

**AGENDA**  
**CITY OF ROELAND PARK, KANSAS**  
**CITY COUNCIL MEETING**  
**ROELAND PARK**  
**Roeland Park City Hall - 4600 W 51st St**  
**June 15, 2015 7:00 PM**

Pledge of Allegiance  
Roll Call  
Modification of Agenda

**I. Consent Agenda**

*All matters listed within the Consent Agenda are considered to be routine, and will be enacted by one motion of the council with no separate discussion. If separate discussion is desired on an item, from either the Governing Body or from the audience, that item may be removed from the Consent Agenda and placed on the Regular Agenda.*

- A. Appropriation Ordinance # 881
- B. City Council Minutes April 20, 2015
- C. City Council Minutes May 4, 2015
- D. Ad Hoc Development Group
- E. 2015 Fireworks Contract
- F. RFP for Abatement Mowing Services
- G. Task Order for Stormwater Replacement 2015
- H. Ordinance 913 AN ORDINANCE GRANTING TO UNITE PRIVATE NETWORKS, LLC A CONTRACT FRANCHISE TO CONSTRUCT, OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM IN THE CITY OF ROELAND PARK, KANSAS AND PRESCRIBING THE TERMS OF SAID CONTRACT FRANCHISE.

**II. Business From the Floor**

**A. Applications / Presentations**

- 1. AT&T Presentation Request
- 2. Susan Roberts – Animal Variance Request
- 3. Eric Schmitt – Peddlers License Request
- 4. Shea Geist – Park and Tree Committee Update

**B. Citizens Comments**

*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.*

1. Linda Mau – Council Business

### **III. Mayor's Report**

- A. Economic Development Update
- B. 5k Update Horizon Academy - Run Canceled
- C. Caring for Kids brief

### **IV. Standing Committees / Committee Reports**

- B. **Admin**
- C. **Finance**
- D. **Safety**
- E. **Public Works**

### **V. Reports of City Liaisons**

- A. JoCo Parks & Rec Pool Advisory Board (Becky Fast, JoAnna Rush and Jan Grebe)
- B. NE Animal Control (Sheri McNeil and Ryan Kellerman)
- C. Shawnee Indian Mission (Bill Art)

### **VI. Unfinished Business**

- A. RFP Public Works Lights

### **VII. New Business**

- A. 47th and Mission parking configuration request and temporary parking extension
- B. Selection of a Drinking Fountain at R Park
- C. Council Major Training Discussion
- D. Remote Meeting Participation Policy
- E. Amendment to Cooperation Agreement with Johnson County pertaining to CDBG and HOME Programs

### **VIII. Ordinances and Resolutions:**

- A. ORDINANCE 912 - AN ORDINANCE AMENDING THE ZONING AND SUBDIVISION REGULATIONS OF THE CITY OF ROELAND PARK, KANSAS; AMENDING AND REPEALING EXISTING SECTION 16-613 OF THE CODE OF THE CITY OF ROELAND PARK, KANSAS; ADDING A NEW SECTION 16-614 TO THE CODE OF THE CITY OF ROELAND PARK, KANSAS
- B. Ordinance 914 - AN ORDINANCE GRANTING TO LEVEL 3 COMMUNICATIONS, LLC, A CONTRACT FRANCHISE TO

CONSTRUCT, OPERATE AND MAINTAIN A  
TELECOMMUNICATIONS SYSTEM IN THE CITY OF ROELAND  
PARK, KANSAS AND PRESCRIBING THE TERMS OF SAID  
CONTRACT FRANCHISE.

**IX. Reports of City Officials:**

- A. City Administrator Report**
- B. City Attorney Report**
- C. City Clerk Report**

**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](http://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.***

Item Number: Consent Agenda- I.-A.

Committee Meeting Date: 6/15/2015



## City of Roeland Park Action Item Summary

Date:

Submitted By:

Committee/Department:

Title: Appropriation Ordinance # 881

Item Type:

### Recommendation:

### Details:

#### Financial Impact

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

#### Additional Information

### ATTACHMENTS:

Description

Type

📎 Appropriation Ordinance 881

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*

Thursday, June 11, 2015

## **Appropriation Ordinance - 06/11/2015 - #881**

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 15th day of June, 2015.

Attest:

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City Clerk

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Mayor

|                                      |           |                   |
|--------------------------------------|-----------|-------------------|
| <b>Total Appropriation Ordinance</b> | <b>\$</b> | <b>439,930.50</b> |
|--------------------------------------|-----------|-------------------|

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

## Appropriation Ordinance - 06/11/2015 - #881

| Vendor                                  | Dept | Acct #   | Description                         | Invoice Description                   | Amount        | Check /EFT |            |
|-----------------------------------------|------|----------|-------------------------------------|---------------------------------------|---------------|------------|------------|
|                                         |      |          |                                     |                                       |               | Chk #      | Date       |
| A-1 Sewer & Septic Service              | 106  | 5214.106 | Other Contracted Services           | Invoice: 6/4/15 /                     | \$ 917.50     | 64517      | 7/5/1902   |
| Advantage Computer                      | 103  | 5814.103 | Computer Software                   | Invoice: 35040 /                      | \$ 950.00     | 64518      | 8/7/1902   |
| Airgas USA, LLC                         | 106  | 5214.106 | Other Contracted Services           | Invoice: 9927604141 / cylinder rental | \$ 77.70      | 64519      | 3/17/1900  |
| American Fidelity Assurance             | 101  | 2052.101 | Supplemental Insurance Payable      | Invoice: B312365 /                    | \$ 829.06     | 64471      | 4/8/1902   |
| American Municipal Services             | 103  | 5209.103 | Professional Services               | Invoice: 24989 /                      | \$ 6.20       | 64520      | 1/6/1900   |
| Anderson Rental                         | 106  | 5318.106 | Tools                               | Invoice: 198098 /                     | \$ 67.12      | 64472      | 3/7/1900   |
| KC Metro APWA                           | 106  | 5206.106 | Travel Expense & Training           | Invoice: 8241 REGISTRATION /          | \$ 40.00      | 64444      | 2/9/1900   |
| Automatic Door Systems                  | 101  | 5210.101 | Maintenance & Repair Building       | Invoice: 102152 /                     | \$ 110.00     | 64521      | 4/19/1900  |
| Automated Information Mapping System    | 106  | 5306.106 | Materials                           | Invoice: 24686 /                      | \$ 156.00     | 64522      | 6/4/1900   |
| Barnhart Security & Alarm, Inc.         | 106  | 5210.106 | Maintenance & Repair Building       | Invoice: 596 /                        | \$ 75.00      | 64473      | 3/15/1900  |
| Benfer Enterprises LLC                  | 102  | 5260.102 | Vehicle Maintenance                 | Invoice: 1 /                          | \$ 311.32     | 64496      | 11/6/1900  |
| Bernie Electric Wholesale, Inc.         | 106  | 5210.106 | Maintenance & Repair Building       | Invoice: S1000300007001 /             | \$ 28.64      | 64445      | 1/28/1900  |
| <b>Black &amp; McDonald</b>             | 680  | 5214.68  | Other Contractual Services          | Invoice: 76561007 /                   | \$ 139,159.52 | 64446      | 12/31/2280 |
| Black & McDonald                        | 680  | 5214.68  | Other Contractual Services          | Invoice: 76566081 /                   | \$ 2,750.35   | 64497      | 7/12/1907  |
| Black & McDonald                        | 101  | 5120.101 | Street Light Repair And Maintenance | Invoice: 76566207 /                   | \$ 1,737.40   | 64523      | 10/2/1904  |
| Blue Sky Cleaners                       | 102  | 5224.102 | Laundry Service                     | Invoice: 5/31/15 /                    | \$ 277.05     | 64498      | 10/3/1900  |
| Blue Valley Tractor & Supply            | 106  | 5211.106 | Maintenance & Repair Equipment      | Invoice: 44496 /                      | \$ 301.88     | 64447      | 10/27/1900 |
| Blue Valley Tractor & Supply            | 106  | 5211.106 | Maintenance & Repair Equipment      | Invoice: 45810 / mower parts          | \$ 188.73     | 64474      | 12/14/1900 |
| Blue Valley Tractor & Supply            | 106  | 5211.106 | Maintenance & Repair Equipment      | Invoice: 45725 / mower parts          | \$ 161.02     | 64474      |            |
| Breeden Holdings, LLC                   | 102  | 5260.102 | Vehicle Maintenance                 | Invoice: 1015541 /                    | \$ 40.00      | 64448      | 2/9/1900   |
| Breeden Holdings, LLC                   | 102  | 5260.102 | Vehicle Maintenance                 | Invoice: 1015701 / spare tires mount  | \$ 35.00      | 64475      | 2/4/1900   |
| Breeden Holdings, LLC                   | 102  | 5260.102 | Vehicle Maintenance                 | Invoice: 1015955 /                    | \$ 25.00      | 64499      | 1/25/1900  |
| Breeden Holdings, LLC                   | 102  | 5260.102 | Vehicle Maintenance                 | Invoice: 1015962 / car 23             | \$ 45.00      | 64524      | 9/29/1900  |
| Breeden Holdings, LLC                   | 106  | 5260.106 | Vehicle Maintenance                 | Invoice: 1015850 /                    | \$ 228.49     | 64524      |            |
| BWI- Springfield                        | 106  | 5320.106 | Grounds Maintenance                 | Invoice: 13012413 /                   | \$ 520.00     | 64476      | 6/3/1901   |
| C & G Rubber Stamp, Inc.                | 101  | 5301.101 | Office Supplies                     | Invoice: 106426 /                     | \$ 25.00      | 64477      | 1/25/1900  |
| City Of Lenexa                          | 105  | 5206.105 | Travel Expense & Training           | Invoice: 6/3/15 LUNCHEON /            | \$ 34.00      | 64449      | 2/3/1900   |
| Occupational Health Centers of the SW I | 106  | 5207.106 | Medical Expense & Drug Testing      | Invoice: 1008824743 /                 | \$ 127.00     | 64450      | 5/6/1900   |
| Occupational Health Centers of the SW I | 106  | 5207.106 | Medical Expense & Drug Testing      | Invoice: 1008856925 /                 | \$ 254.00     | 64525      | 1/15/1901  |
| Occupational Health Centers of the SW I | 106  | 5207.106 | Medical Expense & Drug Testing      | Invoice: 1008846827 /                 | \$ 127.00     | 64525      |            |
| Consolidated Communications             | 101  | 5202.101 | Telephone & Internet                | Invoice: 5/9/15 /                     | \$ 1,347.78   | 64451      | 9/8/1903   |
| Johnny on the Spot                      | 106  | 5320.106 | Grounds Maintenance                 | Invoice: 371962 /                     | \$ 130.60     | 64478      | 10/7/1900  |
| Johnny on the Spot                      | 106  | 5320.106 | Grounds Maintenance                 | Invoice: 371961 /                     | \$ 150.60     | 64478      |            |
| Director of Accounts & Reports          | 101  | 5213.101 | Audit Fees                          | Invoice: 2014 AUDIT REPORT /          | \$ 150.00     | 64500      | 5/29/1900  |
| E-M Sales                               | 106  | 5304.106 | Janitorial Supplies                 | Invoice: 5/22/15 /                    | \$ 92.00      | 64479      | 4/1/1900   |

|                                        |     |                                                 |                                              |    |           |       |            |
|----------------------------------------|-----|-------------------------------------------------|----------------------------------------------|----|-----------|-------|------------|
| Ensz & Jester, P.C.                    | 101 | 5215.101 City Attorney                          | Invoice: 5/20/15 / city atty                 | \$ | 1,900.00  | 64480 | 3/14/1905  |
| Everlasting Sign Art                   | 360 | 5504.360 Machinery & Auto Equipment             | Invoice: 13726 / equip. reserve              | \$ | 520.00    | 64452 | 6/3/1901   |
| Moffett Ferguson                       | 101 | 5408.101 Miscellaneous Charges                  | CK32137 Invoice: 4/22-5/2/15 HYVE/HOB / s    | \$ | 314.78    | 32137 | 11/9/1900  |
| Michael Flickinger                     | 104 | 5206.104 Travel Expense & Training              | Invoice: 5/14/15 BOLINGS /                   | \$ | 16.31     | 64453 | 4/15/1900  |
| Michael Flickinger                     | 104 | 5206.104 Travel Expense & Training              | Invoice: 5/26-5/29/15 TRAVEL /               | \$ | 90.00     | 64453 |            |
| Fry & Associates, Inc.                 | 450 | 5763.450 Skateboard Park Maintenance            | Invoice: 27808 /                             | \$ | 3,949.00  | 64455 | 10/23/1910 |
| Golconda Group LLC                     | 450 | 5763.450 Skateboard Park Maintenance            | Invoice: 1 /                                 | \$ | 32,879.40 | 64456 | 1/6/1990   |
| Government Finance Officers Associatio | 101 | 5405.101 Dues, Subscriptions & Books            | Invoice: 164246 5/16/15 /                    | \$ | 170.00    | 64501 | 6/18/1900  |
| Hendrick Chevrolet                     | 106 | 5260.106 Vehicle Maintenace                     | Invoice: 290218CVW /                         | \$ | 257.74    | 64481 | 9/13/1900  |
| Johnson County Wastewater              | 106 | 5201.106 Electric, Gas, Sewer & Water           | Invoice: 1838/3179/7699 5/15 / wastewater c  | \$ | 105.87    | 64457 | 4/14/1900  |
| Kansas City Board of Public Utilities  | 101 | 5121.101 Franchise Exps-Stop Light/Traffic Sig. | Invoice: 2834 5/26/15 /                      | \$ | 30.17     | 64502 | 1/30/1900  |
| KCP & L                                | 101 | 5201.101 Electric, Gas, Sewer & Water           | Invoice: 5/28/15 MULTIPLE / electric charges | \$ | 1,728.01  | 64503 | 1/27/1906  |
| KCP & L                                | 106 | 5201.106 Electric, Gas, Sewer & Water           | Invoice: 5/28/15 MULTIPLE / electric charges | \$ | 491.12    | 64503 |            |
| KCP & L                                | 101 | 5201.101 Electric, Gas, Sewer & Water           | Invoice: 1275 6/5/15 / electric charges      | \$ | 1,627.13  | 64526 | 6/14/1904  |
| Teresa Kelly                           | 101 | 5408.101 Miscellaneous Charges                  | Invoice: 5/30/15 COUNCIL MEMB /              | \$ | 17.37     | 64504 | 1/17/1900  |
| Kansas Gas Service                     | 101 | 5201.101 Electric, Gas, Sewer & Water           | Invoice: 1745/7836 5/14/15 / gas charges     | \$ | 93.78     | 64458 | 6/3/1900   |
| Kansas Gas Service                     | 106 | 5201.106 Electric, Gas, Sewer & Water           | Invoice: 1745/7836 5/14/15 / gas charges     | \$ | 61.89     | 64458 |            |
| Kansas One-Call System, Inc.           | 101 | 5120.101 Street Light Repair And Maintenance    | Invoice: 5050444 /                           | \$ | 217.00    | 64527 | 8/4/1900   |
| Kansas State Treasurer                 | 103 | 5228.103 Fees Due State of Kansas               | Invoice: MAY 15 COURT REV / state fees       | \$ | 1,655.00  | 64528 | 7/12/1904  |
| Landscape Forms, Inc.                  | 101 | 4760.101 Community Events Sponsorship           | Invoice: 71675 /                             | \$ | 17,835.88 | 64505 | 10/29/1948 |
| Landscape Forms, Inc.                  | 106 | 5320.106 Grounds Maintenance                    | Invoice: 71755 /                             | \$ | 200.00    | 64529 | 7/18/1900  |
| Lanmarx Graphix..                      | 106 | 5308.106 Clothing & Uniforms                    | Invoice: 999266 /                            | \$ | 61.30     | 64530 | 3/1/1900   |
| Lathrop & Gage, LLP                    | 101 | 5216.101 Special Prosecutor Fees                | Invoice: 1688664 /                           | \$ | 290.00    | 64531 | 10/16/1900 |
| League of Kansas Municipalities        | 108 | 5206.108 Travel Expense & Training              | Invoice: 151378 / training                   | \$ | 160.00    | 64459 | 6/8/1900   |
| The Legal Record                       | 101 | 5204.101 Legal Printing                         | Invoice: L54471 /                            | \$ | 8.50      | 64482 | 1/8/1900   |
| The Legal Record                       | 101 | 5204.101 Legal Printing                         | Invoice: L54554 /                            | \$ | 77.80     | 64506 | 4/16/1900  |
| The Legal Record                       | 101 | 5204.101 Legal Printing                         | Invoice: L54553 /                            | \$ | 29.29     | 64506 |            |
| Liftoff, LLC                           | 101 | 5214.101 Other Contracted Services              | CK32136 Invoice: 866/868 /                   | \$ | 10,226.56 | 32136 | 12/30/1927 |
| Lowe's Business Acct./GEMB             | 290 | 5210.29 Maintenace & Repair Building            | Invoice: 1760 6/12/15 /                      | \$ | 97.62     | 64483 | 1/27/1902  |
| Lowe's Business Acct./GEMB             | 106 | 5211.106 Maintenace & Repair Equipment          | Invoice: 1760 6/12/15 /                      | \$ | 1.39      | 64483 |            |
| Lowe's Business Acct./GEMB             | 106 | 5211.106 Maintenace & Repair Equipment          | Invoice: 1760 6/12/15 /                      | \$ | 43.29     | 64483 |            |
| Lowe's Business Acct./GEMB             | 106 | 5304.106 Janitorial Supplies                    | Invoice: 1760 6/12/15 /                      | \$ | 31.29     | 64483 |            |
| Lowe's Business Acct./GEMB             | 106 | 5304.106 Janitorial Supplies                    | Invoice: 1760 6/12/15 /                      | \$ | 30.36     | 64483 |            |
| Lowe's Business Acct./GEMB             | 106 | 5304.106 Janitorial Supplies                    | Invoice: 1760 6/12/15 /                      | \$ | 73.98     | 64483 |            |
| Lowe's Business Acct./GEMB             | 106 | 5306.106 Materials                              | Invoice: 1760 6/12/15 /                      | \$ | 35.37     | 64483 |            |
| Lowe's Business Acct./GEMB             | 106 | 5306.106 Materials                              | Invoice: 1760 6/12/15 /                      | \$ | 14.78     | 64483 |            |
| Lowe's Business Acct./GEMB             | 106 | 5318.106 Tools                                  | Invoice: 1760 6/12/15 /                      | \$ | 51.26     | 64483 |            |
| Lowe's Business Acct./GEMB             | 106 | 5318.106 Tools                                  | Invoice: 1760 6/12/15 /                      | \$ | 60.61     | 64483 |            |

|                                       |     |                                            |                                          |    |           |       |            |
|---------------------------------------|-----|--------------------------------------------|------------------------------------------|----|-----------|-------|------------|
| Lowe's Business Acct./GEMB            | 106 | 5320.106 Grounds Maintenance               | Invoice: 1760 6/12/15 /                  | \$ | 18.98     | 64483 |            |
| Lowe's Business Acct./GEMB            | 106 | 5320.106 Grounds Maintenance               | Invoice: 1760 6/12/15 /                  | \$ | 60.76     | 64483 |            |
| Lowe's Business Acct./GEMB            | 106 | 5320.106 Grounds Maintenance               | Invoice: 1760 6/12/15 /                  | \$ | 79.76     | 64483 |            |
| Lowe's Business Acct./GEMB            | 106 | 5320.106 Grounds Maintenance               | Invoice: 1760 6/12/15 /                  | \$ | 159.52    | 64483 |            |
| MCGladrey LLP                         | 101 | 5213.101 Audit Fees                        | Invoice: M4596868301 /                   | \$ | 5,100.00  | 64507 | 12/17/1913 |
| Midwest Public Risk                   | 107 | 5126.107 Health Insurance                  | Invoice: B00RPT / health insurance       | \$ | 22,170.37 | 64484 | 9/11/1960  |
| Midwest Public Risk                   | 101 | 5401.101 Insurance & Surety Bonds          | Invoice: 2015060112 /                    | \$ | 33,539.37 | 64532 | 6/9/2002   |
| Midwest Public Risk                   | 290 | 5427.29 Property Tax Payments              | Invoice: 2015060112 /                    | \$ | 3,877.00  | 64532 |            |
| Moss Printing                         | 106 | 5306.106 Materials                         | Invoice: 6232 /                          | \$ | 225.00    | 64533 | 8/12/1900  |
| Nationwide Retirement Solutions       | 101 | 2060.101 Section 457 Employee Payable      | Invoice: 5/21/15 /                       | \$ | 1,195.32  | 64460 | 4/9/1903   |
| Nationwide Retirement Solutions       | 101 | 2060.101 Section 457 Employee Payable      | Invoice: 6/4/15 /                        | \$ | 1,229.65  | 64508 | 5/13/1903  |
| Northeast Johnson Cty. Chamber of Con | 105 | 5206.105 Travel Expense & Training         | Invoice: 19068 /                         | \$ | 70.00     | 64461 | 11/5/1900  |
| Northeast Johnson Cty. Chamber of Con | 106 | 5206.106 Travel Expense & Training         | Invoice: 19068 /                         | \$ | 35.00     | 64461 |            |
| Northeast Johnson Cty. Chamber of Con | 108 | 5206.108 Travel Expense & Training         | Invoice: 19068 /                         | \$ | 105.00    | 64461 |            |
| Northeast Johnson Cty. Chamber of Con | 101 | 5407.101 Public Relations                  | Invoice: 19097 /                         | \$ | 100.00    | 64461 |            |
| Nextel Communications                 | 102 | 5202.102 Telephone & Internet              | Invoice: 503261523134 / phone/data p.d.  | \$ | 44.15     | 64462 | 2/13/1900  |
| Nu-Life Laboratories, Inc.            | 101 | 5304.101 Janitorial Supplies               | Invoice: 42987 /                         | \$ | 89.99     | 64463 | 3/29/1900  |
| Purchase Power                        | 101 | 5205.101 Postage & Mailing Permits         | Invoice: 5/20/15 / postal charges        | \$ | 639.85    | 64509 | 9/30/1901  |
| Praxair Distribution Inc              | 106 | 5214.106 Other Contracted Services         | Invoice: 52713162 / cylinder rental      | \$ | 24.55     | 64485 | 1/24/1900  |
| Balls Food Stores                     | 108 | 5402.108 Mayor Expenses                    | Invoice: 619409 / mayors luncheon        | \$ | 101.68    | 64464 | 7/13/1900  |
| Balls Food Stores                     | 108 | 5402.108 Mayor Expenses                    | Invoice: 619410 / mayors luncheon        | \$ | 94.06     | 64464 |            |
| Balls Food Stores                     | 101 | 5408.101 Miscellaneous Charges             | Invoice: 619426 /                        | \$ | 45.67     | 64510 | 10/2/1900  |
| Balls Food Stores                     | 101 | 5408.101 Miscellaneous Charges             | Invoice: 619424 /                        | \$ | 17.99     | 64510 |            |
| Balls Food Stores                     | 101 | 5408.101 Miscellaneous Charges             | Invoice: 619431 /                        | \$ | 212.95    | 64510 |            |
| Balls Food Stores                     | 101 | 5408.101 Miscellaneous Charges             | Invoice: 619434 /                        | \$ | 205.84    | 64534 | 7/23/1900  |
| Principal Life                        | 107 | 5126.107 Health Insurance                  | Invoice: 5/17/15 / health insurance      | \$ | 811.15    | 64486 | 3/21/1902  |
| Wex Bank                              | 104 | 5302.104 Motor Fuels & Lubricants          | Invoice: 40926719 / fuel chgs/codes & pw | \$ | 84.20     | 64465 | 3/21/1902  |
| Wex Bank                              | 106 | 5302.106 Motor Fuels & Lubricants          | Invoice: 40926719 / fuel chgs/codes & pw | \$ | 727.27    | 64465 |            |
| Wex Bank                              | 102 | 5302.102 Motor Fuels & Lubricants          | Invoice: 41093285 / fuel charges p/d     | \$ | 1,843.38  | 64511 | 1/16/1905  |
| Regal Awards                          | 103 | 5408.103 Miscellaneous Charges             | Invoice: 44886 / court seal              | \$ | 20.00     | 64487 | 1/20/1900  |
| Rejis Commission                      | 102 | 5214.102 Other Contracted Services         | Invoice: INV0042002 /                    | \$ | 204.20    | 64488 | 7/22/1900  |
| Riteway Maintenance & Supply, LLC     | 101 | 5214.101 Other Contracted Services         | Invoice: 13994 / cleaning                | \$ | 920.00    | 64512 | 7/8/1902   |
| Roll Easy Door Co.                    | 106 | 5210.106 Maintenace & Repair Building      | Invoice: 90798 /                         | \$ | 197.76    | 64535 | 7/15/1900  |
| Roeland Park Community Foundation     | 101 | 4787.101 RP Community Foundation Donations | Invoice: 5/2/15 ART /                    | \$ | 20.00     | 64466 | 1/20/1900  |
| George Schlegel                       | 101 | 5230.101 Art Commissioner                  | Invoice: CHECKJUN /                      | \$ | 100.00    | 64494 | 4/9/1900   |
| Shafer, Kline & Warren, Inc.          | 270 | 5209.27 Professional Services              | Invoice: 5/11-5/12/15 INVOICE /          | \$ | 10,864.82 | 64489 | 9/28/1929  |
| Shawnee Mission Ford, Inc.            | 102 | 5260.102 Vehicle Maintenace                | Invoice: C55940 /                        | \$ | 204.39    | 64513 | 7/22/1900  |
| Jennifer L. Shipman                   | 103 | 5209.103 Professional Services             | Invoice: 243201505 /                     | \$ | 150.00    | 64490 | 5/29/1900  |

|                                       |     |                                              |                                           |    |           |       |           |
|---------------------------------------|-----|----------------------------------------------|-------------------------------------------|----|-----------|-------|-----------|
| Staples Business Advantage            | 102 | 5301.102 Office Supplies                     | Invoice: 8034310665 /                     | \$ | 19.86     | 64467 | 6/29/1900 |
| Staples Business Advantage            | 105 | 5301.105 Office Supplies                     | Invoice: 8034310665 /                     | \$ | 3.75      | 64467 |           |
| Staples Business Advantage            | 101 | 5304.101 Janitorial Supplies                 | Invoice: 8034310665 /                     | \$ | 158.07    | 64467 |           |
| Stinson Leonard Street                | 101 | 5215.101 City Attorney                       | Invoice: 30103442-3448 /                  | \$ | 8,008.33  | 64536 | 12/3/1921 |
| Strasser True Value                   | 106 | 5306.106 Materials                           | Invoice: 166458 /                         | \$ | 111.24    | 64537 | 5/10/1900 |
| Strasser True Value                   | 106 | 5320.106 Grounds Maintenance                 | Invoice: 166458 /                         | \$ | 20.40     | 64537 |           |
| Suburban Lawn & Garden                | 106 | 5320.106 Grounds Maintenance                 | Invoice: 502731/502820 /                  | \$ | 201.19    | 64538 | 7/19/1900 |
| Deborah Sweeney                       | 101 | 5214.101 Other Contracted Services           | Invoice: 6458 / transcription             | \$ | 185.75    | 64468 | 7/3/1900  |
| Town & Country Disposal               | 101 | 5272.101 Solid Waste Contract                | Invoice: 58240 / solid waste              | \$ | 34,493.52 | 64491 | 6/8/1994  |
| University of Kansas                  | 102 | 5206.102 Travel Expense & Training           | Invoice: LE15034637392I /                 | \$ | 140.00    | 64469 | 5/19/1900 |
| University of Kansas                  | 102 | 5206.102 Travel Expense & Training           | Invoice: LE15034637447I /                 | \$ | 140.00    | 64514 | 5/19/1900 |
| US BANK                               | 102 | 5206.102 Travel Expense & Training           | Invoice: MORRIS 5/25/15 /                 | \$ | 350.00    | 64539 | 1/15/1906 |
| US BANK                               | 105 | 5206.105 Travel Expense & Training           | Invoice: OTTO 5/25/15 /                   | \$ | 25.00     | 64539 |           |
| US BANK                               | 106 | 5206.106 Travel Expense & Training           | Invoice: LEON 5/25/15 /                   | \$ | 29.81     | 64539 |           |
| US BANK                               | 102 | 5260.102 Vehicle Maintenance                 | Invoice: MORRIS 5/25/15 /                 | \$ | 28.37     | 64539 |           |
| US BANK                               | 101 | 5301.101 Office Supplies                     | Invoice: BOHON 5/25/15 /                  | \$ | 27.11     | 64539 |           |
| US BANK                               | 105 | 5301.105 Office Supplies                     | Invoice: BOHON 5/25/15 /                  | \$ | 22.26     | 64539 |           |
| US BANK                               | 106 | 5320.106 Grounds Maintenance                 | Invoice: LEON 5/25/15 /                   | \$ | 234.00    | 64539 |           |
| US BANK                               | 106 | 5321.106 Tree Maintenance                    | Invoice: WISDOM 5/25/15 /                 | \$ | 357.48    | 64539 |           |
| US BANK                               | 101 | 5407.101 Public Relations                    | Invoice: OTTO 5/25/15 /                   | \$ | 68.54     | 64539 |           |
| US BANK                               | 101 | 5408.101 Miscellaneous Charges               | Invoice: BOHON 5/25/15 /                  | \$ | 54.83     | 64539 |           |
| US BANK                               | 101 | 5408.101 Miscellaneous Charges               | Invoice: BOHON 5/25/15 /                  | \$ | 153.88    | 64539 |           |
| US BANK                               | 101 | 5408.101 Miscellaneous Charges               | Invoice: OTTO 5/25/15 /                   | \$ | 18.39     | 64539 |           |
| US BANK                               | 101 | 5408.101 Miscellaneous Charges               | Invoice: OTTO 5/25/15 /                   | \$ | 19.66     | 64539 |           |
| US BANK                               | 101 | 5408.101 Miscellaneous Charges               | Invoice: LEON 5/25/15 /                   | \$ | 153.68    | 64539 |           |
| US BANK                               | 101 | 5408.101 Miscellaneous Charges               | Invoice: OTTO 5/25/15 /                   | \$ | 308.00    | 64539 |           |
| US BANK                               | 101 | 5813.101 Computer System R&M                 | Invoice: BOHON 5/25/15 /                  | \$ | 356.80    | 64539 |           |
| USIC Locating Services, LLC           | 101 | 5120.101 Street Light Repair And Maintenance | Invoice: 124082 /                         | \$ | 6,125.00  | 64492 | 10/7/1916 |
| Verizon Wireless                      | 102 | 5202.102 Telephone & Internet                | Invoice: 9746193649 / phone/data p.d.     | \$ | 240.20    | 64515 | 8/27/1900 |
| Water District No 1 of Johnson County | 106 | 5201.106 Electric, Gas, Sewer & Water        | Invoice: 5/22/15 MULTIPLE /               | \$ | 422.95    | 64493 | 2/25/1901 |
| Water District No 1 of Johnson County | 106 | 5201.106 Electric, Gas, Sewer & Water        | Invoice: 5/26/15 MULTIPLE / water charges | \$ | 91.97     | 64516 | 3/31/1900 |
| Shiloh Wells                          | 104 | 5206.104 Travel Expense & Training           | Invoice: 5/26-5/29/15 TRAVEL /            | \$ | 90.00     | 64470 | 3/30/1900 |
| Shiloh Wells                          | 104 | 5206.104 Travel Expense & Training           | Invoice: 6/2/15 TRAVEL /                  | \$ | 10.00     | 64540 | 1/10/1900 |
| Forte                                 | 101 | 5214.101 Other Contracted Services           | EFT#6/1/15 Invoice: 5/31/15 ALL ACCOUNT   | \$ | 74.93     |       |           |
| Forte                                 | 101 | 5214.101 Other Contracted Services           | EFT#6/2/15 Invoice: 6/2/15 COURT WEB /    | \$ | 96.25     |       |           |
| Forte                                 | 101 | 5214.101 Other Contracted Services           | EFT#6/2/15 Invoice: 6/2/15 ADMIN /        | \$ | 10.45     |       |           |
| Forte                                 | 101 | 5214.101 Other Contracted Services           | EFT#6/2/15 Invoice: 6/2/15 ADMIN WEB /    | \$ | 12.81     |       |           |
| Forte                                 | 101 | 5214.101 Other Contracted Services           | EFT#6/2/15 Invoice: 6/2/15 COURT /        | \$ | 10.45     |       |           |

|                                |     |                                            |                                    |    |           |
|--------------------------------|-----|--------------------------------------------|------------------------------------|----|-----------|
| KPERS                          | 101 | 2040.101 KPERS Accrued Employee            | EFT#5/22/15 Invoice: 5/22/15 /     | \$ | 1,530.50  |
| KPERS                          | 107 | 5123.107 KPERS City Contribution           | EFT#5/22/15 Invoice: 5/22/15 /     | \$ | 2,634.99  |
| KPF                            | 101 | 2045.101 KP&F Employee Withholding Payable | EFT#5/22/15 Invoice: 5/22/15 /     | \$ | 2,050.81  |
| KPF                            | 107 | 5131.107 KP&F City Contribution            | EFT#5/22/15 Invoice: 5/22/15 /     | \$ | 6,126.58  |
| Kansas State Treasurer         | 450 | 5602.45 Interest Bonds                     | EFT#5/20/2015 Invoice: 5/20/2015 / | \$ | 10,630.00 |
| Kansas State Treasurer         | 200 | 5610.2 Interest Bonds (2008-A Issue)       | EFT#5/20/2015 Invoice: 5/20/2015 / | \$ | 12,693.75 |
| Kansas State Treasurer         | 101 | 5615.101 Bond Interest 2014-1              | EFT#5/20/2015 Invoice: 5/20/2015 / | \$ | 7,556.25  |
| Kansas State Treasurer         | 200 | 5645.2 Interest Bonds (2012-1)             | EFT#5/20/2015 Invoice: 5/20/2015 / | \$ | 11,802.50 |
| Kansas State Treasurer         | 200 | 5841.2 Interest Bonds (2011-2)             | EFT#5/20/2015 Invoice: 5/20/2015 / | \$ | 18,048.75 |
| Miller Management Systems, LLC | 101 | 5214.101 Other Contracted Services         | Invoice: EFTJUN /                  | \$ | 1,462.00  |

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\$ 439,930.50

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Item Number: Consent Agenda- I.-B.

Committee Meeting Date: 6/15/2015



## City of Roeland Park Action Item Summary

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Date:

Submitted By:

Committee/Department:

Title: City Council Minutes April 20, 2015

Item Type:

### Recommendation:

### Details:

#### Financial Impact

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

#### Additional Information

### ATTACHMENTS:

Description

Type

04202015 Council Minutes

Cover Memo

**CITY COUNCIL MEETING MINUTES**  
**Roeland Park City Hall**  
**4600 W 51st Street, Roeland Park, KS 66205**  
**Monday, April 20, 2015, 7:00 P.M.**

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

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

- Aaron Otto, 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; all members were present.

**I. CONSENT AGENDA**

1. Appropriation Ordinance #879
2. City Council Minutes December 15, 2014
3. City Council Minutes February 16, 2015
4. City Council Minutes March 16, 2015
5. City Council Minutes March 30, 2015

**MOTION:** CMBR GLINIECKI MOVED, SECONDED BY CMBR GUNBY, TO REMOVE THE CITY COUNCIL MINUTES FOR MARCH 30, 2015, FROM THE AGENDA FOR FURTHER DISCUSSION. (MOTION PASSES 8-0).

**MOTION:** CMBR FAST MOVED, SECONDED BY CMBR KELLY TO APPROVE THE CONSENT AGENDA. (MOTION PASSES 8-0)

***Discussion of March 30, 2015 City Council minutes.***

CMBR Gliniecki stated there was no request for verbatim portions of the minutes during the March 30<sup>th</sup> meeting, that his verbal response was not shown and there was too much filler language. CMBR Gunby also stated she did not agree with verbatim minutes being requested outside of a meeting as this lacks transparency and adds an additional cost for their production.

City Administrator Otto stated that there were several requests made outside of the meeting for the verbatim portions. Mr. Otto also stated that CMBR Gliniecki's affirmative vote was recorded in the poll of the Council, but his actual statement was inadvertently omitted and will be added.

**MOTION:** CMBR GLINIECKI MOVED, SECONDED BY CMBR GUNBY, TO APPROVE THE CITY COUNCIL MINUTES OF MARCH 30, 2015, WITH THE MODIFICATIONS. (MOTION PASSES 8-0)

**II. BUSINESS FROM THE FLOOR**

**A. APPLICATIONS/PRESENTATIONS**

Mayor Marquardt presented CMBRS Gunby, England and Gliniecki with plaques commemorating their years of service and hard work on the City Council serving the citizens of Roeland Park.

## **B. SWEARING IN OF COUNCILMEMBERS**

### **Becky Fast, Ward I**

City Clerk Bohon administered the oath of office to CMBR Fast as Councilwoman for Ward I.

CMBR Fast stated it was an honor and a privilege to serve the Ward I citizens and thanked her family and friends for their support. She also expressed her appreciation for the help and support from Strategic Planning Chairman Tom Madigan.

### **Tim Janssen, Ward II**

City Clerk Bohon administered the oath of office to newly-elected Councilmember Tim Janssen who will be serving Roeland Park as a Ward II Councilman.

CMBR Janssen commented that he was looking forward to serving the City.

### **Erin Thompson, Ward III**

City Clerk Bohon administered the oath of office to newly-elected Ward III Councilwoman Erin Thompson.

### **Michael Poppa, Ward IV**

City Clerk Bohon administered the oath of office to newly-elected Councilman Michael Poppa who will be representing Ward IV.

CMBR Poppa thanked the outgoing Councilmembers for their service and that he was looking forward to working with the members of the Governing Body.

Mayor Marquardt congratulated the new Councilmembers, which was followed by a round of applause by all in attendance at the meeting.

## **C. CITIZENS' COMMENTS**

Tom Madigan directed his comments to the property at 47<sup>th</sup> and Mission and a 48-hour deadline previously imposed by the Council to put up barriers to make the parking lot safe.

## **III. MAYOR'S REPORT**

### **A. Proclamations**

1. Bike Month (Teresa Kelly and Becky Fast)

CMBR Kelly read into the record declaring the month of May as "Bike Month."

**MOTION:** CMBR KELLY MOVED, SECONDED BY CMBR MCNEIL TO APPROVE MAY 2015 AS BIKE MONTH IN THE CITY OF ROELAND PARK. (MOTION PASSES 8-0)

2. Municipal Clerks Week (Michael Rhoades and Becky Fast)

CMBR Rhoades read into the record the Municipal Clerks Week Proclamation.

**MOTION:** CMBR RHOADES MOVED, SECONDED BY CMBR KELLY, TO APPROVE MAY 3 THROUGH MAY 9, 2015, AS MUNICIPAL CLERKS WEEK IN THE CITY OF ROELAND PARK. (MOTION PASSES 8-0)

3. National Police Week (Sheri McNeil and Michael Rhoades)

CMBR McNeil read into the record the National Police Week Proclamation.

Mayor Marquardt thanked Police Chief Morris for the work the Police Department provides the City.

**MOTION:** CMBR MCNEIL MOVED, SECONDED BY CMBR KELLY, TO APPROVE MAY 10 THROUGH MAY 16, 2015, AS NATIONAL POLICE WEEK IN THE CITY OF ROELAND PARK. (MOTION PASSES 8-0)

4. National Public Works Week (Becky Fast and Michael Rhoades)

CMBR Fast read into the record the Proclamation for National Public Works Week. She also recognized David Mootz, former Public Works Director, for his years of service to the City, and expressed her appreciation for the new Public Works Director Jose Leon.

**MOTION:** CMBR FAST MOVED, SECONDED BY CMBR RHOADES, TO APPROVE MAY 17 THROUGH MAY 23, 2015, AS NATIONAL PUBLIC WORKS WEEK IN THE CITY OF ROELAND PARK. (MOTION PASSES 8-0)

**B. COUNCIL PRESIDENT ELECTION TIMELINE**

Mayor Marquardt noted that at the May 11 meeting preliminary nominations for a Council President will be made with final nominations and a vote scheduled for the May 18<sup>th</sup> meeting.

CMBR Kellerman asked for a clarification of the nomination process and inquired if an interim president was needed. Mayor Marquardt stated past policy has been to select an interim president at each meeting, and that he will ask for a nomination before the meeting begins.

**IV. STANDING COMMITTEES/COMMITTEE REPORTS**

- A. ADMIN
- B. FINANCE
- C. SAFETY
- D. PUBLIC WORKS

*There were no Committee Reports given.*

**V. REPORTS OF CITY LIAISONS-**

*There were no reports given.*

**VI. UNFINISHED BUSINESS**

*There was no Unfinished Business to report*

**VII. NEW BUSINESS**

**A. COUNCIL RETREAT**

City Administrator Otto said that in the past Council retreats have been facilitated either by the Mayor, the City Administrator or from an outside vendor. Previous Council discussion has been to bring someone in to facilitate the retreat, which will focus on the process of the group, what they perceive as their role and the role of the Council. It was believed that a four-hour retreat on a Saturday would be ideal.

There was Council discussion as to a date and CMBR Fast suggested a Doodle poll to help determine the date for the retreat to which City Administrator Otto said he would create. CMBR Thompson noted the LKM conference for newly elected officials will be held on May 16.

**MOTION:** CMBR KELLY MOVED, SECONDED BY CMBR MCNEIL, TO APPROVE AN AGREEMENT WITH THE NOVAK GROUP TO PROVIDE A COUNCIL RETREAT. (MOTION PASSES 8-0)

#### **B. DISCUSSION ON NEXT QUARTERLY COMMUNITY FORUM**

CMBR Rhoades stated he has been meeting with Tom Madigan who will present the Strategic Plan at the next Community Forum. CMBR Rhoades asked for input from the Governing Body if the topic should be limited to the strategic plan and budget items or if the meeting should be opened up to other topics. City Administrator Otto believed the strategic planning portion would be what was presented to the Council previously, noting that forums usually last 1-1½ hours, and any remaining time could be a preview of things upcoming in the City or to bring awareness to something. It was also anticipated that the Mayor would bring updates on the East Cloverleaf and the 4700 Roe pool site.

CMBR Kelly stated she had contacted CMBR Rhoades through e-mail to make a public presentation regarding Roeland Park's participation in the Mid-America Regional Council Community for All Ages program. One of the components of the program is community outreach. She added that she would like ten minutes after the strategic plan presentation to bring awareness of the program to the forum attendees.

Mr. Tom Madigan, Strategic Planning Committee Chair, addressed the Governing Body stating his plan was to have five individuals discuss the points of the five different goals. He would also like to have the Mayor speak to the residents about what has already been accomplished so that the citizens understand that this is not a project starting from zero. He also wants to remind the citizens the strategic plan items are budgetary and would like support from the residents. After the presentation he would open the meeting to Q&A as his goal is to give as much time as the citizenry needs to speak. CMBR Fast felt that the topics were important enough to have their own forum and they could be held more frequently than quarterly. CMBR Kelly stated she would like to set a date for a community forum after the budget session with the topic of Community for All Ages, but would still like to make a brief presentation if time allows at the upcoming forum.

There was general agreement among the Governing Body to the presentation of budget and strategic planning topics to be presented at the Community Forum with a Q&A.

#### **C. APPOINTMENTS**

1. Jennifer Gunby, Community Events Committee

CMBR Kellerman inquired of the process of being nominated for a committee. City Administrator Otto stated that under the "I Want To..." section of the City's website, then "Volunteer" allows individuals submit information to be nominated for a committee. The information is given to the Committee chair and the person applying will be contacted.

**MOTION:** CMBR KELLY MOVED, SECONDED BY CMBR POPPA, TO APPOINT JENNIFER GUNBY TO THE COMMUNITY EVENTS COMMITTEE. (MOTION PASSES 8-0)

2. Marek Gliniecki, Arts Committee

**MOTION:** CMBR MCNEIL MOVED, SECONDED BY CMBR FAST, TO APPOINT MAREK GLINIECKI TO THE ARTS COMMITTEE. (MOTION PASSES 8-0)

#### **D. SURPLUS PROPERTY**

**MOTION:** CMBR FAST MOVED, SECONDED BY CMBR KELLY, TO DECLARE THE FOLLOWING ITEMS AS SURPLUS PROPERTY:

- LARGE CONFERENCE ROOM TABLE
  - 2010 FORD CROWN VICTORIA / POLICE VEHICLE (BLACK & WHITE)
  - 2007 FORD CROWN VICTORIA / POLICE VEHICLE (MAROON)
- (MOTION PASSES 8-0)

**VIII. ORDINANCES AND RESOLUTIONS:**

**IX. REPORTS OF CITY OFFICIALS:**

**A CITY ADMINISTRATOR REPORT**

**1. 2014 Annual Report**

City Administrator Otto reported that KCP&L has donated a second street light pole to the City for R Park which will be utilized as a flag pole. Black & McDonald installed the pole and has also purchased the pulley system for the flag. Thank you cards were presented for signature by the Governing Body to be sent to KCP&L and Black & McDonald.

Upcoming events in Roeland Park:

4/21 at 6 p.m. Redevelopment Committee meeting with the owner of 47<sup>th</sup> and Mission who has brought forth a concept plan for the property.

7 p.m. Planning Commission meeting.

4/27 at 6 p.m. Review the schedule for the upcoming budget discussions.

5/6 Completion of New Council Orientation.

City Administrator Otto offered an update on the 47<sup>th</sup> & Mission property stating that the owner has made efforts to improve the safety on the site and dealing with debris from the demolition. Jersey barriers have been put in place in parts of the lot which reimbursement to the City still needs to be made. The owner of the property has reported that more barriers are on order. Front tire back stops have also been installed in places on the lot, which reimbursement will also be made to the City for these items. Grass is to be planted on portions of the lot and areas have been patched. The owner has also submitted a concept plan for two variations of food trucks on the site along with a parking strategy. After meeting with the Redevelopment Committee on April 21, a special use permit would need to be requested followed by presentation to the Planning Commission and back to the Governing Body. This activity is scheduled within a 90-day timeline.

Starting April 27<sup>th</sup> Black & McDonald will begin replacing the high pressure sodium streetlights with the new 300+/- LED street lights. The work is scheduled to take several weeks to complete.

Mr. Otto present the 2014 City Administrator's Annual Report. He gave credit to City staff for compiling the information and recognized the many hours put in by the Governing Body authorizing, budgeting, and giving of themselves into all the accomplishments of the City for the past year. The report will be posted on the website for review.

Some highlights of the report is the City received for the 20<sup>th</sup> year a Certificate of Achievement for Financial Reporting. Two new Councilmembers, Rhoades and Kellerman, were welcomed to the Council. He also noted the effects of the Emerald Ash Borer as well as the arrival of Google Fiber. The Community Events Committee hosted the first City-wide block party which was very well received. Also of note is the City Code book updates were completed for the first time in eight years and new building codes that were adopted met with national standards. Staff was asked to define their mission which was put on the RICTER scale, Respect, Integrity, Creativity, Teamwork,

Excellence and Responsibility with staff articulating where they see themselves when working with and serving the residents and customers of Roeland Park. Mr. Otto said the Governing Body should be very proud of the folks working on behalf of the citizens and the Council as they work under their authorization implementing the ordinances passed.

Mr. Otto reviewed some of the City's accomplishments and updates mentioning the great success the Walk to School event is as well as traditions such as Arbor Day and the annual tree lighting ceremony. Roeland Park is a huge supporter of many events in providing staff to work events. Also mentioned was Police Chief Morris is continuing with the voluntary prescription drug turn-in program.

City Administrator Otto thanked the Police Department for their help with the new Neighborhood Watch signs. He also was very appreciative of the accomplishments of the Public Works Department and the work that Ms. Jones-Lacy has done in the Finance Department. He also credited City Clerk Bohon with her work for the City.

It was noted that Ted Clemmons, the City's intern, worked on compiling the 48-page report and that he has accepted a position with the City of Topeka. Staff presented Mr. Clemmons with a plaque to commemorate the work and support he has provided the City.

The Mayor and the Governing Body expressed their appreciation of Mr. Clemmons' work followed by a round of applause.

City Administrator Otto expressed his deep gratitude and appreciation for the opportunities the City has provided him as he announced he has accepted a position with Johnson County as Assistant to the County Manager beginning in June. Mr. Otto assured the Governing Body that he will work to ensure a smooth transition and to work through the first draft of the budget, its presentation and to help locate an interim administrator. Again, he thanked everyone for the opportunity to serve, learn and stretch.

Mayor Marquardt said he was appreciative that Mr. Otto would be with the City for the next weeks as there is a lot of work ahead and there would be plenty of time for good-byes.

CMBR Fast told Mr. Otto that he has given a lot to the City.

#### B. CITY ATTORNEY REPORT

Mr. Shortlidge had no report, but said that as someone who has been around the City government for a long time, Mr. Otto has really moved the City forward in his four years.

#### C. CITY CLERK REPORT

City Clerk Bohon noted:

April 21, 8-11 a.m. is the Community Paper Shred Event at Fairway  
11 to 1 a.m. is the Arbor Day/Earth Day celebration.

City Administrator Otto added that the Shredding event is in need of volunteers.

### X. ADJOURN

**MOTION:** CMBR KELLY MOVED, SECONDED BY CMBR MCNEIL, TO ADJOURN THE CITY COUNCIL MEETING.  
(MOTION PASSES 8-0)

(City Council Meeting Adjourned at 8:25 p.m.)

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Joel Marquardt, Mayor

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Kelley Bohon, City Clerk

Item Number: Consent Agenda- I.-C.

Committee Meeting Date: 6/15/2015



## City of Roeland Park Action Item Summary

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Date:

Submitted By:

Committee/Department:

Title: City Council Minutes May 4, 2015

Item Type:

### Recommendation:

### Details:

#### Financial Impact

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

#### Additional Information

### ATTACHMENTS:

Description

Type

05042015 Council Minutes

Cover Memo

**SPECIAL CALLED CITY COUNCIL MINUTES**  
**Roeland Park City Hall**  
**4600 W 51st Street, Roeland Park, KS 66205**  
**Monday, May 4, 2015, 7:00 P.M.**

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

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

- Aaron Otto, 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 Special Call City Council meeting to order and led everyone in the Pledge of Allegiance.

City Clerk Bohon called the roll; all members were present.

**I. LEAGUE OF KANSAS MUNICIPALITIES CITY ADMINISTRATOR SEARCH CONTRACT**

After brief discussion amongst the Councilmembers, it was determined the Governing Body's participation in the selection process of the new city administrator would be discussed at a later meeting.

**MOTION:** CMBR RHOADES MOVED, SECONDED BY CMBR POPPA, TO CALL THE QUESTION. (MOTION PASSES 8-0).

**MOTION:** CMBR FAST MOVED, SECONDED BY CMBR KELLY, TO APPROVE THE CONTRACT WITH THE KANSAS LEAGUE OF MUNICIPALITIES IN THE CITY ADMINISTRATOR SEARCH. (MOTION PASSES 8-0)

**II. ADJOURN**

**MOTION:** CMBR KELLY MOVED, SECONDED BY CMBR MCNEIL, TO ADJOURN THE ROELAND PARK SPECIAL CALL CITY COUNCIL MEETING. (MOTION PASSES 8-0)

(Roeland Park City Council Meeting Adjourned)

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Joel Marquardt, Mayor

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Kelley Bohon, City Clerk

Item Number:       Consent Agenda- I.-D.

Committee           6/15/2015  
Meeting Date:



### City of Roeland Park Action Item Summary

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Date:                       6/5/2015  
Submitted By:           Mark Pentz, Interim City Administrator  
Committee/Department:   Finance  
Title:                     **Ad Hoc Development Group**  
Item Type:               Other

#### Recommendation:

**Staff recommends that the City Council create by motion an Ad Hoc Development Group consisting of Mayor Marquardt, and Councilmembers Rhoades, Thompson, and Poppa.**

#### Details:

The Ad Hoc Development Group will be tasked with studying the old swimming pool/cave site that is part of TIF District 3B and making recommendations to the City Council as to how it can best be redeveloped. Also, the City Council included in the Committee's task the use of funds from TIF District 2. Any proposed expenditure of TIF funds will come back to the City Council for consideration and approval. The deadline for completing the Committee's work is August 31, 2015

#### Financial Impact

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

#### Additional Information

Item Number: Consent Agenda- I.-E.

Committee Meeting Date: 6/15/2015



## City of Roeland Park Action Item Summary

Date: 6/15/2015  
Submitted By: Mark Pentz, Interim City Administrator  
Committee/Department: Admin.  
Title: **2015 Fireworks Contract**  
Item Type: Agreement

### Recommendation:

**Recommend approval of the Fireworks Contract as reviewed during the Committee of the Whole meeting on 6/1/15**

### Details:

Please see the attached contract.

### Financial Impact

|                             |                          |
|-----------------------------|--------------------------|
| Amount of Request: \$2,500  |                          |
| Budgeted Item?              | Budgeted Amount: \$2,500 |
| Line Item Code/Description: |                          |

### Additional Information

### ATTACHMENTS:

| Description                                                                                                         | Type       |
|---------------------------------------------------------------------------------------------------------------------|------------|
|  2015 fireworks contract - final | Cover Memo |

## AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, **2015**, by and between **Aerial FX, Inc.**, having its principal place of business at 121 SE Turner Rd., St. Joseph, MO, 64504 hereinafter referred to as Seller, and **CITY OF WESTWOOD, KANSAS, CITY OF ROELAND PARK, KANSAS & CITY OF FAIRWAY, KANSAS**, hereinafter referred to as the Buyer.

Seller shall furnish to Buyer one (1) fireworks display, as per the **\$7,000.00** program submitted and accepted by the Buyer, and which by reference is made a part hereof as Exhibit "A", including the services of the Seller's Pyrotechnician to take charge of and fire the display on the evening of **JULY 3, 2015**, at approximately **9:30 p.m.**, weather permitting.

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Seller agrees to furnish all necessary fireworks display materials and personnel for a fireworks display in accordance with the program approved by the parties.

2. The Buyer shall pay to the Seller the sum of **\$0.00** as a down payment upon execution of this Agreement. The balance of **\$7,000.00** shall be due and payable in full within thirty (30) days after the date of the fireworks display. A service charge of one and one-half percent (1 1/2%) per month shall be added to the unpaid balance if the account is not paid in full within the thirty (30) days from the date of the show.

3. If there is a one (1) hour or more delay in firing the fireworks for any reason other than weather, the Buyer agrees to compensate the Pyrotechnician at the rate of **\$0.00** per hour or fractional part of an hour.

4. Should inclement weather prevent the firing of the display on the date and time mentioned herein, the Buyer's representative(s) may grant a delay of approximately one (1) hour before the parties agree to postpone the show and move it to a mutually convenient rain date of **July 6, 2015**. The determination to cancel the fireworks display on any given evening because of inclement weather or unsafe weather conditions shall be made by the Seller in consultation and with the consent of the Buyer. Provided that the Seller has arrived on site and has begun setting up the display, if the Parties cannot reach an agreement regarding the display and inclement weather, the display will be postponed and the seller shall receive not more than **\$700.00** in compensation. If the Buyer postpones or cancels the display prior to Seller arriving on site and assembling the display, there will be no charge for rescheduling. In the event the Buyer does not choose to reschedule another date or cannot agree to a mutually convenient date with the Seller, then the Seller shall receive a cancellation fee of 25% or **\$1,750.00**.

5. Seller agrees to provide, at its expense, public liability and property damage insurance coverage, including spectator coverage in an amount not less than \$5,000,000.00, and within two (2) weeks prior to the date of the fireworks display, shall submit to the Buyer a certificate of insurance naming the Buyer as an insured party, and providing that the insurer shall not terminate or materially modify such policy without written notice to the Buyer not less than two (2) weeks in advance of such proposed termination or modification. Any charge incurred from the insurance provider for additional insurance after insurance application has been sent in, shall be the responsibility of the Seller. In the event of a claim by Buyer, the applicable deductible shall be paid by the Seller. Such insurance shall be obtained from an insurance provider authorized to provide the nature and type of insurance coverage referenced within this agreement by the State of Kansas. The Seller agrees to provide insurance certificates verifying the requested coverage's to the following parties and listing each party as an additional insured and certificate holder:

City of Fairway, KS  
4210 Shawnee Mission Parkway, Suite 100, Fairway, KS 66205

City of Roeland Park, KS  
4600 West 51st Street, Roeland Park, KS 66205

City of Westwood, KS  
4700 Rainbow, Westwood, KS 66205

Bishop Miege High School  
5041 Reinhardt Drive, Shawnee Mission, KS 66205

St. Agnes Catholic Church  
5250 Mission Road, Roeland Park, KS 66205

Archdiocese of Kansas City in Kansas  
12615 Parallel Parkway, Kansas City, Kansas 66109

6. The Seller agrees to indemnify and hold harmless the Buyer and its agents, and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that may or shall arise from the performance of the fireworks by the Buyer and/or any negligent or tortious acts of Seller or Seller's agents, employees or representatives. The Buyer agrees to give the Seller prompt notice of any claims or demands and to cooperate with the Seller or its successors in interest or assigns, if any, in the defense of any such claims and/or demands.

7. The Parties hereby agree that the Buyer shall have no obligation to indemnify Aerial FX, Inc. for acts for which the Buyer would otherwise be immune pursuant to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6104, et seq.) and amendments

thereto, nor will the indemnity obligations set forth herein act as a waiver of the City's protections under such provisions, and further that any liability of the Buyer shall be subject to the liability limitations set for in K.S.A.75-6105, and amendments thereto. Additionally, and notwithstanding anything set forth herein to the contrary, the Parties specifically agree that the terms of this section, and the terms of this agreement, shall be subject to and limited by the Kansas Cash Basis Law (K.S.A. 10-110 et seq.) and the Budget Law (K.S.A. 75-2935 et seq.), and amendments thereto.

8. Buyer agrees to provide:

(a) Sufficient area for the display, including a minimum spectator set back as determined by Seller and the fire marshal with written documentation from the Fire Marshall as to where, specifically, the minimum set back is to be measured from in determining the setback area. The buyer reserves the right to expand the spectator set back at their sole discretion.

(b) Protection of the display area by roping off or similar facility.

(c) Adequate police protection to prevent spectators from entering display area up to 90 minutes prior to display time.

(d) The Seller and Buyer shall mutually agree upon the location of the display set up so as to establish the minimum spectator setback.

9. Seller agrees to comply with all local, state and federal guidelines pertaining to the storing, transporting and displaying of fireworks, and obtain any permits required by the local fire department. Seller agrees to obtain the municipal permit from the City of Roeland Park.

10. Seller shall notify the Buyer immediately following the display of any unexploded or unaccounted for fireworks so the area can be thoroughly searched until such time as all fireworks are accounted for. Buyer agrees to assist with securing the area until such time as the Buyer is satisfied the fireworks are accounted for and the area is safe. Seller is responsible for all cleanup of the shoot site and removal of all equipment. Seller also agrees to inspect the shoot site the morning following the display for a check of anything that may have been missed at the night search. Following or in conjunction with the Seller's inspection of the shoot site on the morning following the display, Buyer agrees to inspect the shoot site to assure that all trash, spent material, and equipment has been collected to its satisfaction. Buyer will notify Seller of any additional work required to reasonably restore the site to pre-display order.

11. Seller agrees to credit to the final invoice, any and all actual costs for shells that did not perform as intended during the shoot. All costs will be itemized and attached to the final invoice.

12. No representation of affirmation of fact, including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or deemed to be a warranty by the Seller for any purpose, not give rise to any liability or obligation of the Seller whatsoever.

13. It is further understood and agreed that nothing in this Agreement shall be construed or interpreted to mean a partnership. Both parties hereto being responsible for their separate and individual debts and obligations, and neither party shall be responsible for any agreements not stipulated in this Agreement. The parties mutually agree that Seller is an independent contractor and that this Agreement does not create an employer-employee relationship between Seller (including any of Seller's agents or employees) and Buyer.

14. The parties hereto do mutually and severally guarantee terms, conditions, and payments of this Agreement. This document shall be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

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

SELLER

BUYERS

CITY OF WESTWOOD, KS

\_\_\_\_\_  
Aerial FX, Inc.                      DATE

\_\_\_\_\_  
John Ye                                      DATE  
Westwood Mayor

CITY OF FAIRWAY, KS

\_\_\_\_\_  
Jerry Wiley                                      DATE  
Fairway Mayor

CITY OF Roeland Park, KS

\_\_\_\_\_  
Joel Marquardt                                      DATE  
Roeland Park Mayor

Item Number:       Consent Agenda- I.-F.

Committee           6/15/2015  
Meeting Date:



### City of Roeland Park Action Item Summary

Date:                   5/27/2015  
Submitted By:       Jose Leon  
Committee/Department:   Public Works  
Title:                **RFP for Abatement Mowing Services**  
Item Type:            Agreement

#### Recommendation:

**To gain the approval of the Governing Body to issue a RFP to provide abatement services for mowing, large debris, and nuisance located on private property.**

#### Details:

The following RFP will allow the City to continue to administer the process of abatement through our Neighborhood Services Department but will remove the responsibility of Public Works having to perform the work. Currently, all abatement's are done with Public Works resources.

The proposed schedule for procurement is as follows:

Release of RFP ----- June 16th, 2015  
RFP Submission Deadline ----- July 2, 2015  
Council Selection of vendor ----- July 20, 2015  
Award Contract ----- July 21, 2015

The Governing Body is not committing to this contract by issuing the RFP. That decision point will be when a final contract is presented at the July 20, 2015 Council Meeting.

#### Financial Impact

|                      |                      |
|----------------------|----------------------|
| Amount of Request: 0 |                      |
| Budgeted Item?       | Budgeted Amount: N/A |

Line Item Code/Description:

Additional Information

ATTACHMENTS:

| Description                                                                       |                        | Type       |
|-----------------------------------------------------------------------------------|------------------------|------------|
|  | Abatement Cover Letter | Cover Memo |
|  | 2015 Abatement RFP new | Cover Memo |



# City of Roeland Park

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

May 27, 2015

Dear Contractors,

The City of Roeland Park is seeking bids for nuisance/weed abatement services from qualified contractors. Please take a few moments to review the attached document; if you are interested in submitting a bid please be sure to include all required documents with your bid.

**All bids and documents are due by Friday, July 2, 2015 at 3:00pm. All bids will be opened publicly on Tuesday, July 7, 2014 at 10:00am at City of Roeland Park City Hall offices.**

If you have any questions or would like additional information please feel free to contact us at 913-722-2600.

Sincerely,

Jose M. Leon Jr.  
Public Works Director  
City of Roeland Park, Kansas

# **ABATEMENT 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 Abatement services shall consist of the work as set forth in the Scope of Work of the 2015 Request for Proposals for Abatement Services (hereinafter, the "Services"), a copy of which is attached hereto and incorporated by reference herein as Exhibit A.

## **SECTION II - COMPENSATION**

The City agrees to pay Contractor the per man-hour amount of \$ \_\_\_\_\_ and \$ \_\_\_\_\_ for the Services specified under this Agreement.

City agrees to remit payment for each valid invoice received and approved by the Finance 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 effective through December 31, 2015.

## **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.

## **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.

# **ABATEMENT 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.

### **(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.

## ABATEMENT 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 IX 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.

(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:

## ABATEMENT AGREEMENT

### Workers' Compensation:

Statutory

### Employer's Liability:

|                           |                         |
|---------------------------|-------------------------|
| 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.

## 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);

## **ABATEMENT AGREEMENT**

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.

### **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

## **ABATEMENT AGREEMENT**

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 Request for Proposals (RFP) for Abatement Services and the Contractor's response to the RFP constitute the entire and exclusive Agreement between the Parties. The Request for Proposals RFP for Abatement 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.

### **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.

# ABATEMENT AGREEMENT

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.)

# **ABATEMENT AGREEMENT**

## **EXHIBIT A**

### **Mowing requirements shall be as follows:**

#### **1. Residential and Commercial Properties (occupied and vacant)**

- a) Most residential and commercial lots will require hand mowing. Residential and commercial lots shall be cut to a height not to exceed 8 inches.
- b) Vegetation should be cut up to the street pavement, including any adjacent ditch, right-of-way or easement. (This includes any area between the property line and the curb or street pavement line of any adjacent street or alley whether improved or unimproved.)
- c) Trimming shall be done around any tree, shrubbery, utility pole or other obstruction located in these areas. Trim work is required on all residential and commercial properties. This includes areas along fence lines, foundations, walkways, lawn statuary and any other items located on the lot.

#### **2. Vacant Lots and Open Fields**

- a) Grass shall be cut to a height not to exceed 8 inches whenever possible. Remove any cans, bottles, or other litter necessary to perform mowing.

### **Nuisance/Debris requirements shall be as follows:**

1. Remove only the items specifically mentioned in the work order.
2. Any dump fees to be compensated will require the original receipt to accompany the invoice and work order turned into the City upon completion of work order.
3. If the contractor has questions regarding items to be removed, he/she shall contact Neighborhood Services immediately.

## ABATEMENT AGREEMENT

### Equipment required for weed and nuisance (debris) abatement are as follows:

- push mower and/or riding mower for residential and small lots;
- brush hog or flail mower for large areas and vacant lots;
- weed eater for required trim work;
- front loader for large debris removal;
- chainsaw, blower, pole saw; and
- any other hand tools necessary to perform debris and/or weed abatement.

The City of Roeland Park requires that all work orders be completed within 48 hours of the work order being issued. If the contractor cannot meet this requirement due to weather or another unforeseen reason, the contractor should contact Neighborhood Services immediately. Invoices for payment should be received by the City no later than 72 hours after the work has been completed - these can faxed, emailed, or brought into the office.

The contractor shall contact the Neighborhood Services Officer once the work order is completed. The contractor is expected to perform all abatements in a professional manner. Contractors must exhibit good conduct when working on City jobs. In accordance with the City of Roeland Park's noise ordinance, no work shall be performed between the hours of 10:00p.m. and 7:00a.m. Monday through Saturday and between the hours of 10:00p.m. and 8:00a.m. on Sunday.

If the contractor is ordered off a property or is denied entry to a property, the contractor should immediately remove his/her equipment, leave the property immediately and contact the Neighborhood Services Department. The contractor is entitled to one (1) hour of compensation at the contracted rate in accordance with the type of work that was scheduled to be performed if ordered off a property.

If the contractor has any questions regarding the work to be performed, the items to be abated, or if the contractor encounters an unusual situation he/she should contact Neighborhood Services immediately.

After the work order is completed the contractor shall return a signed copy of the work order, an attached invoice, and the original receipt of any dump fees to be reimbursed within fourteen (14) business days of completed work. The City reserves the right to refuse payment of work orders if any of the above requirements are not satisfied.

# ABATEMENT AGREEMENT

CITY OF ROELAND PARK, KANSAS

NEIGHBORHOOD SERVICES DEPARTMENT

## PROPOSAL

### ABATEMENT SERVICES

**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:

**Weed Abatement:** \$\_\_\_\_\_ **per man-hour**

**Debris Abatement:** \$\_\_\_\_\_ **per man-hour**

### Please identify all equipment owned:

|           |  |                    |  |
|-----------|--|--------------------|--|
| Brush Hog |  | Front Loader       |  |
| Chainsaw  |  | Weed Eater         |  |
| Blower    |  | Push/Riding Mowers |  |
| Pole Saw  |  | Misc. Hand Tools   |  |

DATED in \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

NAME: \_\_\_\_\_

BY: \_\_\_\_\_

SIGNATURE

TITLE: \_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_

## ABATEMENT AGREEMENT

**List 3 Professional References:**

| Reference Name | Business/Organization | Phone Number |
|----------------|-----------------------|--------------|
|                |                       |              |
|                |                       |              |
|                |                       |              |

Item Number: Consent Agenda- I.-G.

Committee Meeting Date: 6/15/2015



## City of Roeland Park Action Item Summary

Date: 5/27/2015  
Submitted By: Jose Leon  
Committee/Department: Public Works  
Title: **Task Order for Stormwater Replacement 2015**  
Item Type:

### Recommendation:

**To gain the approval of the Governing Body to approve the Task Order #20 from Shafer, Kline, and Warren which will allow design for work to begin on 2015 Stormwater Maintenance Project at a cost not to exceed \$25,020.00**

### Details:

Staff has identified the stormwater maintenance project for 2015. This location of this project will be along Roe Lane, between 48th Street and Roe Blvd which will remove corrugated metal pipe (CMP) and replace it with reinforced concrete pipe (RCP). This design will include:

- 1 - Pipe Crossing at end of Granada Street
- 1 - Pipe Crossing just south of 48th and Roe Lane
- 1 - Pipe run along north side of roe lane
- 1 - removal of infrastructure near monument sign at 48th and Roe Lane

The Governing Body is not approving the construction of this project by approving the task order. The Governing Body is only approving the design of the project.

### Financial Impact

|                                      |                           |
|--------------------------------------|---------------------------|
| Amount of Request: \$25,020.00       |                           |
| Budgeted Item?                       | Budgeted Amount: \$40,000 |
| Line Item Code/Description: 5209.270 |                           |

Additional Information

ATTACHMENTS:

| Description                                                                       |                            | Type            |
|-----------------------------------------------------------------------------------|----------------------------|-----------------|
|  | Task Order #20             | Backup Material |
|  | Map                        | Backup Material |
|  | Stormwater Maintenance CIP | Backup Material |



**SHAFFER, KLINE & WARREN, INC.**  
WWW.SKW-INC.COM

## PROFESSIONAL SERVICES TASK ORDER #20

|                 |                                      |                |                |
|-----------------|--------------------------------------|----------------|----------------|
| Project         | <u>2015 Storm Sewer Improvements</u> | Date           | <u>5/18/15</u> |
| SKW Project No. | <u>130099-200</u>                    | Agreement Date | <u>6/1/15</u>  |
| Client          | <u>City of Roeland Park, KS</u>      |                |                |

### Description of task order:

Perform survey, construction document preparation, bidding and construction observation services for design & construction of storm sewer improvements along Roe Lane for the following projects: (a) Pipe replacement between structures 1 & 2, (b) Pipe replacement between structures 3 & 4, (c) Pipe replacement between structures 21 & 22, (d) Pipe abandonment between structures 22 & 23 (Reference attached storm sewer map).

### Exhibits/Attachments/References which are a part of this professional services task order:

Article I - Consultants Responsibilities  
Article II - Scope of Consultant Services  
Article III - City's Responsibilities  
Article IV - Time Schedule  
Article V - Compensation  
Article VI - General Provisions

### Anticipated effects of professional services tasks order on basic services:

None.

### Schedule:

Per Article IV attached.

### Fees:

Per Article V attached.

\$25,020.00

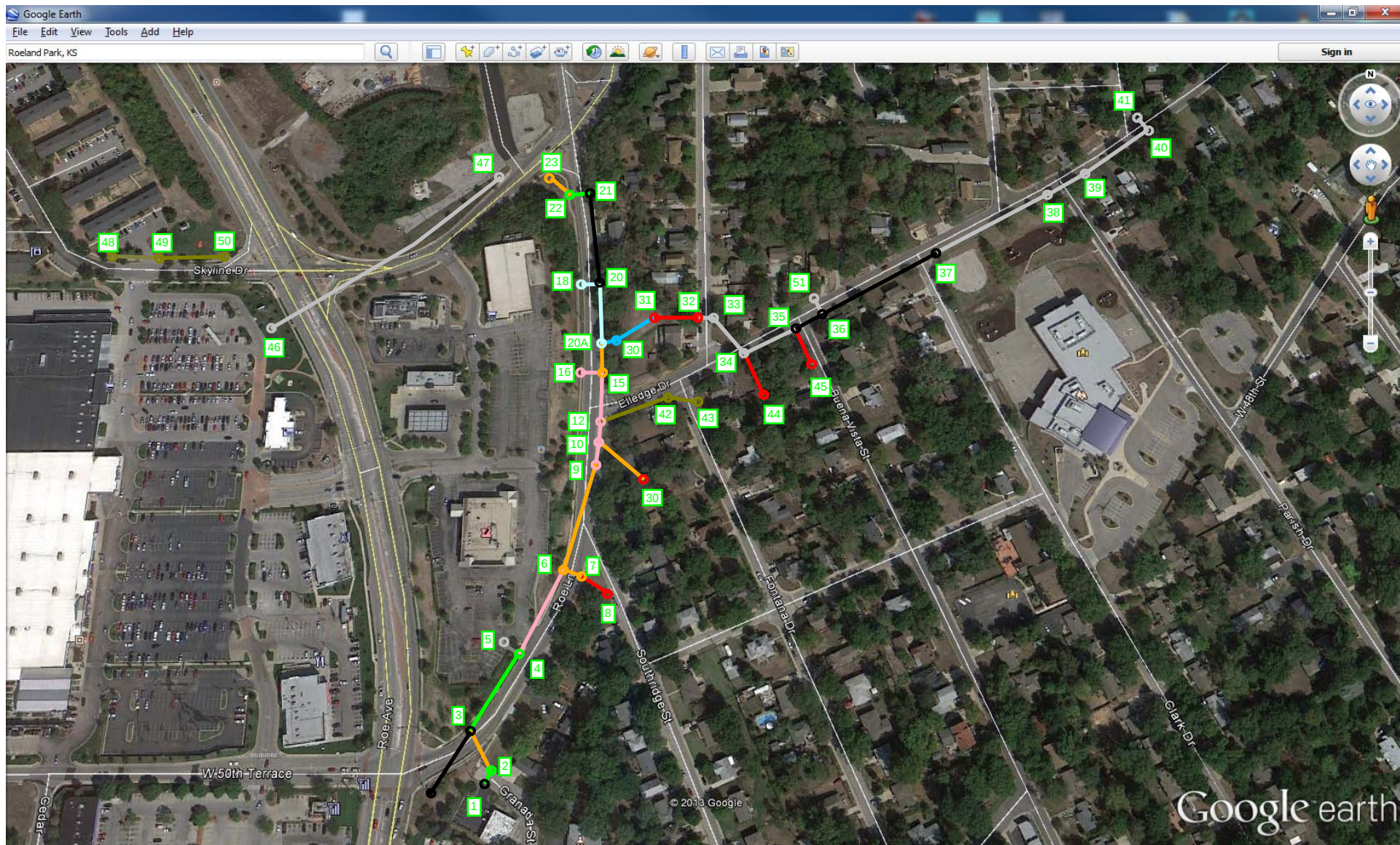
The work described in this professional services task order is made a part of the indicated professional services agreement between the client and SKW. All other provisions of the agreement shall remain in force.

|                                                                                                   |                     |
|---------------------------------------------------------------------------------------------------|---------------------|
| SKW by <u></u> | Date <u>5/18/15</u> |
| Client by _____                                                                                   | Date <u>6/1/15</u>  |

If directed/approved by Client by telephone, by letter, in meeting, etc., provide reference material here.

### Distribution

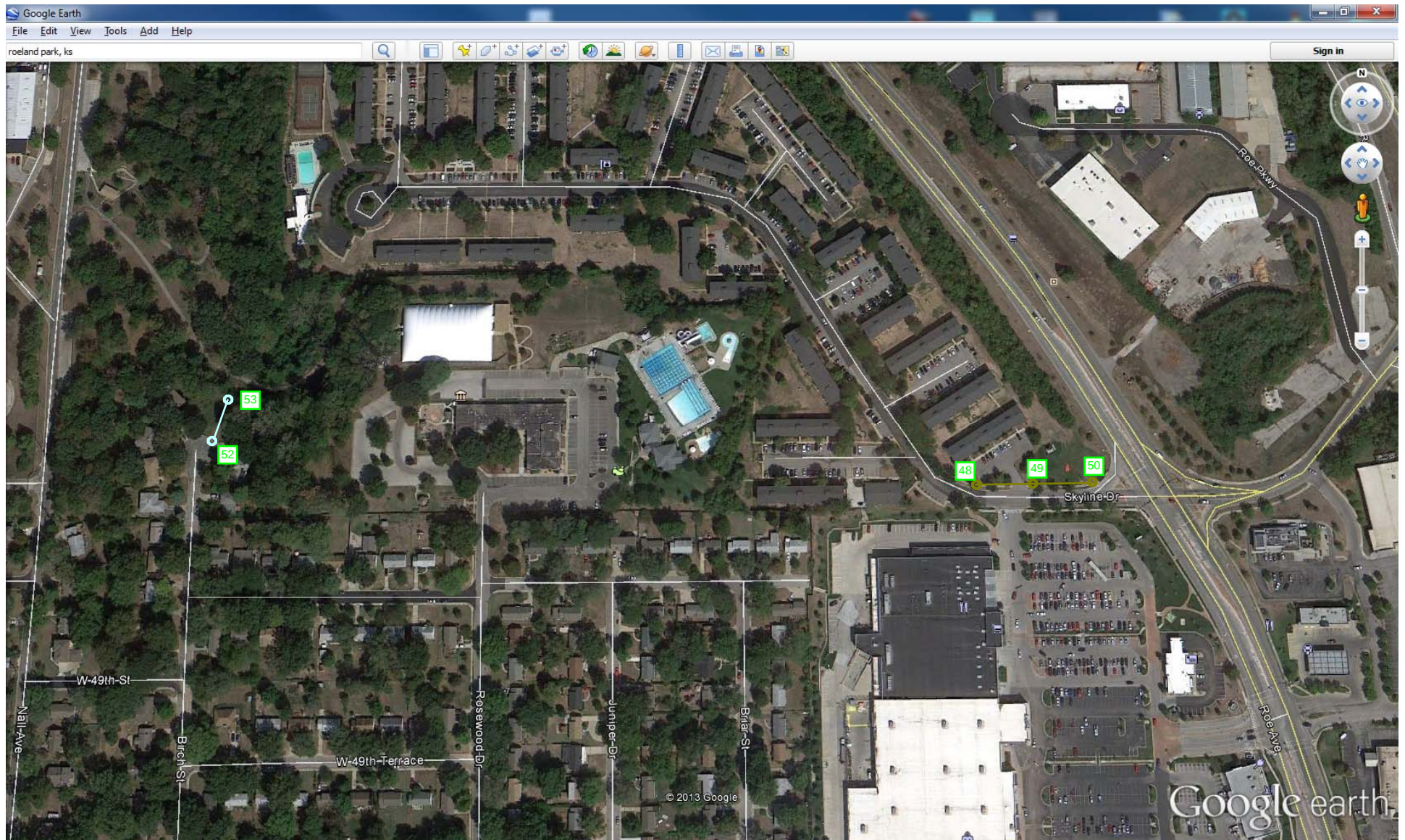
☒ Client ☒ Project File ☒ SKW Accounting ☐ Other



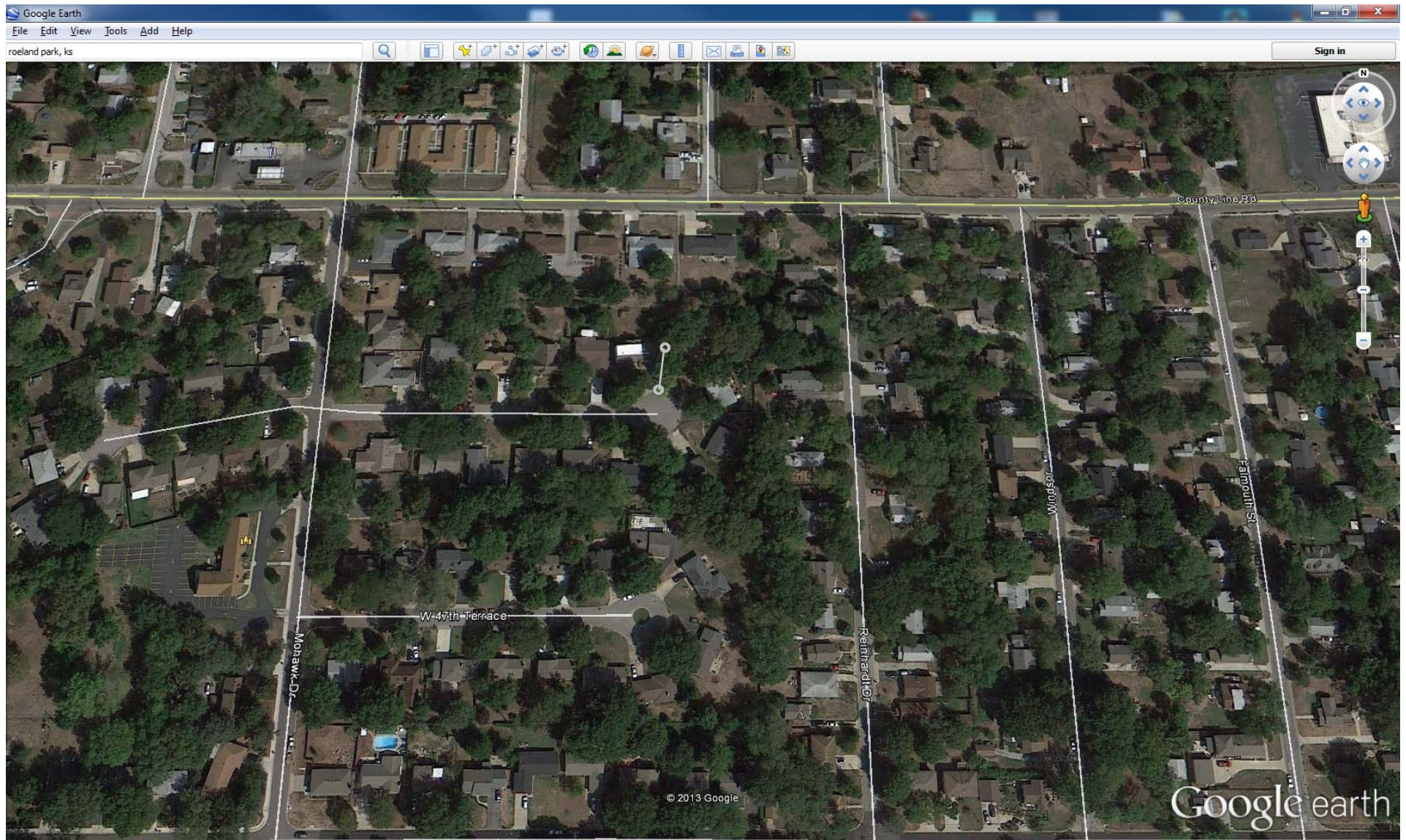
Lining prices for remaining CMP's

- Pipe already fixed
- Remaining Pipe to be addressed later

|       |           |
|-------|-----------|
| 2015; | \$101,270 |
| 2016; | \$145,655 |
| 2017; | \$194,928 |
| 2018; | \$277,114 |
| 2019; | \$105,515 |
| 2020; | \$105,812 |
| 2021; | \$130,327 |



Note areas off Birch & Skyline



Note area off 47<sup>th</sup> Place

| Year         | Description | Amount               |
|--------------|-------------|----------------------|
| 2015         | Line 3 - 4  | \$ 61,229.00         |
| 2015         | Line 22-21  | \$ 27,686.00         |
| 2015         | Line 1 - 2  | \$ 12,355.00         |
| <b>Total</b> |             | <b>\$ 101,270.00</b> |

|              |                                                                                          |                      |
|--------------|------------------------------------------------------------------------------------------|----------------------|
| 2016         | Line 20A - 20                                                                            | \$ 81,301.00         |
| 2016         | Line 18 - 20                                                                             | \$ 24,354.00         |
| 2016         | <span style="border: 1px solid red; padding: 2px;">52to53</span> <del>Line 32 - 33</del> | \$40,000             |
| <b>Total</b> |                                                                                          | <b>\$ 145,655.00</b> |

|              |               |                      |
|--------------|---------------|----------------------|
| 2017         | Line 15 - 20A | \$ 39,674.00         |
| 2017         | Line 23 - 22  | \$ 23,379.00         |
| 2017         | Line 2 - 3    | \$ 28,536.00         |
| 2017         | Line 7 - 6    | \$ 29,302.00         |
| 2017         | Line 6 - 9    | \$ 74,037.00         |
| <b>Total</b> |               | <b>\$ 194,928.00</b> |

|              |              |                      |
|--------------|--------------|----------------------|
| 2018         | Line 16 - 15 | \$ 24,943.00         |
| 2018         | Line 12 - 15 | \$ 85,465.00         |
| 2018         | Line 10 - 12 | \$ 60,113.00         |
| 2018         | Line 4 - 6   | \$ 64,306.00         |
| 2018         | Line 9 - 10  | \$ 42,287.00         |
| <b>Total</b> |              | <b>\$ 277,114.00</b> |

|              |                                                                                          |                      |
|--------------|------------------------------------------------------------------------------------------|----------------------|
| 2019         | Line 8 - 7                                                                               | \$ 25,940.00         |
| 2019         | <span style="border: 1px solid red; padding: 2px;">32to31</span> <del>Line 11 - 10</del> | \$ 35,266.00         |
| 2019         | <span style="border: 1px solid red; padding: 2px;">45to35</span> <del>Line 29 - 28</del> | \$ 28,029.00         |
| 2019         | <span style="border: 1px solid red; padding: 2px;">44to34</span> <del>Line 27 - 26</del> | \$ 16,280.00         |
| <b>Total</b> |                                                                                          | <b>\$ 105,515.00</b> |

|              |                                                                                        |                      |
|--------------|----------------------------------------------------------------------------------------|----------------------|
| 2020         | <span style="border: 1px solid red; padding: 2px;">32to31</span> <del>19 - 19A</del>   | \$ 35,000.00         |
| 2020         | <span style="border: 1px solid red; padding: 2px;">31to30</span> <del>19A - 19B</del>  | \$ 51,978.00         |
| 2020         | <span style="border: 1px solid red; padding: 2px;">30to20A</span> <del>19B - 20A</del> | \$ 18,834.00         |
| <b>Total</b> |                                                                                        | <b>\$ 105,812.00</b> |

|              |                                                                                           |                      |
|--------------|-------------------------------------------------------------------------------------------|----------------------|
| 2021         | <span style="border: 1px solid red; padding: 2px;">43to42</span> <del>Line 14 - 13</del>  | \$ 23,757.00         |
| 2021         | <span style="border: 1px solid red; padding: 2px;">42to12</span> <del>Line 13 - 12</del>  | \$ 31,259.00         |
| 2021         | <span style="border: 1px solid red; padding: 2px;">48to49</span> <del>Line 31 - 31A</del> | \$ 47,092.00         |
| 2021         | <span style="border: 1px solid red; padding: 2px;">49to50</span> <del>Line 31A - 30</del> | \$ 28,219.00         |
| <b>Total</b> |                                                                                           | <b>\$ 130,327.00</b> |

| Lines        | Costs                  | Rating   |
|--------------|------------------------|----------|
| 1 to 2       | \$ 12,355.00           | Poor     |
| 2 to 3       | \$ 28,536.00           | Poor     |
| 3 to 4       | \$ 61,229.00           | Critical |
| 4 to 6       | \$ 64,306.00           | Fair     |
| 5 to 4       | \$ 19,258.00           | Fair     |
| 5 to 5A      | \$ -                   | Fair     |
| 6 to 9       | \$ 74,037.00           | Poor     |
| 7 to 6       | \$ 29,302.00           | Poor     |
| 8 to 7       | \$ 25,940.00           | Poor     |
| 9 to 10      | \$ 42,287.00           | Fair     |
| 10 to 12     | \$ 60,113.00           | Poor     |
| 11 to 10     | \$ 35,266.00           | Poor     |
| 12 to 15     | \$ 85,465.00           | Fair     |
| 13 to 12     | \$ 31,259.00           | Fair     |
| 14 to 13     | \$ 23,757.00           | Fair     |
| 15 to 20A    | \$ 39,674.00           | Poor     |
| 16 to 15     | \$ 24,943.00           | Poor     |
| 18 to 20     | \$ 24,354.00           | Poor     |
| 19A to 19B   | \$ 51,978.00           | Fair     |
| 19A to 20A   | \$ 18,834.00           | Fair     |
| 19 to 19A    | \$ 35,000.00           | Poor     |
| 20A to 20    | \$ 81,301.00           | Poor     |
| 20 to 21     | \$ 97,723.00           | 2014     |
| 22 to 21     | \$ 27,686.00           | Critical |
| 23 to 22     | \$ 23,379.00           | Poor     |
| 25 to 24     | \$ 311,850.00          | Poor     |
| 27 to 26     | \$ 16,280.00           | Poor     |
| 29 to 28     | \$ 28,029.00           | Poor     |
| 31 to 31A    | \$ 47,092.00           | Poor     |
| 31A to 30    | \$ 28,219.00           | Fair     |
|              |                        |          |
|              |                        |          |
| 32 to 33     | \$ 40,000.00           | Critical |
| 33 to 34     | \$ -                   |          |
| 34 to 35     | \$ -                   |          |
| 51 to 36     | \$ -                   |          |
| 37 to 38     | \$ -                   |          |
| 38 to 39     | \$ -                   |          |
| 39 to 40     | \$ -                   |          |
| 40 to 41     | \$ -                   |          |
|              |                        |          |
| <b>Total</b> | <b>\$ 1,489,452.00</b> |          |

Item Number: Consent Agenda- I.-H.

Committee Meeting Date: 6/15/2015



## City of Roeland Park Action Item Summary

Date:

Submitted By:

Committee/Department:

Title:

**Ordinance 913 AN ORDINANCE GRANTING TO UNITE PRIVATE NETWORKS, LLC A CONTRACT FRANCHISE TO CONSTRUCT, OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM IN THE CITY OF ROELAND PARK, KANSAS AND PRESCRIBING THE TERMS OF SAID CONTRACT FRANCHISE.**

Item Type:

### Recommendation:

### Details:

#### Financial Impact

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

#### Additional Information

### ATTACHMENTS:

Description

Type

📎 ordinance 913

Cover Memo

## **ORDINANCE NO. 913**

### **AN ORDINANCE GRANTING TO UNITE PRIVATE NETWORKS, LLC A CONTRACT FRANCHISE TO CONSTRUCT, OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM IN THE CITY OF ROELAND PARK, KANSAS AND PRESCRIBING THE TERMS OF SAID CONTRACT FRANCHISE.**

**NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF ROELAND PARK:**

#### **SECTION 1. DEFINITIONS.**

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

- a. "Access line" - shall mean and be limited to retail billed and collected residential lines; business lines; ISDN lines; PBX trunks and simulated exchange access lines provided by a central office based switching arrangement where all stations served by such simulated exchange access lines are used by a single customer of the provider of such arrangement. Access line may not be construed to include interoffice transport or other transmission media that do not terminate at an end user customer's premises, or to permit duplicate or multiple assessment of access line rates on the provision of a single service or on the multiple communications paths derived from a billed and collected access line. Access line shall not include the following: Wireless telecommunications services, the sale or lease of unbundled loop facilities, special access services, lines providing only data services without voice services processed by a telecommunications local exchange service provider or private line service arrangements.
- b. "Access line count" - means the number of access lines serving consumers within the corporate boundaries of the City on the last day of each month.
- c. "Access line fee" - means a fee determined by the City, up to a maximum as set out in K.S.A. 12-2001(c)(2), and amendments thereto, to be used by Grantee in calculating the amount of Access line remittance.
- d. "Access line remittance" - means the amount to be paid by Grantee to City, the total of which is calculated by multiplying the Access line fee, as determined in the City, by the number of Access lines served by Grantee within the City for each month in that calendar quarter.
- e. "City" - means the City of Roeland Park.
- f. "Contract franchise" - means this Ordinance granting the right, privilege and franchise to Grantee to provide telecommunications services within the City.
- g. "Facilities" - means telephone and telecommunication lines, conduits, manholes, ducts, wires, cables, pipes, poles, towers, vaults, appliances, optic fiber, and all equipment used to provide telecommunication services.

- h. "Grantee" – means Unite Private Networks, LLC, a telecommunications local exchange service provider providing local exchange service within the City. References to Grantee shall also include as appropriate any and all successors and assigns.
- i. "Gross Receipts" - shall mean only those receipts collected from within the corporate boundaries of the City enacting the contract franchise and which are derived from the following: (1) Recurring local exchange service for business and residence which includes basic exchange service, touch tone, optional calling features and measured local calls; (2) Recurring local exchange access line services for pay phone lines provided by Grantee to all pay phone service providers; (3) Local directory assistance revenue; (4) Line status verification/ busy interrupt revenue; (5) Local operator assistance revenue; (6) Nonrecurring local exchange service revenue which shall include customer service for installation of lines, reconnection of service and charge for duplicate bills; and (7) Revenue received by Grantee from resellers or others which use Grantee's Facilities. All other revenues, including, but not limited to, revenues from extended area service, the sale or lease of unbundled network elements, nonregulated services, carrier and end user access, long distance, wireless telecommunications services, lines providing only data service without voice services processed by a telecommunications local exchange service provider, private line service arrangements, internet, broadband and all other services not wholly local in nature are excluded from gross receipts. Gross receipts shall be reduced by bad debt expenses. Uncollectible and late charges shall not be included within gross receipts. If Grantee offers additional services of a wholly local nature which if in existence on or before July 1, 2002 would have been included with the definition of Gross Receipts, such services shall be included from the date of the offering of such services within the City.
- j. "Local exchange service" - means local switched telecommunications service within any local exchange service area approved by the state Corporation Commission, regardless of the medium by which the local telecommunications service is provided. The term local exchange service shall not include wireless communication services.
- k. "Public right-of-way" - means only the area of real property in which the City has a dedicated or acquired right-of-way interest in the real property. It shall include the area on, below or above the present and future streets, alleys, avenues, roads, highways, parkways or boulevards dedicated or acquired as right-of-way. The term does not include the airwaves above a right-of-way with regard to wireless telecommunications or other non-wire telecommunications or broadcast service, easements obtained by utilities or private easements in platted subdivisions or tracts.
- l. "Telecommunication services" - means providing the means of transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

## **SECTION 2. GRANT OF CONTRACT FRANCHISE.**

- a. There is hereby granted to Grantee this nonexclusive Contract franchise to construct, maintain, extend and operate its Facilities along, across, upon or under any Public right-of-way for the purpose of supplying Telecommunication services to the consumers or recipients of such service located within the corporate boundaries of the City, for the term of this Contract franchise, subject to the terms and conditions of this Contract franchise.

- b. The grant of this Contract franchise by the City shall not convey title, equitable or legal, in the Public right-of-way, and shall give only the right to occupy the Public right-of-way, for the purposes and for the period stated in this Contract franchise. This Contract franchise does not:
  - (1) Grant the right to use Facilities or any other property, telecommunications related or otherwise, owned or controlled by the City or a third-party, without the consent of such party;
  - (2) Grant the authority to construct, maintain or operate any Facility or related appurtenance on property owned by the City outside of the Public right-of-way, specifically including, but not limited to, parkland property, City Hall property or public works facility property; or
  - (3) Excuse Grantee from obtaining appropriate access or attachment agreements before locating its Facilities on the Facilities owned or controlled by the City or a third-party.
- c. As a condition of this grant, Grantee is required to obtain and is responsible for any necessary permit, license, certification, grant, registration or any other authorization required by any appropriate governmental entity, including, but not limited to, the City, the FCC or the Kansas Corporation Commission (KCC). Grantee shall also comply with all applicable laws, statutes and/or city regulations (including, but not limited to those relating to the construction and use of the Public right-of-way or other public property).
- d. Grantee shall not provide any additional services for which a franchise is required by the City without first obtaining a separate franchise from the City or amending this Contract franchise, and Grantee shall not knowingly allow the use of its Facilities by any third party in violation of any federal, state or local law. In particular, this Contract franchise does not provide Grantee the right to provide cable service as a cable operator (as defined by 47 U.S.C. § 522 (5)) within the City. Grantee agrees that this franchise does not permit it to operate an open video system without payment of fees permitted by 47 U.S.C. § 573(c)(2)(B) and without complying with FCC regulations promulgated pursuant to 47 U.S.C. § 573.
- e. This authority to occupy the Public right-of-way shall be granted in a competitively neutral and nondiscriminatory basis and not in conflict with state or federal law.

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

- (a) Pursuant to K.S.A. 17-1902, and amendments thereto, and subject to the provisions of this Contract Franchise, Grantee shall have the right to construct, maintain and operate its Facilities along, across, upon and under the Public Right- of-way. Such Facilities shall be so constructed and maintained as not to obstruct or hinder the usual travel or public safety on such public ways or obstruct the legal use by other utilities.
- (b) Grantee's use of the Public Right-of-Way shall always be subject and subordinate to the reasonable public health, safety and welfare requirements and regulations of the City. The City may exercise its home rule powers in its administration and regulation related to the management of the Public Right-of-Way; provided that any such exercise must be competitively neutral and

may not be unreasonable or discriminatory. Grantee shall be subject to all applicable laws and statutes, and/or rules, regulations, policies, resolutions and ordinances adopted by the City, relating to the construction and use of the Public Right-of-Way.

(c) Grantee shall participate in the Kansas One Call utility location program.

(d) City shall require Grantee to repair all damage to a Public Right-of-Way caused by the activities of Grantee, or of any agent, affiliate, employee, or subcontractor of Grantee, while occupying, installing, repairing or maintaining Facilities in a Public Right-of-Way and to return the Right-of-Way, to its functional equivalence before the damage pursuant to the reasonable requirements and specifications of the City. If Grantee fails to make the repairs required by the City, the City may effect those repairs and charge Grantee the cost of those repairs. If the City incurs damages as a result of a violation of this subsection, then the City shall have a cause of action against Grantee for violation of this subsection and may recover its damages, including reasonable attorney fees, if Grantee is found liable by a court of competent jurisdiction.

All Facilities of Grantee shall be installed and maintained in accordance with all applicable federal, State and local laws, rules, and regulations, including, but not limited to, the City's applicable permit application and construction requirements for attachments to City Facilities, the City's adopted building and electrical codes, and the City's Municipal Code, City regulations and Policy Statements, including, but not limited to those relating to the construction and use of the Public Right-of-Way or other public property or private property, (collectively, the "Codes"). Grantee shall, at its own expense, make and maintain its Facilities in safe condition and good repair, in accordance with all Codes and Grantee shall replace, remove, reinforce or repair any defective Facilities.

When the City reasonably believes there is an Emergency or Facilities of Grantee present an immediate threat to the safety of any person, interferes with the performance of the City's service obligations or poses an immediate threat to the physical integrity of City Facilities, the City may perform such work and/or take such action as it deems necessary without first giving written notice to Grantee. As soon as practicable thereafter, the City will advise Grantee of the work performed or the action taken. Grantee shall be responsible for all actual and reasonable costs incurred by the City in taking action pursuant to this Paragraph, and shall indemnify the City from liability for all such work except to the extent of the City's gross negligence or willful misconduct in connection with such liability. An "Emergency" is a condition that in the discretion of City (i) poses an immediate threat to the safety of any person or the public; (ii) materially and adversely interferes with the performance of City's service obligations; or (iii) poses an immediate threat to the integrity of City's equipment or property.

(e) If requested by the City, in order to accomplish construction and maintenance activities directly related to improvements for the health, safety and welfare of the public, Grantee promptly shall remove its Facilities from the Public Right-of-Way or shall relocate or adjust its Facilities within the Public Right-of-Way at no cost to the City, providing such request binds all users of such Public Right-of-Way. Such relocation or adjustment shall be completed as soon as reasonably possible within the time set forth in any written request by the City for such relocation or adjustment, providing that the City shall use its best efforts to provide Grantee with a minimum of one hundred eighty (180) days advance notice to comply with any such relocation or adjustment. Any damages suffered by the City or its contractors as a result of Grantee's failure to timely relocate or adjust its Facilities shall be borne by Grantee. Grantee shall designate one (1) person within its organization by his/her employment position to whom

relocation notices shall be sent and with whom rests the responsibility to facilitate all necessary communications within Grantee's various areas.

Where a project referenced in the preceding paragraph is primarily for private benefit (provided, however, that projects that are a part of a City-created tax increment financing or transportation development district are not considered primarily for private benefit), the City shall require, as a condition of its approval of any request for alteration of the Public Right-of-Way from any private party or parties, that such private party or parties shall reimburse Grantee for the cost of relocation. Grantee understands however that the City has no obligation to collect such reimbursement.

#### **SECTION 4. COMPENSATION TO THE CITY.**

In consideration of this Contract franchise, Grantee agrees to remit to the City a franchise fee of 5% of Gross Receipts. To determine the franchise fee, Grantee shall calculate the Gross Receipts and multiply such receipts by 5%. Thereafter, subject to subsection (b) hereafter, compensation for each calendar year of the remaining term of this Contract franchise shall continue to be based on a sum equal to 5% of Gross Receipts, unless the City notifies Grantee prior to ninety days (90) before the end of the calendar year that it intends to switch to an Access line fee in the following calendar year; provided, such Access line fee shall not exceed the maximum Access line fee allowed by Statute. In the event the City elects to change its basis of compensation, nothing herein precludes the City from switching its basis of compensation back; provided the City notifies Grantee prior to ninety days (90) before the end of the calendar year.

- a. Beginning January 1, 2004, and every 36 months thereafter, the City, subject to the public notification procedures set forth in K.S.A. 12-2001 (m), and amendments thereto, may elect to adopt an increased Access line fee or gross receipts fee subject to the provisions and maximum fee limitations contained in K.S.A. 12-2001, and amendments thereto, or may choose to decline all or any portion of any increase in the Access line fee.
- b. Grantee shall pay on a quarterly basis without requirement for invoice or reminder from the City, and within 45 days of the last day of the quarter for which the payment applies franchise fees due and payable to the City. If any franchise fee, or any portion thereof, is not postmarked or delivered on or before the due date, interest thereon shall accrue from the due date until received, at the applicable statutory interest rate.
- c. Upon forty-five (45) days prior written request by the City, but no more than once per quarter, Grantee shall submit to the City a certified statement showing the manner in which the franchise fee was calculated.
- d. No acceptance by the City of any franchise fee shall be construed as an accord that the amount paid is, in fact the correct amount, nor shall acceptance of any franchise fee payment be construed as a release of any claim of the City. Any dispute concerning the amount due under this Section shall be resolved in the manner set forth in K.S.A. 12-2001, and amendments thereto.
- e. The City shall have the right to examine, upon written notice to Grantee no more often than once per calendar year, those records necessary to verify the correctness of the franchise fees paid by Grantee.

- f. Unless previously paid, within sixty (60) days of the effective date of this Ordinance, Grantee shall pay to the City a one-time application fee of One Thousand Dollars (\$1000.00). The parties agree that such fee reimburses the City for its reasonable, actual and verifiable costs of reviewing and approving this Ordinance.
- g. The franchise fee required herein shall be in addition to, not in lieu of, all taxes, charges, assessments, licenses, fees and impositions otherwise applicable that are or may be imposed by the City. The franchise fee is compensation pursuant to K.S.A. 12-2001(j) and shall in no way be deemed a tax of any kind.
- h. Grantee shall remit an access line (franchise) fee or a gross receipts (franchise) fee to the City on those access lines that have been resold to another telecommunications local exchange service provider, but in such case the City shall not collect a franchise fee from the reseller service provider and shall not require the reseller service provider to enter a franchise ordinance.

## **SECTION 5. INDEMNITY AND HOLD HARMLESS.**

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

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

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

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

## **SECTION 6. INSURANCE REQUIREMENT AND PERFORMANCE BOND**

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

## **SECTION 7. REVOCATION AND TERMINATION.**

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

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

#### **SECTION 8. RESERVATION OF RIGHTS.**

- a. The City specifically reserves its right and authority as a public entity with responsibilities towards its citizens, to participate to the full extent allowed by law in proceedings concerning Grantee's rates and services to ensure the rendering of efficient Telecommunications service and any other services at reasonable rates, and the maintenance of Grantee's property in good repair.
- b. In granting its consent hereunder, the City does not in any manner waive its regulatory or other rights and powers under and by virtue of the laws of the State of Kansas as the same may be amended, its Home Rule powers under the Constitution of the State of Kansas, nor any of its rights and powers under or by virtue of present or future ordinances of the City.
- c. In granting its consent hereunder, Grantee does not in any manner waive its regulatory or other rights and powers under and by virtue of the laws of the State of Kansas as the same may be amended, or under the Constitution of the State of Kansas, nor any of its rights and powers under or by virtue of present or future ordinances of the City.
- d. In entering into this Contract franchise, neither the City's nor Grantee's present or future legal rights, positions, claims, assertions or arguments before any administrative agency or court of law are in any way prejudiced or waived. By entering into the Contract franchise, neither the City nor Grantee waive any rights, but instead expressly reserve any and all rights, remedies, and arguments the City or Grantee may have at law or equity, without limitation, to argue, assert, and/or take any position as to the legality or appropriateness of any present or future laws, non-franchise ordinances, (e.g. the City's

right-of-way ordinance referenced in Section 3b of this Contract franchise) and/or rulings.

#### **SECTION 9. FAILURE TO ENFORCE.**

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

#### **SECTION 10. TERM AND TERMINATION DATE.**

- a. This Contract franchise shall be effective for a term of two (2) years from the effective date of this Contract franchise. Thereafter, this Contract franchise will renew for two (2) additional one (1) year terms, unless either party notifies the other party of its intent to terminate the Contract franchise at least one hundred and eighty (180) days before the termination of the then current term. The additional term shall be deemed a continuation of this Contract franchise and not as a new franchise or amendment.
- b. Upon written request of either the City or Grantee, this Contract franchise shall be renegotiated at any time in accordance with the requirements of state law upon any of the following events: changes in federal, state, or local laws, regulations, or orders that materially affect any rights or obligations of either the City or Grantee, including but not limited to the scope of the Contract franchise granted to Grantee or the compensation to be received by the City hereunder.
- c. If any clause, sentence, section, or provision of K.S.A. 12-2001, and amendments thereto, shall be held to be invalid by a court or administrative agency of competent jurisdiction, provided such order is not stayed, either the City or Grantee may elect to terminate the entire Contract franchise. In the event of such invalidity, if Grantee is required by law to enter into a Contract franchise with the City, the parties agree to act in good faith in promptly negotiating a new Contract franchise.
- d. Amendments under this Section, if any, shall be made by contract franchise ordinance as prescribed by statute. This Contract franchise shall remain in effect according to its terms, pending completion of any review or renegotiation provided by this section.
- e. In the event the parties are actively negotiating in good faith a new contract franchise ordinance or an amendment to this Contract franchise upon the termination date of this Contract franchise, the parties by written mutual agreement may extend the termination date of this Contract franchise to allow for further negotiations. Such extension period shall be deemed a continuation of this Contract franchise and not as a new contract franchise ordinance or amendment.

#### **SECTION 11. POINT OF CONTACT AND NOTICES**

Grantee shall at all times maintain with the City a local point of contact who shall be available at all times to act on behalf of Grantee in the event of an emergency. Grantee shall provide the City with said local contact's name, address, telephone number, fax number and e-mail address.

Emergency notice by Grantee to the City may be made by telephone to the City Clerk or the Public Works Director. All other notices between the parties shall be in writing and shall be made by personal delivery, depositing such notice in the U.S. Mail, Certified Mail, return receipt requested, or by facsimile. Any notice served by U.S. Mail or Certified Mail, return receipt requested, shall be deemed delivered five (5) calendar days after the date of such deposit in the U.S. Mail unless otherwise provided. Any notice given by facsimile is deemed received by the next business day. "Business day" for purposes of this section shall mean Monday through Friday, City and/or Grantee observed holidays excepted.

**The City:**

City of Roeland Park  
4600 W. 51<sup>st</sup> Street  
Roeland Park, Kansas 66205  
Attn: City Clerk

**Grantee:**

Matthew Myers  
General Counsel  
120 S. Stewart Rd.  
Liberty, MO 64068

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

**SECTION 12. TRANSFER AND ASSIGNMENT.**

This Contract franchise is granted solely to the Grantee and shall not be transferred or assigned without the prior written approval of the City; provided that such transfer or assignment may occur without written consent of the City to any entity controlling, controlled by or under common control with Grantee or to any entity acquiring all or substantially all of Grantee's assets. The parties acknowledge that said City consent shall only be with regard to the transfer or assignment of this Contract franchise, and that, in accordance with Kansas Statute, the City does not have the authority to require City approval of transfers of ownership or control of the business or assets of Grantee.

**SECTION 13. CONFIDENTIALITY.**

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

**SECTION 14. ACCEPTANCE OF TERMS.**

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

**SECTION 15. PAYMENT OF COSTS.**

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

**SECTION 16. SEVERABILITY.**

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

**SECTION 17. FORCE MAJEURE.**

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

**SECTION 18. PUBLICATION**

The City Clerk is hereby directed to publish this Ordinance once in the official city newspaper.

PASSED by the Governing Body of the City of Roeland Park this \_\_\_\_ day of May, 2015.

APPROVED by the Mayor this \_\_\_\_ day of May, 2015.

\_\_\_\_\_  
Joel Marquardt, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Kelley Bohon, City Clerk

\_\_\_\_\_  
City Attorney

Item Number:        Applications/Presentations- A.-1.

Committee            6/15/2015  
Meeting Date:



**City of Roeland Park  
Action Item Summary**

---

Date:  
Submitted By:  
Committee/Department:  
Title:                            **AT&T Presentation Request**  
Item Type:

**Recommendation:**

**Details:**

Financial Impact

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

Additional Information

Item Number:        Applications/Presentations- A.-2.

Committee            6/15/2015  
Meeting Date:



## City of Roeland Park Action Item Summary

---

Date:

Submitted By:

Committee/Department:

Title:                                **Susan Roberts – Animal Variance Request**

Item Type:

|                        |
|------------------------|
| <b>Recommendation:</b> |
|------------------------|

**Details:**

Financial Impact

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

Additional Information

**ATTACHMENTS:**

Description

📎 variance Roberts

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

## ANIMAL LICENSE VARIANCE REQUEST §2-123(a)

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

Applicant Susan Roberts No. of Dogs \_\_\_\_\_ No. of Cats \_\_\_\_\_

Address 5104 Neosho Zip 66205

Telephone: Home - \_\_\_\_\_ Work/Cell - NA

1. Requesting variance for 2 Dogs Jessie Black lab mix  
Dog/Cat Animal's Name Breed  
Cassie Golden Retriever mix

2. Reason requesting a variance more than 2 dogs at residence  
requesting allowance for 4 total dogs

### 3. Currently Licensed Animals

| City Tag # | Date Issued    | Breed              | Animal Name       | Color         | Sex      | Veterinarian                   |
|------------|----------------|--------------------|-------------------|---------------|----------|--------------------------------|
| <u>223</u> | <u>4/23/15</u> | <u>Sheltie</u>     | <u>Finn</u>       | <u>sable</u>  | <u>M</u> | <u>Fairway Animal Hospital</u> |
| <u>222</u> | <u>↓</u>       | <u>Maltese mix</u> | <u>Gracie</u>     | <u>white</u>  | <u>F</u> | <u>Great Plains SPCA</u>       |
| <u>224</u> | <u>↓</u>       | <u>feline</u>      | <u>Sir Ocelot</u> | <u>orange</u> | <u>m</u> | <u>Fairway</u>                 |
|            |                |                    |                   |               |          |                                |

### Next Steps:

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

### For Office Use:

City Administrator: \_\_\_\_\_ City Clerk: \_\_\_\_\_

On Council Agenda (Date): \_\_\_\_\_ ☐ Approved ☐ Denied

If denied, reason(s): \_\_\_\_\_

Item Number:        Applications/Presentations- A.-3.

Committee            6/15/2015  
Meeting Date:



## City of Roeland Park Action Item Summary

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Date:

Submitted By:

Committee/Department:

Title:                                **Eric Schmitt – Peddlers License Request**

Item Type:

|                        |
|------------------------|
| <b>Recommendation:</b> |
|------------------------|

**Details:**

Financial Impact

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

Additional Information

**ATTACHMENTS:**

Description

Type

📎 Schmitt

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

To be filled in by City:

Date filed: 5/14/15

Case no.: \_\_\_\_\_

City of Roeland Park, Kansas

## ARTICLE 2. PEDDLERS, TRANSIENT MERCHANTS 5-201

Application for Special Use Permit (5-207)

Fee: \$20.00 Per day/Per person

A) Applicant Eric Robert Schmitt Date of Birth: 08/16/1983

Kansas Sales Tax # \_\_\_\_\_

B) Applicants Address 6901 Shawnee Mission Parkway Ste. 115 Overland Park, KS 66201

Location address of property where intending to sell goods: same as above

C) Name of Business and description of goods to be sold: Financial Services

D) If employed, name and address of employer (attach credentials). Edward Jones

E) Length of time for right to do business: Employment start date 1/26/2015

F) Description of vehicle and license number: Nissan Altima - RRP 511 NE Plates

G) Have you within the prior two years been convicted of any crime, misdemeanor, or violation of any municipal ordinance regulation. \_\_\_\_\_ Y ☒ N

If yes, nature of offense and punishment or penalty assessed: \_\_\_\_\_

H) Each application shall be accompanied by the written permission of the owner, or tenant in possession of the location described in the application, from which or in front of which the application intends to offer goods, services, merchandise or personal property for sale.

I) Submit a copy of a paid personal property tax receipt from the Johnson County Treasurer or another county treasurer in the State of Kansas for all goods or merchandise brought into Johnson County from outside the State of Kansas to be sold or disposed of in a place of business temporarily occupied for their sale.

J) As a condition precedent to the issuance of a license as provided herein, any applicant wishing to sell firearms or previously owned (used) merchandise, including automobiles, shall agree on his behalf and on the behalf of all employees and agents engaged by him in the conduct of such business to make available for inspection by any law enforcement officer any and all such merchandise being sold in the course of the applicant's business. At the request of any law enforcement officer, the applicant shall provide serial numbers or other identification numbers for such merchandise marked with serial numbers or identification numbers as is being offered for sale by such applicant, his or her employees or agents.

Item Number:        Applications/Presentations- A.-4.

Committee            6/15/2015  
Meeting Date:



## City of Roeland Park Action Item Summary

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Date:

Submitted By:

Committee/Department:

Title:                                **Shea Geist – Park and Tree Committee Update**

Item Type:

### Recommendation:

### Details:

#### Financial Impact

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

#### Additional Information

### ATTACHMENTS:

Description

📎 parks expenditures

Type

Cover Memo

|                                               |            |                 |
|-----------------------------------------------|------------|-----------------|
| Parks & Trees Committee 2015 Expenditures     |            |                 |
| As of 6/10/2015                               |            |                 |
|                                               |            |                 |
| Income                                        |            |                 |
| Allowance from City Council                   | \$1,000.00 |                 |
| Other Income                                  | \$0.00     |                 |
| TOTAL INCOME                                  |            | \$1,000.00      |
|                                               |            |                 |
| Expenses                                      |            |                 |
| Banner for R Park Master Plan (approved)      | \$83.00    |                 |
| Plantings for islands & parks (approved)      | \$150.00   |                 |
| Refrigerator magnets for Nall Park (proposed) | \$175.00   |                 |
| Signs for Nall Park (proposed)                | \$200.00   |                 |
| Donor Recognition Event (pending)             | \$200.00   |                 |
|                                               |            |                 |
|                                               |            |                 |
|                                               |            |                 |
| TOTAL EXPENSE                                 |            | \$808.00        |
| <b>NET</b>                                    |            | <b>\$192.00</b> |

Item Number:        Citizens Comments- B.-1.

Committee            6/15/2015  
Meeting Date:



## City of Roeland Park Action Item Summary

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Date:

Submitted By:

Committee/Department:

Title:                                **Linda Mau – Council Business**

Item Type:

**Recommendation:**

**Details:**

Financial Impact

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

Additional Information

Item Number: Mayor's Report- III.-A.

Committee Meeting Date: 6/15/2015



## City of Roeland Park Action Item Summary

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Date:

Submitted By:

Committee/Department:

Title: Economic Development Update

Item Type:

**Recommendation:**

**Details:**

Financial Impact

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

Additional Information

Item Number: Mayor's Report- III.-B.

Committee Meeting Date: 6/15/2015



## City of Roeland Park Action Item Summary

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Date:

Submitted By:

Committee/Department:

Title: 5k Update Horizon Academy - Run Canceled

Item Type:

|                        |
|------------------------|
| <b>Recommendation:</b> |
|------------------------|

**Details:**

Financial Impact

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

Additional Information

Item Number: Mayor's Report- III.-C.

Committee Meeting Date: 6/15/2015



## City of Roeland Park Action Item Summary

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Date:  
Submitted By:  
Committee/Department:  
Title: Caring for Kids brief  
Item Type:

### Recommendation:

### Details:

#### Financial Impact

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

#### Additional Information

Item Number:        Reports of City Liaisons- V.-A.

Committee            6/15/2015  
Meeting Date:



### City of Roeland Park Action Item Summary

---

Date:

Submitted By:

Committee/Department:

Title:                            **JoCo Parks & Rec Pool Advisory Board (Becky Fast, JoAnna  
Rush and Jan Grebe)**

Item Type:

**Recommendation:**

#### **Details:**

#### Financial Impact

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

Additional Information

Item Number: Reports of City Liaisons- V.-B.

Committee Meeting Date: 6/15/2015



## City of Roeland Park Action Item Summary

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Date:

Submitted By:

Committee/Department:

Title: NE Animal Control (Sheri McNeil and Ryan Kellerman)

Item Type:

### Recommendation:

### Details:

#### Financial Impact

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

#### Additional Information

### ATTACHMENTS:

| Description                                                                                        | Type       |
|----------------------------------------------------------------------------------------------------|------------|
|  NEACC 5/21 new | Cover Memo |



# NEACC

## *Northeast Animal Control Commission*

Fairway – Mission – Mission Woods – Roeland Park – Westwood – Westwood Hills

---

Dispatcher  
(913) 782-0720

Administrative  
(913) 676-8322

6090 Woodson Rd  
Mission, Kansas 66202

**May 21, 2015 at 7pm**  
**2015- Q1 Meeting**

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### **----- Agenda Topics -----**

1. Fund Disbursements/Budget
2. Quarterly Reports
3. 2016 Budget and Rates
4. NEACC Survey and Service Delivery Discussion
5. New Business
6. Adjourn

### **Other Information**

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#### **Special notes:**

- The next NEACC meeting is scheduled for July



## NEACC Disbursements

### First Quarter 2014

| Check          | Date      | Payee               | Description                | Amount              |
|----------------|-----------|---------------------|----------------------------|---------------------|
|                | 1/2/2014  | CNA Insurance       | Auto Insurance             | \$1,361.25          |
|                | 1/3/2014  | KPERS               | 12/15/13-12/31/13          | \$454.31            |
| 1012           | 1/7/2014  | Haas and Wilkerson  | Gen Liability Insurance    | \$954.00            |
| 985026         | 1/14/2014 | Johnson County      |                            | \$90.00             |
|                | 1/14/2014 | ADP Taxes           | 1/1/14-1/15/14             | \$1,623.29          |
|                | 1/14/2014 | ADP Checks          | 1/1/14-1/15/14             | \$3,826.66          |
|                | 1/15/2014 | ADP                 | 1/1/14-1/15/14             | \$8.19              |
|                | 1/15/2014 | ADP                 | 1/1/14-1/15/14             | \$44.40             |
|                | 1/17/2014 | ADP Fees            | 1/1/14-1/15/14             | \$63.84             |
|                | 1/17/2014 | KPERS               | 1/1/14-1/15/14             | \$535.11            |
| 1013           | 1/21/2014 | City of Mission     | Qrtly Principal Payment    | \$852.51            |
|                | 1/21/2014 | ADP Fees            |                            | \$32.50             |
|                | 1/21/2014 | ADP Fees            |                            | \$40.00             |
|                | 1/30/2014 | ADP Taxes           | 1/16/14-1/31/14            | \$1,194.33          |
|                | 1/30/2014 | ADP Checks          | 1/16/14-1/31/14            | \$2,704.97          |
|                | 1/30/2014 | ADP Fees            | 1/16/14-1/31/14            | \$60.59             |
|                | 2/3/2014  | KPERS               | 1/16/14-1/31/14            | \$535.11            |
| 958027         | 2/4/2014  | Casey's Auto Repair |                            | \$57.00             |
|                | 2/13/2014 | ADP Taxes           | 2/1/14-2/15/14             | \$1,205.12          |
|                | 2/13/2014 | ADP Checks          | 2/1/14-2/15/14             | \$2,767.31          |
|                | 2/14/2014 | KPERS               | 2/1/14-2/15/14             | \$535.11            |
| 1014           | 2/18/2014 | City of Mission     | Office Supplies            | \$11.49             |
| 1015           | 2/19/2014 | Wayne Brinkley      | Trash Bags                 | \$64.50             |
|                | 2/19/2014 | Verizon Wireless    |                            | \$117.94            |
|                | 2/20/2014 | Transfer            |                            | \$213,180.64        |
|                | 2/24/2014 | Wex Bank            | Fuel                       | \$670.33            |
|                | 2/27/2014 | ADP Taxes           | 2/16/14-2/28/14            | \$1,177.43          |
|                | 2/27/2014 | ADP Checks          | 2/16/14-2/28/14            | \$2,635.72          |
|                | 3/3/2014  | KPERS               | 2/16/14-2/28/14            | \$535.11            |
|                | 3/7/2014  | ADP Fees            | 2/16/14-2/28/14            | \$58.96             |
|                | 3/13/2014 | ADP Taxes           | 3/1/14-3/15/14             | \$1,163.44          |
|                | 3/13/2014 | ADP Checks          | 3/1/14-3/15/14             | \$2,635.70          |
|                | 3/17/2014 | Verizon Wireless    |                            | \$235.86            |
|                | 3/18/2014 | KPERS               | 3/1/14-3/15/14             | \$535.11            |
| 985031         | 3/21/2014 | Wex Bank            | Fuel                       | \$206.52            |
|                | 3/21/2014 | ADP Fees            | 3/1/14-3/15/14             | \$58.96             |
|                |           |                     |                            |                     |
|                |           |                     |                            |                     |
|                |           |                     |                            |                     |
|                |           |                     |                            |                     |
|                |           |                     |                            |                     |
|                |           |                     | <b>TOTAL DISBURSEMENTS</b> | <b>\$242,233.31</b> |
|                |           |                     |                            |                     |
| <b>CREDITS</b> |           |                     |                            |                     |
|                | 1/31/2014 | Deposit             |                            | \$25,000.00         |
|                | 2/19/2014 | Deposit             |                            | \$209,197.65        |
|                | 3/13/2014 | Deposit             |                            | \$1,408.18          |
|                |           |                     |                            |                     |
|                |           |                     |                            |                     |
|                |           |                     |                            |                     |
|                |           |                     | <b>TOTAL CREDITS</b>       | <b>\$235,605.83</b> |

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## NEACC Disbursements

### Second Quarter 2014

| Check          | Date      | Payee                  | Description                  | Amount             |
|----------------|-----------|------------------------|------------------------------|--------------------|
|                | 3/28/2014 | ADP Checks             | 3/15/14 - 3/31/14            | \$2,732.69         |
|                | 3/28/2014 | ADP Taxes              | 3/15/14 - 3/31/14            | \$1,174.35         |
|                | 4/1/2014  | KPERS                  | 3/15/14 - 3/31/14            | \$535.11           |
|                | 4/4/2014  | ADP Fees               |                              | \$60.59            |
|                | 3/27/2014 | Unleashed              |                              | \$4,355.50         |
| 1016           | 4/1/2014  | City of Mission        | Reimburse for fuel           | \$89.65            |
| 1017           | 4/14/2014 | City of Mission        | Quarterly Principal Payments | \$437.13           |
|                | 4/14/2014 | ADP Checks             | 4/1/14 - 4/15/14             | \$2,635.72         |
|                | 4/14/2014 | ADP Taxes              | 4/1/14 - 4/15/14             | \$1,157.58         |
|                | 4/15/2014 | KPERS                  | 4/1/14 - 4/15/14             | \$535.11           |
|                | 4/16/2014 | Wex Bank               | Fuel                         | \$436.96           |
| 985035         | 4/11/2014 | Alamar Uniforms        |                              | \$140.24           |
|                | 4/18/2014 | ADP Fees               | 4/16/14 - 4/30/14            | \$58.96            |
|                | 4/29/2014 | ADP Checks             | 4/16/14 - 4/30/15            | \$2,718.81         |
|                | 4/29/2014 | ADP Taxes              | 4/16/14 - 4/30/16            | \$1,171.85         |
|                | 4/30/2014 | KPERS                  | 4/16/14 - 4/30/17            | \$535.11           |
|                | 4/28/2014 | City of Mission        | Employee Benefits/Admin fees | \$40,736.16        |
|                | 4/29/2014 | KA-Comm, Inc.          |                              | \$35.10            |
| 985033         | 5/8/2014  | Unleashed              |                              | \$190.00           |
|                | 5/7/2014  | Verizon                |                              | \$117.63           |
|                | 5/2/2014  | ADP Fees               | 5/1/14 - 5/15-14             | \$60.59            |
|                | 5/14/2014 | ADP Checks             | 5/1/14 - 5/15-14             | \$2,635.72         |
|                | 5/14/2014 | ADP Taxes              | 5/1/14 - 5/15-14             | \$1,157.53         |
|                | 5/14/2014 | KPERS                  | 5/1/14 - 5/15-14             | \$535.11           |
|                | 5/27/2014 | Wex Bank               | Fuel                         | \$367.69           |
|                | 5/23/2014 | ADP Fees               | 5/16/14 - 5/31/14            | \$58.69            |
|                | 5/29/2014 | ADP Checks             | 5/16/14 - 5/31/14            | \$1,157.54         |
|                | 5/29/2014 | ADP Taxes              | 5/16/14 - 5/31/14            | \$2,635.71         |
|                | 5/30/2014 | KPERS                  | 5/16/14 - 5/31/14            | \$535.11           |
|                | 5/27/2014 | Unleashed              |                              | \$750.00           |
| 985039         | 5/28/2014 | Pet Cremation Services |                              | \$156.00           |
|                | 6/2/2014  | Verizon                |                              | \$117.81           |
|                | 6/5/2014  | Casey's Auto Repair    |                              | \$77.00            |
|                | 6/6/2014  | ADP Fees               | 6/1/14 - 6/15/14             | \$58.96            |
|                | 6/13/2014 | ADP Checks             | 6/1/14 - 6/15/14             | \$2,760.38         |
|                | 6/13/2014 | ADP Taxes              | 6/1/14 - 6/15/14             | \$1,178.98         |
|                | 6/16/2014 | KPERS                  | 6/1/14 - 6/15/14             | \$535.11           |
| 1019           | 6/13/2014 | Wex Bank               | Fuel                         | \$490.23           |
|                | 6/26/2014 | Unleashed              |                              | \$1,375.00         |
|                | 6/26/2014 | CNA Insurance          |                              | \$375.79           |
|                | 6/13/2014 | ADP Fees               | 6/16/14 - 6/30/14            | \$60.59            |
|                | 6/27/2014 | ADP Checks             | 6/16/14 - 6/30/14            | \$2,635.73         |
|                | 6/27/2014 | ADP Taxes              | 6/16/14 - 6/30/14            | \$1,157.52         |
|                | 6/30/2014 | KPERS                  | 6/16/14 - 6/30/14            | \$535.11           |
|                |           |                        |                              |                    |
|                |           |                        | <b>TOTAL DISBURSEMENTS</b>   | <b>\$81,262.15</b> |
|                |           |                        |                              |                    |
| <b>CREDITS</b> |           |                        |                              |                    |
| Checking       |           |                        |                              |                    |
|                | 4/11/2014 | Deposit                | Transfer from Money Market   | \$50,000.00        |
|                | 4/24/2014 | Deposit                | ADP                          | \$16.88            |
|                | 4/24/2014 | Deposit                | Transfer from Money Market   | \$40,000.00        |
|                |           |                        |                              |                    |
| Money Market   | 4/30/2014 | Interest               |                              | \$40.42            |
|                | 5/30/2014 | Interest               |                              | \$31.73            |
|                | 6/30/2014 |                        |                              | \$30.71            |
|                |           |                        |                              |                    |
|                |           |                        | <b>TOTAL CREDITS</b>         | <b>\$90,119.74</b> |

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## NEACC Disbursements

### Third Quarter 2014

| Check          | Date      | Payee                  | Description                | Amount             |
|----------------|-----------|------------------------|----------------------------|--------------------|
|                | 7/1/2014  | Verizon                |                            | \$117.78           |
| 1020           | 7/7/2014  | City of Mission        | Printer                    | \$139.98           |
|                | 7/7/2014  | ADP Fees               | 7/1/14 - 7/15/14           | \$58.96            |
|                | 7/14/2014 | ADP Checks             |                            | \$2,746.51         |
|                | 7/14/2014 | ADP Taxes              |                            | \$1,176.62         |
|                | 7/16/2014 | KPERS                  |                            | \$535.11           |
|                | 7/15/2014 | Wex Bank               | Fuel                       | \$378.74           |
|                | 7/22/2014 | Speedpro Imaging       |                            | \$43.89            |
|                | 7/18/2014 | ADP Fees               |                            | \$64.39            |
|                | 7/29/2014 | ADP Checks             |                            | \$2,815.81         |
|                | 7/29/2014 | ADP Taxes              |                            | \$1,188.49         |
|                | 7/31/2014 | KPERS                  |                            | \$535.11           |
|                | 7/31/2014 | Verizon                |                            | \$117.72           |
|                | 8/1/2014  | ADP Fees               |                            | \$64.39            |
|                | 8/14/2014 | ADP Checks             |                            | \$2,938.30         |
|                | 8/14/2014 | ADP Taxes              |                            | \$1,212.11         |
|                | 8/15/2014 | KPERS                  |                            | \$535.11           |
|                | 8/20/2014 | Wex Bank               | Fuel                       | \$483.45           |
| 1022           | 8/22/2014 | VCA                    |                            | \$94.65            |
| 985050         | 8/22/2014 | Pet Cremation Services |                            | \$74.75            |
|                | 8/22/2014 | ADP Fees               |                            | \$64.39            |
|                | 8/28/2014 | ADP Checks             |                            | \$3,024.14         |
|                | 8/28/2014 | ADP Taxes              |                            | \$1,239.91         |
|                | 8/31/2014 | KPERS                  |                            | \$535.11           |
|                | 9/2/2014  | JoCo Motor Vehicles    | Truck tag renewals         | \$49.00            |
|                | 9/3/2014  | Unleashed              | Refund                     | -\$750.00          |
|                | 9/3/2014  | Verizon                |                            | \$117.69           |
|                | 9/3/2014  | VCA                    |                            | \$33.15            |
| 985051         | 9/4/2014  | Alamar Uniforms        |                            | \$90.98            |
|                | 9/12/2014 | Wex Bank               |                            | \$372.01           |
|                | 9/5/2014  | ADP Fees               |                            | \$64.39            |
|                | 9/12/2014 | ADP Checks             |                            | \$2,635.72         |
|                | 9/12/2014 | ADP Taxes              |                            | \$1,157.53         |
|                | 9/16/2014 | KPERS                  |                            | \$535.11           |
|                | 9/16/2014 | FMA Animal Hospital    |                            | \$25.00            |
| 985054         | 9/17/2014 | Shawnee Mission Ford   |                            | \$49.91            |
|                | 9/19/2014 | ADP Fees               |                            | \$62.76            |
|                | 9/29/2014 | ADP Checks             |                            | \$2,857.37         |
|                | 9/29/2014 | ADP Taxes              |                            | \$1,195.63         |
|                | 9/30/2014 | KPERS                  |                            | \$535.11           |
|                | 9/25/2014 | Unleashed Pet          |                            | \$2,255.00         |
| 1025           | 9/25/2014 | Berkley Assigned Risk  | WC Premium                 | \$896.00           |
|                | 9/25/2014 | C.N.A.                 |                            | \$332.96           |
| 1026           | 9/30/2014 | City of Mission        | Principal Contribution     | \$437.13           |
|                |           |                        |                            |                    |
|                |           |                        |                            |                    |
|                |           |                        | <b>TOTAL DISBURSEMENTS</b> | <b>\$33,137.87</b> |
|                |           |                        |                            |                    |
| <b>CREDITS</b> |           |                        |                            |                    |
| Checking       |           |                        |                            |                    |
|                | 8/18/2014 | Deposit                | Transfer from Money Market | \$50,000.00        |
|                |           |                        |                            |                    |
|                |           |                        |                            |                    |
| Money Market   | 7/31/2014 | Interest               |                            | \$31.74            |
|                | 8/31/2014 | Interest               |                            | \$25.04            |
|                | 9/30/2014 | Interest               |                            | \$15.14            |
|                |           |                        |                            |                    |
|                |           |                        | <b>TOTAL CREDITS</b>       | <b>\$50,071.92</b> |

*NEACC Disbursements*  
*Fourth Quarter 2014*

| Check | Date       | Payee                  | Description         | Amount      |
|-------|------------|------------------------|---------------------|-------------|
|       | 10/1/2015  | Verizon                |                     | \$117.69    |
| 1027  | 10/3/2013  | Jo County Government   |                     | \$90.00     |
|       | 10/7/2014  | Unleashed              |                     | \$1,865.00  |
|       | 10/16/2014 | Wex Bank               |                     | \$356.60    |
|       | 10/14/2014 | ADP Fees               |                     | \$64.39     |
|       | 10/15/2014 | ADP Checks             |                     | \$2,746.51  |
|       | 10/16/2014 | ADP Taxes              |                     | \$1,176.62  |
|       | 10/16/2014 | KPERS                  |                     | \$535.11    |
|       | 11/3/2014  | Unleashed              |                     | \$1,690.00  |
|       | 11/3/2014  | Unleashed              |                     | \$585.00    |
|       | 10/31/2014 | ADP Fees               |                     | \$62.76     |
|       | 10/31/2014 | ADP Checks             |                     | \$2,691.12  |
|       | 10/31/2014 | ADP Taxes              |                     | \$1,167.07  |
|       | 10/31/2014 | KPERS                  |                     | \$535.11    |
|       | 11/17/2014 | Pet Cremation Services |                     | \$99.45     |
|       | 11/17/2014 | Wex Bank               |                     | \$391.22    |
|       | 11/21/2014 | ADP Fees               |                     | \$64.39     |
|       | 11/21/2014 | ADP Checks             |                     | \$2,691.12  |
|       | 11/21/2014 | ADP Taxes              |                     | \$1,167.07  |
|       | 11/21/2014 | KPERS                  |                     | \$535.11    |
|       | 12/10/2014 | Wex Bank               |                     | \$282.00    |
|       | 12/10/2014 | Verizon                |                     | \$235.46    |
| 1028  | 12/10/2014 | Mack Hardware          |                     | \$7.96      |
|       | 12/12/2014 | ADP Fees               |                     | \$64.39     |
|       | 12/14/2014 | ADP Checks             |                     | \$2,746.54  |
|       | 12/14/2014 | ADP Taxes              |                     | \$1,176.59  |
|       | 12/15/2014 | KPERS                  |                     | \$535.11    |
|       | 12/29/2014 | Progressive            |                     | \$941.50    |
|       | 12/29/2014 | Haas & Wilkerson       |                     | \$954.00    |
|       | 12/30/2014 | ADP Fees               |                     | \$64.39     |
|       | 12/30/2014 | ADP Checks             |                     | \$3,450.28  |
|       | 12/30/2014 | ADP Taxes              |                     | \$1,302.52  |
|       | 12/30/2014 | KPERS                  |                     | \$535.11    |
|       |            |                        |                     |             |
|       |            |                        |                     |             |
|       |            |                        |                     |             |
|       |            |                        |                     |             |
|       |            |                        |                     |             |
|       |            |                        | TOTAL DISBURSEMENTS | \$30,927.19 |

| CREDITS       |  |  |  |        |
|---------------|--|--|--|--------|
|               |  |  |  |        |
|               |  |  |  |        |
|               |  |  |  |        |
|               |  |  |  |        |
|               |  |  |  |        |
|               |  |  |  |        |
|               |  |  |  |        |
|               |  |  |  |        |
| TOTAL CREDITS |  |  |  | \$0.00 |

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| NORTHEAST ANIMAL CONTROL QUARTERLY REPORT |         |          |       |       |        |        |        |
|-------------------------------------------|---------|----------|-------|-------|--------|--------|--------|
| FAIRWAY                                   |         |          |       |       |        |        |        |
| YEAR: 2014                                | January | February | March | TOTAL | Y.T.D. | Y.A.D. | + OR - |
| DISPATCHED CALLS                          | 15      | 6        | 11    | 32    | 32     | 31     | 1      |
| ON VIEW ACTIVITY                          | 41      | 32       | 30    | 103   | 103    | 126    | -23    |
| NOTIFIED BY CITIZEN                       | 3       | 1        |       | 4     | 4      | 2      | 2      |
|                                           |         |          |       |       |        |        |        |
| ANIMALS APPREHENDED                       |         |          |       |       |        |        |        |
| K-9                                       | 2       |          | 2     | 4     | 4      | 1      | 3      |
| FELINE                                    |         |          |       | 0     |        |        | 0      |
| WILD ANIMAL                               | 2       |          |       | 2     |        |        | 0      |
| OTHER ANIMAL                              |         |          |       | 0     |        |        | 0      |
| ANIMALS IMPOUNDED                         |         |          |       |       |        |        |        |
| K-9                                       | 2       |          | 1     | 3     | 3      | 1      | 2      |
| FELINE                                    |         |          |       | 0     |        |        | 0      |
| WILD ANIMAL                               |         |          |       | 0     |        |        | 0      |
| OTHER ANIMAL                              |         |          |       | 0     |        |        | 0      |
| ANIMALS RETURNED                          |         |          |       |       |        |        |        |
| K-9                                       |         |          | 1     | 1     | 1      |        | 1      |
| FELINE                                    |         |          |       | 0     |        |        | 0      |
| WILD ANIMAL                               |         |          |       | 0     |        |        | 0      |
| OTHER ANIMAL                              |         |          |       | 0     |        |        | 0      |
| VET. RETURNED                             |         |          |       |       |        |        |        |
| K-9                                       |         |          |       | 0     |        |        | 0      |
| FELINE                                    |         |          |       | 0     |        |        | 0      |
| OTHER ANIMAL                              |         |          |       | 0     |        |        | 0      |
| INJURED ANIMALS                           |         |          |       |       |        |        |        |
| K-9                                       |         |          |       | 0     |        |        | 0      |
| FELINE                                    |         |          |       | 0     |        |        | 0      |
| WILD ANIMAL                               |         |          |       | 0     |        |        | 0      |
| OTHER ANIMAL                              |         |          |       | 0     |        |        | 0      |
| ANIMALS HOSPITALIZED                      |         |          |       |       |        |        |        |
| K-9                                       |         |          |       | 0     |        |        |        |
| FELINE                                    |         |          |       | 0     |        |        | 0      |
| WILD ANIMAL                               |         |          |       | 0     |        |        | 0      |
| OTHER ANIMAL                              |         |          |       | 0     |        |        | 0      |
| ANIMALS DESTROYED                         |         |          |       |       |        |        |        |
| K-9                                       |         |          |       | 0     |        |        | 0      |
| FELINE                                    |         |          |       | 0     |        |        | 0      |
| WILD ANIMAL                               |         |          |       | 0     |        |        | 0      |
| OTHER ANIMAL                              |         |          |       | 0     |        |        | 0      |
| NOT APPREHENDED                           |         |          |       |       |        |        |        |
| K-9                                       |         |          |       | 0     |        |        | 0      |
| FELINE                                    |         |          |       | 0     |        |        | 0      |
| WILD ANIMAL                               |         |          |       | 0     |        |        | 0      |
| OTHER ANIMAL                              |         |          |       | 0     |        |        | 0      |
| CHEMICAL CAPTURE                          |         |          |       |       |        |        |        |
| K-9                                       |         |          |       | 0     |        |        | 0      |
| FELINE                                    |         |          |       | 0     |        |        | 0      |
| WILD ANIMAL                               |         |          |       | 0     |        |        | 0      |

| NORTHEAST ANIMAL CONTROL QUARTERLY REPORT |         |         |       |       |        |        |        |
|-------------------------------------------|---------|---------|-------|-------|--------|--------|--------|
| FAIRWAY                                   |         |         |       |       |        |        |        |
| FIRST QUARTER                             | January | Fairway | March | TOTAL | Y.T.D. | Y.A.D. | + OR - |
| <b>ANIMAL BITE REPORTS</b>                |         |         |       |       |        |        |        |
| K-9                                       |         |         |       | 0     |        |        | 0      |
| FELINE                                    |         |         |       | 0     |        |        | 0      |
| WILD ANIMAL                               |         |         |       | 0     |        |        | 0      |
| OTHER ANIMAL                              |         |         |       | 0     |        |        | 0      |
| <b>DEAD ANIMAL PICK-UP</b>                |         |         |       |       |        |        |        |
| K-9                                       |         |         |       | 0     |        |        | 0      |
| FELINE                                    |         |         |       | 0     |        |        | 0      |
| WILD ANIMAL                               | 1       |         | 3     | 4     | 4      | 5      | -1     |
| OTHER ANIMAL                              |         |         |       | 0     |        |        | 0      |
| <b>GPR REPORTS</b>                        |         |         |       |       |        |        |        |
| K-9                                       |         |         |       |       |        |        |        |
| FELINE                                    |         |         |       |       |        |        |        |
| WILD ANIMAL                               |         |         |       |       |        |        |        |
| <b>NOISE COMPLAINT</b>                    |         |         |       |       |        |        |        |
| K-9                                       | 2       |         | 1     | 3     | 3      |        | 3      |
| FELINE                                    |         |         |       | 0     |        |        | 0      |
| WILD ANIMAL                               |         |         |       | 0     |        |        | 0      |
| OTHER ANIMAL                              |         |         |       | 0     |        |        | 0      |
| <b>LOST ANIMALS</b>                       |         |         |       |       |        |        |        |
| K-9                                       |         | 1       |       | 1     | 1      |        | 1      |
| FELINE                                    |         |         |       | 0     |        |        | 0      |
| OTHER ANIMAL                              |         |         |       | 0     |        |        | 0      |
| <b>WRITTEN WARNINGS</b>                   | 2       |         |       | 2     | 2      |        | 2      |
| <b>VERBAL WARNINGS</b>                    |         | 1       | 1     | 2     | 2      |        | 2      |
| <b>NTA'S ISSUED</b>                       |         |         |       | 0     |        |        | 0      |
| <b>PUBLIC SERVICES</b>                    | 16      | 3       | 3     | 22    | 22     | 15     | 7      |
| <b>ADMINISTRATION</b>                     | 9       | 7       | 3     | 19    | 19     |        | 19     |
| <b>PARK CHECKS/ PATROLS</b>               | 29      | 23      | 23    | 75    | 75     |        | 75     |
| <b>INSP./ WELFARE CHECKS</b>              |         |         |       | 0     |        |        | 0      |
| <b>FOLLOW UP</b>                          |         | 1       | 2     | 3     | 3      |        |        |
| <b>UNFOUNDED CALLS</b>                    | 2       | 4       | 2     | 8     | 8      | 12     | -4     |
| <b>OUT OF DISTRICT CALLS</b>              |         |         |       | 0     |        |        | 0      |
| <b>WILD ANIMAL CALLS</b>                  | 1       |         | 1     | 2     | 3      | 4      | -1     |
| <b>TRAPS LOANED OUT</b>                   |         |         |       | 0     |        |        | 0      |
| <b>PATROL TIME</b>                        |         |         |       | 0     |        |        | 0      |

| NORTHEAST ANIMAL CONTROL QUARTERLY REPORT |         |          |       |       |        |        |        |
|-------------------------------------------|---------|----------|-------|-------|--------|--------|--------|
| MISSION                                   |         |          |       |       |        |        |        |
| YEAR: 2014                                | January | February | March | TOTAL | Y.T.D. | Y.A.D. | + OR - |
| DISPATCHED CALLS                          | 27      | 21       | 31    | 79    | 79     | 104    | -25    |
| ON VIEW ACTIVITY                          | 179     | 184      | 173   | 536   | 536    | 624    | -88    |
| NOTIFIED BY CITIZEN                       | 1       | 7        |       | 8     | 8      | 15     | -7     |
|                                           |         |          |       |       |        |        |        |
| ANIMALS APPREHENDED                       |         |          |       |       |        |        |        |
| K-9                                       |         | 7        | 8     | 15    | 15     | 16     | -1     |
| FELINE                                    |         |          |       | 0     |        | 1      | -1     |
| WILD ANIMAL                               |         |          |       | 0     |        |        | 0      |
| OTHER ANIMAL                              |         |          |       | 0     |        |        | 0      |
| ANIMALS IMPOUNDED                         |         |          |       |       |        |        |        |
| K-9                                       |         |          | 2     | 2     | 2      | 10     | -8     |
| FELINE                                    |         |          |       | 0     |        | 1      | -1     |
| WILD ANIMAL                               |         |          |       | 0     |        |        | 0      |
| OTHER ANIMAL                              |         |          |       | 0     |        |        | 0      |
| ANIMALS RETURNED                          |         |          |       |       |        |        |        |
| K-9                                       |         | 6        | 5     | 11    | 11     | 6      | 5      |
| FELINE                                    |         |          |       | 0     |        |        | 0      |
| WILD ANIMAL                               |         |          |       | 0     |        |        | 0      |
| OTHER ANIMAL                              |         |          |       | 0     |        |        | 0      |
| VET. RETURNED                             |         |          |       |       |        |        |        |
| K-9                                       |         |          |       | 0     |        |        | 0      |
| FELINE                                    |         |          |       | 0     |        |        | 0      |
| OTHER ANIMAL                              |         |          |       | 0     |        |        | 0      |
| INJURED ANIMALS                           |         |          |       |       |        |        |        |
| K-9                                       |         | 1        |       | 1     | 1      |        | 1      |
| FELINE                                    |         |          |       | 0     |        |        | 0      |
| WILD ANIMAL                               |         |          |       | 0     |        |        | 0      |
| OTHER ANIMAL                              |         |          |       | 0     |        |        | 0      |
| ANIMALS HOSPITALIZED                      |         |          |       |       |        |        |        |
| K-9                                       |         | 1        | 1     | 2     | 2      |        |        |
| FELINE                                    |         |          |       | 0     |        |        | 0      |
| WILD ANIMAL                               |         |          |       | 0     |        |        | 0      |
| OTHER ANIMAL                              |         |          |       | 0     |        |        | 0      |
| ANIMALS DESTROYED                         |         |          |       |       |        |        |        |
| K-9                                       |         |          |       | 0     |        |        | 0      |
| FELINE                                    |         |          |       | 0     |        |        | 0      |
| WILD ANIMAL                               |         |          |       | 0     |        |        | 0      |
| OTHER ANIMAL                              |         |          |       | 0     |        |        | 0      |
| NOT APPREHENDED                           |         |          |       |       |        |        |        |
| K-9                                       | 1       |          | 4     | 5     | 5      | 1      | 4      |
| FELINE                                    |         |          |       | 0     |        | 1      | -1     |
| WILD ANIMAL                               |         |          |       | 0     |        |        | 0      |
| OTHER ANIMAL                              |         |          |       | 0     |        |        | 0      |
| CHEMICAL CAPTURE                          |         |          |       |       |        |        |        |
| K-9                                       |         |          |       | 0     |        |        | 0      |
| FELINE                                    |         |          |       | 0     |        |        | 0      |
| WILD ANIMAL                               |         |          |       | 0     |        |        | 0      |

| NORTHEAST ANIMAL CONTROL QUARTERLY REPORT |         |          |       |       |        |        |        |
|-------------------------------------------|---------|----------|-------|-------|--------|--------|--------|
| MISSION                                   |         |          |       |       |        |        |        |
| FIRST QUARTER                             | January | February | March | TOTAL | Y.T.D. | Y.A.D. | + OR - |
| <b>ANIMAL BITE REPORTS</b>                |         |          |       |       |        |        |        |
| K-9                                       |         |          | 2     | 2     | 2      | 1      | 1      |
| FELINE                                    |         |          |       | 0     |        |        | 0      |
| WILD ANIMAL                               |         |          |       | 0     |        |        | 0      |
| OTHER ANIMAL                              |         |          |       | 0     |        |        | 0      |
| <b>DEAD ANIMAL PICK-UP</b>                |         |          |       |       |        |        |        |
| K-9                                       |         |          |       | 0     |        | 1      | -1     |
| FELINE                                    | 1       |          |       | 1     | 1      | 1      | 0      |
| WILD ANIMAL                               | 4       | 3        | 3     | 10    | 10     | 15     | -5     |
| OTHER ANIMAL                              |         |          |       | 0     |        |        | 0      |
| <b>GPR REPORTS</b>                        |         |          |       |       |        |        |        |
| K-9                                       |         | 1        |       |       |        |        |        |
| FELINE                                    |         |          |       |       |        |        |        |
| WILD ANIMAL                               |         |          |       |       |        |        |        |
| <b>NOISE COMPLAINT</b>                    |         |          |       |       |        |        |        |
| K-9                                       |         | 1        | 1     | 2     | 2      | 5      | -3     |
| FELINE                                    |         |          |       | 0     |        | 1      | -1     |
| WILD ANIMAL                               |         |          |       | 0     |        |        | 0      |
| OTHER ANIMAL                              |         |          |       | 0     |        |        | 0      |
| <b>LOST ANIMALS</b>                       |         |          |       |       |        |        |        |
| K-9                                       | 3       |          | 2     | 5     | 5      | 3      | 2      |
| FELINE                                    | 1       |          | 2     | 3     | 3      | 6      | -3     |
| OTHER ANIMAL                              |         |          |       | 0     |        |        | 0      |
| <b>WRITTEN WARNINGS</b>                   | 3       |          | 2     | 5     | 5      | 1      | 4      |
| <b>VERBAL WARNINGS</b>                    | 5       | 4        | 5     | 14    | 14     | 10     | 4      |
| <b>NTA'S ISSUED</b>                       |         | 1        |       | 1     | 1      | 4      | -3     |
| <b>PUBLIC SERVICES</b>                    | 22      | 15       | 16    | 53    | 53     | 36     | 17     |
| <b>ADMINISTRATION</b>                     | 53      | 77       | 64    | 194   | 194    |        | 194    |
| <b>PARK CHECKS/ PATROLS</b>               | 132     | 98       | 106   | 336   | 336    |        | 336    |
| <b>INSP./ WELFARE CHECKS</b>              |         |          |       | 0     |        |        | 0      |
| <b>FOLLOW UP</b>                          |         |          | 3     | 3     | 3      |        |        |
| <b>UNFOUNDED CALLS</b>                    | 3       | 2        | 7     | 12    | 12     | 28     | -16    |
| <b>OUT OF DISTRICT CALLS</b>              |         |          |       | 0     |        |        | 0      |
| <b>WILD ANIMAL CALLS</b>                  | 1       | 1        | 1     | 3     | 3      | 17     | -14    |
| <b>TRAPS LOANED OUT</b>                   |         |          |       | 0     |        |        | 0      |
| <b>PATROL TIME</b>                        |         |          |       | 0     |        |        | 0      |

| NORTHEAST ANIMAL CONTROL QUARTERLY REPORT |         |          |       |       |        |        |        |
|-------------------------------------------|---------|----------|-------|-------|--------|--------|--------|
| MISSION WOODS                             |         |          |       |       |        |        |        |
| YEAR: 2014                                | January | February | March | TOTAL | Y.T.D. | Y.A.D. | + OR - |
| DISPATCHED CALLS                          |         |          |       | 0     |        |        | 0      |
| ON VIEW ACTIVITY                          | 37      | 35       | 32    | 104   | 104    | 124    | -20    |
| NOTIFIED BY CITIZEN                       |         |          |       | 0     |        |        | 0      |
|                                           |         |          |       |       |        |        |        |
| ANIMALS APPREHENDED                       |         |          |       |       |        |        |        |
| K-9                                       |         |          |       | 0     |        |        | 0      |
| FELINE                                    |         |          |       | 0     |        |        | 0      |
| WILD ANIMAL                               |         |          |       | 0     |        |        | 0      |
| OTHER ANIMAL                              |         |          |       | 0     |        |        | 0      |
| ANIMALS IMPOUNDED                         |         |          |       |       |        |        |        |
| K-9                                       |         |          |       | 0     |        |        | 0      |
| FELINE                                    |         |          |       | 0     |        |        | 0      |
| WILD ANIMAL                               |         |          |       | 0     |        |        | 0      |
| OTHER ANIMAL                              |         |          |       | 0     |        |        | 0      |
| ANIMALS RETURNED                          |         |          |       |       |        |        |        |
| K-9                                       |         |          |       | 0     |        |        | 0      |
| FELINE                                    |         |          |       | 0     |        |        | 0      |
| WILD ANIMAL                               |         |          |       | 0     |        |        | 0      |
| OTHER ANIMAL                              |         |          |       | 0     |        |        | 0      |
| VET. RETURNED                             |         |          |       |       |        |        |        |
| K-9                                       |         |          |       | 0     |        |        | 0      |
| FELINE                                    |         |          |       | 0     |        |        | 0      |
| OTHER ANIMAL                              |         |          |       | 0     |        |        | 0      |
| INJURED ANIMALS                           |         |          |       |       |        |        |        |
| K-9                                       |         |          |       | 0     |        |        | 0      |
| FELINE                                    |         |          |       | 0     |        |        | 0      |
| WILD ANIMAL                               |         |          |       | 0     |        |        | 0      |
| OTHER ANIMAL                              |         |          |       | 0     |        |        | 0      |
| ANIMALS HOSPITALIZED                      |         |          |       |       |        |        |        |
| K-9                                       |         |          |       | 0     |        |        |        |
| FELINE                                    |         |          |       | 0     |        |        | 0      |
| WILD ANIMAL                               |         |          |       | 0     |        |        | 0      |
| OTHER ANIMAL                              |         |          |       | 0     |        |        | 0      |
| ANIMALS DESTROYED                         |         |          |       |       |        |        |        |
| K-9                                       |         |          |       | 0     |        |        | 0      |
| FELINE                                    |         |          |       | 0     |        |        | 0      |
| WILD ANIMAL                               |         |          |       | 0     |        |        | 0      |
| OTHER ANIMAL                              |         |          |       | 0     |        |        | 0      |
| NOT APPREHENDED                           |         |          |       |       |        |        |        |
| K-9                                       |         |          |       | 0     |        |        | 0      |
| FELINE                                    |         |          |       | 0     |        |        | 0      |
| WILD ANIMAL                               |         |          |       | 0     |        |        | 0      |
| OTHER ANIMAL                              |         |          |       | 0     |        |        | 0      |
| CHEMICAL CAPTURE                          |         |          |       |       |        |        |        |
| K-9                                       |         |          |       | 0     |        |        | 0      |
| FELINE                                    |         |          |       | 0     |        |        | 0      |
| WILD ANIMAL                               |         |          |       | 0     |        |        | 0      |

| NORTHEAST ANIMAL CONTROL QUARTERLY REPORT |         |          |       |       |        |        |        |
|-------------------------------------------|---------|----------|-------|-------|--------|--------|--------|
| MISSION WOODS                             |         |          |       |       |        |        |        |
| FIRST QUARTER                             | January | February | March | TOTAL | Y.T.D. | Y.A.D. | + OR - |
| <b>ANIMAL BITE REPORTS</b>                |         |          |       |       |        |        |        |
| K-9                                       |         |          |       | 0     |        |        | 0      |
| FELINE                                    |         |          |       | 0     |        |        | 0      |
| WILD ANIMAL                               |         |          |       | 0     |        |        | 0      |
| OTHER ANIMAL                              |         |          |       | 0     |        |        | 0      |
| <b>DEAD ANIMAL PICK-UP</b>                |         |          |       |       |        |        |        |
| K-9                                       |         |          |       | 0     |        |        | 0      |
| FELINE                                    |         |          |       | 0     |        |        | 0      |
| WILD ANIMAL                               |         |          |       | 0     |        |        | 0      |
| OTHER ANIMAL                              |         |          |       | 0     |        |        | 0      |
| <b>GPR REPORTS</b>                        |         |          |       |       |        |        |        |
| K-9                                       |         |          |       |       |        |        |        |
| FELINE                                    |         |          |       |       |        |        |        |
| WILD ANIMAL                               |         |          |       |       |        |        |        |
| <b>NOISE COMPLAINT</b>                    |         |          |       |       |        |        |        |
| K-9                                       |         |          |       | 0     |        |        | 0      |
| FELINE                                    |         |          |       | 0     |        |        | 0      |
| WILD ANIMAL                               |         |          |       | 0     |        |        | 0      |
| OTHER ANIMAL                              |         |          |       | 0     |        |        | 0      |
| <b>LOST ANIMALS</b>                       |         |          |       |       |        |        |        |
| K-9                                       |         |          |       | 0     |        |        | 0      |
| FELINE                                    |         | 1        |       | 1     | 1      |        | 1      |
| OTHER ANIMAL                              |         |          |       | 0     |        |        | 0      |
| <b>WRITTEN WARNINGS</b>                   |         |          |       | 0     |        |        | 0      |
| <b>VERBAL WARNINGS</b>                    |         |          |       | 0     |        |        | 0      |
| <b>NTA'S ISSUED</b>                       |         |          |       | 0     |        |        | 0      |
| <b>PUBLIC SERVICES</b>                    |         | 1        |       | 1     | 1      |        | 1      |
| <b>ADMINISTRATION</b>                     |         |          |       | 0     |        |        | 0      |
| <b>PARK CHECKS/ PATROLS</b>               | 37      | 35       | 32    | 104   | 104    |        | 104    |
| <b>INSP./ WELFARE CHECKS</b>              |         |          |       | 0     |        |        | 0      |
| <b>FOLLOW UP</b>                          |         |          |       |       |        |        |        |
| <b>UNFOUNDED CALLS</b>                    |         |          |       | 0     |        |        | 0      |
| <b>OUT OF DISTRICT CALLS</b>              |         |          |       | 0     |        |        | 0      |
| <b>WILD ANIMAL CALLS</b>                  |         |          |       | 0     |        |        | 0      |
| <b>TRAPS LOANED OUT</b>                   |         |          |       | 0     |        |        | 0      |
| <b>PATROL TIME</b>                        | 6:10    | 5:10     | 5:30  | 16:50 | 16:50  | 19:10  | *-2:20 |

| NORTHEAST ANIMAL CONTROL QUARTERLY REPORT |         |          |       |       |        |        |        |
|-------------------------------------------|---------|----------|-------|-------|--------|--------|--------|
| ROELAND PARK                              |         |          |       |       |        |        |        |
| YEAR: 2014                                | January | February | March | TOTAL | Y.T.D. | Y.A.D. | + OR - |
| DISPATCHED CALLS                          | 17      | 14       | 28    | 59    | 59     | 66     | -7     |
| ON VIEW ACTIVITY                          | 77      | 68       | 63    | 208   | 208    | 264    | -56    |
| NOTIFIED BY CITIZEN                       | 3       | 5        | 2     | 10    | 10     | 15     | -5     |
|                                           |         |          |       |       |        |        |        |
| ANIMALS APPREHENDED                       |         |          |       |       |        |        |        |
| K-9                                       | 5       | 3        | 4     | 12    | 12     | 15     | -3     |
| FELINE                                    | 2       | 1        |       | 3     | 3      | 2      | 1      |
| WILD ANIMAL                               |         |          | 3     | 3     | 3      |        | 3      |
| OTHER ANIMAL                              |         |          |       | 0     |        |        | 0      |
| ANIMALS IMPOUNDED                         |         |          |       |       |        |        |        |
| K-9                                       | 1       | 1        |       | 2     | 2      | 10     | -8     |
| FELINE                                    | 1       | 1        |       | 2     | 2      | 2      | 0      |
| WILD ANIMAL                               |         |          |       | 0     |        |        | 0      |
| OTHER ANIMAL                              |         |          |       | 0     |        |        | 0      |
| ANIMALS RETURNED                          |         |          |       |       |        |        |        |
| K-9                                       | 4       | 2        | 4     | 10    | 10     | 5      | 5      |
| FELINE                                    |         |          |       | 0     |        |        | 0      |
| WILD ANIMAL                               |         |          |       | 0     |        |        | 0      |
| OTHER ANIMAL                              |         |          |       | 0     |        |        | 0      |
| VET. RETURNED                             |         |          |       |       |        |        |        |
| K-9                                       |         |          |       | 0     |        |        | 0      |
| FELINE                                    |         |          |       | 0     |        |        | 0      |
| OTHER ANIMAL                              |         |          |       | 0     |        |        | 0      |
| INJURED ANIMALS                           |         |          |       |       |        |        |        |
| K-9                                       |         |          |       | 0     |        |        | 0      |
| FELINE                                    | 1       |          |       | 1     | 1      |        | 1      |
| WILD ANIMAL                               |         |          | 1     | 1     | 1      |        | 1      |
| OTHER ANIMAL                              |         |          |       | 0     |        |        | 0      |
| ANIMALS HOSPITALIZED                      |         |          |       |       |        |        |        |
| K-9                                       |         |          |       | 0     |        |        |        |
| FELINE                                    |         |          |       | 0     |        |        | 0      |
| WILD ANIMAL                               |         |          |       | 0     |        |        | 0      |
| OTHER ANIMAL                              |         |          |       | 0     |        |        | 0      |
| ANIMALS DESTROYED                         |         |          |       |       |        |        |        |
| K-9                                       |         |          |       | 0     |        |        | 0      |
| FELINE                                    | 1       |          |       | 1     | 1      |        | 1      |
| WILD ANIMAL                               |         |          | 1     | 1     | 1      |        | 1      |
| OTHER ANIMAL                              |         |          |       | 0     |        |        | 0      |
| NOT APPREHENDED                           |         |          |       |       |        |        |        |
| K-9                                       |         |          |       | 0     |        |        | 0      |
| FELINE                                    |         |          |       | 0     |        | 1      | -1     |
| WILD ANIMAL                               |         |          |       | 0     |        |        | 0      |
| OTHER ANIMAL                              |         |          |       | 0     |        |        | 0      |
| CHEMICAL CAPTURE                          |         |          |       |       |        |        |        |
| K-9                                       |         |          |       | 0     |        |        | 0      |
| FELINE                                    |         |          |       | 0     |        |        | 0      |
| WILD ANIMAL                               |         |          |       | 0     |        |        | 0      |

| NORTHEAST ANIMAL CONTROL QUARTERLY REPORT |         |          |       |       |        |        |        |
|-------------------------------------------|---------|----------|-------|-------|--------|--------|--------|
| ROELAND PARK                              |         |          |       |       |        |        |        |
| FIRST QUARTER                             | January | February | March | TOTAL | Y.T.D. | Y.A.D. | + OR - |
| <b>ANIMAL BITE REPORTS</b>                |         |          |       |       |        |        |        |
| K-9                                       |         |          | 1     | 1     | 1      |        | 1      |
| FELINE                                    |         |          |       | 0     |        |        | 0      |
| WILD ANIMAL                               |         |          |       | 0     |        |        | 0      |
| OTHER ANIMAL                              |         |          |       | 0     |        |        | 0      |
| <b>DEAD ANIMAL PICK-UP</b>                |         |          |       |       |        |        |        |
| K-9                                       |         |          |       | 0     |        |        | 0      |
| FELINE                                    |         |          |       | 0     |        | 1      | -1     |
| WILD ANIMAL                               |         | 5        | 16    | 21    | 21     | 1      | 20     |
| OTHER ANIMAL                              |         |          |       | 0     |        |        | 0      |
| <b>GPR REPORTS</b>                        |         |          |       |       |        |        |        |
| K-9                                       |         |          | 1     | 1     | 1      |        |        |
| FELINE                                    |         |          |       |       |        |        |        |
| WILD ANIMAL                               |         |          |       |       |        |        |        |
| <b>NOISE COMPLAINT</b>                    |         |          |       |       |        |        |        |
| K-9                                       |         | 2        |       | 2     | 2      | 2      | 0      |
| FELINE                                    |         |          |       | 0     |        |        | 0      |
| WILD ANIMAL                               |         |          |       | 0     |        |        | 0      |
| OTHER ANIMAL                              |         |          |       | 0     |        |        | 0      |
| <b>LOST ANIMALS</b>                       |         |          |       |       |        |        |        |
| K-9                                       |         | 3        |       | 3     | 3      | 2      | 1      |
| FELINE                                    |         |          | 1     | 1     | 1      | 1      | 0      |
| OTHER ANIMAL                              |         |          |       | 0     |        | 1      | -1     |
| <b>WRITTEN WARNINGS</b>                   |         | 1        | 3     | 4     | 4      | 5      | -1     |
| <b>VERBAL WARNINGS</b>                    | 5       | 4        | 3     | 12    | 12     | 8      | 4      |
| <b>NTA'S ISSUED</b>                       |         | 3        |       | 3     | 3      | 1      | 2      |
| <b>PUBLIC SERVICES</b>                    | 10      | 5        | 10    | 25    | 25     | 28     | -3     |
| <b>ADMINISTRATION</b>                     | 21      | 19       | 13    | 53    | 53     |        | 53     |
| <b>PARK CHECKS/ PATROLS</b>               | 53      | 44       | 45    | 142   | 142    |        | 142    |
| <b>INSP./ WELFARE CHECKS</b>              |         |          |       | 0     |        |        | 0      |
| <b>FOLLOW UP</b>                          |         |          | 1     | 1     | 1      |        |        |
| <b>UNFOUNDED CALLS</b>                    | 5       | 2        | 7     | 14    | 14     | 10     | 4      |
| <b>OUT OF DISTRICT CALLS</b>              |         |          |       | 0     |        |        | 0      |
| <b>WILD ANIMAL CALLS</b>                  |         |          | 3     | 3     | 3      | 6      | -3     |
| <b>TRAPS LOANED OUT</b>                   |         |          |       | 0     |        |        | 0      |
| <b>PATROL TIME</b>                        |         |          |       | 0     |        |        | 0      |

| NORTHEAST ANIMAL CONTROL QUARTERLY REPORT |         |          |       |       |        |        |        |
|-------------------------------------------|---------|----------|-------|-------|--------|--------|--------|
| WESTWOOD                                  |         |          |       |       |        |        |        |
| YEAR: 2014                                | January | February | March | TOTAL | Y.T.D. | Y.A.D. | + OR - |
| DISPATCHED CALLS                          | 2       | 9        | 10    | 21    | 21     | 7      | 14     |
| ON VIEW ACTIVITY                          | 35      | 40       | 31    | 106   | 106    | 112    | -6     |
| NOTIFIED BY CITIZEN                       |         | 2        |       | 2     | 2      | 1      | 1      |
|                                           |         |          |       |       |        |        |        |
| ANIMALS APPREHENDED                       |         |          |       |       |        |        |        |
| K-9                                       |         | 1        |       | 1     | 1      | 6      | -5     |
| FELINE                                    |         | 1        |       | 1     | 1      |        | 1      |
| WILD ANIMAL                               |         |          |       | 0     |        |        | 0      |
| OTHER ANIMAL                              |         |          |       | 0     |        |        | 0      |
| ANIMALS IMPOUNDED                         |         |          |       |       |        |        |        |
| K-9                                       |         | 1        |       | 1     | 1      | 3      | -2     |
| FELINE                                    |         | 1        |       | 1     | 1      |        | 1      |
| WILD ANIMAL                               |         |          |       | 0     |        |        | 0      |
| OTHER ANIMAL                              |         |          |       | 0     |        |        | 0      |
| ANIMALS RETURNED                          |         |          |       |       |        |        |        |
| K-9                                       |         |          |       | 0     |        | 3      | -3     |
| FELINE                                    |         |          |       | 0     |        |        | 0      |
| WILD ANIMAL                               |         |          |       | 0     |        |        | 0      |
| OTHER ANIMAL                              |         |          |       | 0     |        |        | 0      |
| VET. RETURNED                             |         |          |       |       |        |        |        |
| K-9                                       |         |          |       | 0     |        |        | 0      |
| FELINE                                    |         |          |       | 0     |        |        | 0      |
| OTHER ANIMAL                              |         |          |       | 0     |        |        | 0      |
| INJURED ANIMALS                           |         |          |       |       |        |        |        |
| K-9                                       |         |          |       | 0     |        |        | 0      |
| FELINE                                    |         |          |       | 0     |        |        | 0      |
| WILD ANIMAL                               |         |          |       | 0     |        |        | 0      |
| OTHER ANIMAL                              |         |          |       | 0     |        |        | 0      |
| ANIMALS HOSPITALIZED                      |         |          |       |       |        |        |        |
| K-9                                       |         |          |       | 0     |        |        |        |
| FELINE                                    |         |          |       | 0     |        |        | 0      |
| WILD ANIMAL                               |         |          |       | 0     |        |        | 0      |
| OTHER ANIMAL                              |         |          |       | 0     |        |        | 0      |
| ANIMALS DESTROYED                         |         |          |       |       |        |        |        |
| K-9                                       |         |          |       | 0     |        |        | 0      |
| FELINE                                    |         |          |       | 0     |        |        | 0      |
| WILD ANIMAL                               |         |          |       | 0     |        |        | 0      |
| OTHER ANIMAL                              |         |          |       | 0     |        |        | 0      |
| NOT APPREHENDED                           |         |          |       |       |        |        |        |
| K-9                                       |         |          |       | 0     |        |        | 0      |
| FELINE                                    |         |          |       | 0     |        |        | 0      |
| WILD ANIMAL                               |         |          |       | 0     |        |        | 0      |
| OTHER ANIMAL                              |         |          |       | 0     |        |        | 0      |
| CHEMICAL CAPTURE                          |         |          |       |       |        |        |        |
| K-9                                       |         |          |       | 0     |        |        | 0      |
| FELINE                                    |         |          |       | 0     |        |        | 0      |
| WILD ANIMAL                               |         |          |       | 0     |        |        | 0      |

| NORTHEAST ANIMAL CONTROL QUARTERLY REPORT |         |          |       |       |        |        |        |
|-------------------------------------------|---------|----------|-------|-------|--------|--------|--------|
| WESTWOOD                                  |         |          |       |       |        |        |        |
| FIRST QUARTER                             | January | February | March | TOTAL | Y.T.D. | Y.A.D. | + OR - |
| <b>ANIMAL BITE REPORTS</b>                |         |          |       |       |        |        |        |
| K-9                                       |         |          |       | 0     |        |        | 0      |
| FELINE                                    |         |          |       | 0     |        |        | 0      |
| WILD ANIMAL                               |         |          |       | 0     |        |        | 0      |
| OTHER ANIMAL                              |         |          |       | 0     |        |        | 0      |
| <b>DEAD ANIMAL PICK-UP</b>                |         |          |       |       |        |        |        |
| K-9                                       |         |          |       | 0     |        |        | 0      |
| FELINE                                    |         |          |       | 0     |        |        | 0      |
| WILD ANIMAL                               | 3       |          | 1     | 4     | 4      | 2      | 2      |
| OTHER ANIMAL                              |         |          |       | 0     |        |        | 0      |
| <b>GPR REPORTS</b>                        |         |          |       |       |        |        |        |
| K-9                                       |         | 1        |       |       |        |        |        |
| FELINE                                    |         |          |       |       |        |        |        |
| WILD ANIMAL                               |         |          |       |       |        |        |        |
| <b>NOISE COMPLAINT</b>                    |         |          |       |       |        |        |        |
| K-9                                       |         |          |       | 0     |        |        | 0      |
| FELINE                                    |         |          |       | 0     |        |        | 0      |
| WILD ANIMAL                               |         |          |       | 0     |        |        | 0      |
| OTHER ANIMAL                              |         |          |       | 0     |        |        | 0      |
| <b>LOST ANIMALS</b>                       |         |          |       |       |        |        |        |
| K-9                                       |         |          |       | 0     |        |        | 0      |
| FELINE                                    |         |          |       | 0     |        |        | 0      |
| OTHER ANIMAL                              |         |          |       | 0     |        |        | 0      |
| <b>WRITTEN WARNINGS</b>                   |         |          | 1     | 1     | 1      |        | 1      |
| <b>VERBAL WARNINGS</b>                    | 1       | 1        | 2     | 4     | 4      |        | 4      |
| <b>NTA'S ISSUED</b>                       |         |          |       | 0     |        |        | 0      |
| <b>PUBLIC SERVICES</b>                    |         | 2        | 4     | 6     | 6      | 2      | 4      |
| <b>ADMINISTRATION</b>                     | 29      | 21       | 26    | 76    | 76     |        | 76     |
| <b>PARK CHECKS/ PATROLS</b>               | 9       | 8        | 2     | 19    | 19     |        | 19     |
| <b>INSP./ WELFARE CHECKS</b>              |         |          |       | 0     |        |        | 0      |
| <b>FOLLOW UP</b>                          |         | 2        | 1     | 3     | 3      |        |        |
| <b>UNFOUNDED CALLS</b>                    | 1       | 2        | 2     | 5     | 5      | 2      | 3      |
| <b>OUT OF DISTRICT CALLS</b>              |         |          |       | 0     |        |        | 0      |
| <b>WILD ANIMAL CALLS</b>                  |         | 2        | 2     | 4     | 4      |        | 4      |
| <b>TRAPS LOANED OUT</b>                   |         |          |       | 0     |        |        | 0      |
| <b>PATROL TIME</b>                        |         |          |       | 0     |        |        | 0      |

| NORTHEAST ANIMAL CONTROL QUARTERLY REPORT |         |          |       |       |        |        |        |
|-------------------------------------------|---------|----------|-------|-------|--------|--------|--------|
| WESTWOOD HILLS                            |         |          |       |       |        |        |        |
| YEAR: 2014                                | January | February | March | TOTAL | Y.T.D. | Y.A.D. | + OR - |
| DISPATCHED CALLS                          | 1       | 2        |       | 3     | 3      | 5      | -2     |
| ON VIEW ACTIVITY                          | 37      | 35       | 32    | 104   | 104    | 114    | -10    |
| NOTIFIED BY CITIZEN                       |         | 2        |       | 2     | 2      |        | 2      |
|                                           |         |          |       |       |        |        |        |
| ANIMALS APPREHENDED                       |         |          |       |       |        |        |        |
| K-9                                       | 2       |          |       | 2     | 2      | 2      | 0      |
| FELINE                                    |         |          |       | 0     |        |        | 0      |
| WILD ANIMAL                               |         |          |       | 0     |        |        | 0      |
| OTHER ANIMAL                              |         |          |       | 0     |        |        | 0      |
| ANIMALS IMPOUNDED                         |         |          |       |       |        |        |        |
| K-9                                       |         |          |       | 0     |        | 1      | -1     |
| FELINE                                    |         |          |       | 0     |        |        | 0      |
| WILD ANIMAL                               |         |          |       | 0     |        |        | 0      |
| OTHER ANIMAL                              |         |          |       | 0     |        |        | 0      |
| ANIMALS RETURNED                          |         |          |       |       |        |        |        |
| K-9                                       | 2       |          |       | 2     | 2      | 1      | 1      |
| FELINE                                    |         |          |       | 0     |        |        | 0      |
| WILD ANIMAL                               |         |          |       | 0     |        |        | 0      |
| OTHER ANIMAL                              |         |          |       | 0     |        |        | 0      |
| VET. RETURNED                             |         |          |       |       |        |        |        |
| K-9                                       |         |          |       | 0     |        |        | 0      |
| FELINE                                    |         |          |       | 0     |        |        | 0      |
| OTHER ANIMAL                              |         |          |       | 0     |        |        | 0      |
| INJURED ANIMALS                           |         |          |       |       |        |        |        |
| K-9                                       |         |          |       | 0     |        |        | 0      |
| FELINE                                    |         |          |       | 0     |        |        | 0      |
| WILD ANIMAL                               |         |          |       | 0     |        |        | 0      |
| OTHER ANIMAL                              |         |          |       | 0     |        |        | 0      |
| ANIMALS HOSPITALIZED                      |         |          |       |       |        |        |        |
| K-9                                       |         |          |       | 0     |        |        |        |
| FELINE                                    |         |          |       | 0     |        |        | 0      |
| WILD ANIMAL                               |         |          |       | 0     |        |        | 0      |
| OTHER ANIMAL                              |         |          |       | 0     |        |        | 0      |
| ANIMALS DESTROYED                         |         |          |       |       |        |        |        |
| K-9                                       |         |          |       | 0     |        |        | 0      |
| FELINE                                    |         |          |       | 0     |        |        | 0      |
| WILD ANIMAL                               |         |          |       | 0     |        |        | 0      |
| OTHER ANIMAL                              |         |          |       | 0     |        |        | 0      |
| NOT APPREHENDED                           |         |          |       |       |        |        |        |
| K-9                                       |         |          |       | 0     |        |        | 0      |
| FELINE                                    |         |          |       | 0     |        |        | 0      |
| WILD ANIMAL                               |         |          |       | 0     |        |        | 0      |
| OTHER ANIMAL                              |         |          |       | 0     |        |        | 0      |
| CHEMICAL CAPTURE                          |         |          |       |       |        |        |        |
| K-9                                       |         |          |       | 0     |        |        | 0      |
| FELINE                                    |         |          |       | 0     |        |        | 0      |
| WILD ANIMAL                               |         |          |       | 0     |        |        | 0      |

| NORTHEAST ANIMAL CONTROL QUARTERLY REPORT |         |          |       |       |        |        |        |
|-------------------------------------------|---------|----------|-------|-------|--------|--------|--------|
| WESTWOOD HILLS                            |         |          |       |       |        |        |        |
| FIRST QUARTER                             | January | February | March | TOTAL | Y.T.D. | Y.A.D. | + OR - |
| <b>ANIMAL BITE REPORTS</b>                |         |          |       |       |        |        |        |
| K-9                                       |         |          |       | 0     |        |        | 0      |
| FELINE                                    |         |          |       | 0     |        |        | 0      |
| WILD ANIMAL                               |         |          |       | 0     |        |        | 0      |
| OTHER ANIMAL                              |         |          |       | 0     |        |        | 0      |
| <b>DEAD ANIMAL PICK-UP</b>                |         |          |       |       |        |        |        |
| K-9                                       |         |          |       | 0     |        |        | 0      |
| FELINE                                    |         | 1        |       | 1     | 1      |        | 1      |
| WILD ANIMAL                               |         |          |       | 0     |        |        | 0      |
| OTHER ANIMAL                              |         |          |       | 0     |        |        | 0      |
| <b>GPR REPORTS</b>                        |         |          |       |       |        |        |        |
| K-9                                       |         |          |       |       |        |        |        |
| FELINE                                    |         |          |       |       |        |        |        |
| WILD ANIMAL                               |         |          |       |       |        |        |        |
| <b>NOISE COMPLAINT</b>                    |         |          |       |       |        |        |        |
| K-9                                       |         |          |       | 0     |        |        | 0      |
| FELINE                                    |         |          |       | 0     |        |        | 0      |
| WILD ANIMAL                               |         |          |       | 0     |        |        | 0      |
| OTHER ANIMAL                              |         |          |       | 0     |        |        | 0      |
| <b>LOST ANIMALS</b>                       |         |          |       |       |        |        |        |
| K-9                                       |         |          |       | 0     |        |        | 0      |
| FELINE                                    |         |          |       | 0     |        |        | 0      |
| OTHER ANIMAL                              |         |          |       | 0     |        |        | 0      |
| <b>WRITTEN WARNINGS</b>                   |         | 1        |       | 1     | 1      |        | 1      |
| <b>VERBAL WARNINGS</b>                    |         |          |       | 0     |        |        | 0      |
| <b>NTA'S ISSUED</b>                       |         |          |       | 0     |        |        | 0      |
| <b>PUBLIC SERVICES</b>                    |         | 1        |       | 1     | 1      | 3      | -2     |
| <b>ADMINISTRATION</b>                     |         |          |       | 0     |        |        | 0      |
| <b>PARK CHECKS/ PATROLS</b>               | 37      | 35       | 32    | 104   | 104    |        | 104    |
| <b>INSP./ WELFARE CHECKS</b>              |         |          |       | 0     |        |        | 0      |
| <b>FOLLOW UP</b>                          |         |          |       |       |        |        |        |
| <b>UNFOUNDED CALLS</b>                    |         | 1        |       | 1     | 1      | 3      | -2     |
| <b>OUT OF DISTRICT CALLS</b>              |         |          |       | 0     |        |        | 0      |
| <b>WILD ANIMAL CALLS</b>                  |         |          |       | 0     |        |        | 0      |
| <b>TRAPS LOANED OUT</b>                   |         |          |       | 0     |        |        | 0      |
| <b>PATROL TIME</b>                        | 6:10    | 5:10     | 5:30  | 16:50 | 16:50  | 19:10  | *-2:20 |

| NORTHEAST ANIMAL CONTROL MONTHLY REPORT |         |         |         |        |          |          |       |
|-----------------------------------------|---------|---------|---------|--------|----------|----------|-------|
| JANUARY                                 |         |         |         |        |          |          |       |
| YEAR: 2015                              | Fairway | Mission | M-Woods | R-Park | Westwood | WW-Hills | Total |
| DISPATCHED CALLS                        | 15      | 27      |         | 17     | 2        | 1        | 62    |
| ON VIEW ACTIVITY                        | 41      | 179     | 37      | 77     | 35       | 37       | 406   |
| NOTIFIED BY CITIZEN                     | 3       | 1       |         | 3      |          |          | 7     |
|                                         |         |         |         |        |          |          |       |
| ANIMALS APPREHENDED                     |         |         |         |        |          |          |       |
| K-9                                     | 2       |         |         | 5      |          | 2        | 9     |
| FELINE                                  |         |         |         | 2      |          |          | 2     |
| WILD ANIMAL                             | 2       |         |         |        |          |          | 2     |
| OTHER ANIMAL                            |         |         |         |        |          |          | 0     |
| ANIMALS IMPOUNDED                       |         |         |         |        |          |          |       |
| K-9                                     | 2       |         |         | 1      |          |          | 3     |
| FELINE                                  |         |         |         | 1      |          |          | 1     |
| WILD ANIMAL                             |         |         |         |        |          |          | 0     |
| OTHER ANIMAL                            |         |         |         |        |          |          | 0     |
| ANIMALS RETURNED                        |         |         |         |        |          |          |       |
| K-9                                     |         |         |         | 4      |          | 2        | 6     |
| FELINE                                  |         |         |         |        |          |          | 0     |
| WILD ANIMAL                             |         |         |         |        |          |          | 0     |
| OTHER ANIMAL                            |         |         |         |        |          |          | 0     |
| VET. RETURNED                           |         |         |         |        |          |          |       |
| K-9                                     |         |         |         |        |          |          | 0     |
| FELINE                                  |         |         |         |        |          |          | 0     |
| OTHER ANIMAL                            |         |         |         |        |          |          | 0     |
| INJURED ANIMALS                         |         |         |         |        |          |          |       |
| K-9                                     |         |         |         |        |          |          | 0     |
| FELINE                                  |         |         |         | 1      |          |          | 1     |
| WILD ANIMAL                             |         |         |         |        |          |          | 0     |
| OTHER ANIMAL                            |         |         |         |        |          |          | 0     |
| ANIMALS HOSPITALIZED                    |         |         |         |        |          |          |       |
| K-9                                     |         |         |         |        |          |          | 0     |
| FELINE                                  |         |         |         |        |          |          | 0     |
| WILD ANIMAL                             |         |         |         |        |          |          | 0     |
| OTHER ANIMAL                            |         |         |         |        |          |          | 0     |
| ANIMALS DESTROYED                       |         |         |         |        |          |          |       |
| K-9                                     |         |         |         |        |          |          | 0     |
| FELINE                                  |         |         |         | 1      |          |          | 1     |
| WILD ANIMAL                             |         |         |         |        |          |          | 0     |
| OTHER ANIMAL                            |         |         |         |        |          |          | 0     |
| NOT APPREHENDED                         |         |         |         |        |          |          |       |
| K-9                                     |         | 1       |         |        |          |          | 1     |
| FELINE                                  |         |         |         |        |          |          | 0     |
| WILD ANIMAL                             |         |         |         |        |          |          | 0     |
| OTHER ANIMAL                            |         |         |         |        |          |          | 0     |
| CHEMICAL CAPTURE                        |         |         |         |        |          |          |       |
| K-9                                     |         |         |         |        |          |          | 0     |
| FELINE                                  |         |         |         |        |          |          | 0     |
| WILD ANIMAL                             |         |         |         |        |          |          | 0     |

| NORTHEAST ANIMAL CONTROL MONTHLY REPORT |         |         |         |        |          |          |       |
|-----------------------------------------|---------|---------|---------|--------|----------|----------|-------|
| JANUARY                                 |         |         |         |        |          |          |       |
| YEAR: 2015                              | Fairway | Mission | M-Woods | R-Park | Westwood | WW-Hills | Total |
| <b>ANIMAL BITE REPORTS</b>              |         |         |         |        |          |          |       |
| K-9                                     |         |         |         |        |          |          | 0     |
| FELINE                                  |         |         |         |        |          |          | 0     |
| WILD ANIMAL                             |         |         |         |        |          |          | 0     |
| OTHER ANIMAL                            |         |         |         |        |          |          | 0     |
| <b>DEAD ANIMAL PICK-UP</b>              |         |         |         |        |          |          |       |
| K-9                                     |         |         |         |        |          |          | 0     |
| FELINE                                  |         | 1       |         |        |          |          | 1     |
| WILD ANIMAL                             | 1       | 4       |         |        | 3        |          | 8     |
| OTHER ANIMAL                            |         |         |         |        |          |          | 0     |
| <b>GPR REPORTS</b>                      |         |         |         |        |          |          |       |
| K-9                                     |         |         |         |        |          |          |       |
| FELINE                                  |         |         |         |        |          |          |       |
| WILD ANIMAL                             |         |         |         |        |          |          |       |
| <b>NOISE COMPLAINT</b>                  |         |         |         |        |          |          |       |
| K-9                                     | 2       |         |         |        |          |          | 2     |
| FELINE                                  |         |         |         |        |          |          | 0     |
| WILD ANIMAL                             |         |         |         |        |          |          | 0     |
| OTHER ANIMAL                            |         |         |         |        |          |          | 0     |
| <b>LOST ANIMALS</b>                     |         |         |         |        |          |          |       |
| K-9                                     |         | 3       |         |        |          |          | 3     |
| FELINE                                  |         | 1       |         |        |          |          | 1     |
| OTHER ANIMAL                            |         |         |         |        |          |          | 0     |
| <b>WRITTEN WARNINGS</b>                 | 2       | 3       |         |        |          |          | 5     |
| <b>VERBAL WARNINGS</b>                  |         | 5       |         | 5      | 1        |          | 11    |
| <b>NTA'S ISSUED</b>                     |         |         |         |        |          |          | 0     |
| <b>PUBLIC SERVICES</b>                  | 16      | 22      |         | 10     |          |          | 48    |
| <b>ADMINISTRATION</b>                   | 9       | 53      |         | 21     | 29       |          | 112   |
| <b>PARK CHECKS/ PATROLS</b>             | 29      | 132     | 37      | 53     | 9        | 37       | 297   |
| <b>INSP./ WELFARE CHECKS</b>            |         |         |         |        |          |          | 0     |
| <b>FOLLOW UP</b>                        |         |         |         |        |          |          |       |
| <b>UNFOUNDED CALLS</b>                  | 2       | 3       |         | 5      | 1        |          | 11    |
| <b>OUT OF DISTRICT CALLS</b>            |         |         |         |        |          |          | 0     |
| <b>WILD ANIMAL CALLS</b>                | 1       | 1       |         |        |          |          | 2     |
| <b>TRAPS LOANED OUT</b>                 |         |         |         |        |          |          | 0     |
| <b>PATROL TIME</b>                      |         |         | 6:10    |        |          | 6:10     | 12:20 |

| NORTHEAST ANIMAL CONTROL MONTHLY REPORT |         |         |         |        |          |          |       |
|-----------------------------------------|---------|---------|---------|--------|----------|----------|-------|
| FEBRUARY                                |         |         |         |        |          |          |       |
| YEAR: 2015                              | Fairway | Mission | M-Woods | R-Park | Westwood | WW-Hills | Total |
| DISPATCHED CALLS                        | 6       | 21      |         | 14     | 9        | 2        | 52    |
| ON VIEW ACTIVITY                        | 32      | 184     | 35      | 68     | 40       | 35       | 394   |
| NOTIFIED BY CITIZEN                     | 1       | 7       |         | 5      | 2        | 2        | 17    |
|                                         |         |         |         |        |          |          |       |
| ANIMALS APPREHENDED                     |         |         |         |        |          |          |       |
| K-9                                     |         | 7       |         | 3      | 1        |          | 11    |
| FELINE                                  |         |         |         | 1      | 1        |          | 2     |
| WILD ANIMAL                             |         |         |         |        |          |          | 0     |
| OTHER ANIMAL                            |         |         |         |        |          |          | 0     |
| ANIMALS IMPOUNDED                       |         |         |         |        |          |          |       |
| K-9                                     |         |         |         | 1      | 1        |          | 2     |
| FELINE                                  |         |         |         | 1      | 1        |          | 2     |
| WILD ANIMAL                             |         |         |         |        |          |          | 0     |
| OTHER ANIMAL                            |         |         |         |        |          |          | 0     |
| ANIMALS RETURNED                        |         |         |         |        |          |          |       |
| K-9                                     |         | 6       |         | 2      |          |          | 8     |
| FELINE                                  |         |         |         |        |          |          | 0     |
| WILD ANIMAL                             |         |         |         |        |          |          | 0     |
| OTHER ANIMAL                            |         |         |         |        |          |          | 0     |
| VET. RETURNED                           |         |         |         |        |          |          |       |
| K-9                                     |         |         |         |        |          |          | 0     |
| FELINE                                  |         |         |         |        |          |          | 0     |
| OTHER ANIMAL                            |         |         |         |        |          |          | 0     |
| INJURED ANIMALS                         |         |         |         |        |          |          |       |
| K-9                                     |         | 1       |         |        |          |          | 1     |
| FELINE                                  |         |         |         |        |          |          | 0     |
| WILD ANIMAL                             |         |         |         |        |          |          | 0     |
| OTHER ANIMAL                            |         |         |         |        |          |          | 0     |
| ANIMALS HOSPITALIZED                    |         |         |         |        |          |          |       |
| K-9                                     |         | 1       |         |        |          |          | 1     |
| FELINE                                  |         |         |         |        |          |          | 0     |
| WILD ANIMAL                             |         |         |         |        |          |          | 0     |
| OTHER ANIMAL                            |         |         |         |        |          |          | 0     |
| ANIMALS DESTROYED                       |         |         |         |        |          |          |       |
| K-9                                     |         |         |         |        |          |          | 0     |
| FELINE                                  |         |         |         |        |          |          | 0     |
| WILD ANIMAL                             |         |         |         |        |          |          | 0     |
| OTHER ANIMAL                            |         |         |         |        |          |          | 0     |
| NOT APPREHENDED                         |         |         |         |        |          |          |       |
| K-9                                     |         |         |         |        |          |          | 0     |
| FELINE                                  |         |         |         |        |          |          | 0     |
| WILD ANIMAL                             |         |         |         |        |          |          | 0     |
| OTHER ANIMAL                            |         |         |         |        |          |          | 0     |
| CHEMICAL CAPTURE                        |         |         |         |        |          |          |       |
| K-9                                     |         |         |         |        |          |          | 0     |
| FELINE                                  |         |         |         |        |          |          | 0     |
| WILD ANIMAL                             |         |         |         |        |          |          | 0     |

| NORTHEAST ANIMAL CONTROL MONTHLY REPORT |         |         |         |        |          |          |       |
|-----------------------------------------|---------|---------|---------|--------|----------|----------|-------|
| FEBRUARY                                |         |         |         |        |          |          |       |
| YEAR: 2015                              | Fairway | Mission | M-Woods | R-Park | Westwood | WW-Hills | Total |
| <b>ANIMAL BITE REPORTS</b>              |         |         |         |        |          |          |       |
| K-9                                     |         |         |         |        |          |          | 0     |
| FELINE                                  |         |         |         |        |          |          | 0     |
| WILD ANIMAL                             |         |         |         |        |          |          | 0     |
| OTHER ANIMAL                            |         |         |         |        |          |          | 0     |
| <b>DEAD ANIMAL PICK-UP</b>              |         |         |         |        |          |          |       |
| K-9                                     |         |         |         |        |          |          | 0     |
| FELINE                                  |         |         |         |        |          | 1        | 1     |
| WILD ANIMAL                             |         | 3       |         | 5      |          |          | 8     |
| OTHER ANIMAL                            |         |         |         |        |          |          | 0     |
| <b>GPR REPORTS</b>                      |         |         |         |        |          |          |       |
| K-9                                     |         | 1       |         |        | 1        |          |       |
| FELINE                                  |         |         |         |        |          |          |       |
| WILD ANIMAL                             |         |         |         |        |          |          |       |
| <b>NOISE COMPLAINT</b>                  |         |         |         |        |          |          |       |
| K-9                                     |         | 1       |         | 2      |          |          | 3     |
| FELINE                                  |         |         |         |        |          |          | 0     |
| WILD ANIMAL                             |         |         |         |        |          |          | 0     |
| OTHER ANIMAL                            |         |         |         |        |          |          | 0     |
| <b>LOST ANIMALS</b>                     |         |         |         |        |          |          |       |
| K-9                                     | 1       |         |         | 3      |          |          | 4     |
| FELINE                                  |         |         | 1       |        |          |          | 1     |
| OTHER ANIMAL                            |         |         |         |        |          |          | 0     |
| <b>WRITTEN WARNINGS</b>                 |         |         |         | 1      |          | 1        | 2     |
| <b>VERBAL WARNINGS</b>                  | 1       | 4       |         | 4      | 1        |          | 10    |
| <b>NTA'S ISSUED</b>                     |         | 1       |         | 3      |          |          | 4     |
| <b>PUBLIC SERVICES</b>                  | 3       | 15      | 1       | 5      | 2        | 1        | 27    |
| <b>ADMINISTRATION</b>                   | 7       | 77      |         | 19     | 21       |          | 124   |
| <b>PARK CHECKS/ PATROLS</b>             | 23      | 98      | 35      | 44     | 8        | 35       | 243   |
| <b>INSP./ WELFARE CHECKS</b>            |         |         |         |        |          |          | 0     |
| <b>FOLLOW UP</b>                        | 1       |         |         |        | 2        |          |       |
| <b>UNFOUNDED CALLS</b>                  | 4       | 2       |         | 2      | 2        | 1        | 11    |
| <b>OUT OF DISTRICT CALLS</b>            |         |         |         |        |          |          | 0     |
| <b>WILD ANIMAL CALLS</b>                |         | 1       |         |        | 2        |          | 3     |
| <b>TRAPS LOANED OUT</b>                 |         |         |         |        |          |          | 0     |
| <b>PATROL TIME</b>                      |         |         | 5:10    |        |          | 5:10     | 10:20 |

| NORTHEAST ANIMAL CONTROL MONTHLY REPORT |         |         |         |        |          |          |       |
|-----------------------------------------|---------|---------|---------|--------|----------|----------|-------|
| MARCH                                   |         |         |         |        |          |          |       |
| YEAR: 2015                              | Fairway | Mission | M-Woods | R-Park | Westwood | WW-Hills | Total |
| DISPATCHED CALLS                        | 11      | 31      |         | 28     | 10       |          | 80    |
| ON VIEW ACTIVITY                        | 30      | 173     | 32      | 63     | 31       | 32       | 361   |
| NOTIFIED BY CITIZEN                     |         |         |         | 2      |          |          | 2     |
|                                         |         |         |         |        |          |          |       |
| ANIMALS APPREHENDED                     |         |         |         |        |          |          |       |
| K-9                                     | 2       | 8       |         | 4      |          |          | 14    |
| FELINE                                  |         |         |         |        |          |          | 0     |
| WILD ANIMAL                             |         |         |         | 3      |          |          | 3     |
| OTHER ANIMAL                            |         |         |         |        |          |          | 0     |
| ANIMALS IMPOUNDED                       |         |         |         |        |          |          |       |
| K-9                                     | 1       | 2       |         |        |          |          | 3     |
| FELINE                                  |         |         |         |        |          |          | 0     |
| WILD ANIMAL                             |         |         |         |        |          |          | 0     |
| OTHER ANIMAL                            |         |         |         |        |          |          | 0     |
| ANIMALS RETURNED                        |         |         |         |        |          |          |       |
| K-9                                     | 1       | 5       |         | 4      |          |          | 10    |
| FELINE                                  |         |         |         |        |          |          | 0     |
| WILD ANIMAL                             |         |         |         |        |          |          | 0     |
| OTHER ANIMAL                            |         |         |         |        |          |          | 0     |
| VET. RETURNED                           |         |         |         |        |          |          |       |
| K-9                                     |         |         |         |        |          |          | 0     |
| FELINE                                  |         |         |         |        |          |          | 0     |
| OTHER ANIMAL                            |         |         |         |        |          |          | 0     |
| INJURED ANIMALS                         |         |         |         |        |          |          |       |
| K-9                                     |         |         |         |        |          |          | 0     |
| FELINE                                  |         |         |         |        |          |          | 0     |
| WILD ANIMAL                             |         |         |         | 1      |          |          | 1     |
| OTHER ANIMAL                            |         |         |         |        |          |          | 0     |
| ANIMALS HOSPITALIZED                    |         |         |         |        |          |          |       |
| K-9                                     |         | 1       |         |        |          |          | 1     |
| FELINE                                  |         |         |         |        |          |          | 0     |
| WILD ANIMAL                             |         |         |         |        |          |          | 0     |
| OTHER ANIMAL                            |         |         |         |        |          |          | 0     |
| ANIMALS DESTROYED                       |         |         |         |        |          |          |       |
| K-9                                     |         |         |         |        |          |          | 0     |
| FELINE                                  |         |         |         |        |          |          | 0     |
| WILD ANIMAL                             |         |         |         | 1      |          |          | 1     |
| OTHER ANIMAL                            |         |         |         |        |          |          | 0     |
| NOT APPREHENDED                         |         |         |         |        |          |          |       |
| K-9                                     |         | 4       |         |        |          |          | 4     |
| FELINE                                  |         |         |         |        |          |          | 0     |
| WILD ANIMAL                             |         |         |         |        |          |          | 0     |
| OTHER ANIMAL                            |         |         |         |        |          |          | 0     |
| CHEMICAL CAPTURE                        |         |         |         |        |          |          |       |
| K-9                                     |         |         |         |        |          |          | 0     |
| FELINE                                  |         |         |         |        |          |          | 0     |
| WILD ANIMAL                             |         |         |         |        |          |          | 0     |

| NORTHEAST ANIMAL CONTROL MONTHLY REPORT |         |         |         |        |          |          |       |
|-----------------------------------------|---------|---------|---------|--------|----------|----------|-------|
| MARCH                                   |         |         |         |        |          |          |       |
| YEAR: 2015                              | Fairway | Mission | M-Woods | R-Park | Westwood | WW-Hills | Total |
| <b>ANIMAL BITE REPORTS</b>              |         |         |         |        |          |          |       |
| K-9                                     |         | 2       |         | 1      |          |          | 3     |
| FELINE                                  |         |         |         |        |          |          | 0     |
| WILD ANIMAL                             |         |         |         |        |          |          | 0     |
| OTHER ANIMAL                            |         |         |         |        |          |          | 0     |
| <b>DEAD ANIMAL PICK-UP</b>              |         |         |         |        |          |          |       |
| K-9                                     |         |         |         |        |          |          | 0     |
| FELINE                                  |         |         |         |        |          |          | 0     |
| WILD ANIMAL                             | 3       | 3       |         | 16     | 1        |          | 23    |
| OTHER ANIMAL                            |         |         |         |        |          |          | 0     |
| <b>GPR REPORTS</b>                      |         |         |         |        |          |          |       |
| K-9                                     |         |         |         | 1      |          |          |       |
| FELINE                                  |         |         |         |        |          |          |       |
| WILD ANIMAL                             |         |         |         |        |          |          |       |
| <b>NOISE COMPLAINT</b>                  |         |         |         |        |          |          |       |
| K-9                                     | 1       | 1       |         |        |          |          | 2     |
| FELINE                                  |         |         |         |        |          |          | 0     |
| WILD ANIMAL                             |         |         |         |        |          |          | 0     |
| OTHER ANIMAL                            |         |         |         |        |          |          | 0     |
| <b>LOST ANIMALS</b>                     |         |         |         |        |          |          |       |
| K-9                                     |         | 2       |         |        |          |          | 2     |
| FELINE                                  |         | 2       |         | 1      |          |          | 3     |
| OTHER ANIMAL                            |         |         |         |        |          |          | 0     |
| <b>WRITTEN WARNINGS</b>                 |         | 2       |         | 3      | 1        |          | 6     |
| <b>VERBAL WARNINGS</b>                  | 1       | 5       |         | 3      | 2        |          | 11    |
| <b>NTA'S ISSUED</b>                     |         |         |         |        |          |          | 0     |
| <b>PUBLIC SERVICES</b>                  | 3       | 16      |         | 10     | 4        |          | 33    |
| <b>ADMINISTRATION</b>                   | 3       | 64      |         | 13     | 26       |          | 106   |
| <b>PARK CHECKS/ PATROLS</b>             | 23      | 106     | 32      | 45     | 2        | 32       | 240   |
| <b>INSP./ WELFARE CHECKS</b>            |         |         |         |        |          |          | 0     |
| <b>FOLLOW UP</b>                        | 2       | 3       |         | 1      | 1        |          |       |
| <b>UNFOUNDED CALLS</b>                  | 2       | 7       |         | 7      | 2        |          | 18    |
| <b>OUT OF DISTRICT CALLS</b>            |         |         |         |        |          |          | 3     |
| <b>WILD ANIMAL CALLS</b>                | 1       | 1       |         | 3      | 2        |          | 7     |
| <b>TRAPS LOANED OUT</b>                 |         |         |         |        |          |          | 0     |
| <b>PATROL TIME</b>                      |         |         | 5:30    |        |          | 5:30     | 11:00 |



## Northeast Animal Control Commission

Fairway – Mission – Mission Woods – Roeland Park – Westwood – Westwood Hills

Dispatcher  
(913) 782-0720

Administrative  
(913) 676-8300

6090 Woodson Road  
Mission KS 66202

To whom it may concern,

Calls for service by the Northeast Animal Control Commission in the first quarter of 2015 were normal. Each Commissioner will find included with this report the financial dispersments report, monthly summary reports, and the first quarter reports for each of the individual member cities. Listed immediately below are some figures regarding a selection of activities by the Officers, the animal control vehicle, as well as the cases which required a report be taken in each of the participating cities.

### SELECTED ACTIVITIES FOR THE QUARTER

|                          |            |                      |                     |  |
|--------------------------|------------|----------------------|---------------------|--|
| <b>Dispatched Calls</b>  |            |                      | 194                 |  |
| <b>Unfounded Calls</b>   |            |                      | 40                  |  |
| <b>Telephone Calls</b>   |            |                      | 108                 |  |
| <b>Captured Animals</b>  | Canine: 34 | Feline: 4            | Wild Animals: 5     |  |
| <b>Impounded Animals</b> | Canine: 8  | Feline: 3            | Wild Animals: 0     |  |
| <b>Returned Animals</b>  | Canine: 24 | Feline: 0            | Wild Animals: 0     |  |
| <b>Animal Bite Cases</b> | Canine: 3  | Feline: 0            | Wild Animals: 0     |  |
| <b>Noisy Animals</b>     | Canine: 7  | Feline: 0            | Wild Animals: 0     |  |
| <b>Enforcement</b>       | NTA's: 4   | Written Warnings: 13 | Verbal Warnings: 32 |  |

### ANIMAL CONTROL VEHICLE COMPARISON

| 2015            | MILES | FUEL   | MPG  | 2014            | MILES | FUEL   | MPG |
|-----------------|-------|--------|------|-----------------|-------|--------|-----|
| <b>January</b>  | 1147  | 98.50  | 11.6 | <b>January</b>  | 1248  | 131.40 | 9.5 |
| <b>February</b> | 1068  | 117.41 | 9.0  | <b>February</b> | 1164  | 125.30 | 9.3 |
| <b>March</b>    | 1205  | 95.97  | 12.5 | <b>March</b>    | 1320  | 135.15 | 9.8 |
| <b>Total</b>    | 3420  | 311.88 | 10.9 | <b>Total</b>    | 3732  | 391.85 | 9.5 |

## **CASES THAT REQUIRED REPORTS**

**Outside Assist Calls:** 3 total, 2 assisting Merriam, 1 assisting Prairie Village

**Fairway:** None

**Mission:** Animal Complaint; 01-07-15, 5604 Lamar, Unfounded

Canine Complaint; 01-17-15, 58<sup>th</sup>/Beverly Ave., Verbal warning

Canine Information; 02-09-15, 5405 Maple, Animal to Unleashed

Dog Bite report; Canine vs. Canine, 03-10-15, 5519 Reeds, 10-day at FMA Animal Hosp.

Dog Bite Report; 03-30-15, 4800 Dearborn, 10-day at Unleashed

**Mission Woods:** None

**Roeland Park:** Dog Bite; Canine vs. Canine, 3507 West 48<sup>th</sup> Street, Home Confinement

**Westwood:** Canine Information; 02-10-15, 2506 West 47<sup>th</sup> Terrace, Verbal warning

**Westwood Hills:** None

Commissioners are reminded that copies and distribution to the individuals listed below is the responsibility of each commissioner. Thank you.

### **\*\*DISTRIBUTION\*\***

| <b>COMMISSIONERS</b> | <b>CITY</b>    | <b>MAYOR</b>       | <b>POLICE CHIEF</b> |
|----------------------|----------------|--------------------|---------------------|
| J.D. Fair            | Fairway        | Jerry Wiley        | Mike Fleming        |
| Pat Quinn            | Mission        | Steve Schowengerdt | Ben Hadley          |
| Sheri McNeil         | Roeland Park   | Joel Marquardt     | John Morris         |
| George Long          | Westwood       | John M. Ye         | Greg O'Halloran     |
| Jayne Nash           | Westwood Hills | Paula Schwach      | "                   |
| Terry Cooper         | Mission Woods  | Robert Tietze      | "                   |

Item Number:        Reports of City Liaisons- V.-C.

Committee            6/15/2015  
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

**Item Number:** Unfinished Business- VI.-A.

**Committee Meeting Date:** 6/15/2015



## **City of Roeland Park Action Item Summary**

---

**Date:** 6/10/2015  
**Submitted By:** Jose Leon  
**Committee/Department:** Public Works  
**Title:** **RFP Public Works Lights**  
**Item Type:** Agreement

### **Recommendation:**

**To approve the 2015 Public Works Building Lighting Agreement with McGuire Electric at an amount not to exceed \$14,140.00**

### **Details:**

The public works facility has outdated lighting in the building. Staff put together an RFP to accept labor only bids in which winning bidder will update the old T-12 lights to new T-8 light. In all we recieved 5 bids to perform the work and they were as follows:

| Company            | Price        |
|--------------------|--------------|
| McGuire Electric   | \$ 14,140.00 |
| RF Fisher Electric | \$ 14,480.00 |
| CL Electric        | \$ 15,386.21 |
| Black and McDonald | \$ 18,850.00 |
| Mark One Electric  | \$ 19,886.05 |

Staff will purchase the interior and exterior lighting equipment to be installed from Bernie Electric at a cost of \$5000.00 The total budgeted amount for this project is \$18,344. Staff will use any remaining balance needing to be paid for this work from the Public Works Building Maintenance line item.

### Financial Impact

|                                      |                           |
|--------------------------------------|---------------------------|
| Amount of Request: 14,140            |                           |
| Budgeted Item?                       | Budgeted Amount: \$18,344 |
| Line Item Code/Description: 5760.360 |                           |

### Additional Information

The other line item money might be used is 5210.106

#### ATTACHMENTS:

| Description                                                                                         | Type            |
|-----------------------------------------------------------------------------------------------------|-----------------|
|  Agreement         | Backup Material |
|  Equipment Pricing | Backup Material |

# PUBLIC WORKS BUILDING LIGHTING AGREEMENT

CITY OF ROELAND PARK, KANSAS

PUBLIC WORKS DEPARTMENT

## PROPOSAL

### Public Works Building Lighting

**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 scope of work:

**TOTAL COST:** \$ 14,140.00

**NOTE: The City reserves the right to adjust the quantities 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 45 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.
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.

## PUBLIC WORKS BUILDING LIGHTING AGREEMENT

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) No Addenda.

DATED in \_\_\_\_\_ this 4 day of June, 2015.

COMPANY: McGuire Electric

ADDRESS: 828 Blueberry St. Lansing, KS 66043

BY: Sheldon McGuire  
SIGNATURE

TITLE: Managing Member

TELEPHONE NO: 913-680-8724

# **PUBLIC WORKS BUILDING LIGHTING AGREEMENT**

## **SCOPE OF WORK**

1. Scope of work to include removal of 50 interior 8' fluorescent light fixtures and removal 3 existing exterior flood lights.
2. Install 50 new 8' florescent 4-tube tandem fixtures. Relocate lights near overhead door opening to be centered in the bay area below..
3. Install 4 new exterior L.E.D. flood lights and necessary wiring to accommodate all four location to operate off of one photo cell.
4. Install six (6) 3-way switches (3 at east end by offices & 3 near southwest employee entrance).

**Note** - City of Roeland Park will provide all light fixtures and light bulbs. The contractor will provide all other materials and labor necessary to complete the job. ALL BID ARE DUE BACK BY JUNE 4, 2015 AND WILL BE OPENED AT 10:00AM AT CITY HALL.

Address of work to be completed at:

**City of Roeland Park  
Public Works Building  
4800 Roe Parkway  
Roeland Park, Kansas  
66205**

Questions regarding the services shall be directed to Jose Leon, Public Works Director, at 913.722.5435

2316 SOUTH 5TH STREET  
KANSAS CITY, KS 66103  
Phone 913-236-6911  
Fax 913-236-8524

## Quotation

| EXPIRATION DATE                                                                                                 | QUOTE NUMBER | PAGE NO. |
|-----------------------------------------------------------------------------------------------------------------|--------------|----------|
| 04/16/2015                                                                                                      | S100028183   | 1 of 1   |
| BERNIE ELECTRIC INC<br>2316 SOUTH 5TH STREET<br>KANSAS CITY, KS 66103<br>Phone 913-236-6911<br>Fax 913-236-8524 |              |          |

QUOTE TO:

SHIP TO:

CITY OF ROELAND PARK, KS  
4600 W. 51ST STREET  
ROELAND PARK, KS 66205

CITY OF ROELAND PARK, KS  
4600 W. 51ST STREET  
ROELAND PARK, KS 66205

| CUSTOMER NUMBER | CUSTOMER PO NUMBER                                                                      | JOB NAME / RELEASE NUMBER | SALESPERSON   |                 |
|-----------------|-----------------------------------------------------------------------------------------|---------------------------|---------------|-----------------|
| 271             |                                                                                         |                           |               |                 |
| WRITER          | SHIP VIA                                                                                | TERMS                     | SHIP DATE     | FREIGHT ALLOWED |
| Terry Masters   |                                                                                         | Net Due 30th              | 03/17/2015    | Yes             |
| ORDER QTY       | DESCRIPTION                                                                             |                           | UNIT PRICE    | EXT PRICE       |
| 50ea            | COLUMBIA CS8-232-4EU 8'4L T8<br>32W 120-277V STRIP LIGHT<br>*** Non Returnable item *** |                           | 41.333/ea     | 2066.67         |
| 200ea           | PHIL F32T8/TL841/ALTO FLUOR LA<br>PHILIPS # 281550                                      |                           | 2.400/ea      | 480.00          |
| 1ea             | NFFLD-A25-T LED FLOOD, TRUNION,<br>85W(250W EQUIV), 120-277V, BRONZE,<br>4000K          |                           | 372.000/ea    | 372.00          |
| 2ea             | NFFLD-A40-T LED FLOOD, TRUNION,<br>129W(400W EQUIV), 120-277V, BRONZE,<br>4000K         |                           | 452.000/ea    | 904.00          |
| 1ea             | NFFLD-A40-S LED FLOOD,<br>SLIPFITTER, 129W(400W EQUIV),<br>120-277V, BRONZE, 4000K      |                           | 465.333/ea    | 465.33          |
| 1ea             | LUM RABZ RIGHT ANGLE BRACKET<br>BRONZE                                                  |                           | 80.667/ea     | 80.67           |
|                 |                                                                                         |                           | Subtotal      | 4368.67         |
|                 |                                                                                         |                           | S&H Charges   | 0.00            |
|                 |                                                                                         |                           | Estimated Tax | 0.00            |
|                 |                                                                                         |                           | Amount Due    | 4368.67         |

**Item Number:** New Business- VII.-A.

**Committee Meeting Date:** 6/15/2015



## **City of Roeland Park Action Item Summary**

---

**Date:** 5/29/2015  
**Submitted By:** Aaron Otto  
**Committee/Department:** Admin.  
**Title:** **47th and Mission parking configuration request and temporary parking extension**  
**Item Type:** Other

### **Recommendation:**

**To approve a request to change the parking configuration and possibly add 3 parking spaces at 47<sup>th</sup> and Mission Road. Also, authorization for temporary parking at this site needs to be extended to July 31st**

### **Details:**

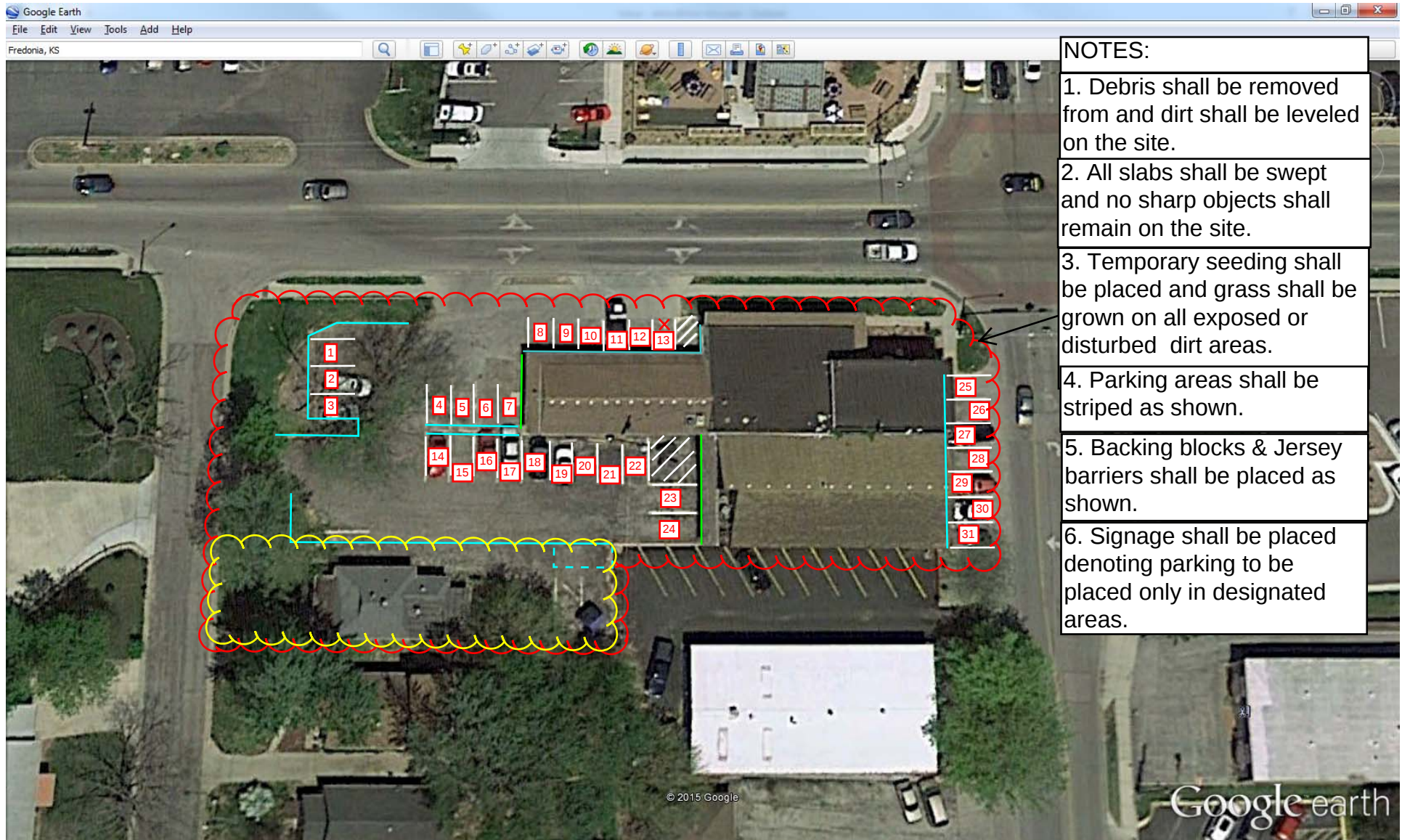
Staff received a request from the owner of the 47<sup>th</sup> and Mission property to shift the parking configuration which might add three additional parking spaces on that property.

Staff designed the current parking layout (see attachment #1) to try to keep parking closer to the street and away from the residential properties on Canterbury St.

Below is the request from the property owner explaining his desired modifications. Please see attachment #2 for the shifts in parking places and attachment #2b for the three spaces that would be eliminated. Additionally, attachment #3 lays out the parking that was on site prior to the buildings being removed. Keep in mind, that modifications to this parking agreement could go beyond the 90 days temporary parking agreement. It is up to the council, but this new parking configuration could be extended through the duration of a possible special use permit which could last for a number of years. The special use permit has been to the 47<sup>th</sup> and Mission Overlay District Committee and will next go to the Planning Commission.

**From:** Tony Krsnich

**Sent:** Thursday, May 28, 2015 7:46 PM

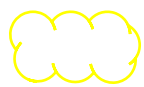


#### NOTES:

1. Debris shall be removed from and dirt shall be leveled on the site.
2. All slabs shall be swept and no sharp objects shall remain on the site.
3. Temporary seeding shall be placed and grass shall be grown on all exposed or disturbed dirt areas.
4. Parking areas shall be striped as shown.
5. Backing blocks & Jersey barriers shall be placed as shown.
6. Signage shall be placed denoting parking to be placed only in designated areas.

47<sup>th</sup> & Mission

#### LEGEND



Area within  
site currently zoned residential



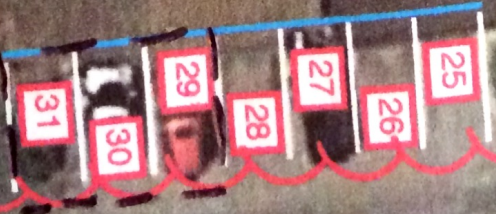
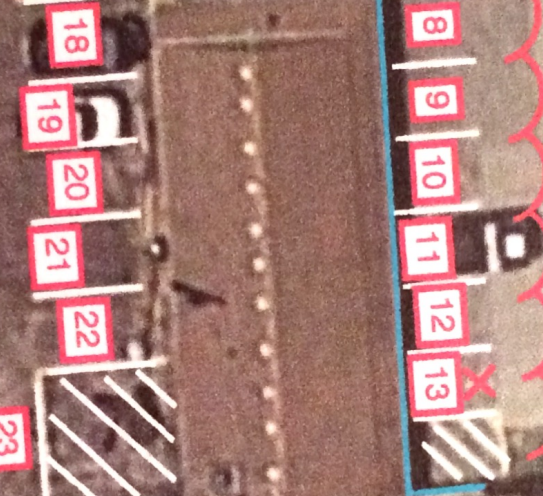
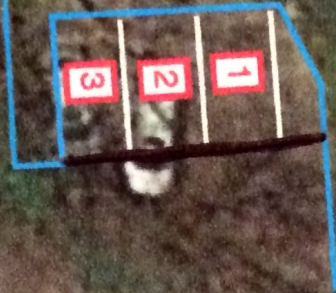
Site

23 parking stall

— jersey barriers

— backing blocks

Eliminate 3 spots



5

1 2 3 4

open





© 2015 Google

Google earth

Tour Guide



1991

39°02'37.56" N 94°37'18.89" W elev 999 ft eye alt 1124 ft

Item Number: New Business- VII.-B.

Committee Meeting Date: 6/15/2015



## City of Roeland Park Action Item Summary

Date: 5/28/2015  
Submitted By: Shea Geist  
Committee/Department: Public Works  
Title: **Selection of a Drinking Fountain at R Park**  
Item Type: Other

### Recommendation:

**To approve the recommendation for drinking fountain to be placed in R Park be approved and permission to move forward with seeking funding.**

### Details:

A donor (who wishes to remain off the record at this time) is exploring the possibility of securing the donation of both the drinking fountain and all installation costs (materials/labor). The Parks Committee seeks approval not only for the model and color of the fountain itself (regardless of whether is particular funding opportunity plays out), and for the continued pursuit of the donation opportunity. Given that the total value of the donated portion will likely exceed \$15,000, the Parks Committee requests that the City Council consider making available a pool of funds not to exceed \$2,000 in the event that the some incidental expenses arise in the process. This pool will cover labor hours incurred by the Public Works Department as well as materials.

### Financial Impact

|                              |                  |
|------------------------------|------------------|
| Amount of Request: \$2000.00 |                  |
| Budgeted Item?               | Budgeted Amount: |
| Line Item Code/Description:  |                  |

### Additional Information

**ATTACHMENTS:**

| Description                                                                       |                          | Type       |
|-----------------------------------------------------------------------------------|--------------------------|------------|
|  | R Park Map for Amenities | Cover Memo |
|  | water fountain           | Cover Memo |



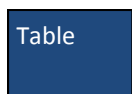
Drinking fountain



BackLESS Bench



Bike Rack



Picnic Table



Backed Bench



Trash Receptacle



BY MANUFACTURER

- [ELKAY](#)
- [OASIS](#)
- [HAWS](#)
- [Sunroc](#)
- [Global Water Inc.](#)
- [Outdoor Shower Co](#)
- [Crystal Quest](#)
- [Zurn](#)

BY STYLE

- [Refrigerated](#)
- [Non-Refrigerated](#)
- [Sports Bottle Fillers](#)
- [Split / Bi-Level](#)
- [For Outdoor Use](#)
- [Free Standing](#)
- [Vandal Resistant](#)
- [Antique - Historical](#)
- [Concrete Fountains](#)
- [Pet Friendly](#)
- [Stylish](#)
- [Remote Chillers](#)
- [ADA / Barrier Free](#)
- [Modular](#)
- [Wall Mounted](#)

[Home](#) > [ELKAY](#) >

## Elkay LK4420DBFRK Outdoor Drinking Fountain with Pet Fountain, Freeze-Resistant, Bi-Level, Pedestal, ADA, (Non-Refrigerated)



[+ Larger Photo](#)

[Like](#) [Share](#) 0

Lead Time - 3 to 7 business days  
List Price: \$7,561.00  
Our Price: **\$5,023.83**  
Save \$2,537.17!

[Update Price](#)

[This item qualifies for FREE SHIPPING!](#)

Availability:: In Stock  
Product Code: LK4420DBFRK

CHOOSE YOUR OPTIONS

### Elkay Color Options

- Elkay Op
- Standard Evergreen
  - Standard Evergreen
  - Moss [Add \$200.00]
  - Slate [Add \$200.00]
  - Blue [Add \$200.00]
  - Navy [Add \$200.00]
  - Purple [Add \$200.00]
  - Terracotta [Add \$200.00]
  - Red [Add \$200.00]
  - Brown [Add \$200.00]
  - Maroon [Add \$200.00]
  - Black [Add \$200.00]
  - Orange [Add \$200.00]
  - Yellow [Add \$200.00]
  - Gray [Add \$200.00]
  - Beige [Add \$200.00]
  - White [Add \$200.00]

COLOR - BLACK

Qty: 1

[Add to Wish List](#)

Description

### Model LK4420DBFRK (Non-Refrigerated) Description

GENERAL

Related Products...

Elkay LK4593FR Outdoor  
Drinking Fountain  
Our Price: **\$1,466.40**

Item Number: New Business- VII.-C.

Committee Meeting Date: 6/15/2015



## City of Roeland Park Action Item Summary

---

Date: 6/5/2015  
Submitted By: Mark Pentz, Interim City Administrator  
Committee/Department: Admin.  
Title: **Council Major Training Discussion**  
Item Type: Other

### Recommendation:

To approve on how to disperse the large event training budget for the remainder of 2015.

### Details:

#### Large Event Participation Request

From the Training Policy: *Large event participation- 40 percent of the training and travel line item will be used to support participating in Leadership Northeast, League of Kansas Municipalities annual meeting (when not in Overland Park), and the National League of Cities Spring or Fall conferences.*

a.) *Request for support from this fund will be considered by the governing body twice a year (January and June).*

b.) *Attendance shall be on a rotating basis as follows:*

i.) *The Mayor has first priority every year.*

ii.) *The Councilmembers use the following method:*

1. *Longest length of time since last trip in that specific event*
2. *Seniority on the Council.*

*If no individual applies for funds to attend one of these three programs then the remaining balance can be used for another large event participation or additional support to an individual that has already been selected to attend a large event. The attendee must pay 50% of the meals, travel and other expenses of receipts provided for large events (if budget provides). Registration and classes will be paid at 100% for large events (if budget provides). Councilmembers Poppa, Thompson, and Kellerman have all submitted requests to participate in Leadership Northeast. There is \$1540 available in the FY15 budget for larger training events. Aaron Otto was advised by the Chamber President that spaces could be reserved for the three Councilmembers with a \$1540 payment. The \$860 balance would be due after January 1, 2016 and would be paid from the City's 2016 Budget.*

## Financial Impact

|                                                     |                          |
|-----------------------------------------------------|--------------------------|
| Amount of Request: \$2400.00                        |                          |
| Budgeted Item?                                      | Budgeted Amount: 1540.00 |
| Line Item Code/Description: Council Training Budget |                          |

## Additional Information

### ATTACHMENTS:

| Description                                                                       |                                            | Type       |
|-----------------------------------------------------------------------------------|--------------------------------------------|------------|
|  | large training form - Poppa                | Cover Memo |
|  | large training event ET NE Leadership      | Cover Memo |
|  | large training event Leadership North East | Cover Memo |



## Large Event Participation Request

From the Training Policy: *Large event participation- 40 percent of the training and travel line item will be used to support participating in Leadership Northeast, League of Kansas Municipalities annual meeting (when not in Overland Park), and the National League of Cities Spring or Fall conferences.*

- a.) *Request for support from this fund will be considered by the governing body twice a year (January and June).*
- b.) *Attendance shall be on a rotating basis as follows:*
  - i.) *The Mayor has first priority every year.*
  - ii.) *The Councilmembers use the following method:*
    - 1. *Longest length of time since last trip in that specific event*
    - 2. *Seniority on the Council.*

*If no individual applies for funds to attend one of these three programs then the remaining balance can be used for another large event participation or additional support to an individual that has already been selected to attend a large event. The attendee must pay 50% of the meals, travel and other expenses of receipts provided for large events (if budget provides). Registration and classes will be paid at 100% for large events (if budget provides).*

**Name: MICHAEL POPPA**

**Name of event requesting to attend: LEADERSHIP NORTHEAST 2016**

**Date(s) of the event: 1/22/16 – 5/21/16**

**Cost of Registrations: \$800.00**

**Cost of Travel: N/A**

**Cost of Meals: N/A**

**Other cost (itemize please):**

N/A \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Total Training Cost: \$800.00**

50% of meals, travel and other expenses of receipts paid for by attendee as stated in governing body training policy – \$

50% of expenses requested for reimbursement by City – \$

Registration reimbursement by the City- \$

Please return to City Hall for consideration at a future meeting.



# City of Roeland Park

## Large Event Participation Request

From the Training Policy: *Large event participation- 40 percent of the training and travel line item will be used to support participating in Leadership Northeast, League of Kansas Municipalities annual meeting (when not in Overland Park), and the National League of Cities Spring or Fall conferences.*

- a.) Request for support from this fund will be considered by the governing body twice a year (January and June).
- b.) Attendance shall be on a rotating basis as follows:
  - i.) The Mayor has first priority every year.
  - ii.) The Councilmembers use the following method:
    - 1. Longest length of time since last trip in that specific event
    - 2. Seniority on the Council.

*If no individual applies for funds to attend one of these three programs then the remaining balance can be used for another large event participation or additional support to an individual that has already been selected to attend a large event. The attendee must pay 50% of the meals, travel and other expenses of receipts provided for large events (if budget provides). Registration and classes will be paid at 100% for large events (if budget provides).*

Name: Erin Thompson

Name of event requesting to attend: Leadership Northeast 2016

Date(s) of the event: 1/22/16 - 5/21/16

Cost of Registrations: \$8000

Cost of Travel: Ø Cost of Meals: Ø

Other cost (itemize please): Ø  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Total Training Cost: \$ 800

50% of meals, travel and other expenses of receipts paid for by attendee as stated in governing body training policy – \$

50% of expenses requested for reimbursement by City – \$

Registration reimbursement by the City- \$

Please return to City Hall by May 21 for consideration at a future meeting.



# City of Roeland Park

## Large Event Participation Request

From the Training Policy: *Large event participation- 40 percent of the training and travel line item will be used to support participating in Leadership Northeast, League of Kansas Municipalities annual meeting (when not in Overland Park), and the National League of Cities Spring or Fall conferences.*

- a.) Request for support from this fund will be considered by the governing body twice a year (January and June).
- b.) Attendance shall be on a rotating basis as follows:
  - i.) The Mayor has first priority every year.
  - ii.) The Councilmembers use the following method:
    - 1. Longest length of time since last trip in that specific event
    - 2. Seniority on the Council.

*If no individual applies for funds to attend one of these three programs then the remaining balance can be used for another large event participation or additional support to an individual that has already been selected to attend a large event. The attendee must pay 50% of the meals, travel and other expenses of receipts provided for large events (if budget provides). Registration and classes will be paid at 100% for large events (if budget provides).*

Name: Ryan Kellerman

Name of event requesting to attend: North East JOCO Leadership

Date(s) of the event: 1/22 - 5/21/16

Cost of Registrations: \$800.00

Cost of Travel: \_\_\_\_\_

Cost of Meals: \_\_\_\_\_

Other cost (itemize please):

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Total Training Cost: \$ 800.00

50% of meals, travel and other expenses of receipts paid for by attendee as stated in governing body training policy – \$

50% of expenses requested for reimbursement by City – \$

Registration reimbursement by the City- \$

Please return to City Hall by May 21 for consideration at a future meeting.

Item Number: New Business- VII.-D.

Committee Meeting Date: 6/15/2015



## City of Roeland Park Action Item Summary

Date: 3/19/2015  
Submitted By: Ted Clemons  
Committee/Department: Admin.  
Title: **Remote Meeting Participation Policy**  
Item Type: Other

### Recommendation:

To approve a remote participation policy in City meetings.

### Details:

For a number of years the City has allowed members to call into City Council and Committee meetings. There are a number of elements that must be followed when dialing into a meeting to comply with the Kansas Open Meetings Act. Previously there has been no written policy outlining remote participation. The attached policy attempts to memorialize what has been past practice in Roeland Park

### Financial Impact

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

### Additional Information

### ATTACHMENTS:

| Description                                                                                                     | Type       |
|-----------------------------------------------------------------------------------------------------------------|------------|
|  Remote Participation Policy | Cover Memo |

**I. SCOPE**

This policy shall apply to all council and committee of the whole meetings that take place in Roeland Park City Hall. All non-council and non committee of the whole meetings are excluded from this policy. Special called council meetings are not included in this policy. –MICHAEL RHOADES SUGGESTION

**II. PURPOSE**

To establish a policy whereby remote participation of governing body members is permitted and guidelines for the same are outlined. For the purposes of this policy; “remote participation” is defined as participation of a member in a council/committee of the whole meeting who is not physically present at the meeting.

**III. POLICY**

A. To be eligible for remote participation, a member of the governing body shall notify the City Administrator or the City Administrator’s designee no later than noon Central Standard Time the day the meeting is to be held when meetings are held in City Hall. Meeting outside of City Hall may not have remote participation availability. **–MICHAEL RHOADES SUGGESTION**

B. Remote participation is intended for use when members of the governing body are ill, injured, suffering from disability, performing military service, undergoing personal emergencies, or otherwise unable to attend due to geographic (outsident of Kansas City Metro area) distance.

C. Those utilizing remote participation shall not count towards the required quorum **for convening a meeting.**

D. It is incumbent upon the member utilizing remote participation that he or she can participate fully and does not unduly burden the physically present members of the governing body due to technological issues or telecommunication problems.

E. A member of the governing body cannot utilize remote participation for chairing a meeting.

Once a member of the governing body has used remote participation four (4) times in a calendar year, any further requests to participate will be considered by the governing body on a case-by-case basis."

G. City staff shall make reasonable efforts to provide any remote participating member of the governing body with any documents that are needed for full-participation in the meeting.

H. **Remote participation will not be allowed for Executive Sessions.**

**IV. PROCEDURES**

A. The City Administrator or his/her designee shall, upon notification by a member of the governing body for the use of remote participation that abides by the above prescribed rules, make all reasonable and needed

technological and other accommodations necessitated by the request.

B. This policy prescribes no specific required technology such as a speaker phone or video that must be used. The technology must function properly so that all members may hear the remote participator and the remote participator may hear all the other members.

C. The clerk will record the presence of any member using remote participation with a note stating the same. The clerk shall also record the entrance, exit, or re-entrance of any member utilizing remote participation.

D. Initial technical difficulties shall be dealt with by a suspension of discussion in an attempt to remedy the problem. The Mayor or Council President in the Mayor's absence shall have the authority to discontinue the use of remote participation due to technical issues. In general, the Mayor or Council President shall not act on this authority until the delays have cumulatively reached a total of 10 minutes for the meeting.

E. The remote participant will verify his or her identity at the beginning of the meeting and state that he or she is fully participating without any undue influence by others.

Item Number: New Business- VII.-E.

Committee Meeting Date: 6/15/2015



## City of Roeland Park Action Item Summary

Date: 6/12/2015  
Submitted By: Mark Pentz, Interim City Administrator  
Committee/Department: Admin.  
Title: **Amendment to Cooperation Agreement with Johnson County pertaining to CDBG and HOME Programs**  
Item Type: Agreement

### Recommendation:

**Staff recommends that the City Council approve the attached Amendment to Cooperation Agreement with Johnson County pertaining to the Community Development Block Grant (CDBG) and Home Investment Partnerships (HOME) Programs for the Federal Fiscal Years 2016-2018.**

### Details:

The City of Roeland Park and Johnson County entered into the Cooperation Agreement in 2004. The agreement is for three year periods and has an automatic renewal provision. This Amendment to the Cooperation Agreement is needed because the County is required by HUD to assure "that a unit of general local government may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits, or non-Federal considerations, but must use such funds for activities eligible under title I of the Housing and Community Development Act of 1974, as amended."

### Financial Impact

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

Additional Information

ATTACHMENTS:

| Description                                                                                                      | Type       |
|------------------------------------------------------------------------------------------------------------------|------------|
|  Roeland Park Amendment to CDBG | Cover Memo |

## **AMENDMENT TO COOPERATION AGREEMENT**

**AN AMENDMENT TO THE COOPERATION AGREEMENT BETWEEN THE CITY OF ROELAND PARK, KANSAS AND THE BOARD OF COUNTY COMMISSIONERS OF JOHNSON COUNTY, KANSAS, FOR THE PURPOSE OF AMENDING THE COOPERATION AGREEMENT FOR PARTICIPATION IN THE JOHNSON COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAMS.**

**THIS AMENDMENT** is made and entered into by and between the **BOARD OF COUNTY COMMISSIONERS OF JOHNSON COUNTY, KANSAS**, hereinafter referred to as “COUNTY” and the **CITY OF ROELAND PARK, KANSAS**, hereinafter referred to as “CITY”, each party having been duly organized and now existing under the laws of the State of Kansas.

### **WITNESSETH:**

**WHEREAS**, on June 5, 2003, the parties hereto entered into a Cooperation Agreement for participation in the COUNTY’S Community Development Block Grant Program (“CDBG Program”) and HOME Investment Partnerships Program (“HOME Program”), for each triennial federal fiscal period that the Department of Housing and Urban Development (“HUD”) determines that the COUNTY qualifies for “urban county status” under the HUD entitlement CDBG and HOME Programs (the “Cooperation Agreement”); and

**WHEREAS**, the Cooperation Agreement remains in effect and provides that the same will renew automatically at the end of each three-year period, unless either party hereto provides written notice it elects not to participate in a new qualification period; and

**WHEREAS**, the Cooperation Agreement provides that the COUNTY and CITY agree to adopt any amendment(s) to the Cooperation Agreement incorporating changes that are necessary to meet HUD requirements for cooperation agreements set forth in any future Urban County

Qualification Notice(s) that apply to a subsequent three-year urban county qualification period; and

**WHEREAS**, on April 17, 2015, HUD issued Community Planning and Development (CPD) Notice CPD-15-04 containing certain instructions for Urban County Qualification for Participation in the CDBG Program for Fiscal Years (FYs) 2016-2018, which requires the COUNTY and CITY to amend their Cooperation Agreement to add a provision pertaining to the use of CDBG funds; and

**WHEREAS**, the governing body of the CITY did approve and authorize its mayor to execute this Amendment by official action of said governing body on the \_\_\_\_ of \_\_\_\_\_, 2015; and

**WHEREAS**, the governing body of the COUNTY did approve and authorize its chairman to execute this Amendment by official action of said governing body on the \_\_\_\_ of \_\_\_\_\_, 2015.

**NOW, THEREFORE**, in consideration of the above and foregoing recitals, the mutual covenants and agreements herein contained, and for the other good and valuable consideration, the parties hereto agree as follows:

**1. Incorporated Provision.** The COUNTY and CITY hereby amend their Cooperation Agreement by adding and incorporating therein the following new Section XIV:

**XIV. USE OF CDBG FUNDS**

For purposes of counties wishing to qualify or requalify for HUD entitlement status as urban counties in the CDBG Program, and pursuant to the Consolidated and Further Continuing Appropriations Act, 2015, Pub. L. 113-235, the COUNTY and CITY hereby expressly acknowledge and agree that a unit of general local government may not sell, trade, or otherwise

transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits, or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

2. **Agreement Status.** All of the terms and conditions of the Cooperation Agreement, including its automatic renewal provision, which is not otherwise modified by, or made inconsistent with, the incorporated provision of this Amendment, shall remain in full force and effect and be made binding on the parties hereto.

**IN WITNESS WHEREOF**, the parties hereto have caused the above and foregoing Amendment to be executed in triplicate by their respective and duly authorized officers.

**CITY OF ROELAND PARK, KANSAS**

\_\_\_\_\_  
Mayor

ATTEST

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**BOARD OF COUNTY COMMISSIONERS  
OF JOHNSON COUNTY, KANSAS**

---

Ed Eilert, Chairman

ATTEST:

---

Linda Barnes  
Clerk of the Board

APPROVED AS TO FORM:

---

Nicholas Saldan  
Assistant County Counselor

Item Number:       Ordinances and Resolutions:- VIII.-  
                                  A.

Committee           6/15/2015  
Meeting Date:



### City of Roeland Park Action Item Summary

---

Date:                       6/10/2015

Submitted By:           Michael E. Flickinger

Committee/Department:   Admin.

Title:                       **ORDINANCE 912 - AN ORDINANCE AMENDING THE ZONING  
AND SUBDIVISION REGULATIONS OF HTE CITY OF ROELAND  
PARK, KANSAS; AMENDING AND REPLEAING EXISTING  
SECITON 16-613 OF THE CODE OF THE CITY OF ROELAND  
PARK KANSAS; ADDING A NEW SECTION 16-614 TO THE  
CODE OF THE CITY OF ROELAND PARK, KANSAS**

Item Type:               Ordinance

#### **Recommendation:**

**To approve Ordinance 912 regarding setback requirements for fences and walls, setback requirements for outside storage, and adding a new section regarding "Little Free Libraries".**

#### **Details:**

At the March 17<sup>th</sup>, April 21<sup>st</sup> and May 19<sup>th</sup> Planning Commission meetings, the Commission members reviewed several potential amendments to Chapter 16 of the Code of Ordinances to include on the May meeting agenda for further discussion or as a consent agenda item. The following items were approved at the March and April Planning Commission meetings and were included in the April public hearing: Some updates and changes were made in the May 19<sup>th</sup> Planning Commission meeting.

- **New setback requirements for fence and wall locations, Chapter XVI – Section 16-613(b) (items “2” and “3”):**

(2) *Rear yard.* A fence or wall may be constructed on the rear property line on all lots whose rear lot lines abut another lot or a designated thoroughfare. Fences on corner lots shall be restricted to 42” high once it passes the front building line of the house on the rear adjacent lot. However, no fence shall be permitted in any platted landscape

easement except as a part of an approved master fence/screening plan. In the case of a double frontage lot whose rear yard abuts a collector or local street, a fence or wall may be constructed no closer than 15 feet to the rear property line.

(3) *Side yard.* A fence or wall may be constructed on the side property line. However, no fence shall be closer than 15 feet to any collector or local street right-of-way with the exception of a 42" high fence which is permitted to be placed up to the right-of-way line *and does not encroach on the sight distance triangle as defined in Section 16-426 of this code.* In addition, no fence shall be permitted in any platted landscape easement except as a part of an approved master fence/screening plan.

- **New setback requirements for outside storage and use of equipment, material or vehicles, Chapter XVI – Section 16-613(h) ( item “1”):**

(1) Where permitted in residential districts, storage of not more than one of the following is permitted: a boat, a camping trailer, a pickup camper, a motor home, a recreational vehicle or a hauling trailer. Storage shall not occur in the front yard or the street side of a corner lot. On corner lots where the house is built diagonally across the corner, storage of these items shall not pass the front corner of the house structure on this or the adjacent lot whichever is more restrictive. Storage areas are not required to be paved. These items may be parked in the customary driveway for purposes of loading or unloading or trip preparation for a period of time not to exceed 72 hours during which these items are being loaded or unloaded.

- **New section defining and regulating “Little Free Libraries:”**

**Sec. 16-614. – Little Free libraries; Accessory Uses and Structures; Development and Performance Standards.**

(a) Little Free Libraries. A Little Free Library is a “take a book, return a book” gathering place where neighbors share their favorite literature and stories. In its most basic form, a Little Free Library is a box full of books where anyone may stop by and pick up a book (or two) and bring back another book to share.

(b) Little Free Libraries are permitted to be placed on single-family residential lots, church properties and public or parochial school properties. These are considered an accessory structure and accessory use to the property and shall conform to the following guidelines:

(1) The Little Free Library shall not be located in or overhang the public street right-of – way or any public or utility easement and shall be at least five feet behind the curb;

(2) The associated structures shall not obstruct vehicular, bicycle or pedestrian traffic, either physically or by a person utilizing the Little Free Library;

(3) The structures shall not obstruct access isles or paths utilized by persons in wheelchairs or for ADA accessibility;

(4) The Little Free Library must be placed in the front yard between the face of the house or building and the street right-of-way. Exceptions to this can be made for churches and schools;

(5) The library structure shall be designed to hold books. The overall structure shall be limited to a height not to exceed 66”; a width not to exceed 30”; a depth not to exceed 18”; and the box height shall not exceed 30”;

- (6) The structures shall be anchored to the ground or securely attached to something having a permanent location on the ground;
- (7) There shall be a limit of one little free library per address;
- (8) A Little Free Library meeting the above conditions will not be subject to any permits or special licensing requirements.

#### Financial Impact

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

#### Additional Information

#### ATTACHMENTS:

| Description                                                                                     | Type       |
|-------------------------------------------------------------------------------------------------|------------|
|  Ordinance 912 | Cover Memo |

## **ORDINANCE NO. 912**

### **AN ORDINANCE AMENDING THE ZONING AND SUBDIVISION REGULATIONS OF THE CITY OF ROELAND PARK, KANSAS; AMENDING AND REPEALING EXISTING SECTION 16-613 OF THE CODE OF THE CITY OF ROELAND PARK, KANSAS; ADDING A NEW SECTION 16-614 TO 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 16-613 of the Code of the City of Roeland Park, Kansas is hereby amended to read as follows:

**16-613. ACCESSORY USES AND STRUCTURES; DEVELOPMENT AND PERFORMANCE STANDARDS.**

(a) Fences or walls.

- (1) Fences or walls may be constructed to a maximum height of 8 feet above the average grade subject to the restrictions of this subsection. Where a new fence or wall is constructed or an existing fence or wall is being extended, a permit shall be obtained from the Building Inspector. A fence permit shall also be required for the replacement or reconstruction of 50% or more of the linear length of the entire existing fence. Any replacement or reconstruction shall comply with all the provisions of this subsection, except setbacks.
- (2) Fences or walls (including retaining walls) in any planned district shall be approved by the Planning Commission as part of the final development plan prior to the issuance of any fence permit.
- (3) Retaining walls may be permitted where they are reasonably necessary due to the topography of the lot, where the wall is located at least 2 feet from any street right-of-way, and where the wall does not extend more than 42 inches above the ground level of the land being retained.
- (4) All fences or walls constructed prior to the adoption of these regulations which do not meet the standards of this subsection may be replaced and maintained resulting in a fence of the same size, type and material; provided, however, that no fence shall be replaced or reconstructed in

a manner which obstructs the sight distance triangles as defined in Section 16-426.

- (5) In residential districts the following restrictions and standards shall apply to all fences and walls:

(b) Location.

- (1) Front Yard. A fence or wall in excess of 30 inches high may not be constructed in the front yard or in front of the front platted building line, whichever is more restrictive. A decorative wall or fence 30 inches high or lower may be constructed in a front yard, provided that no fence or wall may be located in public right-of-way. For purposes of this subsection, a “decorative” wall or fence shall be limited to structures constructed of wood rail, masonry, wrought iron, or spaced wooden pickets; where the construction has both a finished and an unfinished surface, the finished surface shall face outward.
- (2) Rear Yard. A fence or wall may be constructed on the rear property line on all lots whose rear lot lines abut another lot or a designated thoroughfare. Fences on corner lots shall be restricted to 42" high once it passes the front building line of the house on the rear adjacent lot. However, no fence shall be permitted in any platted landscape easement except as a part of an approved master fence/screening plan. In the case of a double frontage lot whose rear yard abuts a collector or local street, a fence or wall may be constructed no closer than 15 feet to the rear property line.
- (3) Side Yard. A fence or wall may be constructed on the side property line, except that no fence shall be closer than 15 feet to any collector or local street right-of-way with the exception of a 42" high fence which is permitted to be placed up to the right-of-way line and does not encroach on the sight distance triangle as defined in Section 16-426 of this Code. In addition, no fence shall be permitted in any platted landscape easement except as a part of an approved master fence/screening plan.

(c) Design Standards.

- (1) All fences and walls shall be constructed with a finished side facing outward from the property. The posts and support beams shall be on the inside or shall be designed as an integral part of the finished surface.

- (2) All fence segments abutting a designated thoroughfare, except on corner lots, shall provide one gate opening per lot to allow access to the area between the fence and the edge of the street for maintenance and mowing.
  - (3) Exceptions for fences in landscape easements. Where a master fence/screening plan has been approved as part of a final development plan, all fences in the platted landscape easement shall conform with the approved master fence/screening plan. Changes to this plan shall be permitted only if a new master fence/screening plan is approved in accordance with the procedures established in this Chapter. In all commercial and industrial districts, a fence or wall may be constructed on any side or rear property line but shall not be located in any required front yard setback or be closer to any public or private street than the required setback for a building. Planning Commission approval will be required for fences or walls in any planned zoning district.
- (d) Garages, carports and storage buildings.
- (1) For any single-family or duplex dwelling, there shall be permitted one detached garage or covered carport. Detached garage or carport spaces shall not exceed 250 square feet for each 3,000 square feet of lot area; provided, that in no event shall these areas exceed a total of 1,200 square feet. An attached garage or carport shall be subject to the same required setbacks as the main structure. A detached garage or carport shall be subject to the setbacks required for detached accessory buildings.
  - (2) For any multi-family residential development, all detached garages or carports shall be subject to the setbacks required for detached accessory buildings. If the applicable district regulations do not contain separate provisions for accessory structures, then the setback requirements for the main structure shall apply.
  - (3) In all residential districts, the design and construction of any garage, carport or storage building shall be similar to or compatible with the design and construction of the main building. The exterior building materials and colors shall be similar to the main building or shall be commonly associated with residential construction.

- (e) Hobby activities. A hobby activity may be operated as an accessory use by the occupant of the premises purely for personal enjoyment, amusement or recreation so long as the activity is not in conflict with any City ordinance. Articles produced or constructed shall not be sold unless the activity complies with the requirements for a home occupation.
- (f) Home occupations.
  - (1) Home occupations are permitted as an accessory use to a residence subject to the following provisions:
  - (2) Purpose and intent. It is the purpose and intent of these requirements to:
    - (i) maintain neighborhood integrity and preserve the residential character of neighborhoods by encouraging compatible land uses.
    - (ii) provide residents of the City with an option to utilize their residences as places to enhance or fulfill personal economic goals as long as the choice of home occupations does not infringe on the residential rights of neighbors.
    - (iii) establish criteria for operating home occupations in dwelling units within residential districts.
    - (iv) assure that public and private services such as streets, sewers, water or utility systems are not burdened by home occupations to the extent that usage significantly exceeds that which is normally associated with a residence.
  - (3) Performance criteria. Home occupations shall comply with the performance criteria of Article 6, Chapter V, of the City Code, which are incorporated herein by reference as if set out in full.
  - (4) Other regulations. Home occupations shall comply with all other local, state or federal regulations pertinent to the activity pursued, and the imposition of requirements under this Chapter shall not be construed as an exemption from these regulations.

- (g) Outside storage and use of equipment, material or vehicles.
- (1) Where permitted in residential districts, storage of not more than one of the following is permitted: a boat, a camping trailer, a pickup camper, a motor home, a recreational vehicle or a hauling trailer. Storage shall not occur in the front yard or the street side of a corner lot. On corner lots where the house is built diagonally across the corner, storage of these items shall not pass the front corner of the house structure on this or the adjacent lot whichever is more restrictive. Storage areas are not required to be paved. These items may be parked in the customary driveway for purposes of loading or unloading or trip preparation for a period of time not to exceed 72 hours during which these items are being loaded or unloaded.
  - (2) Except as may be otherwise provided in Chapter V or VII of the City Code, no other equipment, material or vehicle, other than operable passenger vehicles or motorcycles, shall be stored for more than 24 hours in a 30-day period in a residential district.
  - (3) Exceptions from the above may be granted by the Governing Body upon approval of plans indicating screening to be installed and setbacks to be used.
  - (4) In commercial districts, trucks, vans and trailers may be parked, but not for a period in excess of 72 hours, nor shall trucks, vans or trailers be used for storage or sale of merchandise.
  - (5) Notwithstanding the foregoing, useful items may be stored outside to the extent permitted elsewhere in the City Code. Storage of these items shall be permitted only to the extent that it is accessory to the residential use of the property; storage related to any business activity shall not be permitted.
- (h) Satellite dish antennas. Satellite dish antennas shall be subject to the provisions of Article 11, Chapter IV, of the City Code, which are incorporated herein by reference as if set out in full.
- (i) Signs. Signs shall be subject to the provisions of Article 9, Chapter XVI and Article 9, Chapter IV of the City Code which are incorporated by reference as if set out in full.

- (j) Solar collectors. Solar collectors shall be subject to the provisions of Article 10, Chapter IV, of the City Code, which are incorporated herein by reference as if set out in full.
- (k) No temporary or incomplete building, and no automotive equipment, trailer, recreational vehicle, garage or other use or building accessory to a family dwelling shall be erected, maintained or used for residential purposes.
- (l) No accessory use or structure except basketball goals, flag poles and fences, as permitted, shall be located in any front yard.
- (m) Unless otherwise specifically provided, any accessory use or structure greater than 10 feet in height shall be located a distance of at least 1/3 its height from any side or rear property line.
- (n) The total floor area of all accessory uses listed in Section 16-605 shall not exceed 10 percent of the gross floor area of any building.
- (o) A recycling collection point as defined in this ordinance maybe permitted as an accessory use only after approval of a final development plan by the Governing Body. Prior to granting any approval, the Governing Body shall consider the impact of the proposed activity and structure on:
  - (1) Adjacent properties and uses;
  - (2) The visual appearance of the area; and
  - (3) Traffic circulation on and off the site.

In all residential districts, recycling collection points may be permitted only in conjunction with a nonresidential use such as a school, church, or community building.

**SECTION 2.** Section 16-614 is hereby added to the Code of the City of Roeland Park, Kansas and shall read as follows:

**16-614.** Accessory Uses and Structures; Development and Performance Standards.

- (a) Little Free Libraries. A Little Free Library is a “take a book, return a book” gathering place where neighbors share their favorite literature and stories. In its most basic form, a Little Free Library is a box full of books where anyone may stop by and pick up a book (or two) and bring back another book to share.

- (b) Little Free Libraries are permitted to be placed on single-family residential lots, church properties and public or parochial school properties. These are considered an accessory structure and accessory use to the property and shall conform to the following guidelines:
- (1) The Little Free Library shall not be located in or overhang the public street right-of-way or any public or utility easement and shall be at least five feet behind the curb;
  - (2) The associated structures shall not obstruct vehicular, bicycle or pedestrian traffic, either physically or by a person utilizing the Little Free Library;
  - (3) The structures shall not obstruct access isles or paths utilized by persons in wheelchairs or for ADA accessibility;
  - (4) The Little Free Library must be placed in the front yard between the face of the house or building and the street right-of-way. Exceptions to this can be made for churches and schools;
  - (5) The library structure shall be designed to hold books. The overall structure shall be limited to a height not to exceed 66"; a width not to exceed 30"; a depth not to exceed 18"; and the box height shall not exceed 30";
  - (6) The structures shall be anchored to the ground or securely attached to something having a permanent location on the ground;
  - (7) There shall be a limit of one little free library per address;
  - (8) A Little Free Library meeting the above conditions will not be subject to any permits or special licensing requirements.

**SECTION 3.** Existing Section 16-613 of the Code of the City of Roeland Park, Kansas is hereby repealed.

**SECTION 4.** 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 this 15th day of June, 2015. **APPROVED** by the Mayor.

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Joel Marquardt, Mayor

ATTEST:

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Kelley Bohon, City Clerk

APPROVED AS TO FORM:

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Neil R. Shortlidge, City Attorney

Item Number:       Ordinances and Resolutions:- VIII.-  
B.

Committee           6/15/2015  
Meeting Date:



### City of Roeland Park Action Item Summary

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Date:                       6/11/2015

Submitted By:           Jose Leon

Committee/Department:   Public Works

Title:                       **Ordinance 914 - AN ORDINANCE GRANTING TO LEVEL 3 COMMUNICATIONS, LLC, A CONTRACT FRANCHISE TO CONSTRUCT, OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM IN THE CITY OF ROELAND PARK, KANSAS AND PRESCRIBING THE TERMS OF SAID CONTRACT FRANCHISE.**

Item Type:               Ordinance

#### Recommendation:

**To approve Ordinance No. 914 AN ORDINANCE GRANTING TO LEVEL 3 COMMUNICATIONS, LLC, A CONTRACT FRANCHISE TO CONSTRUCT, OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM IN THE CITY OF ROELAND PARK, KANSAS AND PRESCRIBING THE TERMS OF SAID CONTRACT FRANCHISE.**

#### Details:

Level 3 Communications is requesting Right of Way access through Roeland Park to install network infrastructure which will service a data center in Kansas City.

#### Financial Impact

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

#### Additional Information

#### ATTACHMENTS:

Description

 914 ordinance.

Type

Cover Memo

## **ORDINANCE NO. 914**

**AN ORDINANCE GRANTING TO LEVEL 3 COMMUNICATIONS, LLC, A CONTRACT FRANCHISE TO CONSTRUCT, OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM IN THE CITY OF ROELAND PARK, KANSAS AND PRESCRIBING THE TERMS OF SAID CONTRACT FRANCHISE.**

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

### **SECTION 1. DEFINITIONS.**

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

- a. "Access line" - shall mean and be limited to retail billed and collected residential lines; business lines; ISDN lines; PBX trunks and simulated exchange access lines provided by a central office based switching arrangement where all stations served by such simulated exchange access lines are used by a single customer of the provider of such arrangement. Access line may not be construed to include interoffice transport or other transmission media that do not terminate at an end user customer's premises, or to permit duplicate or multiple assessment of access line rates on the provision of a single service or on the multiple communications paths derived from a billed and collected access line. Access line shall not include the following: Wireless telecommunications services, the sale or lease of unbundled loop facilities, special access services, lines providing only data services without voice services processed by a telecommunications local exchange service provider or private line service arrangements.
- b. "Access line count" - means the number of access lines serving consumers within the corporate boundaries of the City on the last day of each month.
- c. "Access line fee" - means a fee determined by the City, up to a maximum as set out in K.S.A. 12-2001(j), and amendments thereto, to be used by Grantee in calculating the amount of Access line remittance.
- d. "Access line remittance" - means the amount to be paid by Grantee to City, the total of which is calculated by multiplying the Access line fee, as determined in the City, by the number of Access lines served by Grantee within the City for each month in that calendar quarter.
- e. "City" - means the City of Roeland Park, Kansas.
- f. "Contract franchise" - means this Ordinance granting the right, privilege and franchise to Grantee to provide telecommunications services within the City.
- g. "Facilities" - means telephone and telecommunication lines, conduits, manholes, ducts, wires, cables, pipes, poles, towers, vaults, appliances, optic fiber, and all equipment used to provide telecommunication services.

- h. "Grantee" - means Level 3 Communications, LLC, a telecommunications local exchange service provider providing local exchange service within the City. References to Grantee shall also include as appropriate any and all successors and assigns.
- i. "Gross Receipts" - shall mean only those receipts collected from within the corporate boundaries of the City enacting the contract franchise and which are derived from the following: (1) Recurring local exchange service for business and residence which includes basic exchange service, touch tone, optional calling features and measured local calls; (2) Recurring local exchange access line services for pay phone lines provided by Grantee to all pay phone service providers; (3) Local directory assistance revenue; (4) Line status verification/ busy interrupt revenue; (5) Local operator assistance revenue; (6) Nonrecurring local exchange service revenue which shall include customer service for installation of lines, reconnection of service and charge for duplicate bills; and (7) Revenue received by Grantee from resellers or others which use Grantee's Facilities. All other revenues, including, but not limited to, revenues from extended area service, the sale or lease of unbundled network elements, nonregulated services, carrier and end user access, long distance, wireless telecommunications services, lines providing only data service without voice services processed by a telecommunications local exchange service provider, private line service arrangements, internet, broadband and all other services not wholly local in nature are excluded from gross receipts. Gross receipts shall be reduced by bad debt expenses. Uncollectible and late charges shall not be included within gross receipts. If Grantee offers additional services of a wholly local nature which if in existence on or before July 1, 2002 would have been included with the definition of Gross Receipts, such services shall be included from the date of the offering of such services within the City.
- j. "Local exchange service" - means local switched telecommunications service within any local exchange service area approved by the state Corporation Commission, regardless of the medium by which the local telecommunications service is provided. The term local exchange service shall not include wireless communication services.
- k. "Public right-of-way" - means only the area of real property in which the City has a dedicated or acquired right-of-way interest in the real property. It shall include the area on, below or above the present and future streets, alleys, avenues, roads, highways, parkways or boulevards dedicated or acquired as right-of-way. The term does not include the airwaves above a right-of-way with regard to wireless telecommunications or other non-wire telecommunications or broadcast service, easements obtained by utilities or private easements in platted subdivisions or tracts.
- l. "Telecommunication services" - means providing the means of transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

## **SECTION 2. GRANT OF CONTRACT FRANCHISE.**

- a. There is hereby granted to Grantee this nonexclusive Contract franchise to construct, maintain, extend and operate its Facilities along, across, upon or under any Public right-of-way for the purpose of supplying Telecommunication services to the consumers or recipients of such service located within the corporate boundaries of the City, for the term of this Contract franchise, subject to the terms and conditions of this Contract franchise.

- b. The grant of this Contract franchise by the City shall not convey title, equitable or legal, in the Public right-of-way, and shall give only the right to occupy the Public right-of-way, for the purposes and for the period stated in this Contract franchise. This Contract franchise does not:
  - (1) Grant the right to use Facilities or any other property, telecommunications related or otherwise, owned or controlled by the City or a third-party, without the consent of such party;
  - (2) Grant the authority to construct, maintain or operate any Facility or related appurtenance on property owned by the City outside of the Public right-of-way, specifically including, but not limited to, parkland property, City Hall property or public works facility property; or
  - (3) Excuse Grantee from obtaining appropriate access or attachment agreements before locating its Facilities on the Facilities owned or controlled by the City or a third-party.
- c. As a condition of this grant, Grantee is required to obtain and is responsible for any necessary permit, license, certification, grant, registration or any other authorization required by any appropriate governmental entity, including, but not limited to, the City, the FCC or the Kansas Corporation Commission (KCC). Grantee shall also comply with all applicable laws, statutes and/or city regulations (including, but not limited to those relating to the construction and use of the Public right-of-way or other public property).
- d. Grantee shall not provide any additional services for which a franchise is required by the City without first obtaining a separate franchise from the City or amending this Contract franchise, and Grantee shall not knowingly allow the use of its Facilities by any third party in violation of any federal, state or local law. In particular, this Contract franchise does not provide Grantee the right to provide cable service as a cable operator (as defined by 47 U.S.C. § 522 (5)) within the City. Grantee agrees that this franchise does not permit it to operate an open video system without payment of fees permitted by 47 U.S.C. § 573(c)(2)(B) and without complying with FCC regulations promulgated pursuant to 47 U.S.C. § 573.
- e. This authority to occupy the Public right-of-way shall be granted in a competitively neutral and nondiscriminatory basis and not in conflict with state or federal law.

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

- a. Pursuant to K.S.A. 17-1902, and amendments thereto, and subject to the provisions of this Contract franchise, Grantee shall have the right to construct, maintain and operate its Facilities along, across, upon and under the Public right-of-way. Such Facilities shall be so constructed and maintained as not to obstruct or hinder the usual travel or public safety on such public ways or obstruct the legal use by other utilities.
- b. Grantee's use of the Public right-of-way shall always be subject and subordinate to the reasonable public health, safety and welfare requirements and regulations of the City. The City may exercise its home rule powers in its administration and regulation related to the management of the Public right-of-way; provided that any such exercise must be

competitively neutral and may not be unreasonable or discriminatory. Grantee shall be subject to all applicable laws and statutes, and/or rules, regulations, policies, resolutions and ordinances adopted by the City, relating to the construction and use of the Public right-of-way, including, but not limited to, Chapter 13, Article 2 and 8 of the City's Code and amendments thereto

- c. Grantee shall participate in the Kansas One Call utility location program.

#### **SECTION 4. COMPENSATION TO THE CITY.**

- a. In consideration of this Contract franchise, Grantee agrees to remit to the City a franchise fee in the sum of \$1.20 per Access Line per month for each residential service Access Line served by Grantee for local exchange service within the City limits of the City and a franchise fee in the sum of \$2.00 per Access Line per month for each commercial service Access Line served by Grantee for local exchange service within the City limits of the City. Thereafter, subject to subsection (b) hereafter, compensation for each calendar year of the remaining term of this Contract franchise shall continue to be based on a sum equal to \$1.20 per Access Line per month for each residential service Access Line and \$2.00 per Access Line per month for commercial service Access Line, unless the City notifies Grantee prior to ninety days (90) before the end of the calendar year that it intends to switch to a Gross Receipts fee in the following calendar year; provided, such Gross Receipts fee shall not exceed 5% of Gross Receipts. In the event the City elects to change its basis of compensation, nothing herein precludes the City from switching its basis of compensation back; provided the City notifies Grantee prior to ninety days (90) before the end of the calendar year.
- b. Beginning January 1, 2013, and every 36 months thereafter, the City, subject to the public notification procedures set forth in K.S.A. 12-2001 (m), and amendments thereto, may elect to adopt an increased Access line fee or gross receipts fee subject to the provisions and maximum fee limitations contained in K.S.A. 12-2001, and amendments thereto, or may choose to decline all or any portion of any increase in the Access line fee.
- c. Grantee shall pay on a monthly basis without requirement for invoice or reminder from the City, and within 45 days of the last day of the month for which the payment applies franchise fees due and payable to the City. If any franchise fee, or any portion thereof, is not postmarked or delivered on or before the due date, interest thereon shall accrue from the due date until received, at the applicable statutory interest rate.
- d. Upon written request by the City, but no more than once per quarter, Grantee shall submit to the City either a 9K2 (gross receipts) or 9KN (access lines) statement showing the manner in which the franchise fee was calculated.
- e. No acceptance by the City of any franchise fee shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of any franchise fee payment be construed as a release of any claim of the City. Any dispute concerning the amount due under this Section shall be resolved in the manner set forth in K.S.A. 12-2001, and amendments thereto.
- f. The City shall have the right to examine, upon written notice to Grantee no more often than once per calendar year, those records necessary to verify the correctness of the franchise fees paid by Grantee.

- g. Unless previously paid, within sixty (60) days of the effective date of this Contract franchise, Grantee shall pay to the City a one-time application fee of One Thousand Dollars (\$1,000.00). The parties agree that such fee reimburses the City for its reasonable, actual and verifiable costs of reviewing and approving this Contract franchise.
- h. The franchise fee required herein shall be in addition to, not in lieu of, all taxes, charges, assessments, licenses, fees and impositions otherwise applicable that are or may be imposed by the City under K.S.A. 12-2001 and 17-1902, and amendments thereto. The franchise fee is compensation for use of the Public right-of-way and shall in no way be deemed a tax of any kind.
- i. Grantee shall remit an access line (franchise) fee or gross receipts (franchise) fee to the City on those access lines that have been resold to another telecommunications local exchange service provider, but in such case the City shall not collect a franchise fee from the reseller service provider and shall not require the reseller service provider to enter a contract franchise ordinance.

## **SECTION 5. INDEMNITY AND HOLD HARMLESS.**

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

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

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

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

## **SECTION 6. INSURANCE REQUIREMENT AND PERFORMANCE BOND**

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

## **SECTION 7. REVOCATION AND TERMINATION.**

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

#### **SECTION 8. RESERVATION OF RIGHTS.**

- a. To the extent provided by law, the City specifically reserves its right and authority as a customer of Grantee, if such is the case, and as a public entity with responsibilities towards its citizens, to participate to the full extent allowed by law in proceedings concerning Grantee's rates and services to ensure the rendering of efficient Telecommunications service and any other services at reasonable rates, and the maintenance of Grantee's property in good repair.
- b. In granting its consent hereunder, the City does not in any manner waive its regulatory or other rights and powers under and by virtue of the laws of the State of Kansas as the same may be amended, its Home Rule powers under the Constitution of the State of Kansas, nor any of its rights and powers under or by virtue of present or future ordinances of the City.
- c. In granting its consent hereunder, Grantee does not in any manner waive its regulatory or other rights and powers under and by virtue of the laws of the State of Kansas as the same may be amended, or under the Constitution of the State of Kansas, nor any of its rights and powers under or by virtue of present or future ordinances of the City.
- d. In entering into this Contract franchise, neither the City's nor Grantee's present or future legal rights, positions, claims, assertions or arguments before any administrative agency

or court of law are in any way prejudiced or waived. By entering into the Contract franchise, neither the City nor Grantee waive any rights, but instead expressly reserve any and all rights, remedies, and arguments the City or Grantee may have at law or equity, without limitation, to argue, assert, and/or take any position as to the legality or appropriateness of any present or future laws, non-franchise ordinances (e.g. the City's right-of-way ordinance referenced in Section 3b of this Contract franchise, and 47 U.S.C.A. 253), and/or rulings.

## **SECTION 9. FAILURE TO ENFORCE.**

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

## **SECTION 10. TERM AND TERMINATION DATE.**

- a. This Contract franchise shall be effective for a term beginning on the effective date of this Contract franchise and ending on the second anniversary thereof. . Thereafter, this Contract franchise will automatically renew for up to eight additional two (2) year terms, unless either party notifies the other party of its intent to terminate the Contract franchise at least one hundred and eighty (180) days before the termination of the then current term. The additional term shall be deemed a continuation of this Contract franchise and not as a new franchise or amendment.
- b. Upon written request of either the City or Grantee, this Contract franchise shall be renegotiated at any time in accordance with the requirements of state law upon any of the following events: changes in federal, state, or local laws, regulations, or orders that materially affect any rights or obligations of either the City or Grantee, including but not limited to the scope of the Contract franchise granted to Grantee or the compensation to be received by the City hereunder.
- c. If any clause, sentence, section, or provision of K.S.A. 12-2001, and amendments thereto, shall be held to be invalid by a court or administrative agency of competent jurisdiction, provided such order is not stayed, either the City or Grantee may elect to terminate the entire Contract franchise. In the event of such invalidity, if Grantee is required by law to enter into a Contract franchise with the City, the parties agree to act in good faith in promptly negotiating a new Contract franchise.
- d. Amendments under this Section, if any, shall be made by contract franchise ordinance as prescribed by statute. This Contract franchise shall remain in effect according to its terms, pending completion of any review or renegotiation provided by this section.
- e. In the event the parties are actively negotiating in good faith a new contract franchise ordinance or an amendment to this Contract franchise upon the termination date of this Contract franchise, the parties by written mutual agreement may extend the termination date of this Contract franchise to allow for further negotiations. Such extension period shall be deemed a continuation of this Contract franchise and not as a new contract franchise ordinance or amendment.

## **SECTION 11. POINT OF CONTACT AND NOTICES**

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

### **The City:**

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

### **Grantee:**

Level 3 Communications, LLC  
Attn: General Counsel  
1025 Eldorado Boulevard  
Broomfield, CO 80021

With a copy to:

Level 3 Communications, LLC  
Attn: RJ Knisley  
1025 Eldorado Boulevard  
Broomfield, CO 80021

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

## **SECTION 12. TRANSFER AND ASSIGNMENT.**

This Contract franchise is granted solely to the Grantee and shall not be transferred or assigned without the prior written approval of the City; provided that such transfer or assignment may occur without written consent of the City to a wholly owned parent, affiliate or subsidiary, or between wholly owned subsidiaries, or to any entity that acquires all or substantially all of Grantee's assets or equity by sale, merger, consolidation or otherwise, upon notice to the City.

## **SECTION 13. CONFIDENTIALITY.**

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

## **SECTION 14. ACCEPTANCE OF TERMS.**

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

#### **SECTION 15. PAYMENT OF COSTS.**

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

#### **SECTION 16. SEVERABILITY.**

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

#### **SECTION 17. FORCE MAJEURE.**

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

#### **SECTION 18. EFFECTIVE DATE.**

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

**PASSED** by the City Council of the City of Roeland Park, Kansas this \_\_\_\_ day of \_\_\_\_\_, 2015.

**APPROVED** by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Joel Marquardt, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Kelley Bohon, City Clerk

\_\_\_\_\_  
Neil Shortlidge, City Attorney