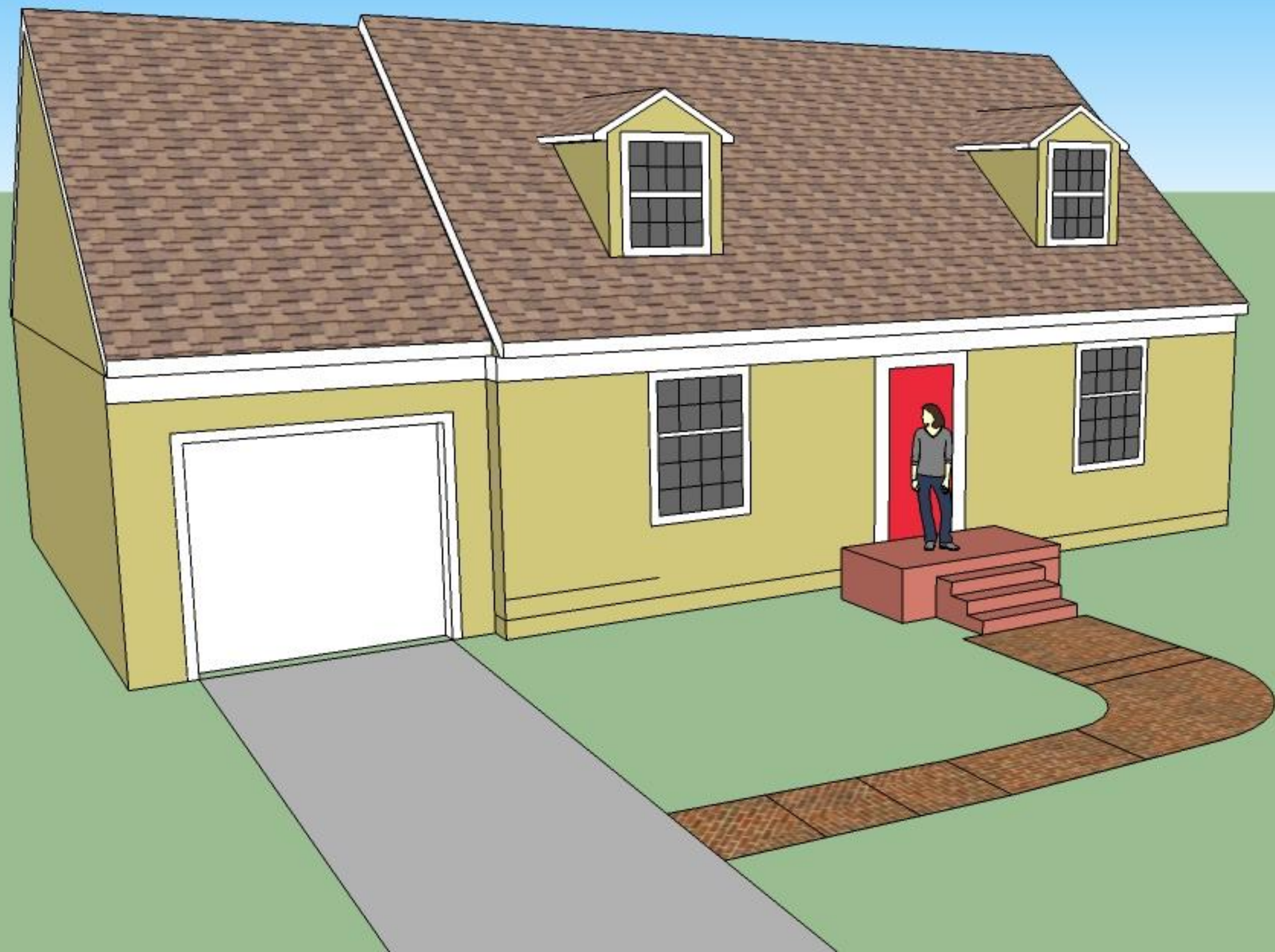
Joel Marquardt, Mayor

ATTEST:

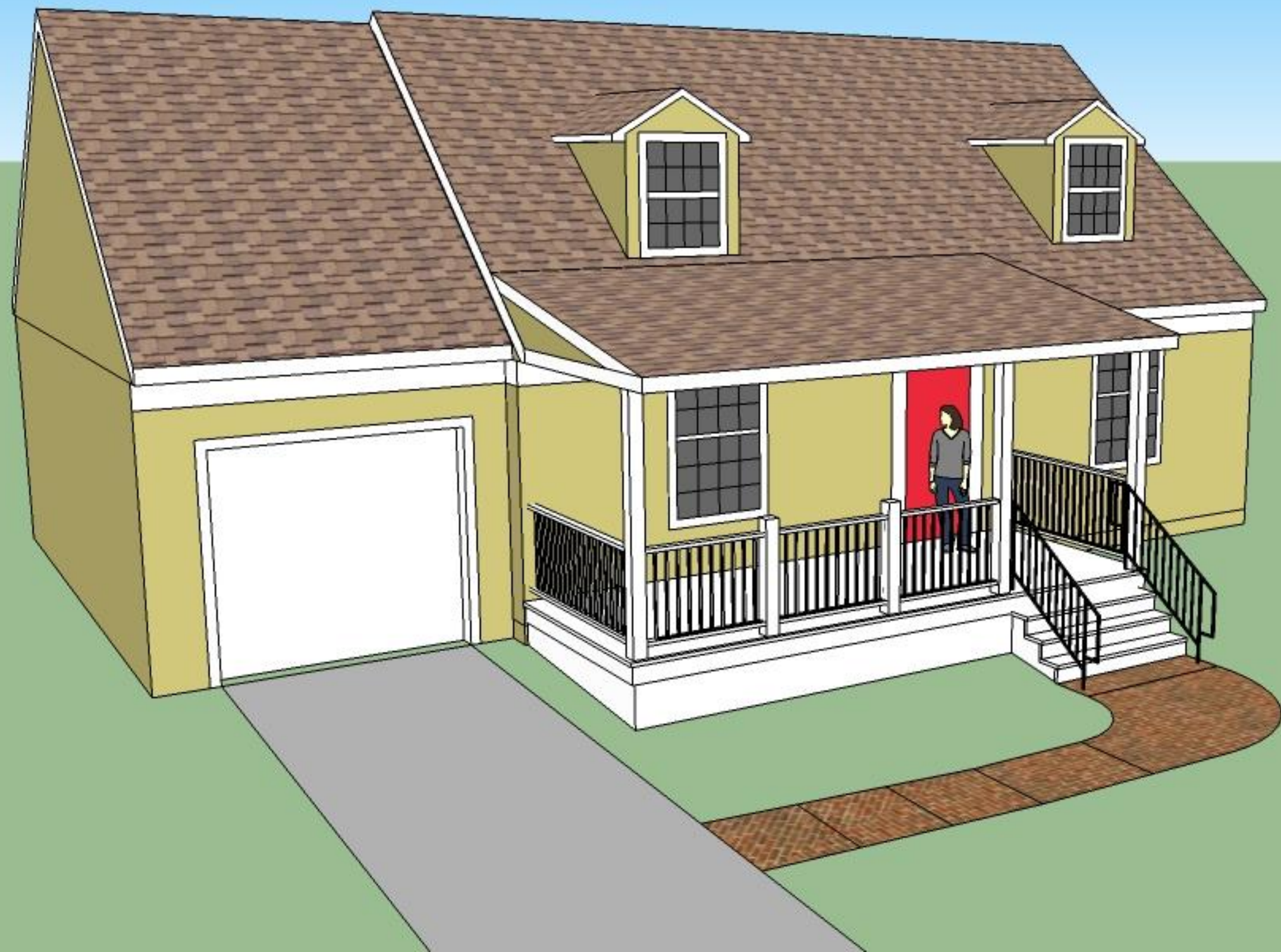
Kelley Bohon, City Clerk

APPROVED AS TO FORM

Neil R. Shortlidge, City Attorney









Item Number: Ordinances and Resolutions:- IX.-
 B.
Committee 10/19/2015
Meeting Date:



City of Roeland Park

Action Item Summary

Date:	9/17/2015
Submitted By:	Mike Flickinger
Committee/Department:	Admin
Title:	Ordinance 919 - AN ORDINANCE RELATING TO BUILDINGS AND CONSTRUCTION; AMENDING AND REPEALING EXISTING SECTIONS 4-1702 AND 4-1703 OF THE CODE OF THE CITY OF ROELAND PARK, KANSAS.
Item Type:	Ordinance

Recommendation:

To approve Ordinance 919 AN ORDINANCE RELATING TO BUILDINGS AND CONSTRUCTION; AMENDING AND REPEALING EXISTING SECTIONS 4-1702 AND 4-1703 OF THE CODE OF THE CITY OF ROELAND PARK, KANSAS.

To review Ordinance 919 and consider amending Chapter IV, Article XVII regarding the demolition or removal and moving of a structure.

Details:

During the public hearing on the Special Use Permit for the property at 47th and Mission, the Planning Commission discovered that the City Code did not have adequate language in place regarding site clean up after demolition. Ordinance 919 would amend Chapter 4 to include regulations on demolition.

While the Planning Commission typically only makes recommendations on the Zoning Code (Ch. 16), they wanted to suggest language on demolition for the Council to consider on an advisory basis. If the Council wishes to amend or change this language, it does not require two-thirds of the Governing Body to vote to change it as this is only a recommendation.

Below is the suggested new language.

Chapter IV – Article 17 **DEMOLITION OR REMOVAL AND MOVING OF A STRUCTURE**

Between Sec. 4-1701 and Sec. 4-1702

Demolition Permit Required.

No person shall demolish, in part or in whole, any building or structure having a floor area of 125 or more square feet in the City without first obtaining a permit issued by the Building Official.

Demolition Permit; Application, Permit Fees.

All applications for permits to demolish any building or other structure described in [section 4-1701](#) shall be made to the Building Official and such application shall state and be in compliance with the following procedures:

- a) Complete and submit a demolition permit application form and along with the associated fees.
- b) Submit a Letter of Consent from Owner or Certificate of Ownership. The applicant, if other than the owner, shall file with the application a written statement or bill of sale signed by the owner, or other sufficient evidence that he or she is entitled to conduct the demolition.
- c) Provide a letter, where applicable, signed by the property owner stating that the building(s), structure(s) and/or lot are free of any legal entanglements and that all taxes, liens, and any city charges against the same are paid in full.
- d) Provide a legal description of the property.
- e) Provide a complete scope of work and a floor plan for interior (only) demolition.
- f) Provide a site plan indicating the location of the building, pool or structure to be demolished and where utilities will be capped.
- g) Provide letters (electronic communications are acceptable) from all utility agencies verifying that all utilities have been disconnected, i.e. gas, water, electric, sewer and communication lines. A letter from Johnson County Wastewater is required if a septic system is involved.
- h) Provide a Certificate of Insurance demonstrating evidence of satisfactory Commercial General Liability Insurance. Coverage to be in the amounts no less than \$500,000 for bodily injury and property damage per occurrence.
- i) For commercial structure demolition (only). Provide a copy of any required notice to the Kansas Department of Health and Environment.
- j) For commercial structure demolition (only). Provide a hazardous material inspection report.
- k) Provide a letter signed by the permit applicant indicating when the demolition is to start along with an estimated completion date (must be within 30 days of the start date) including as agreement that:
 1. The original foundation will be demolished. Any in-ground structures will have their bottoms broken apart; walls pushed in; and, covered with a minimum of 24 inches of soil.
 2. All excavations will be filled to grade.
 3. If any open foundation or excavation is left overnight it shall be surrounded with a 4-foot high safety fence until it is filled to grade.
 4. All debris will be cleared to return the site to a safe and sanitary condition within 30 days.

Note: The site is to be seeded and left in a condition that can be mowed with no ponding of water. The City Building Inspector, Public Works Director and City Administrator will need to approve of the finished site conditions.
 5. Erosion and sediment control measures shall be put in place as needed and remain in place until vegetation has been established.

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
 919 Ordinance - Revised	Ordinance

CITY OF ROELAND PARK, KANSAS
ORDINANCE NO. 919

AN ORDINANCE RELATING TO BUILDINGS AND CONSTRUCTION; AMENDING AND
REPEALING EXISTING SECTIONS 4-1702 AND 4-1703 OF THE CODE OF THE CITY OF
ROELAND PARK, KANSAS.

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

SECTION 1. The title of Article 17 of Chapter IV of the Code of the City of Roeland Park, Kansas is hereby changed to "DEMOLITION OR REMOVAL AND MOVING OF A STRUCTURE."

SECTION 2. Existing Section 4-1702 of the Code of the City of Roeland Park, Kansas is hereby amended to read as follows:

4-1702. DEMOLITION PERMITS.

- (a) No person shall demolish, in whole or in part, any building or structure in the City having a floor area of 125 or more square feet without first obtaining a permit issued by the Building Official.
- (b) All applications for permits to demolish any building or other structure described in [Section 4-1701](#) shall be made to the Building Official and such application shall state and be in compliance with the following procedures:
 - (1) Complete and submit a demolition permit application form and along with the associated fees.
 - (2) Submit a letter of consent from the owner of the property or a Certificate of Ownership. The applicant, if other than the owner, shall file with the application a written statement or bill of sale signed by the owner, or other sufficient evidence that he or she is entitled to conduct the demolition.
 - (3) Provide a letter, where applicable, signed by the property owner stating that the building(s), structure(s) and/or lot are free of any legal entanglements and that all taxes, liens, and any city charges against the same are paid in full.
 - (4) Provide a legal description of the property.
 - (5) Provide a complete scope of work and a floor plan for interior (only) demolition.

- (6) Provide a site plan indicating the location of the building, pool or structure to be demolished and where utilities will be capped.
- (7) Provide letters (electronic communications are acceptable) from all utility agencies verifying that all utilities have been disconnected, i.e. gas, water, electric, sewer and communication lines. A letter from Johnson County Wastewater is required if a septic system is involved.
- (8) Provide a Certificate of Insurance demonstrating evidence of satisfactory Commercial General Liability Insurance. Coverage to be in the amounts no less than \$500,000 for bodily injury and property damage per occurrence.
- (9) For commercial structure demolition only: provide a copy of any required notice to the Kansas Department of Health and Environment.
- (10) For commercial structure demolition only: provide a hazardous material inspection report.
- (11) Provide a letter signed by the permit applicant indicating when the demolition is to start along with an estimated completion date (must be within 30 days of the start date) including as agreement that:
 - (A) The original foundation and other surface improvements shall be demolished including but not limited to removal of concrete slabs, accessory sidewalks, accessory structures, parking lots, etc. Any in-ground structures will have their bottoms and walls removed. All manufactured materials must be removed from the site.
 - (B) All excavations will be filled to grade. The site must be returned to a proper grade using clean fill covered with a minimum of 24 inches of soil. All fill must be clean and is considered clean if the material is limited to uncontaminated soil, rock, stone, dredged material, used asphalt, and brick, block or concrete from construction and demolition activities that is separate from other waste and recognizable as such.

(C) If any open foundation or excavation is left overnight it shall be surrounded with a 4-foot high safety fence until it is filled to grade.

(D) All debris will be cleared to return the site to a safe and sanitary condition within 30 days.

Note: The site is to be seeded and left in a condition that can be mowed with no ponding of water. The City Building Inspector, Public Works Director and City Administrator will need to approve of the finished site conditions.

(E) Erosion and sediment control measures shall be put in place as needed and remain in place until vegetation has been established.

SECTION 3. Existing Section 4-1703 of the Code of the City of Roeland Park, Kansas is hereby amended to read as follows:

4-1703. MOVING PERMITS.

- (a) No person shall move any building or structure having a floor area of 100 or more square feet, upon, across, or over any highway, street, alley or sidewalk in the City without first obtaining a permit issued by the Building Official.
- (b) All applications for permits to move buildings or other structures described in section 4-1701 shall be made to the Building Official and such application shall state and be in compliance with the following procedures:
 - (1) The dimensions of the building or structure as to length, width and height at its highest point when loaded for moving.
 - (2) The definite description of the building or structure proposed to be moved giving street number, construction materials, dimensions in square feet, number of rooms and condition of exterior and interior.
 - (3) The plot plan to scale with legal description of the lot from which the building is to be moved, giving the lot number, block number and subdivision, if located within the City.

- (4) The plot plan to scale with the legal description of the lot to which it is proposed such building be removed, giving lot number, block number and subdivision, if located within the City.
- (5) The day and hour when the moving is to commence and length of time of the move. In no event will a moving be allowed on a Saturday or Sunday or a holiday unless specifically allowed by the chief Building Official and the Chief of Police.
- (6) The highways, streets, alleys or sidewalks over, along, or across which the building or structure is proposed to be moved.
- (7) The application shall be made not less than seven calendar days prior to the commencement of the moving and shall be accompanied by a fee of \$250.00 made payable to the City Clerk.
- (8) The application must include copies of written notice that have been given by the applicant to the owners of adjacent lots and to the owners of wires or other facilities, whenever same will affect the public utilities located within the City limits, should a permit be granted for the removal of building or structure.
- (9) The application of the building or structure to be moved shall file with the application sufficient evidence that the building or structure and lot from which it is to be moved are free of any entanglements and that all taxes and any City charges against the owner are paid in full. Applicant shall furnish a certificate of liability insurance for personal and property damage in a minimum amount of \$100,000 injury each person, \$300,000 each occurrence, and \$50,000 property damage.
- (10) The applicant, if other than the owner, shall file with the application a written statement or bill of sale signed by the owner, or other sufficient evidence, that he or she is entitled to move the building or structure.

SECTION 4. Existing Sections 4-1702 and 4-1703 of the Code of the City of Roeland Park, Kansas are hereby repealed.

SECTION 5. This ordinance shall take effect upon its publication in the official City newspaper.

PASSED by the City Council this 21st day of September, 2015. APPROVED by the Mayor.

Joel Marquardt, Mayor

ATTEST:

Kelley Bohon, City Clerk

APPROVED AS TO FORM

Neil R. Shortlidge, City Attorney

Item Number: Ordinances and Resolutions:- IX.-
C.
Committee Meeting Date: 10/19/2015



City of Roeland Park

Action Item Summary

Date: 9/17/2015
Submitted By: Mark Pentz, Interim City Administrator
Committee/Department: Admin.
Title: **Ordinance 921 - AN ORDINANCE RELATING TO STRUCTURES UNFIT FOR HUMAN USE AND HABITATION; AMENDING AND REPEALING EXISTING SECTIONS 8-604 AND 8-606 OF THE CODE OF THE CITY OF ROELAND PARK, KANSAS.**
Item Type: Ordinance

Recommendation:

To approve Ordinance 921 AN ORDINANCE RELATING TO STRUCTURES UNFIT FOR HUMAN USE AND HABITATION; AMENDING AND REPEALING EXISTING SECTIONS 8-604 AND 8-606 OF THE CODE OF THE CITY OF ROELAND PARK, KANSAS.

Staff recommends that the Committee of the Whole move Ordinance No. 921 to the 9/21 City Council meeting for consideration.

Details:

This Ordinance amendment addresses a code enforcement issue that came up last summer and because of heavy agendas has been deferred until now. During an enforcement action related to a structure that may have been unfit for human use and habitation, the City Attorney determined that Sections 8-604 and 8-606 of Article 6. Chapter VII Health and Welfare of the City Code contained wording that was not in line with State law. While the discrepancies are not extensive they need to be addressed. Attached you will find a copy of Sections 8-604 and 8-606 showing the track changes made by the City Attorney to bring the City's Code into compliance. Also, attached you will find a copy of proposed Ordinance No. 921 that if adopted, will enact the changes.

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
 Ordinance 921	Cover Memo

CITY OF ROELAND PARK, KANSAS
ORDINANCE NO. 921

AN ORDINANCE RELATING TO STRUCTURES UNFIT FOR HUMAN USE AND
HABITATION; AMENDING AND REPEALING EXISTING SECTIONS 8-604 AND 8-606
OF THE CODE OF THE CITY OF ROELAND PARK, KANSAS.

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

SECTION 1. Existing Section 8-604 of the Code of the City of Roeland Park, Kansas, is hereby amended to read as follows:

8-604. DETERMINATION THAT STRUCTURES ARE UNFIT. Procedural requirements for determining that structures are unfit for human use or habitation shall be as follows:

(a) Whenever a petition is filed with the public officer by at least five residents of the City charging that any structure is unfit for human use or habitation, or whenever it appears to the public officer, on his or her own motion, that any structure is unfit for human use or habitation, he or she shall, if his or her preliminary investigation discloses a basis for such charges, issue and cause to be served upon the owner, every mortgagee of record and all parties in interest in such structure (including persons in possession) a complaint stating the charges in that respect. Such complaint shall contain a notice that a hearing will be held before the public officer or his or her designated agent at a place therein fixed not less than 10 days nor more than 30 days after the serving of the complaint; that the owner, mortgagee and parties in interest shall have the right to file an answer to the complaint and to appear in person, or otherwise, and give testimony at the place and time fixed in the complaint; and that the rules of evidence prevailing in courts of law or equity shall not be controlling in hearings before the public officer.

(b) If, after notice and hearing, the public officer determines that the structure under consideration is unfit for human use or habitation he or she shall state in writing his or her findings of facts in support of such determination and shall issue and cause to be served upon the owner thereof an order which:

(1) If the repair, alteration, or improvement of the structure can be made at a reasonable cost in relation to the value of the structure, which shall not exceed 50% of the replacement value of such structure, the owner of the property shall, within the time specified in the order, repair, alter, or improve such structure to render it fit for human use or habitation or shall vacate and close the structure until conformance with this Article is met; or

(2) If the repair, alteration, or improvement of the structure cannot be made at a cost less than 50% of the replacement value of the structure, the owner shall, within the time specified in the order, remove or demolish such structure.

(c) If the owner fails to comply with an order to repair, alter, or improve or to vacate and close the structure within 30 days from the date of such order, the public officer shall file with the Governing Body his or her written report of his or her proceedings and orders which shall be reviewed by the Governing Body at its next regular meeting. Upon approval of the report and proceedings by the Governing

Body, the public officer may cause such structure to be repaired, altered or improved, or to be vacated and closed.

(d) If the owner fails to comply with an order to remove or demolish the structure within 30 days from the date of such order, the public officer shall file with the Governing Body his or her written report of his or her proceedings and orders which shall be reviewed by the Governing Body at its next regular meeting. Upon approval of the report by the Governing Body, the public officer may cause such structure to be removed or demolished.

(e) The amount of the cost of repairs, alterations, improvements, or vacating and closing, or removal or demolition by the public officer shall be a lien against the real property upon which such cost was incurred. Such lien shall include allowance of the public officer's costs and the necessary attorney's fees and may be foreclosed in judicial proceedings in the manner provided or authorized by law for loans secured by liens on real property. In lieu of foreclosure, the costs, including the public officer's costs, may be assessed as a special assessment against the lot or parcel of land on which the structure was located, in which case the City Clerk, at the time of certifying other City taxes, shall certify the unpaid portion of the aforesaid costs and the county clerk shall extend the same on the tax rolls of the county against the lot or parcel of land. If the structure is removed or demolished by the public officer, the public officer shall sell the materials of such structure and shall credit the proceeds of such sale against the cost of the removal or demolition. If there is any balance remaining, it shall be paid to the parties entitled thereto as determined by proper judicial proceeding instituted by the public officer after deducting the costs of such judicial proceedings, including necessary attorney's fees incurred therein, as determined by the court.

SECTION 2. Existing Section 8-606 of the Code of the City of Roeland Park, Kansas, is hereby amended to read as follows:

8-606. SERVICE OF COMPLAINTS OR ORDERS. Complaints or orders issued by the public officer pursuant to this Article shall be served upon persons either personally or by registered or certified mail, but if the whereabouts of such persons is unknown and cannot be ascertained by the public officer in the exercise of reasonable diligence, and the public officer shall make an affidavit to that effect, then the serving of such complaint or order upon such persons may be made by publishing the same once in the official City newspaper. A copy of such complaint or order shall be posted in a conspicuous place on the premises affected by the complaint or order. A copy of such complaint or order shall also be filed with the clerk of the District Court of Johnson County, Kansas, and such filing of the complaint or order shall have the same force and effect as other *lis pendens* notices provided by law.

SECTION 3. Existing Sections 8-604 and 8-606 of the Code of the City of Roeland Park, Kansas are hereby repealed.

SECTION 4. This ordinance shall take effect upon its publication in the official City newspaper.

PASSED by the City Council this 19th day of October, 2015. APPROVED by the Mayor.

Joel Marquardt, Mayor

ATTEST:

Kelley Bohon, City Clerk

APPROVED AS TO FORM

Neil R. Shortlidge, City Attorney